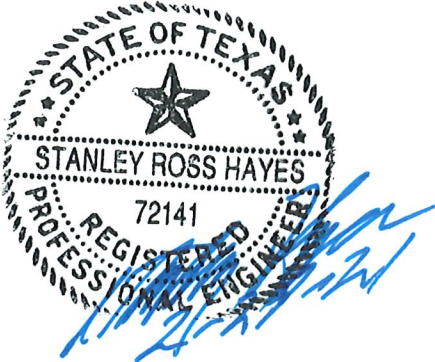


**GREGG COUNTY, TEXAS
BID NO. 2021-05
for
EAST TEXAS REGIONAL AIRPORT
2020 SEAL COAT PROGRAM**

March, 2021



**HAYES ENGINEERING, INC.
Texas Registered Engineering Firm F-1465
2126 Alpine Road
Longview, TX 75601-3401
(903) 758-2010**

GREGG COUNTY, TEXAS
GREGG COUNTY BID NO. 2021-05
FOR
EAST TEXAS REGIONAL AIRPORT 2020 SEAL COAT PROGRAM
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GREGG COUNTY INVITATION TO BID NO. 2021-05
for
East Texas Regional Airport 2020 Seal Coat Program

Sealed proposals addressed to Kelli Davis, Gregg County Purchasing Agent, 101 E. Methvin St., Ste. 205, Longview, TX 75601 will be received on or before 2:00 p.m., April 1, 2021, for furnishing all labor, materials, equipment, supplies, and supervision necessary for the construction of the Gregg County East Texas Regional Airport 2020 Seal Coat Program project. At the time stated, bids will be opened and publicly read aloud in the Purchasing Agent's Conference Room, located on the 2nd Floor of the Gregg County Courthouse.

The proposed work consists of approximately 9,758 SY of Seal Coat, approximately 13,655 SY of Slurry Seal on existing pavements, and 271 SY of concrete dumpster pads.

A pre-bid meeting will be held at 2:00 p.m., March 25, 2021, at the East Texas Regional Airport.

Plans and specifications will be available on March 14, 2021 and may be examined without charge, obtained electronically at no charge, or a hard copy obtained for \$50 at the office of Hayes Engineering, Inc., 2126 Alpine Rd., Longview, TX 75601, (903) 758-2010.

Gregg County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process.

EEO/M/F/V/H/D

The Honorable Bill Stoudt, County Judge
Gregg County, Texas

Advertising Dates: Sundays, March 14th, and March 21st, 2021



Gregg County Bid No. 2021-05
East Texas Regional Airport 2020 Seal Coat Program

INTENT

Gregg County, Texas is requesting sealed bids for the East Texas Regional Airport 2020 Seal Coat Program.

INSTRUCTIONS TO BIDDERS

Site Visit – *It is highly preferred* that contractors schedule a site visit to inspect the facility. Site visits must be scheduled. A pre-bid site visit will be held at **2:00 p.m. on Thursday, March 25, 2021** and is not mandatory. Contractors should carefully examine the construction site to obtain first-hand knowledge of existing conditions. Contractors will not be given extra payments for conditions which can be determined by examining the site and bid documents.

Due Date - Sealed bids must be submitted to Kelli Davis, Gregg County Buyer, 101 E. Methvin St., Suite 205, Longview, Texas 75601, on or before **April 1, 2021 at 2:00 P.M.** Bids may be withdrawn any time prior to the official deadline. Bids may not be amended, altered or withdrawn after the official deadline.

Compliance - Successful vendor agrees to comply with any and all Federal, State and local laws, rules and regulations pertaining to wages, hours of employment and minority hiring practices.

Measurement Calculation - Measurement estimates are approximate and subject to error in computation. Each contractor must measure and calculate to his satisfaction.

Performance, Payment, and Maintenance Bonds – Within 15 days after the date of the award, the issuance of a purchase order and prior to commencement of the actual work the successful bidder shall furnish all bonds for the full amount of the contract if that contract exceeds \$50,000. If the contract is for \$50,000 or less, any payment will be made after the Purchasing Agent and/or the Auditor have been notified that services have been received in accordance with the award.

Award - Gregg County expressly reserves the right to accept or reject in whole or in part any bid submitted and to waive any technicalities or formalities, considered to be in the best interest of Gregg County. The contract will be awarded to the firm that is determined to be the best value to the County. The Commissioner's Court intends to award the contract on Monday, **April 12, 2021 at 10:00 a.m.** and the awarded contractor should plan on commencing work as soon as possible thereafter.

Completion Date – All work **MUST BE COMPLETED within 60 days of Notice to Proceed.**

Conflict of Interest - No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, and Chapter 171.

Ethics - The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Gregg County.

Gregg County Standard Terms & Conditions – By submitting and signing this bid documents Contractor agrees to all terms and conditions as set forth in the Gregg County Standard Terms & Conditions and that they have carefully read and will follow all instructions, requirements and specifications. Fill out all required forms properly and completely. Submit all appropriate supplements and or samples with your bid. Sign your bid. ***Unsigned bids will be disqualified.***

Questions - Questions regarding the Work should be addressed in writing to Stanley R. Hayes, P.E., Hayes Engineering, Inc., 2126 Alpine Road, Longview, TX, 75601, (903) 758-2010, Ext. 22 or by e-mail to stan@hayesengineering.net

CRIMINAL BACKGROUND CHECKS

Any Gregg County Airport projects will require vendors to enter sensitive security areas. These include, but are not limited to, Gregg County Airport, Courthouse, Gregg County Sheriff's Department and/or Gregg County Jails.

The following will apply to awarded vendor personnel.

- The successful Respondent shall provide information, including, but not limited to, name, date of birth, and driver's license number for each individual who will be performing work on Gregg County property.
- Vendor personnel who perform work on Gregg County property must submit to and pass a Sheriff's Department Criminal Background Check. That status must be maintained by all vendor personnel entering County buildings for the duration of the contract.
- Criminal Background checks conducted by your firm may or may not be acceptable to certain departments depending on their particular requirements. The County reserves the right to conduct additional Criminal Background Checks as it deems necessary.
- Award of a contract could be affected by your firms' refusal to agree to these terms. Award could also be affected if your firm is unable to supply personnel who can pass a Criminal Background Check.

The Criminal Background Check applies to the individual and not the company.

To: Vendors of Gregg County, Texas
From: Kelli L. Davis, CPPB, Purchasing Agent
Re: ***Conflict of Interest Form (CIQ)***

Vendor:

Attached, please find link below to a Conflict of Interest Questionnaire. Please complete this form if you have a conflict of interest with any Gregg County Official, Employee, or Department. The questionnaire should reflect the name of the individual with whom the conflict of interest occurs. If you have any questions regarding compliance with Chapter 176 of the Texas Local Government Code, please consult your legal representative. Compliance is the responsibility of each individual, business, agent or representative who is subject to the law's filing requirements.

<http://www.ethics.state.tx.us/forms/CIQ.pdf>

Original completed forms should be filed with the County Clerk's Office and a copy sent to the Gregg County Purchasing Department either through bid return, fax, or email. Please see contact information below.

Gregg County Clerk
Gregg County Courthouse
101 East Methvin, Ste. 200
Longview, Texas 75601
Ph: 903-236-8430

Gregg County Purchasing Department
Email: purchasing@co.gregg.tx.us
Ph: 903-237-2684
Fx: 903-237-2682

Applicable Law

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Gregg County (County Clerk) no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code.

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

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

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

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

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

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

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

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

STATEMENT OF QUALIFICATIONS

CONTRACTOR: _____

ADDRESS: _____

1. Name of Project: _____

Owner: _____

Address: _____

Phone: _____

Value of Contract: \$ _____

Date Started: _____

Date Completed: _____

Approximate Quantities of Major Items: _____

2. Name of Project: _____

Owner: _____

Address: _____

Phone: _____

Value of Contract: \$ _____

Date Started: _____

Date Completed: _____

Approximate Quantities of Major Items: _____

3. Name of Project: _____

Owner: _____

Address: _____

Phone: _____

Value of Contract: \$ _____

Date Started: _____

Date Completed: _____

Approximate Quantities of Major Items: _____

4. Other Project References: _____

CERTIFICATION OF ELIGIBILITY

By submitting a bid or Bid in response to this solicitation, the bidder/proposer certifies that at the time of submission, he/she is ***not*** on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of bid/Bid submission and time of award, the bidder/proposer will notify the Gregg County Purchasing Agent. Failure to do so may result in terminating this contract for default.

Signature: _____ **Date:** _____

Printed Name _____

PROPOSAL

TO: Kelli Davis, Gregg County Buyer

**FOR: Gregg County Bid No. 2021-05
East Texas Regional Airport 2020 Seal Coat Program**

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the form of Contract, Notice to Bidders, and Specifications herein referred to, and has carefully examined the locations, conditions and classes of materials of the proposed work; and agrees that he will provide all the necessary labor, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the Contract and Specifications in the manner prescribed therein and according to the requirements of the Engineer as therein set forth.

It is further agreed that the quantities of work to be done at unit prices and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the Specifications.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the Engineer and agreed to by Owner, but not required by the Specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered.

It is understood and agreed that the work is to be completed in full within **sixty (60)** calendar days beginning on the date stated in the work order on which work is to be commenced. Bidder further agrees to pay as liquidated damages, the sum of **\$200.00** for each consecutive calendar day thereafter as provided in the General Conditions.

Accompanying this proposal is a certified or cashier's check or bid bond (5% of largest amount bid), payable to Gregg County, Texas for:

Dollars

_____ Dollars
(\$ _____).

The bid security accompanying this proposal shall be returned to the bidder, unless in case of the acceptance of the proposal the bidder shall fail to execute a Contract and to file a Performance, Payment, and Maintenance Bond within fifteen (15) days after its acceptance, in which case the bid security shall become the property of the Gregg County and shall be considered as payment for damages due to delay and other inconveniences suffered by the Owner on account of such failure of the bidder. It is understood that the Gregg County reserves the right to reject any and all bids and to waive any informalities in the bidding.

In the event of the award of a Contract to the undersigned, the undersigned will furnish a Performance and Payment Bond and Maintenance Bond for the full amount of the Contract to secure proper compliance with the terms and provisions of the contract, to insure and guarantee the work until final completion and acceptance, and to guarantee Payment of all lawful claims for labor performed and materials furnished in the fulfillment of the Contract.

**GREGG COUNTY BID NO. 2021-05
EAST TEXAS REGIONAL AIRPORT
2020 SEAL COAT PROGRAM FOR PARKING AREAS
BID PROPOSAL**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
<u>Work Area #1</u>					
1.	Install standard 8" asphalt patch	206	SY	\$ _____	\$ _____
2.	Construct dumpster/truck concrete pad	94	SY	\$ _____	\$ _____
3.	Remove & replace existing wheel stop	13	EA	\$ _____	\$ _____
4.	Install seal coat over existing paving	6283	SY	\$ _____	\$ _____
5.	Install 6" wide red reflective "Firelane" striping	560	LF	\$ _____	\$ _____
6.	Install 4" wide white reflective striping	5881	LF	\$ _____	\$ _____
7.	Install accessible symbol	5	EA	\$ _____	\$ _____
8.	Install "Reserved" lettering	5	EA	\$ _____	\$ _____
9.	Install "No Parking" lettering	3	EA	\$ _____	\$ _____
10.	Traffic control and barricades	1	LS	\$ XXXXXXXXX	\$ _____
11.	Storm Water Pollution Prevention Plan	1	LS	\$ XXXXXXXXX	\$ _____
Subtotal Work Area #1				\$ _____	\$ _____
<u>Work Area #2</u>					
1.	Install standard 8" asphalt patch	318	SY	\$ _____	\$ _____
2.	Construct dumpster/truck concrete pad	94	SY	\$ _____	\$ _____
3.	Install seal coat over existing paving	3475	SY	\$ _____	\$ _____
4.	Install 4" wide white reflective striping	1770	LF	\$ _____	\$ _____
5.	Install accessible symbol	2	EA	\$ _____	\$ _____
6.	Install "No Parking" lettering	1	EA	\$ _____	\$ _____
7.	Traffic control and barricades	1	LS	\$ XXXXXXXXX	\$ _____
8.	Storm Water Pollution Prevention Plan	1	LS	\$ XXXXXXXXX	\$ _____
Subtotal Work Area #2				\$ _____	\$ _____
<u>Work Area #3</u>					
1.	Install standard 8" asphalt patch	35	SY	\$ _____	\$ _____
2.	Install slurry seal over existing paving(P-630,2 coats,0.3 gal/SY Total)	13,655	SY	\$ _____	\$ _____
3.	Traffic control and barricades	1	LS	\$ XXXXXXXXX	\$ _____
4.	Aircraft traffic control devices	1	LS	\$ XXXXXXXXX	\$ _____
Subtotal Work Area #3				\$ _____	\$ _____
<u>Work Area #4</u>					
1.	Construct dumpster/truck concrete pad	83	SY	\$ _____	\$ _____
2.	Traffic control and barricades	1	LS	\$ XXXXXXXXX	\$ _____
3.	Storm Water Pollution Prevention Plan	1	LS	\$ XXXXXXXXX	\$ _____
Subtotal Work Area #4				\$ _____	\$ _____
TOTAL AMOUNT BID				\$ _____	\$ _____

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

NOTE: Should bid prices on any items be omitted, the right is reserved to apply the lowest prices submitted by any other bidders for the omitted items in payment for work done under this Proposal. In the event of discrepancies, the Owner reserves the right to accept or reject informalities.

Receipt is hereby acknowledged of the following addenda to the contract Documents:

Addendum No. 1 dated _____	Rec. _____
Addendum No. 2 dated _____	Rec. _____
Addendum No. 3 dated _____	Rec. _____
Addendum No. 4 dated _____	Rec. _____
Addendum No. 5 dated _____	Rec. _____

CONTRACTOR: _____

BY: _____
(Authorized Signature)

PRINT NAME: _____

TITLE: _____

ADDRESS: _____

COUNTY: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

DATE: _____

BID SIGNATURE FORM

The undersigned agrees this bid becomes the property of Gregg County after the official opening.

The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself/herself of the conditions of delivery, handling and storage of equipment and all other matters which may be incidental to the work, before submitting a bid.

The undersigned agrees if this bid is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Bid will be ninety (90) calendar days unless a different period is noted by the bidder.

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Bidder, nor any employee of Gregg County, and that the contents of this bid have not been communicated to any other bidder or to any employee of Gregg County prior to the official opening of this bid.

Vendor hereby assigns to purchase any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this bid package. ***Failure to sign and return this form will result in the rejection of the entire bid.***

Signature _____ X

Company Name		
Address		
City/State/Zip Code		
Phone:	Office: Cell:	Fax: Email:
Print Name		
Job Title		

Bid Bond

(INSERT)

CONTRACT DOCUMENTS

Certificate of Interested Parties (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code. The law states that a government entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the government entity. The disclosure of interested parties Form 1295 will be completed online and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

The Filing Process:

1. Prior to award by Commissioners Court, your firm will be required to log in to the Texas Ethics Commission, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a "Certificate Number." Your firm must print and sign Form 1295.
3. **Within ten (10) business days** from notification of pending award by the Gregg County Purchasing Agent, the completed Form 1295 **must** be submitted to Gregg County.
4. Your firm will need to repeat this process and obtain a separate Form 1295 each time you enter into a new contract, renew a contract or make modification and/or amendments to a Gregg County contract.

Instructions and information are available at <https://www.ethics.state.tx.us/tec/1295-Info.htm> or you may call the Texas Ethics Commission at (512) 463-5800.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

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

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

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

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

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

5 Check only if there is **NO** Interested Party.

6 UNSWORN DECLARATION

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

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

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

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

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

STANDARD FORM OF AGREEMENT

Approved as to Legal Form by
Legal Counsel

STATE OF TEXAS }
COUNTY OF GREGG }

THIS AGREEMENT, made and entered into this ____ day of _____, A.D. 20__, by and between the County of Gregg, and State of Texas, acting through its County Judge, thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and _____ of the City of _____, County of _____, and State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows:

**Gregg County Bid No. 2021-05
East Texas Regional Airport 2020 Seal Coat Program**

and all extra work in connection therewith, under the terms as stated in this Standard Form of Agreement; all of the documents attached to this Standard Form of Agreement; all Plans, Specifications and drawings for the project as prepared by the OWNER's engineer Hayes Engineering, Inc. (herein entitled "ENGINEER"); and all printed or written explanatory materials of said Plans, Specifications and drawings. The CONTRACTOR hereby agrees with the OWNER that the CONTRACTOR shall commence and complete all such construction and work at the CONTRACTOR's 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 and work.

The documents that are attached to and for all purposes made part of this Standard Form of Agreement include the Invitation to Bid, Instructions to Bidders, Criminal Background Checks, Conflict of Interest Form, Statement of Qualifications, Certification of Eligibility, CONTRACTOR's Bid Proposal, Bid Signature Form, Bid Bond, Certificate of Interested Parties (Form 1295), Construction Performance Bond, Construction Payment Bond, Maintenance Bond, Certificate of Insurance, Separation of Materials Form, Certificate of Final Completion, Gregg County, Texas Standard Terms and Conditions, Bonding Requirements, Special Conditions, Wage Rate Determination, and Technical Specifications. This agreement shall also include all Plans, Specifications and drawings for the project, as prepared by the ENGINEER, and all printed or written explanatory materials of said Plans, Specifications and drawings. This Standard Form of Agreement and the documents listed herein shall collectively evidence and constitute the entire contract between the parties hereto regarding the subject matter hereof.

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to complete the same within sixty (60) calendar days after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions.

CONTRACTOR's failure to timely commence work or diligently pursue completion of the work within the time limitations set out herein shall constitute a material breach of this contract. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS CONTRACT.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the Proposal, which forms a part of this contract, such payments to be subject to the terms and conditions of this contract, including without limitation the General and Special Conditions of Agreement.

Without regard to and notwithstanding any rules on conflicts of law, this contract shall be subject to and interpreted in conformance with the laws of the State of Texas, unless expressly required otherwise by federal law or regulations.

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

GREGG COUNTY, TEXAS
Party of the First Part (OWNER)

Party of the Second Part (CONTRACTOR)

By: _____
The Hon. Bill Stoudt, County Judge

By: _____

ATTEST:

ATTEST:

(Seal)

(Seal)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor or Company)

(Address)

a _____ hereinafter called Principal, and
(Corporation / Partnership)

(Name of Surety Company)

(Address)

hereinafter called Surety, are held and firmly bound unto

(Name of Recipient)

(Recipient's Address)

hereinafter called OWNER, in the penal sum of _____
_____ Dollars (\$ _____) in lawful money of the United States, for the payment of
which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly
in these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract
with the OWNER dated the _ day of _____, a copy of which is hereto attached and made a part hereof
for the construction of:

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties in all the undertakings,
covenants, terms, conditions, and agreements of said contract during the original term thereof, and any
extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the
one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and
shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason
of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may
incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change,
extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or

the SPECIFICATIONS accompanying the same shall in any way 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.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20_____.

ATTEST:

(Principal)

(Principal Secretary) By _____

(SEAL)

(Witness as to Principal) _____
(Address)

(Address) _____

ATTEST:

(Surety)

(Witness as to Surety) By _____
(Attorney in Fact)

(Address) _____
(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor or Company)

(Address)

a _____, hereinafter called Principal,
(Corporation / Partnership)

and _____
(Name of Surety Company)

(Address)

hereinafter called Surety, are held and firmly bound unto

(Name of Recipient)

(Recipient's Address)

hereinafter called OWNER, in the penal sum of _____ Dollars, (\$ _____) in lawful money of the United States, for this payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20_____ a copy of which is hereto attached and made a part hereof for the construction of:

(Project Name)

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUB-CONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUB-CONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way 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.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counter-parts, each on of (Number) which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST: _____ (Principal)

_____ By _____ (Principal Secretary)

(SEAL)

_____ (Witness as to Principal) _____ (Address)

_____ (Address) _____

ATTEST: _____ (Surety)

_____ By _____ (Witness as to Surety) (Attorney in Fact)

_____ (Address) _____ (Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

MAINTENANCE BOND

STATE OF TEXAS §
COUNTY OF _____ §

KNOW ALL MEN BY THESE PRESENTS:

That _____
as principal, and the other subscriber hereto authorized under the laws of the State of Texas to act as surety on
bonds for principals, do hereby acknowledge ourselves to be held and firmly bound unto
_____, "Owner", in the penal sum of
_____ DOLLARS (\$) _____) for the
payment whereof the said principal and surety do bind themselves and their heirs, administrators, executors,
successors and assigns, jointly and severally. The conditions of this obligation are such that:

WHEREAS, the said principal has entered into a certain written contract with
_____, dated the _____ day of _____, 20____, for the
completion of:

all of such work to be done as set out in full in said contract and the plans and specifications therein referred to
and made a part hereof as fully and to the same extent as if copied at length herein.

WHEREAS, under the plans, specifications and contract, it is provided that the Contractor shall
maintain and keep in good repair the work herein contracted to be done for a period of one (1) year from the
date of written acceptance of said work and to do all necessary repairing and/or reconstructing in whole or in
part of said improvements that should be occasioned by settlement of foundation, defective workmanship or
materials furnished in the construction of any part thereof, or any of the accessories thereof constructed by the
Contractor; be it understood that the purpose of this section is to cover all defective conditions arising by reason
of defective material or workmanship and charge the same against that said Contractor and Surety on this
obligation, and the said Contractor and Surety shall be subject to the liquidation damages mentioned in said
contract for each day's failure on its part to comply with the terms of said provisions of said contract;

NOW, THEREFORE, if the said Contractor shall keep and perform its said agreement to maintain said
work and keep the same in repair for the said maintenance period of one (1) year, as provided, then these
presents shall be null and void and have no further effect. If default shall be made by the said Contractor in the
performance of its contract to so maintain and repair said work, then these presents shall have full force and
effect and said Owner shall have and recover damages from said Contractor and its Principal and Surety. It is
further agreed that this obligation shall be continuing, one against the Principal and Surety herein, and that
successive recoveries may be hereon for successive breaches until the full amount shall have been exhausted. 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, the aggregate liability of Surety hereunder is limited to the penal sum of this bond.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on the respective dates written below their signatures.

ATTEST/SEAL: (if a corporation)

WITNESS: (if not a corporation)

(Full Name of Principal)

By _____

Name _____

Title _____

By _____

Name _____

Title _____

Date _____

Address _____

ATTEST/SEAL: (if a corporation)

(if not a corporation)

_____ WITNESS:
(Full Name of Surety)

By _____

Name _____

Title _____

By _____

Name _____

Title _____

Date _____

The name and address of the resident agent of Surety is:

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

CERTIFICATE OF INSURANCE

(INSERT)

SEPARATION OF MATERIALS FORM

STATE SALES TAX. The Contractor's attention is directed to paragraph No. 3 of Ruling No. 9 by obtaining the necessary permit or permits from the State Comptroller allowing the purchase of materials for incorporation in this project without having to pay the Limited Sales, Excise and Use Tax at the time of purchase. Such bidders must submit segregated prices for the total cost of materials and total cost of services, and the successful bidder must require his sub-contractors to obtain such permits and to sign written sub-contracts in which the prices are segregated for the total cost of materials and the total cost of services. Total materials cost should not include materials which are used or consumed in performing the work, but do not become a part of the completed installation.

After the bid opening and prior to execution of contract, the low bidder will be required to provide a separation of materials costs and labor costs for the amounts of the base bid and any alternatives. The following form shall be used to provide this information. This form shall be submitted with the executed contract and such statement will become a part of the contract:

STATEMENT OF MATERIALS AND SERVICES

Gregg County, Texas Bid No. 2021-05

Project Name: East Texas Regional Airport 2020 Seal Coat Program

Total Materials Cost: \$ _____

Total Service Cost: \$ _____

TOTAL CONTRACT PRICE: \$ _____

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

CERTIFICATE OF FINAL COMPLETION
OF
Gregg County Bid No. 2021-05 for
East Texas Regional Airport 2020 Seal Coat Program

CONTRACT DATED: _____

STATE OF TEXAS }
COUNTY OF _____ }

Before me, the undersigned authority, a Notary Public in and for _____ County, Texas, on this day personally appeared _____ who, being by me duly sworn on his oath, says that he is/represents _____, the contractor who has performed a contract with Gregg County for the construction of the work described above, and is duly authorized to make this affidavit; that he has personally examined the work described above as required by the specifications of Gregg County attached to the contract; that said work and all items thereof have been completed and all known defects made good; that thereof have been completed and all known defects made good; that all surplus material, refuse, dirt and rubbish have been cleaned up, removed and disposed of; that all parts of the work are in a neat, tidy, finished condition and ready in all respects for acceptance by the County; that all the required work has been performed in accordance with the specifications, that rates of pay for all labor employed on said work have not been below the minimum set out in Labor Classification and Minimum Wage Scale in said Specifications and that within the knowledge of affiant all just bills for labor and material and for the rental or use of any equipment or apparatus used in, on, or in connection with the work have been paid in full by the Contractor.

CERTIFIED TRUE AND CORRECT

Contractor Signature

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public in and for
_____ County, Texas

GREGG COUNTY, TEXAS
STANDARD TERMS AND CONDITIONS

GREGG COUNTY, TEXAS STANDARD TERMS AND CONDITIONS

Bids are solicited for furnishing the merchandise, supplies, services and or equipment set forth in this document. **By returning this bid with the price(s) submitted, Vendors certify and agree to the following:**

1. All delivery and freight charges are to be included, on the basis of deliveries being FOB destination, inside delivery, unless otherwise specified elsewhere in bid document.
2. If applicable, a packing list or other suitable documents shall accompany each shipment and shall show:
 - a. Name and address of Vendor
 - b. Name and address of receiving department
 - c. Gregg County purchase order number
 - d. Description of material shipped, including item numbers, quantity, number of containers and package number (if any)
3. Samples may be requested for testing by Gregg County. Any sample that fails testing shall be considered sufficient reason to reject bid.
4. Non-performance of the bid requirements regarding specifications or non-compliance with terms of this contract shall be basis for termination of the contract by the County. Termination in whole or in part, by the County may be made at its option, without prejudice to any other remedy to which it may be entitled by law or in equity, or elsewhere under this contract, by giving thirty (30) days written notice to the Vendor with the understanding that all work being performed under this Contract shall cease upon the date specified in such notice. The County shall not pay for work, equipment, services or supplies, which are unsatisfactory. The Vendor may be given reasonable opportunity prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance.
5. Quantities indicated in the bid are estimates based upon the best available information. The County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price.
6. The bid award shall be based on, but not necessarily limited to, the following factors:
 - a. Unit price
 - b. Total bid price
 - c. Delivery date
 - d. Results of testing samples
 - e. Any special needs and requirements
 - f. Gregg County's experience with the products bids were submitted on
 - g. Vendor's past performance record with Gregg County
 - h. Vendor's safety record
 - i. Gregg County's evaluation of Vendor's ability
 - j. Estimated costs for supplies, services, maintenance, etc.
 - k. Estimated surplus value
7. Invoices shall be sent directly to the Departments placing order. Invoices must detail the materials/equipment delivered and must reference the Gregg County purchase order number. Payments are processed after the Auditor's Department has been notified that the material or equipment has been delivered in good condition and that no unauthorized substitutions have been made according to specifications.
8. Whenever an article or material is defined by describing a proprietary product or by using the name of the manufacturer, the term "OR EQUAL" if not inserted shall be implied unless otherwise indicated by "NO SUBSTITUTIONS". The specified article or material shall be understood as descriptive, not

restrictive. In case the unit price of an item differs from the extended price for the quantity quoted, the unit price shall govern.

9. The Vendor shall be considered an independent contractor and not an agent, servant, employee, or representative of the County in the performance of the work. No term or provision, hereof, or act of the Vendor shall be construed as changing that status.
10. The Vendor shall defend, indemnify, and save whole and harmless the County and all its officers, agents and employees from and against all suits, actions, or claims of the character, name and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person(s) or property on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Vendor in the execution or performance of the Contract.
11. The Vendor agrees, during the performance of the work, to comply with all applicable codes and ordinances of the appropriate City, County or State, as they may apply, and as these laws may now read or as they may hereafter be changed or amended.
12. The Vendor shall obtain from the appropriate City, County or State, the necessary permit(s) required by the ordinances of the City, County or State, for performance of the work.
13. The Vendor shall not sell, assign, transfer or convey this Contract in whole or in part, without the prior written consent of the County.
14. In case, any one or more, of the provisions, contained in this Contract, shall, for any reason, be held to be invalid, illegal, or unenforceable, in any respect, such invalidity, illegality or unenforceability shall not affect, any other provision, thereof and this Contract shall be considered as if such had never been contained herein.
15. The parties herein agree that this Contract shall be enforceable in Gregg County, Texas and if legal action is necessary to enforce it, exclusive venue shall lie in Gregg County, Texas.
16. This Contract shall be governed by and construed in accordance with the laws of the State of Texas and all applicable Federal Laws.
17. Bids may be withdrawn any time prior to the official opening. Alterations made before opening time must be initialed by Vendor guaranteeing authenticity. Bids may not be amended, altered or withdrawn after the official opening, except upon the explicit recommendation of the Purchasing Agent and the formal approval of the Commissioners Court.
18. This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.
19. Funding Clause - Gregg County intends to make all payments required to be made under this Agreement. However, in the event, through no action initiated by the End User, its legislative body does not appropriate funds for the continuation of this agreement for any fiscal year after the current fiscal year and it has no funds to continue this Agreement from other sources, this Agreement may be terminated. To effect the termination of this Agreement, Gregg County shall, thirty days prior to the beginning of the fiscal year for which its legislative body does not appropriate funds, send written notice stating that funds have not been appropriated for the next fiscal year. The Vendor will submit a final invoice and coordinate with the Purchasing Agent to remove all property belonging to said Vendor as soon as possible. The final invoice will be verified and approved by the Purchasing Agent. Thereupon, Gregg County will be released from its obligation to make all further payments.
20. Insurance Requirements – Gregg County requires the following insurance coverages for Vendors doing business with Gregg County, Texas.
 - a. Workers' Compensation insurance with \$500,000.00 Employer Liability limits under Coverage B (no deductible)
 - b. General Liability insurance with limits of \$1,000,000.00 per occurrence/aggregate, including products and completed operations coverage
 - c. Auto liability limits \$1,000,000.00

d. County named as “*additional insured*” not “*additional named insured*”

e. Deductible shall be \$5,000.00 or less on each of the above listed coverage

The Vendor must provide a certificate of insurance conforming to the above listed requirements or a statement from their insurance carrier certifying that the required coverages shall be obtained by the Vendor within ten (10) days of formal award of a contract. In cases where a certification letter from an insurance carrier is attached to the bid in lieu of an insurance certificate, any formal award of a contract shall be contingent upon required coverages being put into force prior to any performance of any duties outlined in the contract.

21. Gregg County is exempt from federal excise and state sales taxes, ad valorem taxes and personal property taxes; therefore, tax must not be included in bids tendered. Bid prices offered must be complete and all-inclusive. Gregg County will not pay additional taxes, surcharges or other fees not included in bid prices.
22. Disclosure of Private Health Information (“PHI”) - Any contractor doing business with Gregg County that may have any potential of disclosing PHI will be required to submit an executed Business Associate Agreement guaranteeing in writing to provide *security* for PHI at the time the contract is approved and/or awarded. The executed Business Associate Agreement submitted shall also require the contractor to disclose unauthorized releases of PHI to the Gregg County Co-HIPAA Security Compliance Officers.
23. BUY AMERICA- The Contractor acknowledges to and for the benefit of the HUD Grantee (Gregg County) that it understands that any goods and services under this Agreement are being funded or could be funded with monies made available by the American Reinvestment and Recovery Act of 2009 (Recovery Act) (or are being made available for a project being funded with monies made available by the Recovery Act) and Section 1605 of such law contains provisions commonly known as “Buy American.” The Buy American requirement prohibits the use of Recovery Act funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States (“Buy American requirement”) including iron, steel and manufactured goods provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the HUD Grantee that (a) the Contractor has reviewed and understands the Buy American requirement, (b) all of the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American requirement, unless exception to the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support and exception to the Buy American requirement, as may be requested by the HUD Grantee or HUD. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the HUD Grantee to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney’s fees) incurred by the HUD Grantee resulting from any such failure (including without any limitation any impairment or loss of funding, whether in whole or in part from HUD). Neither this paragraph (nor any provision of the Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the HUD Grantee.
24. DEBARMENT-by signing this agreement, Vendor certifies that it will not award any funds provided under this agreement to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order No. 12549 and 24 CFR Part 24.
25. Gregg County expressly reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities or formalities, considered to be in the best interest of Gregg County.
26. Bonds may be required in accordance with State Statutes if outlined in the specifications.
27. **Minority Businesses** - Gregg County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process.

SPECIAL CONDITIONS

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SPECIAL CONDITIONS

1. OWNER. Whenever the term "Owner" appears in these specifications, it shall be understood to mean Gregg County, Texas.

2. ENGINEER. The word "Engineer" in these specifications shall be understood as referring to Hayes Engineering, Inc., 2126 Alpine Rd., Longview, Texas 75601, Engineer of the Owner, or such other Engineer, Supervisor or Inspector as may be authorized by said Owner to act in any particular position.

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

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

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

5. AWARD OF THE CONTRACT. The Owner, acting through its authorized representatives, will notify the successful bidder, in writing, within ninety (90) days after the date of receiving bids of its acceptance of this proposal. The Contractor shall complete the execution of the required Bond and Contract within fifteen (15) days of such notice.

6. ADDENDA. Bidders desiring further information or interpretation of the Plans or Specifications must make request for such information to the Engineer, prior to 48 hours before the bid opening. Answers to all such requests will be given in writing to all bidders in Addendum form, and all Addenda will be bound with, and made a part of, the Contract Documents. No other explanation or interpretation will be considered official or binding. Should a bidder find discrepancies in, or omission from the Plans, Specifications, or other Contract Documents, or should he be in doubt as to their meaning, he should at once notify the Engineer in order that a written Addendum may be sent to all bidders. Any addenda issued prior to 24 hours of the opening of bids will be mailed or delivered to each Contractor contemplating the submission of a proposal on this work. The proposal as submitted by the Contractor will be so constructed as to include any addenda if such are issued by the Engineer prior to 24 hours of the opening of bids.

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

8. TIME FOR COMPLETION. The time allowed for completion of all items of work shall be sixty (60) consecutive calendar days, which time shall begin the tenth (10th) day after issuance of the Work Order. The Work Order shall consist of a written request by the Engineer for the Contractor to proceed with the construction of the project.

9. LIQUIDATED DAMAGES FOR DELAY. The Contractor agrees that time is the essence of this Contract, and that for each day of delay beyond the number of calendar days herein agreed upon for the completion of the work herein specified and contracted for (after due allowance for such extension of time as is provided for in the General Conditions of Agreement) the Owner may withhold, permanently from the

Contractor's total compensation, the sum of Two Hundred Dollars (\$200.00) per calendar day or an amount equal to actual damages incurred by the Owner, whichever is greater, as stipulated damages for such delay.

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

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

12. PROPOSALS. Proposals must be submitted on forms furnished by the Owner or the Owner's Engineer, Hayes Engineering, and endorsed as provided in the Contract Documents.

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

Proposals will be made in the name of the principal and, in a co-partnership, the names of all partners shall be given. Exact post office address shall be given in all cases. If proposals are submitted by an agent, satisfactory evidence of agency authority must accompany the proposal.

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

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

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

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

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

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

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

18. CONSTRUCTION IN PUBLIC ROADWAYS AND PRIVATE DRIVEWAYS. No public road shall be entirely closed overnight. It shall be the responsibility of the Contractor to build and maintain all weather by-passes and detours, if necessary, and to properly light, barricade and mark all by-passes and detours that might be required on and across the road involved in the work included in this contract.

The Contractor shall make every effort to complete construction and allow immediate access to adjacent property at all driveway entrances located along the roads. Owners or tenants of improvements where access and/or entrance drives are located shall be notified at least eight (8) hours prior to the time the construction will be started at their drive-ins or entrances and informed as to the length of time driveways will be closed, which period shall not exceed six (6) hours.

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

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

19. REFERENCE SPECIFICATIONS. Where reference is made in these specifications to specifications compiled by other agencies, organizations or departments, such reference is made for expediency and standardization from the material supplier's point of view, and such specifications referred to are hereby made a part of these specifications. Any reference to standard specifications in any of the Contract Documents shall always imply the latest edition of said standard specification or specifications available at time notice inviting Contractors to bid is published unless otherwise stated.

20. TRADE NAMES AND MATERIALS. No material which has been used by the Contractor for any temporary purpose whatever is to be incorporated in the permanent structure without written consent of the Engineer.

Where materials or equipment are specified by a trade or brand name, it is not the intention of the Owner to discriminate against an equal product of another manufacturer, but rather to set a definite standard of quality of performance, and to establish an equal basis for the evaluation of bids. Where the words "equivalent", "proper", or "equal to" are used, they shall be understood to mean that the thing referred to

shall be proper, the equivalent of, or equal to some other thing, in the opinion or judgment of the Engineer. Unless otherwise specified, all materials shall be the best of their respective kinds and shall be in all cases fully equal to approved samples. Notwithstanding that the words "or equal to" or other such expressions may be used in the specifications in connection with a material, manufactured article or process, the materials, article or process specifically designated shall be used, unless a substitute shall be approved in writing by the Engineer, and the Engineer shall have the right to require the use of such specifically designated material, article or process.

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

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

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

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

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

24. INSPECTION AND TESTING OF MATERIALS.

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

- c. Contractor shall submit to the Engineer seven (7) days in advance of construction, and without charge, samples or specifications of materials he proposes to use and shall not use these materials until he has received approval from the Engineer.
- d. The Owner shall direct and furnish all items necessary for the testing of all materials called for in the specifications. The Owner shall pay the cost of the tests, including all transportation charges unless otherwise noted in the specifications. The cost of re-testing any failed specimens shall be paid by the Contractor.
- e. All tests, unless otherwise provided, shall be in accordance with the pertinent sections of the latest edition of the standards applicable to the material or devices to be tested. A partial list of the principal societies referred to and their abbreviations follows:

ASTM	American Society for Testing Materials
AISC	American Institute of Steel Construction
ACI	American Concrete Institute
FS	Federal Specifications
AASHTO	American Association of State Highway Officials
AWWA	American Water Works Association

- f. All parts of the improvements shall conform to the standard of construction as given in detail under the various items, and in general to the intent thereof, and if they do not conform, shall be made to do so by rebuilding or replacing or otherwise as directed by the Engineer or Owner before acceptance shall be made.

25. BARRICADES, LIGHTS, AND WATCHMEN. Where the work is carried on in or adjacent to any street, alley or public place, the Contractor shall at his own cost and expense furnish and erect such barricades, fences, lights, and danger signals, shall provide such watchmen, and shall provide such other precautionary measures for the protection of persons or property and of the work as are necessary. Barricades shall be painted in a color that will be visible at night. From sunset to sunrise the Contractor shall furnish and maintain at least one light at each barricade and sufficient number of barricades shall be erected to keep vehicles from being driven on or into any work under construction. The Contractor shall furnish watchmen in sufficient numbers to protect the work.

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

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

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

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

27. GUARANTY AGAINST DEFECTIVE WORK. The Contractor shall indemnify the Owner against any repairs which may become necessary to any part of the work performed under the contract, arising from defective workmanship or materials used therein, for a period of one (1) year from the date of final acceptance of the work.

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

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

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

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

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

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

A. Workmen's Compensation including Occupational Disease, and Employer's Liability Insurance. Before commencement of the work, the Contractor shall take out and maintain during the life of this contract Statutory Workmen's Compensation Insurance and Occupational Disease Disability Insurance for all of his employees to be engaged in work under this Contract, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation and occupational Disease Disability Insurance for the latter's employees engaged in such work unless such employees are covered by the protection afforded by the Contractor's insurance. In case any class of employees engaged in hazardous work under the Contractor is not protected under the Workmen's Compensation statute, or in case there is no applicable Workmen's Compensation Statute, the Contractor shall provide, and shall cause each subcontractor to provide adequate insurance for the protection of his employees not otherwise protected.

B. Public Liability and Property Damage Insurance: (Note "Indemnity" clause hereinafter). Before commencement of the work, the Contractor shall submit written evidence that he and all his subcontractors have obtained for the period of the Contract full Comprehensive General Liability and Property Damage Insurance coverage. This coverage shall protect the Contractor; the Owner; the Engineer, its architects and engineers; and each of their officers, agents and employees; from claims for damages for bodily or personal

injury, sickness or disease, including death, and from claims for damages to property, which may arise directly or indirectly out of, or in connection with the performance of work under this Contract by the Contractor, by any of his Subcontractors, or by anyone directly or indirectly employed of either of them, or under the control of either of them, and the minimum amount of such insurance shall be as follows unless higher minimum amounts are otherwise required in the Contract Documents:

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

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

C. Automobile Liability and Property Damage Insurance: Before commencement of the work, the Contractor shall submit written evidence that he and all his subcontractors have obtained Automobile Liability and Property Damage Insurance coverage on all self-propelled vehicles used in connection with the Contract, whether owned, non-owned, or hired. The liability limits shall be not less than One Million Dollars (\$1,000,000) for injury or death of one person and in an amount not less than One Million Dollars (\$1,000,000) in any one occurrence; and Property Damage limits of not less than Five Hundred Thousand Dollars (\$500,000) in any one occurrence.

D. Contractual Liability Coverage: Each and every policy for Liability Insurance carried by each Contractor and Subcontractor will include a "Contractual Liability Coverage" endorsement sufficiently broad to insure the provision titled "Indemnity" hereinafter set forth.

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

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

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

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

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

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

30. SAFETY.

- a. In accordance with generally accepted construction practices, the Contractor alone will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.
- b. The duty of the Engineer or Architect to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures, in, on, or near the construction site.

31. EXISTING UTILITIES AND SERVICE LINES. The Contractor shall be responsible for the protection of all existing utilities or service lines crossed or exposed by his construction operations. Where existing utilities or service lines are cut, broken or damaged, the Contractor shall replace or repair the utilities or service lines with the same type of original material and construction, or better, at his own cost and expense.

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

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

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

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

35. EXISTING STRUCTURES. The plans show the locations of all known surface and subsurface structures. However, the Owner assumes no responsibility for failure to show any or all of these structures

on the plans, or to show them in their exact location. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered is such as to necessitate changes in the lines or grades, or requires the building of special work, provisions for which are not made in the plans and proposal, in which case the provisions in these specifications for extra work shall apply.

36. USE OF EXPLOSIVES. Use of explosives will be allowed only upon written approval of their use by the Engineer.

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

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

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

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

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

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

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

43. CERTIFICATES AND GUARANTEES. Four (4) copies of any manufacturer's guaranty or certificate as may be required by the Contract Documents shall be submitted to the Owner prior to the acceptance of the work by the Owner.

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

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

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

47. PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED. In case it is necessary to change or move the property of any owner or of a public utility, such property shall not be moved or interfered with until ordered to do so by the Engineer. The right is reserved to the owner of public utilities to enter upon the limits of the project for the purpose of making such changes or repairs of their property that may be made necessary by performance of this Contract.

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

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

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

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

The Contractor shall exercise care to protect from injury all water pipes, sanitary sewer pipes, gas mains, telephone cables, electric cables, service pipes, and other utilities or fixtures which may be encountered during the progress of the work. All utilities and other service facilities or fixtures if damaged, shall be repaired by the Contractor without additional compensation.

The Contractor shall personally check and verify utility information on the plans. Where existing utilities or structures are shown on the plans or drawings, they are believed to be accurate but are not guaranteed to

such or that these are the only utilities or structures in the construction area. Protection is Contractor's responsibility, and he must satisfy himself as to the existence and location of all utilities and structures.

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

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

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

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

53. CONTRACTS IN DEFAULT. The Owner may declare a contract in default for any one or more of the following reasons:

- a. Failure to complete the work within the contract period or any extension thereof.
- b. Failure or refusal to comply with an order of the Engineer or Architect within a reasonable time.
- c. Failure or refusal to remove rejected materials.
- d. Failure or refusal to perform anew any defective or unacceptable work.
- e. Bankruptcy or insolvency, or the making of an assignment for the benefit of creditors.
- f. Failure to provide a qualified superintendent, competent workmen or subcontractors to carry on the work in an acceptable manner or failure to prosecute the work according to the agreed schedule of completion.
- g. Disregard or violation of any other important provisions of the Contract Documents as determined by the Engineer.

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

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

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

55. EXCAVATION IN HIGHWAY RIGHTS-OF-WAY. No trench excavation within a highway right-of-way shall be carried closer than 10 feet of all pavement edges. No dirt from trench excavation shall be piled on roadway shoulders, slopes, ditches, and berms shall be restored to their original condition.

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

56. PROVISIONS FOR REROUTING AND DETOUR OF TRAFFIC. The Contractor will be required to furnish all barricades, lights, signs, and flagmen where it becomes necessary to reroute traffic during the time construction is in progress in the City streets or highways. The detour will be determined by the Engineer and approved by the Owner and the Texas Highway Department.

57. REMOVAL AND REPLACEMENT OF EXISTING PIPE CULVERTS. Existing pipe culverts in conflict with the proposed construction shall be unearthed carefully, disjointed, and stockpiled adjacent to the right-of-way. The pipe culverts shall be cleaned and replaced immediately after the sewer line construction is clear so as to cause no serious inconveniences to the property owners and to allow access to their property as quickly as possible. Pipe culverts shall be laid to grade on a firm bedding and shall be backfilled and mechanically tamped to a density such that settlement will not occur. Where existing rubble or concrete headwalls are cut, damaged, or removed, they shall be replaced in an equal or better condition as determined by the Engineer.

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

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

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

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

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

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

61. **WATER FOR CONSTRUCTION.** Water used for testing and flushing of the pipe line or any other purpose incidental to this project will be furnished by the Contractor. The Contractor shall make the necessary arrangements for securing and/or transporting such water and shall take such water in a manner and at such times that will not produce a harmful drain on the source of water. The Contractor shall be fully responsible for the draining and disposal of all water used in flushing and testing. The Contractor shall obtain approval of the Owner and Engineer of the manner in which the water will be drained and disposed of.

62. **ELECTRICITY FOR CONSTRUCTION.** Except as provided elsewhere in these specifications, the Contractor shall provide all electricity required.

63. **SPECIAL CONSTRUCTION REQUIREMENTS IN STATE HIGHWAY RIGHT-OF-WAY.**

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

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

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

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

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

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

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

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

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

70. ALLOWANCE FOR MISCELLANEOUS EXTRA WORK. A discretionary allowance may have been established in the Bid Proposal for miscellaneous extra work which may arise during the construction phase of the project due to the discovery of unknown obstructions or other unexpected project conditions for which a method of payment, such as individual bid items, is not established. This allowance, if established in the Bid Proposal, is not intended to be used to procure payment for items specifically named as subsidiary to other bid items within the contract documents. Prior to initiating any item of extra work under this bid item, the Owner, Engineer, and Contractor will agree as to the scope of extra work to be performed and the amount of payment to be made for the particular item of extra work under consideration. A written field order for the extra work will be approved by all parties before commencing with extra work. Expenditure of the allowance funds is at the sole discretion of the Owner. The allowance may be used in full or in part as the Owner deems necessary. If no extra work is identified and approved by the Owner, the allowance funds will not be expended.

"General Decision Number: TX20210113 01/01/2021

Superseded General Decision Number: TX20200113

State: Texas

Construction Type: Heavy

Counties: Bowie, Gregg and Smith Counties in Texas.

HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 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 \$10.95 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 2021. 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 01/01/2021

SUTX2004-003 11/09/2004

	Rates	Fringes
Asphalt Distributor Operator.....	\$ 11.74	0.00
Asphalt paving machine operator.....	\$ 10.49	0.00
Asphalt Raker.....	\$ 8.58	0.00
Asphalt Shoveler.....	\$ 8.00	0.00
Broom or Sweeper Operator.....	\$ 8.47	0.00
Bulldozer operator.....	\$ 11.97	0.00

CARPENTER.....	\$ 12.59	0.00
Concrete Finisher, Paving.....	\$ 12.46	0.00
Concrete Finisher, Structures....	\$ 10.40	0.00
Concrete Paving Saw Operator.....	\$ 12.13	0.00
Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel Operator.....	\$ 12.14	0.00
ELECTRICIAN.....	\$ 15.00	0.00
Flagger.....	\$ 7.61	0.00
Form Builder/Setter, Structures.....	\$ 9.57	0.00
Front End Loader Operator.....	\$ 10.78	0.00
Laborer, common.....	\$ 8.86	0.00
Laborer, Utility.....	\$ 11.39	0.00
MECHANIC.....	\$ 13.53	0.00
Motor Grader Operator Fine Grade.....	\$ 13.35	0.00
Motor Grader Operator Rough.....	\$ 13.34	0.00
Pavement Marking Machine Operator.....	\$ 10.56	0.00
Reinforcing Steel Setter.....	\$ 12.52	0.00
Roller Operator, Pneumatic, Self-Propelled.....	\$ 8.39	0.00
Roller Operator, Steel Wheel, Flat Wheel/Tamping.....	\$ 9.23	0.00
Roller Operator, Steel Wheel, Plant Mix Pavement.....	\$ 9.75	0.00
Scraper Operator.....	\$ 9.50	0.00
Servicer.....	\$ 10.00	0.00
Spreader Box operator.....	\$ 13.12	0.00
Tractor operator, Pneumatic.....	\$ 11.00	0.00
Traveling Mixer Operator.....	\$ 10.05	0.00
Truck driver, lowboy-Float.....	\$ 10.50	0.00
Truck driver, Single Axle, Heavy.....	\$ 13.13	0.00
Truck driver, Single Axle, Light.....	\$ 9.62	0.00

Truck Driver, Tandem Axle, Semi-Trailer.....	\$ 10.51	0.00
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Work Zone Barricade Servicer.....	\$ 7.85	0.00
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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 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.

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END OF GENERAL DECISION

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TECHNICAL SPECIFICATIONS

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TECHNICAL SPECIFICATIONS

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2020 SEAL COAT PROGRAM
FOR PARKING AREAS and APRONS OF EAST TEXAS REGIONAL AIRPORT

PROJECT SCOPE

1. GENERAL INFORMATION:

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

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

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

This project will provide a One Course Seal Coat upon selected parking areas and one course slurry seal upon selected aprons, see table below. All construction for this project shall be performed in accordance with the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges (2014 Edition), except as modified in Technical Specification Section G2 - Reference to Texas Department of Transportation Standard Specifications.

2. BARRICADES AND SIGNS:

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

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

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

3. 3. SURFACE TREATMENT DATA:

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

ASPHALT BINDER	AC-20-5TR
APPLICATION RATE	0.37 gallon per square yard
AGGREGATE	Type PB, Grade 4
AGGREGATE RATE	1.0 cubic yard per 100 square yards

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

ASPHALT BINDER	P-630
APPLICATION RATE	0.15 gallon per square yard
AGGREGATE	Dry Silica Sand
AGGREGATE RATE	400 lbs per 100 gallons

**East Texas Regional Airport
Seal Coat
for Parking Areas**

PARKING AREA	FROM	TO	APPROXIMATE QUANTITY (S.Y.)
Work Area #1			6,258
Work Area #2			3,475
Bid Quantity Total			9,733

**East Texas Regional Airport
Slurry Seal
for Apron Areas**

PARKING AREA	FROM	TO	APPROXIMATE QUANTITY (S.Y.)
Work Area #3			13,655
Bid Quantity Total			13,655

SECTION G
GENERAL REQUIREMENTS

TECHNICAL SPECIFICATIONS

SECTION G1 - GENERAL INFORMATION

G1.1. PERMITS AND RIGHT-OF-WAY: The Owner will provide rights-of-way for the purpose of construction without cost to the Contractor by securing permits in areas of public dedication or by obtaining easements across privately owned property. It shall be the responsibility of the Contractor, five (5) days prior to the initiation of construction on easements through private property, to inform the Owner's Representative of his intent to begin construction. The Owner's representative will notify property owners of intent to begin construction. Before beginning construction in areas of public dedication, the Contractor shall inform the agency having jurisdiction in the area forty-eight (48) hours prior to initiation of the work.

G1.2. CONSTRUCTION IN PUBLIC ROADWAYS AND PRIVATE DRIVEWAYS: No public road shall be entirely closed overnight. It shall be the responsibility of the Contractor to build and maintain by-passes and detours, if necessary, and to properly light, barricade and mark all by-passes and detours that might be required on and across the road involved in the work included in this contract.

The Contractor shall make every effort to complete construction and allow immediate access to adjacent property at all driveway entrances located along the roads. Owners and tenants of improvements where access and/or entrance drives are located shall be notified at least forty-eight (48) hours prior to the time the construction will be started at their drive-ins or entrances and informed as to the length of time driveways will be closed, which period shall not exceed ten (10) hours.

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

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

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

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

The Contractor shall not begin work at a project site until signs and barricades meeting the requirements of the MUTCD and this contract are in place. Throughout the performance of the work at each project site, the Contractor shall maintain the signs and barricades in compliance with MUTCD and this contract. If the Contractor fails to make corrections to and maintain the signs and barricades in compliance with the MUTCD within a reasonable amount of time, as determined by the Engineer, the Contractor shall be considered in non-compliance at the subject project site, and no payment will be made for the traffic control bid item on that project site.

TECHNICAL SPECIFICATIONS

SECTION G2 - REFERENCE TO TEXAS DEPARTMENT OF TRANSPORTATION
STANDARD SPECIFICATIONS

G2.1 GENERAL: All construction in this project shall be performed in accordance with the Texas Department of Transportation (TxDOT) 2014 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges as amended in this section.

G2.2 STANDARD SPECIFICATIONS: TxDOT Standard Specifications applicable to this project are identified as follows:

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

Copies of the referenced specifications are available from TxDOT.

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

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

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

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

TECHNICAL SPECIFICATIONS

SECTION G3 - BARRICADES, SIGNS, AND TRAFFIC HANDLING

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

- A. Prior to closing any section of the project to traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, and devices, temporary suitable removable lane delineation striping, and all other applicable requirements at and in the vicinity of all road and bridge construction projects at all times; both day and night during the construction period of the contract. The 2011 Texas Manual on Uniform Traffic Control Devices for Streets and Highways, Revision 2, shall serve as a guideline for the installation and maintenance of barricades and warning devices. All of the above does not preclude the requirements of the East Texas Regional Airport's general requirements and covenants.
- B. Responsibility for damage or claims: The Contractor shall hold harmless the Owner, the East Texas Regional Airport, and Hayes Engineering, Inc., and all its representatives from all suits, actions, or claims of any damages sustained by any person or property in consequence of any neglect in safeguarding the work, or through the use of unacceptable materials in the construction of the improvement, or on account of any act of omission by said Contractor. He shall not be released from said responsibility until the parking area shall have been completed and accepted, and so much of the money due the said Contractor under and by virtue of his contract may be retained by the Owner, the East Texas Regional Airport, and Hayes Engineering, Inc., or his Surety may be held until such claims have been settled and suitable evidence to that effect furnished to the Engineer.
- C. In areas where traffic re-alignment is required, all conflicting existing lane lines shall be obliterated and re-alignment made by use of temporary, removable lane delineation striping until construction is completed and then the temporary striping is removed and permanent striping applied in accordance with the specifications for traffic lane striping or buttons, either non-reflectorized or reflectorized, as was the original.

Whenever temporary pavement marking is required either for re-aligning existing traffic lane striping, or for new temporary locations as suitable degradable or removable lane marking material shall be used as required by the 2011 Texas Manual on Uniform Traffic Control Devices for Streets and Highways, Revision 2, as it relates to temporary traffic lane marking systems.

TECHNICAL SPECIFICATIONS

SECTION G4 – Slurry Seal Surface Treatment

G4 - Item P-630 Refined Coal Tar Emulsion Without Additives, Slurry Seal Surface Treatment

This surface treatment is for apron locations serving airplanes 60,000 lbs (27216 kg) or less that need a fuel resistant surface treatment.

Consult local and state environmental/safety regulations. Many locations prohibit the use of coal tar products. The Engineer must verify the selected materials comply with federal, state, and local authority requirements.

G4-1.1 This item shall consist of a mixture of emulsified coal tar, mineral aggregate, and water properly proportioned, mixed, and spread on an asphalt pavement surface, including airport pavements serving small airplanes 12,500 lbs or less, roads, and other general applications. The purpose of this refined coal tar emulsion product is to provide a fuel-resistant surface where pavements are subjected to fuel spills. The application of the surface treatment shall be in accordance with these specifications and shall conform to the dimensions shown on the plans.

G4-1.2 General. This item shall consist of a mixture of refined coal tar emulsion, mineral aggregate, and water properly proportioned, mixed, and applied as a slurry seal on new or existing (aged) asphalt concrete pavement.

MATERIALS

G4-2.1 Refined coal tar emulsion. A refined coal tar emulsion prepared from a high temperature refined coal tar conforming to the requirements of ASTM D490 for grade 11-12. The use of oil and water gas tar is not allowed. Base refined coal tar emulsion must conform to all requirements of ASTM D5727.

The Contractor shall provide a copy of the manufacturer's Certificate of Analysis (COA) for the emulsified asphalt delivered to the project. If the asphalt emulsion is diluted at other than the manufacturer's facility, the Contractor shall provide a supplemental COA from an independent laboratory verifying the asphalt emulsion properties.

The COA shall be provided to and approved by the RPR before the emulsified asphalt is applied. The furnishing of the vendor's certified test report for the asphalt material shall not be interpreted as a basis for final acceptance. The manufacturer's COA may be subject to verification by testing the material delivered for use on the project.

a. Health, safety, and environment. The Contractor must provide a complete Safety Data Sheet (SDS) in accordance with U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), Regulations (Standards – 29 CFR), 1910.1200 which establishes the requirement and minimum information for the MSDS for hazardous materials. The MSDS, Section II, shall include the Chemical Abstracts Service (CAS) registry numbers for all applicable hazardous ingredients in the coal tar emulsion product. The Contractor must provide the manufacturer's certification that the product complies with the

Code of Federal Regulation (CFR) Title 40 – Protection of Environment. The manufacturer’s certification shall address compliance for Air Programs, Part 59, National Volatile Organic Compound Emission Standards for Consumer and Commercial Products (for the airport location) and Water Programs, Part 116, Designation of Hazardous Substances.

G4-2.2 Aggregate. The aggregate shall be washed dry silica sand or boiler slag free of dust, trash, clay, organic materials or other deleterious substances. The aggregate shall meet the gradation requirements below when tested in accordance with ASTM C136. The refined coal tar emulsion supplier must give written approval of the aggregate used in the mix design.

Gradation of Aggregates*

Sieve Size		Percent Retained	
		Minimum	Maximum
#20 or coarser	850 µm	0	2
#30	600 µm	0	12
#40	425 µm	2	60
#50	300 µm	5	60
#70	212 µm	5	60
#100	150 µm	5	30
#140	106 µm	0	10
#200	75 µm	0	2
Finer than #200		0	0.3

* Table represents the maximum range of aggregate gradations.

G4-2.3 Water. Water used in mixing or curing shall be from potable water sources and at least 50°F (10°C). Other sources shall be tested in accordance with ASTM C1602 prior to use. The pH of the water shall conform to the requirements of the coal tar emulsion manufacturer.

G4-2.4 Crack sealant. Crack sealant shall be certified for compatibility with the refined coal tar emulsion by the manufacturer of the refined coal tar emulsion, and approved by the RPR.

G4-2.5 Oil spot primer. Oil spot primer shall be certified for compatibility with the refined coal tar emulsion by the manufacturer of the refined coal tar emulsion, and approved by the RPR.

G4-2.6 Pavement primer. Pavement primer shall be certified for compatibility with the refined coal tar emulsion by the manufacturer of the refined coal tar emulsion, and approved by the RPR.

COMPOSITION AND APPLICATION

G4-3.1 Composition. The refined coal tar emulsion seal coat is to consist of a mixture of refined coal tar emulsion, water and aggregate, and be proportioned as shown in the table below titled “Composition of Mixture Per 100 Gallons (379 Liters) of Refined Coal Tar Emulsion.” The composition must have written approval of the coal tar emulsion manufacturer.

G4-3.2 Quantities of materials per square yard (square meter). The Contractor shall submit the recommended formulation of water, emulsion, aggregate and application rate proposed for use to a testing laboratory together with sufficient materials to verify the formulation at least 7 days prior to the start of operations. The mix design shall be within the range shown in the table below. No seal coat shall be

produced for payment until a mix has been approved by the RPR. The formulation shall pass the fuel resistance test in accordance with ASTM D5727.

The mix formula for each mixture shall be in effect until modified in writing by the RPR.

Improper formulations of coal tar pitch emulsion seal produce coatings that crack prematurely or do not adhere properly to the pavement surface. A minimum of five (5) days is recommended for job mix approval.

Composition of Mixture Per 100 Gallons (379 Liters) of Refined Coal Tar Emulsion

Application	Refined Coal Tar Emulsion Gallons (Liters)	Water Gallons (Liters)	Aggregate lb (km)	Formula Rate of Application of Mix per Square Yard (Square Meter)	
				Minimum Gallons (Liters)	Maximum Gallons (Liters)
Prime Coat (where required) as specified by the coal tar emulsion manufacturer					
1st Seal Coat	100 (379)	25-30 (95-114)	300-500 (136-228)	0.12 (0.54)	0.17 (0.77)
2nd Seal Coat	100 (379)	25-30 (95-114)	300-500 (136-228)	0.12 (0.54)	0.17 (0.77)

The numbers shown in the table represent the maximum recommended range of values. In all cases, the refined coal tar emulsion supplier is to give written approval of specific composition numbers to be used in the mix design.

Some specifications covering this type of coating have allowed sand loadings in excess of 10 pounds per gallon (1.2 kg/L) of refined coal tar emulsion. These coatings have not performed well in the field due to poor fuel resistance and loss of adhesion and are not recommended.

Additional coats may be specified for greater durability.

G4-3.3 Application rate. Application rates are not to exceed 0.17 gal/yd²/coat (0.77 liters/m²/coat), and at no time are total coats to exceed 0.51 gal/yd² (2.3 liters/m²).

G4-3.4 Control strip. Prior to full production, the Contractor shall prepare a quantity of mixture in the proportions shown in the approved mix design sufficient to place a control strip a minimum of 250 square yard (209 m²) at the rate specified in the job mix formula. The test area shall be designated by the RPR and will be located on a representative section of the pavement to be seal coated. Separate control strips by a minimum of 200 feet between sections. The actual application rate will be determined by the RPR during placement of the control strip and will depend on the condition of the pavement surface.

The control strip shall be used to verify the adequacy of the mix design and to determine the application rate. The same equipment and method of operations shall be used on the control strip as will be used on the remainder of the work.

If the control strip proves to be unsatisfactory, the necessary adjustments to the job mix formula, mix composition, application rate, placement operations, and equipment shall be made. Additional control strips shall be placed and evaluated, if required. Full production shall not begin without the RPR's approval. Acceptable control strips shall be paid for in accordance with paragraph 630-7.1.

A qualified manufacturer's representative shall be present in the field to assist the Contractor in applying control areas and/or control strips to determine the optimum application rate of both emulsion and sand.

The control strip affords the Contractor and the Engineer an opportunity to determine the quality of the mixture in place as well as the performance of the equipment.

The application rate depends on the surface texture.

If operational conditions preclude placement of a control strip on the pavement to be treated, it may be applied on a pavement with similar surface texture.

The only test required on the composite mix placed in the field is the viscosity test. The fuel resistance test may be specified; however, this test takes 96 hours to run.

CONSTRUCTION METHODS

G4-4.1 Weather limitations. The seal coat shall not be applied when the surface is wet or when the humidity or impending weather conditions will not allow proper curing. The seal coat shall be applied only when the atmospheric or pavement temperature is 50°F (10°C) and rising and is expected to remain above 50°F (10°C) for 24 hours, unless otherwise directed by the RPR.

G4-4.2 Equipment and tools. The Contractor shall furnish all equipment, tools, and machinery necessary for the performance of the work.

a. Distributors. Distributors or spray units used for the spray application of the seal coat shall be self-propelled and capable of uniformly applying 0.12 to 0.55 gallons per square yard (0.54 to 2.5 liters per square meter) of material over the required width of application. Distributors shall be equipped with removable manhole covers, tachometers, pressure gauges, and volume-measuring devices.

The mix tank shall have a mechanically powered, full-sweep, mixer with sufficient power to move and homogeneously mix the entire contents of the tank.

The distributor shall be equipped with a positive placement pump so that a constant pressure can be maintained on the mixture to the spray nozzles.

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

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

adjusted to assure uniform spread. There shall be a lateral control device and a flexible strike-off capable of being adjusted to lay the slurry at the specified rate of application. The spreader box shall have an adjustable width. The box shall be kept clean; coal tar emulsion and aggregate build-up on the box shall not be permitted.

d. Hand squeegee or brush application. The use of hand spreading application shall be restricted to places not accessible to the mechanized equipment or to accommodate neat trim work at curbs, etc. Material that is applied by hand shall meet the same standards as that applied by machine.

e. Calibration. The Contractor shall furnish all equipment, materials and labor necessary to calibrate the equipment. It shall be calibrated to assure that it will produce and apply a mix that conforms to the job mix formula. Commercial equipment should be provided with a method of calibration by the manufacturer. All calibrations shall be made with the approved job materials prior to applying the seal coat to the pavement. A copy of the calibration test results shall be furnished to the RPR.

G4-4.3 Preparation of asphalt pavement surfaces. Clean pavement surface immediately prior to placing the seal coat by sweeping, flushing well with water leaving no standing water, or a combination of both, so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film. Remove oil or grease that has not penetrated the asphalt pavement by scraping or by scrubbing with a detergent, then wash thoroughly with clean water. After cleaning, treat these areas with the oil spot primer. Any additional surface preparation, such as crack repair, shall be in accordance with Item P-101, paragraph 101-3.6.

G4-4.4 Mixing. Blend the coal tar emulsion mixture in the equipment described in paragraph 4.2 using the ingredients described in paragraph 3.2. The mixing must produce a smooth homogeneous mixture of uniform consistency. (Consult coal tar emulsion supplier for its recommended order of addition of the ingredients.) During the entire mixing and application process, no breaking, segregating or hardening of the emulsion, nor balling or lumping of the sand is to be permitted. Continue to agitate the seal coat mixture in the mixing tank at all times prior to and during application so that a consistent mix is available for application.

Small additional increments of water may be needed to provide a workable consistency, but in no case is the water content to exceed the specified amount.

G4-4.5 Application of slurry seal surface treatment. The aggregate filled slurry seal surface treatment shall be applied at a uniform rate determined in paragraphs 3.2 and 3.3.

In order to provide maximum adhesion, the pavement shall be dampened with a fog spray of water if recommended by the supplier. No standing water shall remain on the surface.

If a prime coat is required, mix and apply the prime coat as specified in paragraph 3.2.

Apply the first coat uniformly to obtain the rate determined in paragraph 3.4.

Each coat shall be allowed to dry and cure initially before applying any subsequent coats. The initial drying shall allow evaporation of water of the applied mixture, resulting in the coating being able to sustain light foot traffic. The initial curing shall enable the mixture to withstand vehicle traffic without damage to the seal coat.

Apply the second coat in the same manner as outlined for the first coat.

Additional coats shall be applied over the entire surface as directed by the RPR.

The finished surface shall present a uniform texture.

The final coat shall be allowed to dry a minimum of eight hours in dry daylight conditions before opening to traffic, and initially cure enough to support vehicular traffic without damage to the seal coat.

Where marginal weather conditions exist during the eight-hour drying time, additional drying time shall be required. The length of time shall be as specified by the supplier. The surface shall be checked after the additional drying time for trafficability before opening the section to vehicle traffic.

Where striping is required, the striping paint used shall meet the requirements of Item P-620, shall be compatible with the seal coat and as recommended by the coal tar emulsion manufacturer.

QUALITY CONTROL

G4-5.1 Contractor's certification. The Contractor shall furnish the manufacturer's certification that each consignment of emulsion shipped to the project meets the requirements of ASTM D5727, except that the water content shall not exceed 50%. The certification shall also indicate the solids and ash content of the emulsion and the date the tests were conducted. The certification shall be delivered to the RPR prior to the beginning of work. The manufacturer's certification for the emulsion shall not be interpreted as a basis for final acceptance. Any certification received shall be subject to verification by testing samples received for project use.

The Contractor shall also furnish a certification demonstrating a minimum of three years' experience in the application of coal tar emulsion seal coats.

G4-5.2 Sampling. A minimum of one sample per day shall be tested for the properties in the table above titled "Composition of Mixture Per 100 Gallons (379 Liters) of Refined Coal Tar Emulsion." A random sample of approximately one-quarter of the composite mix will be obtained daily by the Contractor and stored in a glass container. The containers shall be sealed against contamination and retained in storage by the Owner for a period of six months. Samples shall be stored at room temperature and not be subjected to freezing temperatures.

A sample of undiluted coal tar emulsion shall be obtained from each consignment shipped to the job.

G4-5.3 Records. The Contractor shall maintain an accurate record of each batch of materials used in the formulation of the seal coat and provide the documentation to the RPR daily.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C67 Tile	Standard Test Method for Sampling and Testing Brick and Structural Clay Tile
ASTM C136 Aggregates	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C1602 Hydraulic Cement Concrete	Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete
ASTM D490	Standard Specification for Road Tar
ASTM D3699	Standard Specification for Kerosine
ASTM D5727 Type)	Standard Specification for Emulsified Refined Coal Tar (Mineral Colloid Type)

Code of Federal Regulations (CFR)

29 CFR Part 1910.1200 Hazard Communication

40 CFR Protection of the Environment