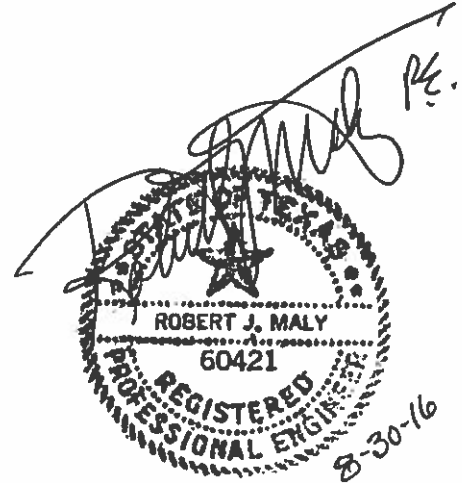


**CONTRACT DOCUMENTS
AND
SPECIFICATIONS
FOR
GREGG COUNTY TRYON ROAD AT
HAWKINS PARKWAY
PROJECT BID#2016-620**

AUGUST 2016



PREPARED FOR:

GREGG COUNTY, TEXAS
1179 FM449
LONGVIEW, TEXAS 75605

PREPARED BY:

MALÝ & ASSOCIATES, INC.
P.O. BOX 6
JUDSON, TEXAS 75660
FIRM REGISTRATION NO. F-2851

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ADVERTISEMENT FOR BIDS

To: Fran Summers <fsummers@news-journal.com>
Longview News-Journal

From: Kelli L. Davis, CPPB

Subject: Advertisement Bid# 2016-620; Gregg County Tryon Road at Hawkins Parkway Project.

Please run the following ad on Friday, September 2 and Sunday, September 11, 2016 in the Longview-News Journal.

PUBLIC NOTICE

1. Sealed bids will be received by the Purchasing Department, at 101 E. Methvin St., Suite 205, Longview, TX 75601, on or before Monday, September 19, 2016 by 2:00 p.m. for Bid No.2016-620; Tryon Road at Hawkins Parkway Project. Late Bids will not be accepted. Specifications will be available on county website at www.co.gregg.tx.us on the Purchasing Department web page, or request by e-mail at purchasing@co.gregg.tx.us or by calling (903) 237-2684. Plans and specifications may be examined without charge or obtained for a purchase price of \$100.00 per set at the business of WOLF REPRODUCTIONS, 314 Tyler St., Longview, TX 75601. Purchased plans are nonrefundable. Payment will be made after items have been received in accordance with award. Vendors must bid unit costs, but may offer lump sum discounts. Gregg County reserves the right to accept or reject in whole or in part any

NOTICE TO BIDDERS

GREGG COUNTY

LONGVIEW, TEXAS
75605

Notice is hereby given that Gregg County, acting through its Commissioners Court, will enter into a contract for: Tryon Road at Hawkins Parkway Project, Bid #2016-620. Specifications may be obtained at the Offices of the Gregg County Purchasing Dept. Sealed bids for the above mentioned items will be received by Ms. Kelli Davis, CPPB, Purchasing Agent for the Court, and such bids may be either mailed or delivered to the Purchasing Agent, but must be received at or before 2:00 o'clock p.m., on Monday, the 19th day of September, 2016, at which time the Purchasing Agent will open bids. As provided by law, the Court reserves the right to reject any and all bids.

Kelli Davis, CPPB
Purchasing Agent
Gregg County, Longview, TX

BID INSTRUCTIONS / REQUIREMENTS

1. **SUBMISSION OF BIDS/BIDS:** Two (2) complete sets of all bid documents (original and one (1) copy) shall be sealed and marked Bid# 2016-620; Tryon Road at Hawkins Parkway Project. All bids must be sealed when returned to Gregg County.

Gregg County Purchasing
Kelli Davis, CPPB, Purchasing Agent
101 East Methvin, St. 205
Longview, Texas 75601

Questions concerning this bid/Bid and process shall be directed to Gregg County Purchasing Director by email to purchasing@co.gregg.tx.us; Kelli Davis. Failure to comply with this guideline could result in disqualification from the bid process.

The bid must be signed and dated by a representative of the vendor's company who is authorized. It should be sealed, and received by the closing date and time specified. A facsimile transmission is **not** an acceptable response to this Bid.

All questions/checklists/blanks must be included in your response on the forms provided. Failure to include any of the requested information within your bid may result in rejection/disqualification.

2. **BIDS WILL BE** received and publicly acknowledged at the Gregg County Purchasing Department located at the address listed above on September 19, 2016 at 2:00 p.m. Vendors, their representatives and interested persons may be present. All submissions shall be open for public inspection except for trade secrets, financial information, and other confidential information contained in the Bid/bid and identified as such by vendor.
3. **PLANS AND SPECIFICATIONS** may be examined without charge or obtained for a purchase price of \$100.00 per set at the business of WOLF REPRODUCTIONS, 314 Tyler St., Longview, TX 75601. Purchased plans are nonrefundable.
4. **A CERTIFIED OR CASHIER'S CHECK**, or an acceptable bid bond in an amount not less than five percent (5%) of the total bid shall accompany each bid as a guaranty that, if awarded the contract, the bidder will promptly enter into contract with the County of Gregg, Texas and furnish bonds on the forms provided.
5. **THE SUCCESSFUL BIDDER** will be required to furnish a Performance Bond, Payment Bond and Maintenance Bond in the amount of the contract, written by a responsible surety company authorized to do business in the State of Texas, and satisfactory to the Owner as required by Article 5160 V.A.T.C.S.
6. **BIDDERS ARE EXPECTED TO INSPECT** the site of the work and to inform themselves of all local conditions. Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the

drawings and specifications including Addenda. After bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or the nature of the work to be done. **Time of completion shall be part of the consideration for award of the bid. Contractor shall enter the number of calendar days, including Saturdays, Sundays, and legal holidays to complete the Work identified in the Contract Documents.**

7. **ADDENDA AND INTERPRETATION.** No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Purchasing Agent. Any inquiry received 72 hours prior to the date and time fixed for opening of bids will be given consideration.

Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the Owner and the office of the Engineer. In addition, all Addenda will be mailed to each person holding Contract Documents, but it shall be the Bidders' responsibility to make inquiry as to the Addenda issued. All such Addenda shall become a part of the Contract and all Bidders shall be bound by such Addenda whether or not received by the Bidders.

8. **ANY BID received after the date and/or hour set for bid opening will not be accepted. Bidder will be notified and will advise Gregg County Purchasing as to the disposition by either pick up, return at bidder's expense, or destroyed with written authorization of the bidder.** If bids/Bids are sent by mail to the Purchasing Department, the bidder shall be responsible for actual delivery of the bid to the Purchasing Department before the advertised date and hour for opening of bids. If mail is delayed either in the postal service or in the internal mail system of Gregg County beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be disposed of as authorized.
9. **NO BID** may be withdrawn after the scheduled closing time for receipt of bids for at least 60 calendar days. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.
10. **IN CASE** of ambiguity or lack of clearness stating the price in the bids, the Owner reserves the right to consider the most advantageous construction thereof or to reject the bid. The Owner reserves the right to reject any or all bids, waive any or all informalities, and to award the contract to the bidder or bidders who, in the opinion of the Owner, offers the proposal to the best interest of same.

In the event there is more than one bid item in the bidding schedule, the Bidder shall furnish a price for all bid items in the schedule, and failure to do so will render the proposal informal and may cause its rejection. The Bidder shall state in figures the unit prices or the specific sums as the case may be, for which he proposes to supply the labor, materials, supplies or machinery and completely perform the Contract. The total amount of each item bid and the total amount of the bid shall be stated in words and figures. In the event words and figures do not agree, the words shall govern and the figures shall be disregarded. If

the unit price and the total amount named by a Bidder for any item are not in agreement, the unit price alone will be considered as representing the Bidder's intention and the total will be corrected to conform thereto.

The unit price for each of the several items in the proposal of each Bidder shall include its prorata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price Bid represents the total bid. Any Bid not conforming to this requirement may be rejected as informal. The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five (25%) percent, except for work not covered in the Technical Specifications as provided for in the General Conditions.

11. **BID BOND.** Each Bid must be accompanied by a Bid Bond payable to the Owner for five percent (5%) of the total amount of the Bid. As soon as the Bid prices have been compared, the Owner will return the Bonds of all except the three lowest responsible Bidders. When the Agreement is executed the bonds of the two remaining unsuccessful Bidders will be returned. The Bid Bond of the successful Bidder will be retained until the Payment Bond and Performance Bond have been executed and approved after which it will be returned. A certified check may be used in lieu of a Bid Bond.

12. **PERFORMANCE / PAYMENT / MAINTENANCE BONDS.** A Performance Bond, Payment Bond, and Maintenance Bond each in the amount of **100 percent** of the Contract Price, with a corporate surety approved by the Owner, will be required for the faithful performance of the Contract.

Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each Bond a certified and effective date copy of their power of attorney.

The party to whom the Contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Payment Bond within fifteen (15) calendar days from the date when Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the Necessary Agreement and Bond forms. In case of failure of the Bidder to execute the Agreement, the Owner may at his option consider the Bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the Owner.

The Owner within fifteen (15) days of receipt of acceptable Performance Bond, Payment Bond and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Bidder may by Written Notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

13. **NOTICE TO PROCEED.** The Notice to Proceed shall be issued within fifteen (15) days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and the Contractor. If the Notice to Proceed has not been issued within fifteen (15) day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.
14. **STATEMENT OF QUALIFICATIONS.** Each Bidder shall submit a Statement of Qualifications listing his experience record in constructing the type of improvements embraced in the Contract, his organization and equipment available for the work contemplated, and, when specifically requested by the Owner, a detailed financial statement. The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.
15. **TIME OF COMPLETION AND LIQUIDATED DAMAGES.** Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" by the Owner and to fully complete the project within the time proposed by the Bidder in the Proposal. The bidder must agree to pay, as liquidated damages, the sum of \$500 for each consecutive calendar day thereafter as hereinafter provided for in the General Conditions.
16. **SALES TAX EXEMPTION.** This Contract is issued by the Commissioners of Gregg County, Texas, an organization which qualifies for exemption pursuant to the provisions of the Texas Limited Sales, Excise and Use Tax Act. The Contractor or Sub-Contractors performing work under this Contract may purchase all materials used or consumed in the performance of work on this Contract by issuing to his suppliers an exemption certificate in lieu of the tax. Tax exemption certificates issued by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's ruling.
17. **CERTIFICATE OF FINAL COMPLETION.** A Certificate of Completion will be required in the final completion and acceptance of the project as provided in the General Conditions.
18. **It is the bidders' sole responsibility to print and review all pages of the bid document, attachments, questions and their answers, addenda and special notices. The Bid Signature Form, Certification of Eligibility and contract must be signed and returned. Failure to provide signatures on these forms could render bid non-responsive.**
19. **All documents relating to this bid including but not limited to, the bid document, questions and their responses, addenda and special notices will be posted under the Bid number on the Gregg County Purchasing Department website and available for download by bidders and other interested parties. It is the bidders'/respondents' sole**

responsibility to review this site and retrieve all related documents prior to the Bid due date.

Bid Submission Requirements

- ✓ **Completed and signed Bid Forms including *Certification of Eligibility, Bid Signature Form, Bid Contract, Official Bid Sheet* and *Vendor References*. Vendor shall submit original forms with original signatures,**
- ✓ **Insurance Certificates – Bidder must submit all Insurance Certificates with bid.**
- ✓ **List of Sub-Contractors (If applicable) – Bidder must submit a list of sub-contractors that will be used to complete bid guidelines.**
- ✓ **Information regarding any pending or past lawsuits within 10 years**

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

Name of Bidder: _____
Address: _____

Date Organized: _____ Date Incorporated: _____

Number of Years in contracting business under present name: _____

CONTRACTS ON HAND:	Dollar Amount	Completion Date

Type of work performed by your company: _____

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

Have you ever defaulted on a contract? _____

List the projects most recently completed by your firm (include project of similar importance)	Dollar Amount	Completion Date
Projects		

Major equipment available for this contract:

Type of work performed by your company: Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Credit Available \$ _____

Bank Reference: _____

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by _____ Gregg County, Texas _____ in verification of the recitals comprising this Statement of Bidder's Qualifications.

Executed this _____ day of _____, 2016

By:

(Signature)

(Title)

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 will be submitted online via Form 1295 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, sign and notarize 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.

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: _____

COUNTY OF GREGG

CERTIFICATION OF FINAL COMPLETION

Tryon Road at Hawkins Parkway Intersection Project, Bid #2016-620

CONTRACT DATED: _____

STATE OF TEXAS §
COUNTY OF GREGG §

Before me, the undersigned authority, a Notary Public in and for Gregg County, Texas , on this day personally appeared _____ who, being by me duly sworn on his oath, says that he is the Contractor who has performed a contract with the County of Gregg 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 the County of Gregg attached to the contract; that said work and all items 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 prevailing minimum rates set by the United States Department of Labor for the regional job classifications 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.

Sworn to and subscribed before me this _____ day of _____, 2016.

Notary Public, Gregg County, Texas

This is to certify that I have thoroughly inspected the work performed by the above named contractor on the above described contract and find all things in accordance with the plans and specifications governing this work.

Inspector

Project Consulting Engineer

SALES TAX EXEMPTION

House Bill 11 (HB 11) enacted by the Legislature provides that contractors may no longer issue an exemption certificate when purchasing materials for use on a new construction project for exempt organizations other than school districts and nonprofit hospitals, unless the project qualifies for the prior contract exemption.

Separated contracts, which separate charges for materials from charges for labor may still be used in performing new construction projects for all other exempt organizations. (Example: cities, counties, churches, etc.) The separate charges for materials and labor must be included in the executed contract.

Under a separated contract, the contractor becomes a seller of materials incorporated into the project. (Example: bricks, lumber, concrete, paint, etc.) As a seller, the contractor may issue a resale certificate in lieu of paying the sales tax at the time of purchase. The contractor must then receive an exemption certificate from the exempt organization for the materials. This procedure may not be used for materials which do not become a part of the finished project. (Example: equipment rentals, form materials, etc.)

To use this procedure, the contractor must have a sales tax permit issued by the Comptroller.

The statement of the separate charges must be a part of the contract and shall be in the following form:

Materials: \$ _____
Services: \$ _____
Total: \$ _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,

_____, as PRINCIPAL, AND

_____, as SURETY

are held and firmly bound unto _____, hereinafter

called the "Local Public Agency", in the penal sum of _____

_____ Dollars (\$ _____),

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying

Bid, dated _____ 2016, for _____

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after the said opening, and shall within the period specified therefor, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Local Public Agency in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and given such bond within the time specified, if the Principal shall pay the Local Public Agency the difference between the amount specified in said Bid and the amount for which the Local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 2016, the name and corporate seal of each corporate party being hereto affixed and these present signed by its undersigned representative, pursuant to authority of its governing body.

Witness

Principal Seal

Title

Witness

Surety Seal

Title

Attorney-in-Fact, State of _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the
_____, Secretary of the Corporation named as Principal in the within bond;
that _____, who signed the said bond on behalf
of the Principal was then _____

of said corporation; that I know his signature, and his signature thereto is genuine; and that
said bond was duly signed, sealed, and attested to for and in behalf of said corporation by
authority of this governing body.

Corporate Seal

Title

BID PROPOSAL

COMMISSIONER'S COURT
COUNTY BUILDING
100 WHALEY STREET
LONGVIEW, TX 75606

TRYON ROAD AT HAWKINS PARKWAY PROJECT #2016-620

Proposal of _____, (hereinafter called "Bidder"), a corporation, organized and existing under the laws of the State of _____ a partnership, or an individual doing business as _____ (strike out inapplicable terms).

TO THE COUNTY OF GREGG, TEXAS (OWNER):

The undersigned bidder, in response to the Notice to Bidders for the construction of the above project and in conformance with the Information for Bidders; having examined the plans, specifications, related documents and the site of the proposed work; being familiar with all of the conditions relating to the construction of the proposed project, including the availability of materials and labor; hereby proposed to furnish all labor, materials, supplies, equipment, and superintendence necessary for the construction of the project in accordance with the plans, specifications, and contract documents at the unit prices proposed

The undersigned Bidder proposes, acknowledges, and agrees to construct the entire project as shown on the plans, fully in accordance with the requirements of the plans, specifications, and contract documents for the prices included in this Proposal and fully understands and agrees that the various items of material, labor, and construction not specifically enumerated and provided for herein are considered subsidiary to the several items for which this direct payment is specifically provided. Furthermore, the undersigned agrees that one such subsidiary item is the protection, maintenance, repair, or replacement of all underground lines and services, whether shown on the plans or not, all to the full satisfaction of the Engineer and in a timely manner.

BASE BID - PAVING & DRAINAGE

Item No.	Estimated Quantity	Unit	Name of Pay Item Unit Price in Words	Unit Bid Price	Amount Bid
1.	1	LS	Mobilization (TxDOT Item 500) _____ Dollars and _____ Cents Per Unit <u>Breakdown:</u> Labor/Equip \$ Material \$	\$ -	\$ -
2.	8	EA	Mailbox Assemblies (TxDOT Item 560) _____ Dollars and _____ Cents Per Unit <u>Breakdown:</u> Labor/Equip \$ Material \$	\$ -	\$ -
3.	1	LS	Erosion Control BMPs _____ Dollars and _____ Cents Per Unit <u>Breakdown:</u> Labor/Equip \$ Material \$	\$ -	\$ -
4.	17	STA (Class I)	Furnishing and Placement of 4" of Topsoil _____ Dollars and _____ Cents Per Unit <u>Breakdown:</u> Labor/Equip \$ Material \$	\$ -	\$ -
5.	3.5	AC	R-O-W Preparation (TxDOT Item 100) (Pavement-Conc. & HMAC, Culverts, Tree) _____ Dollars and _____ Cents Per Unit <u>Breakdown:</u> Labor/Equip \$	\$ -	\$ -
6.	7086	CY	Excavation (TxDOT Item 110) _____ Dollars and _____ Cents Per Unit <u>Breakdown:</u> Labor/Equip \$ Material \$	\$ -	\$ -

BASE BID - PAVING & DRAINAGE

Item No.	Estimated Quantity	Unit	Name of Pay Item Unit Price in Words	Unit Bid Price	Amount Bid
7.	362	CY	Embankment (TxDOT Item 132) _____ Dollars and _____ Cents Per Unit <u>Breakdown:</u> Labor/Equip \$ Material \$	\$ -	\$ -
8.	356	SF	6" Limestone Flexbase Temporary Driveway _____ Dollars and _____ Cents Per Unit <u>Breakdown:</u> Labor/Equip \$ Material \$	\$ -	\$ -
9.	1,850	CY	8" Select Fill (PI = 5 to 15, LL ≤ 40) _____ Dollars and _____ Cents Per Unit <u>Breakdown:</u> Labor/Equip \$ Material \$	\$ -	\$ -
10.	2285	CY	Limestone Flexbase (TxDOT Item 247) Grade 2 Type A or C _____ Dollars and _____ Cents Per Unit <u>Breakdown:</u> Labor/Equip \$ Material \$	\$ -	\$ -
11.	9885	SF	8" Concrete Pavement (3600 psi@ 28 Days) _____ Dollars and _____ Cents Per Unit <u>Breakdown:</u> Labor/Equip \$ Material \$	\$ -	\$ -
12.	467	LF	6" Concrete Integral Curb _____ Dollars and _____ Cents Per Unit <u>Breakdown:</u> Labor/Equip \$ Material \$	\$ -	\$ -

BASE BID - PAVING & DRAINAGE

Item No.	Estimated Quantity	Unit	Name of Pay Item Unit Price in Words	Unit Bid Price	Amount Bid
13.	2614	SF	6" Raised Conc Median - 4" Thick _____ Dollars and _____ Cents Per Unit <u>Breakdown:</u> Labor/Equip \$ Material \$	\$ -	\$ -
14.	1,305	TON	4" HMAC Pavement Type D _____ Dollars and _____ Cents Per Unit <u>Breakdown:</u> Labor/Equip \$ Material \$	\$ -	\$ -
15.	840	LF	18" Curb and Gutter _____ Dollars and _____ Cents Per Unit <u>Breakdown:</u> Labor/Equip \$ Material \$	\$ -	\$ -
16.	1	EA	10" Curb Inlet _____ Dollars and _____ Cents Per Unit <u>Breakdown:</u> Labor/Equip \$ Material \$	\$ -	\$ -
17.	76	LF	18" HDPE Storm Drain Pipe _____ Dollars and _____ Cents Per Unit <u>Breakdown:</u> Labor/Equip \$ Material \$	\$ -	\$ -
18.	1	EA	18" HDPE Fittings (WYE) 22.5° Bend _____ Dollars and _____ Cents Per Unit <u>Breakdown:</u> Labor/Equip \$ Material \$	\$ -	\$ -

BASE BID - PAVING & DRAINAGE

Item No.	Estimated Quantity	Unit	Name of Pay Item Unit Price in Words	Unit Bid Price	Amount Bid
19.	3928	SF	Residential Drwy (2" HMAC on 6" _____ Dollars and _____ Cents Per Unit <u>Breakdown:</u> Labor/Equip \$ Material \$	\$ -	\$ -
20.	174	LF	18" CL III RCP w/ Filter Fabric Joints _____ Dollars and _____ Cents Per Unit <u>ed</u> Labor/Equip \$ Material \$	\$ -	\$ -
21.	32	LF	15" CGMP Culvert Pipe _____ Dollars and _____ Cents Per Unit <u>Breakdown:</u> Labor/Equip \$ Material \$	\$ -	\$ -
22.	17	EA	18" S.E.T. w/1:4 Slopes _____ Dollars and _____ Cents Per Unit <u>Breakdown:</u> Labor/Equip \$ Material \$	\$ -	\$ -
23.	2	EA	15" S.E.T. w/1:4 Slopes _____ Dollars and _____ Cents Per Unit <u>Breakdown:</u> Labor/Equip \$ Material \$	\$ -	\$ -
24.	24	SY	12" Gabion Mattress w/ Filter Fabric _____ Dollars and _____ Cents Per Unit <u>Breakdown:</u> Labor/Equip \$ Material \$	\$ -	\$ -

BASE BID - PAVING & DRAINAGE

Item No.	Estimated Quantity	Unit	Name of Pay Item Unit Price in Words	Unit Bid Price	Amount Bid
25.	28	EA	Directional Arrows, Words, Stop Bars _____ Dollars and _____ Cents Per Unit <u>Breakdown:</u> Labor/Equip \$ Material \$	\$ -	\$ -
26.	890	LF	4" Reflective Lane Striping (yellow) _____ Dollars and _____ Cents Per Unit <u>Breakdown:</u> Labor/Equip \$ Material \$	\$ -	\$ -
27.	4,835	LF	4" Reflective Lane Striping (white) _____ Dollars and _____ Cents Per Unit <u>Breakdown:</u> Labor/Equip \$ Material \$	\$ -	\$ -
28.	400	LF	12" Wide Reflective Diagonal Stripe Bars (Yellow) _____ Dollars and _____ Cents Per Unit <u>Breakdown:</u> Labor/Equip \$ Material \$	\$ -	\$ -
29.	10	EA	Signage (Stop, Yield, etc. per MUTCD) _____ Dollars and _____ Cents Per Unit <u>Breakdown:</u> Labor/Equip \$ Material \$	\$ -	\$ -
30.	6001	SY	Common Bermuda Solid Sod (Item 162) _____ Dollars and _____ Cents Per Unit <u>Breakdown:</u> Labor/Equip \$ Material \$	\$ -	\$ -

BASE BID - PAVING & DRAINAGE

Item No.	Estimated Quantity	Unit	Name of Pay Item Unit Price in Words	Unit Bid Price	Amount Bid
31.	1	EA	Tree Removal and Stump Grinding _____ Dollars and _____ Cents Per Unit <u>Breakdown:</u> Labor/Equip \$ Material \$	\$ -	\$ -
32.	1	LS	Miscellaneous Allowance _____ Dollars and _____ Cents Per Unit <u>Breakdown:</u> Labor/Equip \$ Material \$	\$ 10,000.00	\$ 10,000.00

BID SUMMARY

TOTAL BASE BID
(Words and Figures)

 _____ DOLLARS
 _____ CENTS
 \$ _____

TOTAL BASE BID FOR MATERIALS AND EQUIPMENT
INCORPORATED INTO PROJECT
(Words and Figures)

 _____ DOLLARS
 _____ CENTS
 \$ _____

GREGG COUNTY, TEXAS

Project Name: TRYON ROAD AT HAWKINS PARKWAY PROJECT
BID #2016-620

TOTAL MATERIALS COST: _____

TOTAL SERVICES COST: _____

TOTAL CONTRACT PRICE: _____

NOTES:

1. The total materials cost plus the total services costs must equal the amount shown for the total contract price.
2. Only the **selected contractor** will be required to complete Materials and Equipment incorporated in the project within two days of award of contract and prior to execution of Agreement with Gregg County. Complete the Sales Tax Exemption form, ST-1.

The undersigned Bidder hereby agrees to begin work under the contract on or before the date to be specified in the written Notice to Proceed and to fully complete the project within _____ consecutive calendar days. The undersigned Bidder further agrees to pay, as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as provided in Item 23 of the Bid Instructions/Requirements.

The undersigned Bidder has contacted, within 72 hours prior to this bid opening, the Purchasing office and has determined that all Addenda are as follows:

Addendum No. 1, Dated: _____

Addendum No. 2, Dated: _____

The undersigned Bidder acknowledges and agrees that this Proposal shall be good and may not be withdrawn for a period of 60 calendar days from the date of this bid opening.

The undersigned Bidder is obligated to and shall show accurate unit prices as well as total amounts, and agrees that in the case of ambiguity between unit prices and total amounts or in the case of any other ambiguity the Owner may interpret an ambiguity in a manner most advantageous to the Owner or reject the bid.

The undersigned Bidder further acknowledges and agrees that a bid that has been opened may not be changed for the purpose of correcting an error in the final bid price.

The undersigned Bidder agrees to execute the Contract Agreement and furnish the required Performance Bond, Payment Bond, and Maintenance Bond within 15 calendar days from the date of acceptance of the Proposal.

The undersigned Bidder has attached and made a part of this Proposal a bid security in conformance with Item 7 of the Bid Instructions/Requirements.

Submitted by:

(Signature)

(Firm)

(Name - Typed or Printed)

(Address)

(Title)

(Attest - Date)

(City, County, State, Zip Code)

(Corporation Seal)

(Area Code - Telephone Number)

(Fax Number)

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 _____

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

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 will be submitted online via Form 1295 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, sign and notarize 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.

CONTRACT DOCUMENT

STANDARD FORM OF AGREEMENT

STATE OF TEXAS §
COUNTY OF GREGG §

THIS AGREEMENT, made and entered into this ___ day of _____, A.D. 2016, by and between the County of Gregg and State of Texas, acting through its Commissioners Court, thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and _____, of the City of _____ County of _____ and State of _____, 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:

Tryon Road at Hawkins Parkway Project, Bid # 2016-620

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore, as prepared by MALY & ASSOCIATES, INC. CONSULTING ENGINEERS, P.O. BOX 6, JUDSON, TX 75660 herein entitled the ENGINEER, each of which has been identified by the CONTRACTOR and the ENGINEER, together with the CONTRACTOR'S written Proposal, the General Conditions of the Agreement, and the Performance, Payment and Maintenance Bonds hereto attached, all of which are made a part hereof and collectively evidenced and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work on or before the date specified in the written notice to proceed, and to complete the same within _____ calendar days after the date specified in 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.

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 General and Special Conditions of the contract.

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

Party of the First Part (OWNER)

Party of the Second Part (CONTRACTOR)

By: _____

By: _____

(Printed Name of Owner)

(Printed Name of Contractor)

ATTEST:

ATTEST:

(Seal)

(Seal)

CERTIFICATE OF INSURANCE

TO:

_____	Date: _____
Owner _____	Project No. _____
_____	Type of _____
_____	Project _____
Address _____	

THIS IS TO CERTIFY THAT _____
(Name and address of insured)

is, at the date of this certificate, insured by this Company with respect to the business operations hereinafter described, for the types of Insurance and in accordance with the provisions of the standard policies used by this Company, and further hereinafter described. Exceptions to standard policy noted on reverse side hereof.

TYPE OF INSURANCE

	Policy No.	Effective	Expires	Limits of Liability
Workmen's Compensation				
Public Liability				1 person \$ _____ 1 accident \$ _____
Contingent Liability				1 person \$ _____ 1 accident \$ _____
Property Damage				
Builder's Risk				
Automobile				
Other				

The foregoing Policies (do) (do not) cover all sub-contractors.

Locations Covered: _____

Descriptions of Operations Covered: _____

The above policies either in the body thereof or by appropriate endorsement provide that they may not be changed or cancelled by the insurer in less than five days after the insured has received written notice of such change or cancellation.

Where applicable local laws or regulations require more than five days actual notice of change or cancellation to the assured, the above policies contain such special requirements, either in the body thereof or by appropriate endorsement thereto attached.

(Name of Insurer)

By _____

Title _____

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 _____,

2016, a copy of which is hereto attached and made a part hereof for the construction of:

Tryon Road at Hawkins Parkway Project, Bid#2016-620
(Project Name)

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 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 expenses 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 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 _____, 2016 _____.

_____	_____	_____
Witness	Principal	Seal

	Title	
_____	_____	_____
Witness	Surety	Seal

	Title	

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

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where PROJECT is located.

PAYMENT 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 _____, 2016, a copy of which is hereto attached and made a part hereof for the construction of:

Tryon Road at Hawkins Parkway Project, Bid#2016-620

(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 ____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2016.

Witness

Principal Seal

Title

Witness

Surety Seal

Title

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

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where PROJECT is located.

MAINTENANCE BOND

STATE OF TEXAS §

COUNTY OF GREGG §

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal, hereinafter called "Contractor", and the other subscriber hereto as Surety, do hereby acknowledge ourselves to be held and firmly bound to the County of Gregg, Texas, in the sum of _____ DOLLARS (\$) _____) for the payment of which sum well and truly to be made to the Count of Gregg, Texas and its successors, the said Contractor and Surety do bind themselves, their successors and assigns jointly and severally. The conditions of this obligation are such that:

WHEREAS, the said Contractor has entered into a contract in writing with the County of Gregg, Texas, dated of even date herewith for

TRYON ROAD AT HAWKINS PARKWAY PROJECT, BID #2016-620

All of such work to be done as set out in full in said contract and the plans and specifications therein referred to.

NOW, THEREFORE, if the said Contractor shall repair, replace and restore any and all defects in or damages to said construction, occasioned by, and resulting within one (1) year from and after the day of the acceptance of said work by said County of Gregg from defects in materials furnished by, or workmanship of the Contractor, in performing the work covered by said contract, then this obligation shall become null and void, and shall be of no further force and effect; otherwise, the same is to remain in full force and effect.

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) _____
(Principal)

Name _____ Name _____
Title _____ Title _____
Date _____

ATTEST/WITNESS _____
(Full Name of Surety)

Name _____ Name _____
Title _____ Title _____
Date _____

GENERAL CONDITIONS

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GENERAL CONDITIONS OF AGREEMENT

1. DEFINITIONS OF TERMS

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

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

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

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

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

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

1.06 EXTRA WORK. The term "Extra Work" as used in this contract shall be understood to mean and include all work that may be required by the ENGINEER or OWNER to be done by the CONTRACTOR to accomplish any change, alteration or addition to the work shown upon the plans, or reasonably implied by the specifications, and not covered by the CONTRACTOR'S proposal, except as provided under "Changes and Alterations", herein.

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

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

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

2. RESPONSIBILITIES OF THE ENGINEER AND THE CONTRACTOR.

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

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

2.03 PAYMENTS FOR WORK. The ENGINEER shall review CONTRACTOR'S applications for payment and supporting data, determine the amount owed to the CONTRACTOR and approve, in writing, payment to CONTRACTOR in such amounts; such approval of payment to CONTRACTOR constitutes a representation to the OWNER of ENGINEER'S professional judgement that the work has progressed to the point indicated to the best of his knowledge, information and belief, but such approval of an application for payment to CONTRACTOR shall not be deemed as a representation by ENGINEER that ENGINEER has made any examination to determine how or for what purpose CONTRACTOR has used the moneys paid on account of the Contract price.

2.04 DISPUTE DETERMINATIONS. The ENGINEER initially shall determine all claims, disputes and other matters in question between the CONTRACTOR and the OWNER relating to the execution or progress of the work or the interpretation of the Contract Documents and the ENGINEER'S decision shall be rendered in writing within a reasonable time.

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

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

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

Likewise, the CONTRACTOR shall be solely responsible for the safety of himself, his employees and other persons, as well as for the protection of the safety of the improvements being erected/razed and the property of himself or any other person, as a result of his operations hereunder. Engineering construction drawings and specifications as well as any additional information concerning the work to be performed passing from or through the ENGINEER shall not be interpreted as requiring or allowing CONTRACTOR to deviate from the plans and specifications, the intent of such drawings, specifications and any other such instructions being to define with particularity the agreement of the parties as to the work the CONTRACTOR is to perform. CONTRACTOR shall be fully and completely liable, at his own expense, for design, construction, installation and use, or non-use, of all items and methods incident to performance of the contract, and for all loss, damage or injury incident thereto, either to person or property, including, without limitation, the adequacy of all temporary supports, shoring, bracing, scaffolding, machinery or equipment, safety precautions or devices, and similar items or devices used by him during construction.

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

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

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

2.09 CONTRACTOR'S BUILDINGS. The building of structures for housing men, or the erection of tents or other forms of protection, will be permitted only at such places as the ENGINEER shall direct, and the sanitary conditions of the grounds in or about such structures shall at all times be maintained in a manner satisfactory to the ENGINEER.

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

2.11 SHOP DRAWINGS. The CONTRACTOR shall submit to the ENGINEER, with such promptness as to cause no delay in his own work or in that of any other Contractor, four checked copies, unless otherwise specified, of all shop and/or setting drawings and schedules required for the work of the various trades, and the ENGINEER shall pass upon them with reasonable promptness, making desired corrections. The CONTRACTOR shall make any corrections required by the ENGINEER, file with him two corrected copies and furnish such other copies as may be needed. The ENGINEER'S approval of such drawings or specifications, unless contractor has in writing called the ENGINEER'S attention to such deviations at the time of submission, shall not relieve Contractor of responsibility for errors of any sort in shop drawings or schedules. It shall be the CONTRACTOR'S responsibility to fully and completely review all shop drawings to ascertain their effect on his ability to perform the required contract work in accordance with the plans and specifications and within the contract time.

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

2.12 PRELIMINARY APPROVAL. The ENGINEER shall not have the power to waive the obligations of this contract for the furnishing by the CONTRACTOR of good material, and of his performing good work as herein described, and in full accordance with the plans and specifications. No failure or omission of the ENGINEER to discover, object to or condemn any defective work or material shall release the CONTRACTOR from the obligations to fully and properly perform the contract, including without limitations, the obligation to at once tear out, remove and properly replace the same at

any time prior to final acceptance upon the discovery of said defective work or material; provided, however, that the ENGINEER shall, upon request of the CONTRACTOR, inspect and accept or reject any material furnished, and in event the material has been once accepted by the ENGINEER, such acceptance shall be binding on the OWNER, unless it can be clearly shown that such material furnished does not meet the specifications for this work.

Any questioned work may be ordered taken up or removed for re-examination, by the ENGINEER, prior to final acceptance, and if found not in accordance with the specifications for said work, all expense of removing, re-examination and replacement shall be borne by the CONTRACTOR, otherwise the expense thus incurred shall be allowed as EXTRA WORK, and shall be paid for by the OWNER; provided that, where inspection or approval is specifically required by the specifications prior to performance of certain work, should the CONTRACTOR proceed with such work without requesting prior inspection or approval he shall bear all expense of taking up, removing, and replacing this work if so directed by the ENGINEER.

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

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

If such changes or alterations diminish the quality of the work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the work that may be dispensed with, except as provided for unit price items under Section 5 "Measurement and Payment." If the amount of work is increased, and the work can fairly be classified under the specifications, such increase shall be paid for according to the quantity actually done and at the unit price, if any, established for such work under this contract, except as provided for unit price items under Section 5 "Measurement and Payment;" otherwise, such additional work shall be paid for as provided under Extra Work. In case the OWNER shall make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then the OWNER shall recompense the CONTRACTOR for any material or labor so used, and for any actual loss occasioned by such change, due to actual expenses incurred in preparation for the work as originally planned.

3. GENERAL OBLIGATIONS AND RESPONSIBILITIES

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

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

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

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

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

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

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

3.08 DAMAGES. In the event the CONTRACTOR is damaged in the course of the completion of the work by the act, neglect, omission, mistake or default of the OWNER, or of the ENGINEER, or of any other CONTRACTOR employed by the OWNER upon the work, thereby causing loss to the CONTRACTOR, the OWNER agrees that he will reimburse the CONTRACTOR for such loss. In the event the OWNER is damaged in the course of the work by the act, negligence, omission, mistake or default of the CONTRACTOR, or should the CONTRACTOR unreasonably delay the progress of the work being done by others on the job so as to cause loss for which the OWNER becomes liable, then the CONTRACTOR shall reimburse the OWNER for such loss.

3.09 PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC. The CONTRACTOR shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes. All machinery and equipment and other physical

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

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

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

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

3.11 LOSSES FROM NATURAL CAUSES. Unless otherwise specified, all loss or damage to the CONTRACTOR arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstance in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the CONTRACTOR at his own cost and expense.

3.12 PROTECTION OF ADJOINING PROPERTY. The said CONTRACTOR shall take proper means to protect the adjacent or adjoining property or properties in any way encountered, which might be injured or seriously affected by any process of construction to be undertaken under this Agreement, from any damage or injury by reason of said process of construction; and he shall be liable for any and all claims for such damage on account of his failure to fully protect all adjoining property. The CONTRACTOR agrees to indemnify, save and hold harmless the OWNER and ENGINEER against any claim or claims for damages due to any injury to any adjacent or adjoining property, arising or growing out of the performance of the contract; but any such indemnity shall not apply to any claim of any kind arising out of the existence or character of the work.

3.13 PROTECTION AGAINST CLAIMS OF SUB-CONTRACTORS, LABORERS, MATERIALMEN AND FURNISHERS OF MACHINERY, EQUIPMENT AND SUPPLIES. The CONTRACTOR agrees that he will indemnify and save the OWNER and ENGINEER harmless from all claims growing out of the lawful demands of sub-contractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. When so desired by the OWNER, the CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the CONTRACTOR fails so to do, then the OWNER may at the option of the CONTRACTOR either pay directly any unpaid bills of which the OWNER has written notice, or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory

evidence is furnished that all liabilities have been fully discharged, whereupon payments to the CONTRACTOR shall be resumed in full, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligation upon the OWNER by either the CONTRACTOR or his Surety.

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

3.15 LAWS AND ORDINANCES. The CONTRACTOR shall at all times observe and comply with all Federal, State and Local laws, ordinances and regulations, which in any manner affect the contract or the work, and shall indemnify and save harmless the OWNER and ENGINEER against any claim arising from the violation of any such laws, ordinances, and regulations whether by the CONTRACTOR or his employees, except where such violations are called for by the provisions of the Contract Documents. If the CONTRACTOR observes that the plans and specifications are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he shall bear all costs arising therefrom. In case the OWNER is a body politic and corporate, the law from which it derives its powers, insofar as the same regulates the objects for which, or the manner in which, or the conditions under which the OWNER may enter into contract, shall be controlling, and shall be considered as part of this contract, to the same effect as though embodied herein.

3.16 ASSIGNMENT AND SUBLETTING. The CONTRACTOR further agrees that he will retain personal control and will give his personal attention to the fulfillment of this contract and that he will not assign by Power of Attorney, or otherwise, or sublet said contract without the written consent of the ENGINEER, and that no part or feature of the work will be sublet to anyone objectionable to the ENGINEER or the OWNER. The CONTRACTOR further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this contract, shall not relieve the CONTRACTOR from his full obligations to the OWNER, as provided by this Agreement.

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

- (1) is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and,

(2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

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

3.18 INSURANCE. The CONTRACTOR at his own expense shall purchase, maintain and keep in force such insurance as will protect him from claims set for the below which may arise out of or result from the CONTRACTOR'S operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) workmen's compensation claims, disability benefits and other similar employee benefit acts;
- (2) claims for damages because of bodily injury, personal injury, occupational sickness or disease, or death of his employees, and claims insured by usual bodily injury liability coverages;
- (3) claims for damages because of bodily injury, personal injury, sickness or disease, or death of any person other than his employees, and claims insured by usual bodily injury liability coverages; and
- (4) claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

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

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

4. PROSECUTION AND PROGRESS

4.01 TIME AND ORDER OF COMPLETION. It shall be the responsibility of the CONTRACTOR to commence work within ten (10) days after the date of written notice to proceed, and to diligently prosecute the project to completion within the time set out herein. This responsibility to proceed diligently shall not be interpreted as OWNER'S right to dictate CONTRACTOR'S order of precedence in performance of the work; provided, however, that the order and the time of prosecution shall be such that the work shall be substantially completed as a whole and in part, in accordance with this contract, the plans and specifications, and within the time of completion designated in the Proposal; provided, also, that when the OWNER is having other work done, either by contract or by his own force, the ENGINEER may direct the time and manner of constructing the work done under this contract, so that conflict will be avoided and the construction of the various works being done for the OWNER shall be harmonized.

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

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

4.03 HINDRANCES AND DELAYS. No claims shall be made by the CONTRACTOR for damages resulting from hindrances or delays from any cause (except where the work is stopped by order of the OWNER) during the progress of any portion of the work embraced in this contract. In case said work shall be stopped by the act of the OWNER, then such expense as in the judgment of the ENGINEER is caused by such stoppage of said work shall be paid by the OWNER to the CONTRACTOR; provided, however, that OWNER shall not be responsible for damages attributable to work stoppages by OWNER in the instance of CONTRACTOR'S failure to timely perform as set out in Paragraph 7 of these General Conditions.

5. MEASUREMENT AND PAYMENT

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

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

Where payment is based on the unit price method, the CONTRACTOR agrees that he will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this contract and the estimated quantities contemplated and contained in the proposal; provided, however, that in case the actual quantity of any major item should become as much as 20% more than, or 20% less than the estimated or contemplated quantity for such items, than either party to this Agreement, upon demand, shall be entitled to a revised consideration upon the portion of the work above or below 20% of the estimated quantity.

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

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

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

5.04 PARTIAL PAYMENTS. On or before the 10th day of each month, the CONTRACTOR shall prepare and submit to the ENGINEER for approval or modification a statement showing as completely as practicable the total value of the work done by the CONTRACTOR up to and including the last day of the preceding month; said statement shall also include the value of all sound materials delivered on the site of the work that are to be fabricated into the work.

The OWNER shall then pay the CONTRACTOR on or before the 20th day of the current month the total amount of the approved statement, less 10 percent of the amount thereof, which 10 percent shall be retained until final payment, and further less all previous payments and all further sums that may be retained by the OWNER under the terms of this Agreement. It is understood, however, that in case the whole work be near to completion and some unexpected and unusual delay occurs due to no fault or neglect on the part of the CONTRACTOR, the OWNER may, upon written recommendation of the ENGINEER, pay a reasonable and equitable portion of the retained percentage to the CONTRACTOR; or the CONTRACTOR at the OWNER'S option, may be relieved of the obligation to fully complete the work and, thereupon, the CONTRACTOR shall receive payment of the balance due him under the contract subject only to the conditions stated under "Final Payment".

5.05 USE OF COMPLETED PORTIONS. The OWNER shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions may not have expired but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the work, the CONTRACTOR shall be entitled to such extra compensation, or extension of time, or both, as the ENGINEER may determine.

The CONTRACTOR shall notify the ENGINEER when, in the CONTRACTOR'S opinion, the contract is "substantially completed" and when so notifying the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER in writing a detailed list of unfinished work. The ENGINEER will review the CONTRACTOR'S list of unfinished work and will add thereto such items as the CONTRACTOR has failed to include. The "substantial completion" of the structure or facility shall not excuse the CONTRACTOR from performing all of the work undertaken, whether of a minor or major nature, and thereby completing the structure or facility in accordance with the Contract Documents.

5.06 FINAL COMPLETION AND ACCEPTANCE. Within ten (10) days after the CONTRACTOR has given the ENGINEER written notice that the work has been completed, or substantially completed, the ENGINEER and the OWNER shall inspect the work and within said time, if the work is found to be completed or substantially completed in accordance with the Contract Documents, the ENGINEER shall issue to the OWNER and the CONTRACTOR his Certificate of

Completion, and thereupon it shall be the duty of the OWNER within ten (10) days to issue a Certificate of Acceptance of the work to the CONTRACTOR or to advise the CONTRACTOR in writing of the reason for non-acceptance.

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

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

- (a) defective work not remedied
- (b) claims filed or reasonable evidence indicating probable filing of claims
- (c) failure of the CONTRACTOR to make payments properly to subcontractors or for material or labor
- (d) damage to another contractor
- (e) reasonable doubt that the work can be completed for the unpaid balance of the contract amount
- (f) reasonable indication that the work will not be completed within the contract time

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

5.09 DELAYED PAYMENTS. Should the OWNER fail to make payment to the CONTRACTOR of the sum named in any partial or final statement, when payment is due, then the OWNER shall pay to the CONTRACTOR, in addition to the sum shown as due by such statement, interest thereon at the rate of six (6) percent per annum, unless otherwise specified, from date due as provided under "Partial Payments" and "Final Payments", until fully paid, which shall fully liquidate any injury to the CONTRACTOR growing out of such delay in payment.

6. EXTRA WORK AND CLAIMS

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

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

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

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

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

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

Method (A): by agreed unit prices; or

Method (B): by agreed lump sum; or

Method (C): if neither Method (A) nor Method (B) is agreed upon before the Extra Work is commenced, then the CONTRACTOR shall be paid the "actual field cost" of the work, plus fifteen (15) percent.

In the event said Extra Work be performed and paid for under Method (C), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost to the CONTRACTOR of all workmen, such as foreman, timekeepers, mechanics and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used on such Extra Work, plus actual transportation charges necessarily incurred, together with all power, fuel, lubricants, water and similar operating expenses, also all necessary incidental expenses incurred directly on account of such Extra Work, including Social Security, Old Age Benefits, and other payroll taxes, and, a rateable proportion of premiums on Performance, Payment, and Maintenance Bonds, Public Liability and Property Damage and Workmen's Compensation, and all other insurance as may be required by any law or ordinance, or directed by the OWNER, or by them agreed to. The ENGINEER may direct the form in which accounts of the "actual field cost" shall be kept and the records of these accounts shall be made available to the ENGINEER. The ENGINEER or OWNER may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used; otherwise these matters shall be determined by the CONTRACTOR. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using 100 percent, unless otherwise specified, of the latest schedule of Equipment Ownership Expense adopted by the Associated General Contractors of America. Where practicable the terms and prices for the use of machinery and equipment shall be incorporated in the Written Extra Work Order. The fifteen (15%) percent of the "actual field cost" to be paid the CONTRACTOR shall cover and compensate him for his profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the "actual field cost" as herein defined, save that where the CONTRACTOR'S Camp or Field Office must be maintained primarily on account of such Extra work; then the cost to maintain and operate the same shall be included in the "actual field cost".

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

6.04 TIME OF FILING CLAIMS. It is further agreed by both parties hereto that all questions of dispute or adjustment presented by the CONTRACTOR shall be in writing and filed with the ENGINEER within thirty (30) days after the ENGINEER has given any directions, order or instruction to which the CONTRACTOR desires to take exception. The ENGINEER shall reply within thirty (30) days to such written exceptions by the CONTRACTOR and render his final decision in writing. It is further agreed that final acceptance of the work by the OWNER and the acceptance by the CONTRACTOR of the final payment shall be a bar to any claims by either party, except where noted otherwise in the Contract Documents. Contractor's failure to timely comply with the time limitations set out herein shall waive any entitlement to dispute or adjustment.

7. CONTRACTOR'S TIMELY PERFORMANCE

7.01 CONTRACTOR'S OBLIGATION TO TIMELY PERFORM. In case the CONTRACTOR should abandon or otherwise fail or refuse to commence, continue, or resume work within ten (10) days after written notification from the OWNER, or the ENGINEER, or if the CONTRACTOR fails to comply with the orders of the ENGINEER, when such orders are consistent with the Contract Documents, then, and in that case, where performance and payment bonds exist, the Sureties on these bonds shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to the CONTRACTOR.

7.02 OWNER'S IMMEDIATE REMEDY. After receiving said notice of failure to perform the CONTRACTOR shall not remove from the work any machinery, equipment, tools, materials, or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the OWNER or the Surety on the performance bond, or another contractor in completion of the work; and the CONTRACTOR shall not receive any rental or credit therefor (except when used in connection with extra work, where credit shall be allowed as provided for under Section 6, Extra Work and Claims), it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.

7.03 OWNER'S ADDITIONAL REMEDIES. Where there is no performance bond provided or in case the Surety should fail to commence compliance with the notice of failure to perform hereinbefore provided for, within ten (10) days after service of such notice, then the OWNER may provide for completion of the work in either of the following elective manners:

7.03.1 The OWNER may thereupon employ such force of men and use such machinery, equipment, tools, materials and supplies as said OWNER may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said CONTRACTOR, and expense so charged shall be deducted and paid by the OWNER out of such moneys as may be due, or that may thereafter at any time become due to the CONTRACTOR under and by virtue of this Agreement. In case such expense is less than the sum which would have been payable

under this contract, if the same had been completed by the CONTRACTOR, then said CONTRACTOR shall receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said CONTRACTOR, then the CONTRACTOR and/or his Surety shall pay the amount of such excess to the OWNER; or

7.03.2 In the instance of CONTRACTOR'S failure to perform in the commencement of the contract, and if bids remain outstanding and enforceable from the original bid process, OWNER may award the contract to the next qualified low bidder who will accept the contract. If all bids have expired or no qualified bidder will accept the work, then the OWNER under sealed bids, after five (5) days notice published one or more times in a newspaper having general circulation in the county of the location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case any increase in cost to the OWNER under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to the CONTRACTOR and the Surety shall be and remain bound therefor. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this contract, the CONTRACTOR and/or his Surety shall be credited therewith.

When the work has been substantially completed, the CONTRACTOR and his Surety shall be so notified and Certificates of Completion and Acceptance, as provided in Paragraph 5.06 hereinabove, shall be issued. A complete itemized statement of the contract accounts, certified to by the ENGINEER as being correct, shall then be prepared and delivered to the CONTRACTOR and his Surety, whereupon the CONTRACTOR and/or his Surety, or the OWNER as the case may be, shall pay the balance due as reflected by said statement, within fifteen (15) days after the date of such Certificate of Completion.

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

7.04 The remedies set herein for CONTRACTOR'S failure to timely perform shall not be exclusive; OWNER shall be entitled to exercise any and all other remedies under this contract or available to OWNER at law or in equity, in the event of CONTRACTOR'S failure to timely perform.

END OF GENERAL CONDITIONS

SPECIAL PROVISIONS

SP-1 GENERAL:

For this contract, the TxDOT Standard Specifications for Construction of Highways, Streets and Bridges, November 1, 2014, which all amendments thereto, shall govern and shall constitute the technical specifications except as herein amended or supplemented. They will be referred to as the Standard Specifications and will not be physically bound with the other contract documents. A .pdf copy may be downloaded from the Texas Department of Transportation website.

The following Special Provisions shall take precedence over all other contract conditions, specifications and agreements.

SP-2 DEFINITIONS:

The word "County" or "Owner" in these documents shall be understood as referring to the County of Gregg, Texas

The word "Engineer" in these documents shall be understood as referring to MALY & ASSOCIATES, INC. CONSULTING ENGINEERS, 5209 Judson Rd., Longview, TX 75605, Engineer of the Owner, or such other Engineer, Supervisor or Inspector as may be authorized by the Owner to act in any particular position.

The word "Contractor" in these documents shall be understood as referring to the person, firm or corporation with whom the Owner has executed the contract or agreement.

SP-3 PROJECT DESCRIPTION:

The work to be performed under the provisions of these contract documents consists of construction of: Approximately 1800 LF of Concrete and Asphalt Streets, Select Fill subgrade, Limestone Flexbase base and asphalt or concrete surface coarse - some with curb & gutter or integral curb, driveways and associated driveway culverts with 4:1 S.E.T. headwalls. Raised concrete medians with curb & gutter, striping, signage, directional arrows, curb inlet with storm drain pipe and associated Gabion mattress outfall structure. The project is to be closed for the duration of construction except to local residents. The Owner would like to complete and open the south half of the project, containing the concrete intersection and asphalt pavement from station 3+50 to 11+50 prior to completing the north half of the project.

SP-4 AWARD OF CONTRACT:

The award, if made, shall be to the lowest responsible bidder within 14 days after the opening of proposals. It is the intention of the Owner to award a single contract for this work.

SP-5 CONTRACT DRAWINGS AND SPECIFICATIONS:

Plans shall govern over Specifications.

SP-6 BONDS - AMOUNT AND TERMS:

The amount of the Bid Bond for this project shall not be less than five percent (5 %) of the largest possible total for the bid submitted.

The amount of the Performance, Payment and Maintenance Bonds shall each be in an amount equal to one hundred percent (100%) of the total awarded contract price. The Maintenance Bond shall remain in force for a period of one (1) year after the date of final acceptance of the work by the Owner.

SP-7 WARRANTY:

Notwithstanding any certificate which may have been given by the Engineer, if any materials, equipment or any workmanship which does not comply with the requirements of this contract shall be discovered within one (1) year after completion of construction of the project, and acceptance by the Owner, the Contractor shall replace such defective materials or equipment, or remedy any such defective workmanship within ten (10) days after notice in writing of the existence thereof shall have been given by the Owner or Engineer. In the event of failure of the Contractor to replace any such defective materials or equipment or to remedy defective workmanship as herein provided, the Owner may choose to replace such defective materials or equipment or remedy such workmanship as the case may be and in such event the Contractor shall pay to the Owner the cost and expense thereof.

SP-8 RECORD DRAWINGS:

The Contractor shall as part of this contract provide record drawings. These drawings shall illustrate how the project was constructed in the field. All modifications to the proposed design shall be drawn on a set of reproducible drawings. No special pay will be made for providing these documents. One set of reproducible "As Bid" plans will be supplied to the Contractor by the Engineer for use in preparing these record drawings.

SP-9 ADDENDA:

Bidders wanting further information, interpretation or clarification of the Contract Documents must make their request in writing to the Engineer at least 96 hours prior to bid opening. Answers to all such requests will be bound 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 omissions from the 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 will be mailed or be delivered to each prospective bidder. The bid proposal as submitted by the bidder must be so constructed as to include any addenda issued by the Engineer prior to 24 hours of the opening bids, with the appropriate recognition of

addenda so noted in the bid proposal.

SP-10 COMPLETION TIME AND LIQUIDATED DAMAGES:

It is understood and agreed between the parties hereto that time is the essence of this contract to complete this project in the shortest timeframe possible realizing delays due to inclement weather. As part of the consideration of Contract award the Contractor is to list the total amount of Calendar days will be required to complete this project. For each day that this time is exceeded there will be a cost of \$500 per day that exceeds the Contractor's estimate. It is understood between the parties hereto that charge shall be treated as liquidated damages and not as a penalty, and the Owner may withhold from the Contractor's compensation such sums as liquidated damages.

SP-11 MINIMUM WAGE RATES:

The prevailing wage rates determined applicable for this project is attached and made a part of these Contract Documents. Not less than these rates must be paid on this project.

SP-12 LINES AND GRADES:

Item 2.5 of the General Provisions is hereby deleted and replaced with the following:

The construction plans include horizontal control (coordinates) and vertical control points (benchmarks). These have been established in the field and will be re-established or shown to the Contractor prior to commencing construction. After construction has started, the Contractor shall be responsible for protecting and preserving these controls. From these controls, the Contractor shall stake all alignments for the work and will be responsible for all horizontal and vertical construction staking.

SP-13 COPIES OF PLANS AND SPECIFICATIONS FURNISHED:

Three (3) sets of plans and specifications (not including the Standard Specifications) shall be furnished to the Contractor at no charge for construction purposes. Additional sets may be obtained from the Engineer at the cost of reproduction.

SP-14 INFORMATION CONCERNING CONDITIONS:

Prospective bidders shall make a careful examination of the entire site of the project and shall make such explorations as may be necessary to determine the subsoil and water conditions to be encountered; improvements and obstructions which may be encountered, especially those to be protected; methods of providing ingress and egress to private as well as public property; methods of handling traffic during construction and maintenance of the entire project as well as any section thereof; protection of all existing structures both above and below ground; and how the plans fit the proposed project and especially if any discrepancies exist.

The accuracy of the information furnished by the Engineer or the plans and specifications as to

underground structures and surface structures, foundation conditions, character of soil, position and quality of ground and subsoil water, etc., are not guaranteed by the Owner.

SP-15 EXISTING STRUCTURES, FACILITIES AND IMPROVEMENTS:

The Contractor's attention is directed to the necessity of taking adequate measures to protect all existing structures, facilities, improvements and utilities, including sprinkler systems, encountered.

The plans show the locations of most 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 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, unless the obstruction encountered is such as to necessitate substantial changes in the lines or grades, or requires the building of special works not provided for in the Contract Documents. Any costs associated with the relocation of main utility lines owned by other utilities shall not be the responsibility of the Contractor. Any delays associated with the relocation of other utilities shall not be basis for a claim for extra pay.

In the progress of the work, the Contractor may have to relocate certain existing utility service lines. All relocation, repairs and replacement work shall be done at the expense of the Contractor to the satisfaction of the Owner, except those for which specific pay items appear in the Proposal.

Any utilities damaged during construction work shall be immediately repaired at the Contractor's expense.

The Contractor shall at all times maintain an all-weather access road in a condition which will provide easy ingress and egress to local residents that reside within the project limits. The limits of the proposed project will be closed to through traffic other than those residing on said street.

Whether shown on the plans or not, the Contractor shall be responsible for the removal of all facilities within the project area and shall be capped or plugged and marked on the surface their horizontal and vertical location in connection with the work.

SP-16 PROTECTION OF TREES, PLANTS AND SOIL:

All property along and adjacent to the Contractor's operations including lawns, yards, shrubs, trees, irrigation systems, etc., shall be preserved or restored after completion of the work, to a condition equal to or better than existed prior to start of work. Any trees or other landscape features scarred or damaged by the Contractor's operations shall be restored or replaced at the Contractor's expense. Trimming or pruning to facilitate the work will be permitted only by experienced workmen in an approved manner. Pruned limbs of 1" (one) diameter or larger, shall be thoroughly treated as soon as possible with a tree wound dressing.

The Contractor shall take all precautions required to prevent soil erosion during construction. If excessive erosion occurs, the Contractor shall take immediate measures to prevent further erosion and restore the disturbed surface with topsoil at completion of the work. No special payment will be made for this work.

SP-17 EXPLOSIVES. BLASTING. ETC.:

No explosives shall be used on this project.

SP-18 WORK WITH OWN FORCES:

The Contractor shall perform with his own forces work of a value of not less than 50% of the contract amount.

SP-19 INSPECTION AND TESTING:

During the progress of the work, all materials, equipment and workmanship shall be subjected to such inspections and tests as will assure conformance with the contract requirements.

Inspections and tests as required will be paid for by the Owner unless otherwise specified. However, the Contractor shall furnish at his expense all necessary specimens and samples for testing. Any test results not meeting the specifications will require additional tests and inspections paid for by the Contractor. The Engineer will determine the additional testing and extra inspection required to insure conformance with the Contract.

SP-20 OCCUPATIONAL SAFETY AND HEALTH ACT:

All work performed under this contract shall meet the requirements of the Occupational Safety and Health Act. It is the responsibility of the Contractor to familiarize himself with the latest provisions of regulations published by the Occupational Safety and Health Administration in the Federal Register and to perform all of his responsibilities thereunder.

SP-21 FIELD OFFICE:

The Contractor will not be required to furnish a field office on this contract. The Contractor will be required to maintain at the job site at all times when the work is in progress a competent superintendent and a complete set of the Plans and Specifications with all other details pertaining to the work.

Correspondence, questions concerning the project, interpretations and instructions shall be to or through the Superintendent. The Engineer will not in any manner supervise the Contractor.

SP-22 RIGHT-OF-WAY:

Without cost to the Contractor, the Owner will provide the necessary right-of-way or easements

required for the project. However, the Contractor may require additional temporary easements for the duration of the work for his construction, storage or access. All such temporary easements shall be obtained by the Contractor at no additional cost to the Contract or the Owner.

Unless specifically provided otherwise, the Contractor, as a part of his work, shall clear all right-of-way or easements of all obstructions to the work. On conclusion of his operations, he shall replace, repair or restore any improvements which may have been removed or damaged, as directed by the Engineer.

The Contractor shall take adequate precautions to protect all property along and adjacent to the Contractor's field of operations, especially but not limited to fences, lawns, yards, shrubs and trees. Any damage shall be restored, repaired, replaced or renewed to a condition equal to or better than existed prior to the Contractor's operations.

SP-23 LIMITS OF CONTRACTOR'S OPERATIONS:

The working operations of the Contractor shall at all times be conducted so as to create a minimum of inconvenience to the Owner or to the public. Stringing of pipe, stockpiling of materials, etc., will be allowed only where no inconvenience is caused and only in amounts that can be readily used by the Contractor.

SP-24 PERMITS AND LICENSES:

The Contractor shall procure at his expense all permits and licenses necessary, pay all charges and fees and give all notices necessary and incident to the prosecution of the work.

SP-25 ROYALTIES AND PATENT FEES:

All costs of royalties or patent fees in connection with any equipment items or operation employed by the Contractor shall be included in the bid price and no other compensation will be allowed.

SP-26 SALES TAX:

The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by the Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the work.

Sales tax exemption certificates and/or resale certificates will be issued by the Owner in accordance with the contract amounts indicated for tax exempt materials and equipment. The Contractor's attention is directed to Chapter 20, Title 122A, Taxation-General, Revised Civil Statutes of Texas, Limited Sales, Excise and Use Tax and the recent revisions to Section 151.311 of the tax code as adopted by H.B. 11 passed by the Legislature of the State of Texas and enacted August 13, 1991. It shall be the sole responsibility of the Contractor under the terms of this agreement to determine the applicability of the revisions to the tax code and pay all applicable taxes associated with this project without additional or separate pay for the same

from the Owner.

SP-27 USE OF A SECTION OF THE WORK:

Whenever, in the opinion of the Engineer, any section or portion of the work, or any structure is in suitable conditions, it may be put into use upon written order of the Engineer or Owner, and such use shall in no way be interpreted as acceptance of said work or waive any of the provisions of the contract.

All repairs or replacements required on any section of the work put to use shall be performed by the Contractor at no additional cost to the Owner.

SP-28 WATER FOR CONSTRUCTION:

The Contractor shall make the necessary arrangements for securing and transporting all water required in the construction including water required for mixing of concrete, sprinkling, testing, flushing or jetting.

The cost of all water so used, including the cost of any temporary pipe line, metering or other equipment which may be necessary to make use of such water, shall be considered as incidental to the work and payment therefore shall be included in the various bid items of the proposal.

SP-29 CLEAN-UP:

During construction the Contractor shall at all times keep the job site free from waste, debris and rubbish, and shall maintain a daily route of clean-up. All trees, stumps, slashings, brush or other debris to be removed from the site, shall be disposed of in a manner approved by the Engineer. Burning of trash, etc., will only be permitted^ where allowed by Local Ordinances and State Pollution Regulations.

Surplus dirt or earth shall be removed from the site and satisfactorily disposed of unless otherwise directed by the Engineer.

Upon completion of the work as a whole and prior to final acceptance, the Contractor shall clean and remove from the site all surplus and discarded materials, temporary structures and all debris. He shall leave the site in a neat and orderly condition with an appearance satisfactory to the Engineer and Owner. Method and location of disposal or surplus and waste materials shall be satisfactory to the Engineer.

The Contractor shall then thoroughly clean all equipment and materials installed by him and shall present for final inspection materials and equipment in a clean, bright and new condition.

No extra payment will be made for any clean-up required on the project.

SP-31 BARRICADES. WARNING SIGNS AND WATCHMEN:

This project will be closed to thru traffic for the duration of construction and shall be opened to the general public with the approval of the Owner. The Contractor shall make provisions for a safe, all-weather road to allow local residence to access their homes and travel to and from the project as needed 24 hours a day, 7 days a week.

The Contractor shall at his own expense, furnish, erect and maintain all necessary barricades, lights and warning signs in accordance with the Texas Manual on Uniform Traffic Control Devices and Texas Department of Transportation. In addition, the Contractor shall provide watchmen and take necessary precautionary measures for the protection of persons, property and the work when warranted by either the work or as directed by the Owner.

A sufficient number and size of barricades shall be erected and maintained to keep pedestrians and vehicular traffic separated from the work under construction, material stockpiles and equipment. Barricades shall be color painted and easily visible at night and from sunset to sunrise each barricade shall have an easily visible light.

The Contractor shall be responsible for all damage to the work, persons or the public due to failure or inadequacy of barricades, warning signs, lights, or watchmen. The Contractor's responsibilities for the maintenance of barricades, warning signs, lights and watchmen, shall not cease until the project has been completed and accepted by the Owner. No compensation will be paid to the Contractor for the furnishing, maintaining or removal of any of the required precautionary measures for the protection of the work or the public.

SP-32 DUST CONTROL:

When directed by the Owner's Project Representative, the Contractor shall sprinkle areas where dust conditions create a nuisance or hazard within the limits of the project. This work shall be governed by Item 204 Sprinkling of Div II of the Construction Details for Subbase and Base Courses. No separate measurement and payment for sprinkling.

SP-33 SEQUENCE OF CONSTRUCTION:

Prior to construction, it shall be the responsibility of the Contractor to furnish the Engineer with a schedule defining the phases of construction and outlining anticipated time of completion, including sufficient time being allowed for clean-up. Clean up shall be performed as the pavement is completed.

SP-34 DESCRIPTION OF PAY ITEMS:

The following descriptions are intended to clarify the nature of the work required for this project, the provisions of the standard technical specifications shall apply, except as otherwise noted herein:

Pay Item 3 – Erosion Control BMPs

This Item will include all necessary materials to capture and control erosion runoff within the limits of the project including silt fence, rock berms, inlet silt sacks and all other BMP's, including the labor to install and maintain the erosion control devices for the duration of the project per TCEQ and NPDES requirements. The project limits incorporate approximately 3.5 acres and therefor will not require the submittal of a Notice of Intent (NOI) nor Notice of Termination (NOT) to the State. The Contractor will work under the State's General Permit for this project site.

Pay Item 4 – Furnishing and Installing 4" of Topsoil.

This Item will be measured by the 100-foot Station of disturbed surface prior to placement of Common Bermuda Grass Sod.3.

Pay Item 8 – 6" Limestone Flexbase for Temporary Drive

This item will include the scarifying and compacting of a level road base of Item 247 Limestone Flexbase, Grade 2 Type A to a depth of 6" and to the lines and grades as indicated on the plans. The flexbase will be up to the edge of the proposed pavement. This drive will not have the 2" of HMAC as with other residential drives but will have an additional depth of 2" of Limestone Flexbase material.

Pay Item 13 – 6" Raised Median w/ 4" Concrete Flatwork

Payment for this item is by the square foot of 4" concrete flatwork, steel reinforcing, forms and all other appurtenances associated with placement and finish of the concrete flatwork. The 6" integral curb and/or 18" curb & gutter shall be measured and paid for using the unit price for each item.

Pay Item 19 – Residential Drwy (2" HMAC over 6" Flexbase)

This item will include the scarifying and compacting of a level road base of Item 247 Limestone Flexbase, Grade 2 Type A to a depth of 6" and to the lines and grades as indicated on the plans. The flexbase will be up to the edge of the proposed pavement. This drive will be finished with 2" of HMAC Type D asphalt as indicated in the plan details Sht. C1.12.

Pay Item 20 – 18" Class III RCP

This item shall include a filter fabric wrap across each sealed joint per City of Longview construction requirements. The fabric will cover a minimum of 6" of pipe measured from the CL of the joint and will circumvent the pipe. The filter fabric and associated labor to install shall be subsidiary to the unit pipe costs per foot.

Pay Item 25 – Directional Arrows, Words and Stop Bars

This item consists of the work and materials required to mark the finished pavement areas with Directional Arrows, Verbiage and Stop Bars where indicated on the plans. TxDOT Item 666 Type I paint shall be used for all but striping. Payment shall be per each item placed.

Pay Item 26, 27, & 28 - 4", 8" and 12" Wide Paint Striping

This item consists of the work and materials required to mark the finished pavement areas with 4" wide paint stripes as required by the striping layout with "Traffic Paint" as specified in TxDOT Item 666 Type II. Type II paint shall be used for all striping. All surfaces shall be cleaned per Item 666.

Pay Item 29 – Signage (Stop, Yield, One Way, etc.)

This Item shall be in the location and manner as described in the MUTCD manual – PART II – Signs as to mounting, founding and location. Payment shall be per each sign installed. The Owner reserves the right to remove, change or add any traffic sign at the unit price indicated for the purchase of and installation of said sign per regulatory location requirements.

STANDARD TERMS AND CONDITIONS

By returning this bid with price(s) quoted and forms executed, Respondent's certify and agree to the following:

1. Alternate bids will not be considered unless authorized. If there is any question as to the specifications or any part thereof, Respondent may submit to the Gregg County, Texas Purchasing Agent, a request for clarification. Such requests must be received a minimum of five (5) days prior to scheduled opening date.
2. Non-performance or non-compliance of the Standard Terms & Conditions, or non-performance or non-compliance with the Specifications shall be basis for termination by Gregg County of the bid or final executed contract. Termination in whole, or in part, by the County may be made solely at the County's option and without prejudice to any other remedy to which Gregg County may be entitled by law or in equity, or elsewhere under this Bid or the agreement, by giving thirty (30) days written notice to the vendor with the understanding that all work being performed under this agreement shall cease upon the date specified in such notice. Gregg County shall not pay for work, equipment, services or supplies, which are unsatisfactory. The Respondent 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 or non-compliance.
3. Respondent shall make all inquiries necessary to be thoroughly informed as to the specifications and all other requirements proposed in the Bid. Any apparent omission or silence of detail in the description concerning any point in the specifications shall be interpreted on the basis of best commercial practices, and best commercial practices shall prevail.
4. The Respondent shall affirmatively demonstrate Respondent's qualifications by meeting or exceeding the following minimum requirements:
 - ✓ Have adequate financial resources, or the ability to obtain such resources as required.
 - ✓ Be able to comply with any required or proposed delivery schedule.
 - ✓ Have a satisfactory record of performance.
 - ✓ Have a satisfactory record of integrity and ethics.
 - ✓ Be otherwise qualified and eligible to receive the award.
5. Invoices shall be sent to the Gregg County Purchasing Department, 101 East Methvin, St. 205, Longview, TX, 75601. Invoices must detail the materials/equipment/services delivered and **must reference the Gregg County Purchase Order Number**. Payments are processed after the Purchasing Department has verified that the material or equipment and/or services have been delivered in good condition and that no unauthorized substitutions have been made according to specifications. Neither a signed receipt nor payments shall be construed as an acceptance of any defective work, improper materials, or release of any claim for damage.

6. Only the Commissioners Court of Gregg County, Texas acting as a body may enter into any type of agreement or contract on behalf of Gregg County. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of Gregg County, or to agree to any type of supplemental agreements or contracts for goods or services. Contracts are subject to review by the County's attorney prior to signature by the authorized County official.
7. The Respondent 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 Respondent shall be construed as changing that status.
8. The Respondent shall defend, indemnify, and shall save whole and harmless the County and all its officers, agents, 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 Respondent on the execution or performance of the Contract.
9. The Respondent agrees, during the performance of the work, to comply with all applicable codes and ordinances of the City of Longview, Gregg County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
10. The Respondent shall obtain from the appropriate City, Gregg County, or State of Texas the necessary permit(s) required by the ordinances of the City, County, or State, for performance of the work.
11. The Respondent shall not sell, assign, transfer or convey the agreement in whole or in part, without the prior written consent of the County.
12. The parties herein agree that the agreement shall be enforceable in Gregg County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Gregg County, Texas.
13. The agreement shall be governed by, and construed in accordance with, the Laws of the State of Texas and all applicable Federal Laws.
14. Funding Clause - Payments required to be made by Gregg County under the terms of the agreement shall be contingent upon and subject to the initial and continuing appropriation of funding for the agreement by and through the Commissioners Court of Gregg County, Texas. In the event appropriations for funding of the agreement are not approved by and through the Commissioners Court, the contract shall terminate. Gregg County shall, submit written notice to Respondent thirty (30) days prior to such termination. Upon notice of termination, as provided in this paragraph, the Respondent may submit a final invoice to the County and coordinate with the Purchasing Agent to remove all property

- belonging to said Respondent as soon as possible. Payment for final invoice will be subject to verification and approval by the purchasing agent. Thereupon, Gregg County will be released from its obligation to make further payments.
15. Gregg County is exempt from federal excise and sales taxes, ad valorem taxes and personal property taxes; therefore, tax must not be included in proposals tendered. Proposals offered must be complete and all inclusive. Gregg County will not pay additional taxes, surcharges or other fees not included in bid prices.
 16. 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 as to such waiver is determined to be in the best interest of Gregg County.
 17. In case any one or more of the provisions contained in the agreement 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 the agreement shall be considered as if such had never been contained herein.
 18. Bids may be withdrawn prior to the official opening. Alterations made before the time of official opening must be initialed by Respondent guaranteeing authenticity. Proposals 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.
 19. The agreement 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. A contract will be executed after determination of the award.
 20. Respondent must provide a certificate of insurance conforming to the above listed requirements or a statement of Respondent's insurance carrier certifying that the required coverage shall be obtained by Respondent within ten (10) days of formal award of the Contract. In the case 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 coverage being put into force prior to any performance required by subject agreement.
 21. Gregg County reserves the right to terminate an agreement/contract at any time, without cause, upon thirty (30) days written notice to Respondent. Upon termination, Gregg County shall pay Respondent for those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with the Contract, except no payment shall be made for costs recoverable by Respondent in the normal course of doing business or which can be mitigated through the sale of supplies or materials obtained for use under this Contract. It is further agreed by Respondent that Gregg County shall not be liable for loss or reduction in any anticipated profit.

22. Additional or alternate bonds may be required in accordance with Texas statutes as outlined in the specifications.
23. Gregg County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. The County, its contractors, their suppliers and sub-contractors, vendors of goods, equipment, services, and professional services, shall not discriminate on the basis of race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate standards in contractor, sub-contractor, vendor service, professional service, and supplier utilization. All vendors, suppliers, professionals and contractors doing business or anticipating doing business with Gregg County shall support, encourage and implement steps toward our common goal of establishing equal opportunity for all citizens of Gregg County.
24. Respondents must agree to provide the following information as part of this proposal:
 - ✓ Form of business. (If a corporation, limited partnership or limited liability company, indicate the state of creation).
 - ✓ Name of contact person (single point of contact with the Respondent).
 - ✓ List of all criminal charges, civil lawsuits or dispute resolutions to which Respondent is a party in the past five (5) years and the nature of the issue. Indicate if and how it was resolved.
 - ✓ List all criminal charges, civil lawsuits, or alternative dispute resolutions to which Respondent becomes a party for the period beginning with the submission of the proposal until the rejection or award of the bid/RFP.
25. Gregg County reserves the right to accept or reject any or all bids, with or without cause, to waive technicalities, or to accept the bid which, in its sole judgment, best serves the interest of the County, or to award a contract to the next most qualified Respondent if a successful Respondent does not execute a contract within 10 business days after approval of the selection by the Gregg County Commissioners Court. Gregg County Reserves the right to award multiple contracts as necessary and in the best interest of the County.
26. Gregg County reserves the right to request clarification of information submitted and to request additional information of one or more Respondents.
27. Costs of preparation of a response to this request for bids are solely those of the Respondent. Gregg County assumes no responsibility for any such costs incurred by the Respondent. The Respondent also agrees that Gregg County assumes no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.
28. The awarding Respondent shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least two (2) years after completion of the contract resulting from this request for proposal. Gregg County shall have access to all records, documents and information collected and/or

maintained by others in the course of the administration of this agreement.

29. Bidder understands and agrees that in returning a response to this proposal/bid that it is neither an "offer" nor an "acceptance" until such time a formal contract is authorized/awarded by the Gregg County Commissioners Court; if any.
30. Bids must be submitted on the forms provided. Bids will not be considered if submitted by telephone, fax or any other means of rapid dispatch, nor will a proposal be considered if submitted to any other person or department other than specifically instructed.
31. Gratuities- Gregg County may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Gregg County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of Gregg County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Gregg County pursuant to this provision, Gregg County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
32. Termination - The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer.
33. Force Majeure - If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

34. **Assignment Delegation** - No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
35. **Waivers** - No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
36. **Modification** - Contract can be modified or rescinded only by a written and signed agreement by both of the parties duly authorized agents.
37. **Applicable Law** - This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
38. **Advertising** - Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
39. **Right to Assurance** - Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
40. **Venue** - Both parties agree that venue for any litigation arising from this contract shall be in Longview, Gregg County, Texas.
41. **No negotiations, decisions, or actions** shall be executed by the vendor as a result of any discussions with any public service official, employee and/or consultant. Only those transactions provided in written form may be considered binding.
42. **The contents of each vendor's bid, including specifications** shall remain valid for a minimum of 60 calendar days from the Bid due date.
43. **All documents submitted as part of the vendor's offering** will be deemed confidential during the evaluation process.
44. **Subcontracting:** The Vendor must function as the single point of responsibility for the Agency. No vendor shall submit a proposal comprised of separate software packages from multiple subcontractors.

45. **Investigation of Conditions:** Before submitting a bid, respondent should carefully examine the specifications and fully inform themselves to the conditions of the equipment and limitations.
46. **Contract Award:**
- 1) Gregg County reserves the right to reject any or all bids and to waive any minor informality or irregularity in a proposer's response if deemed in the best interests of the County.
 - 2) Award of a contract (if any) resulting from this bid will be made only by written authorization from Gregg County Commissioners Court.
47. **Conflict of Interest:** No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a CONFLICT OF INTEREST QUESTIONNAIRE by certain individuals and businesses.
48. **Design, Strength, Quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.**
49. **All Hardware of any other item offered in this bid must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.**
50. **Descriptions:** Whenever an article or material is defined or used in the BID specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term "or equal" if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Bids must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.
51. **Addendum:** Any interpretations, corrections or changes to this Bid and Specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners' Court of Gregg County, Texas. Addendum will be mailed, emailed, or faxed to all that are known to have received a copy of the Bid. Vendors shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.
52. **Patents/Copyrights:** The successful vendor agrees to protect Gregg County from claims involving infringements of patents and/or copyrights.

53. **Contract Administrator:** The Contract Administrator will serve as sole liaison between the Gregg County Commissioners Court and affected Gregg County Departments and the successful vendor. Unless directly outlined in this specification the vendor shall consider no one but the Contract Administrator authorized to communicate, by any means, information or suggestions regarding or resembling this bid throughout the proposal process. The Contract Administrator has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.
54. Packing slips or other suitable shipping documents shall accompany each special order shipment and shall include:
 - (a) Name and address of successful vendor;
 - (b) Name and address of receiving department and/or location;
 - (c) Gregg County Purchase Order number; and,
 - (d) Descriptive information of the materials shipped or services rendered, including item numbers, serial numbers, quantities, number of containers and package numbers, address/location of services rendered, as applicable.
55. Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
56. Invoices must show all information as stated above, and will be issued for each purchase order.
57. Equipment/Good/Services supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful vendor within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.
58. **Warranty:** Successful vendor shall warrant that all equipment/goods/services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.
59. **Remedies:** The successful vendor and Gregg County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
60. **Silence of Specification:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

61. The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. All Certificates of Insurance and endorsements shall be furnished to the County's Purchasing Agent and approved by the County *before* work commences.

62. ***Standard Insurance Policies Required:***

- a. Commercial General Liability Policy
- b. Automobile Liability Policy
- c. Worker's Compensation Policy

General Requirements applicable to all policies:

- a. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- b. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- c. "Claims Made" policies will not be accepted.
- d. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Gregg County.
- e. All insurance policies shall be furnished to Gregg County upon request.

Commercial General Liability

- a. General Liability insurance shall be written by carrier with an A:VIII or better rating in accordance with the current Best Key Rating guide.
- b. Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily Injury and property damage with Gregg County named as an additional insured.
- c. No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

Automobile Liability

- a. General Liability Insurance shall be written by a carrier with an A:VIII or better rating in accordance with the current Best Key Rating Guide.
- b. Minimum Combined Single Limit of \$600,000.00 per occurrence for bodily injury and property damage.

63. **Workers Compensation Insurance** - Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas compensation insurance policy; either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

The worker's compensation insurance shall include the following terms:

- a. Employer's Liability limits of \$500,000.00 for each accident is required.
- b. "Texas Waiver of Our Right to Recover from Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

Pursuant to the explicit terms of Title 28, Section 110.110 (c) (7) of the Texas Administrative Code, the Proposal specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Worker's Compensation Commission, or a coverage agreement (TWCC-81), TWCC-83, or TWCC-84), showing statutory worker's compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in section 406.096 {of the Texas Labor Code}) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage respondents, office supply deliveries, and delivery of portable toilets.

- The Contractor shall provide coverage, based on the proper reporting of

classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the Contractor providing services on the project, for the duration of the project.

- The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file providing services on the project, and certificates of coverage showing coverage for all person; and
 - (2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - (3) The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreement, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;
- (2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

- (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (4) obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (7) Contractually require each person with whom it contracts, to perform as required; with the certificates of coverage to be provided to the person for whom they are providing services.

By signing a contract with Gregg County, or providing, or causing to be provided a certificate of coverage, the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or, in the case of a self-insured, with the commission's Division of Self-Insurance regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

CERTIFICATES OF INSURANCE shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

- a. The company is licensed and admitted to do business in the State of Texas.
- b. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
- c. All endorsements and insurance coverage according to requirements and instructions contained herein.
- d. The form of the notice of cancellation, termination, or change in coverage provisions to Gregg County.
- e. Original endorsements affecting coverage required by the section shall be furnished with the certificates of insurance.

BONDING REQUIREMENTS

If applicable, a Bid Bond shall be required. Pursuant to the provisions of Section 262.032 (a) of the Texas Local Government Code, if the contract contemplated by this request is a bid for the construction of public works, or will be under a contract exceeding \$100,000.00, Gregg County may require the vendor to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032 (b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid by Gregg County Commissioners Court and prior to commencement of the actual work, the successful vendor shall furnish a performance bond to Gregg County for the full amount of the contract if the contract exceeds \$50,000.00. Said bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications and contract documents associated with the contract.

If applicable, a Payment Bond shall be required. Pursuant to the provisions of Section 2253.021, Texas Government Code, if the amount of the contract awarded to the successful vendor exceeds \$25,000.00, the successful vendor shall execute a payment bond in the amount of the contract. Said bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material. This bond must be issued to the County within ten (10) days of the award of the contract and before vendor begins the work.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 2253.021, Texas Government Code, if the amount of the contract awarded to the successful vendor exceeds \$100,000.00, the successful vendor shall execute a performance bond in the amount of the contract. Said performance bond is solely for the protection of Gregg County and is conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents. This bond must be issued to the County within ten (10) days of the award of the contract and before the vendor begins the work.

General Decision Number: TX160011 01/08/2016 TX11

Superseded General Decision Number: TX20150011

State: Texas

Construction Types: Heavy and Highway

Counties: Bowie, Gregg, Rusk, Smith and Upshur Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the 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 \$10.15 (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 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number 0 Publication Date 01/08/2016

* SUTX2011-004 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures).....	\$ 13.16	
ELECTRICIAN.....	\$ 19.87	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	\$ 13.93	
Structures.....	\$ 13.38	
LABORER		
Asphalt Raker.....	\$ 12.02	
Flagger.....	\$ 8.50	
Laborer, Common.....	\$ 10.08	
Laborer, Utility.....	\$ 12.70	
Pipelayer.....	\$ 14.64	
Work Zone Barricade Servicer.....	\$ 11.46	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor.....	\$ 13.88	
Asphalt Paving Machine.....	\$ 12.35	
Broom or Sweeper.....	\$ 10.08	
Crane, Lattice Boom 80 tons or less.....	\$ 13.85	
Crawler Tractor.....	\$ 13.62	
Excavator 50,000 pounds or less.....	\$ 13.67	
Excavator Operator over		

50,000 pounds.....\$ 13.52
 Foundation Drill, Truck
 Mounted.....\$ 22.05
 Front End Loader , over 3
 cy.....\$ 12.33
 Front End Loader, 3 cy or
 less.....\$ 13.40
 Loader/Backhoe.....\$ 12.97
 Mechanic.....\$ 17.47
 Milling Machine.....\$ 12.22
 Motor Grader, Fine Grade...\$ 16.88
 Motor Grader, Rough.....\$ 15.83
 Pavement Marking Machine...\$ 13.10
 Roller, Asphalt.....\$ 11.96
 Roller, Other.....\$ 10.44
 Scraper.....\$ 10.85
 Spreader Box.....\$ 13.12

Servicer.....\$ 14.11

Steel Worker (Reinforcing).....\$ 17.53

TRUCK DRIVER

Lowboy-Float.....\$ 13.41
 Off-Road Hauler.....\$ 10.08
 Single Axle.....\$ 10.75
 Single or Tandem Axle Dump..\$ 11.95
 Tandem Axle Tractor w/Semi
 Trailer.....\$ 12.50

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

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 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



NOTICE OF AWARD

Date _____.

TO: _____
(BIDDER)

ADDRESS: _____

OWNER'S PROJECT NO: _____

PROJECT: _____

OWNER'S CONTRACT NO. _____

CONTRACT FOR _____
(Insert name of Contract as it appears in the Bidding Documents)

You are notified that your Bid dated _____
for the above Contract has been considered. You are the apparent successful bidder and have
been awarded a contract for _____

(Indicate total Work, alternates or sections of Work Awarded)

The Contract Price of your contract is _____

Three copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Three sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award, that is by _____, 20__.

1. You must deliver to the OWNER three fully executed counterparts of the Agreement including all the Contract Documents. Each of the Contract Documents must bear your signature.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders, General Conditions and Special Conditions.

3. (List other conditions precedent).

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with those conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

(Owner)

BY:

(Authorized Signature)

(Title)

Copy to ENGINEER
(Use Certified Mail, Return Receipt Requested)

NOTICE TO PROCEED

Date _____, 2016.

TO: _____
(CONTRACTOR)

ADDRESS: _____

OWNER'S PROJECT NO. _____

PROJECT _____

CONTRACT FOR _____
(Insert name of Contract as it appears in the Bidding Documents)

You are notified that the Contract Time under the above contract will commence to run on _____, 20____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement the dates of Substantial Completion and Final Completion are _____, 20____ and _____, 20____.

Before you may start any work, paragraph 2.7 of the General Conditions provides that you and Owner must deliver to the other (with copies to the ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also before you may start Work at the site, you must: (Add other requirements)

BY: _____
(Owner)

(Authorized Signature)

ACCEPTANCE OF AWARD

BY: _____
(Title)

(Contractor)

(Authorized Signature)

(Title)

(Date)

Copy to ENGINEER
(Use Certified Mail, Return Receipt)

TECHNICAL SPECIFICATIONS

**TECHNICAL SPECIFICATIONS – TXDOT SPECIFICATIONS MADE A PART
BY REFERENCE**

**TRYON ROAD AND HAWKINS PARKWAY INTERSECTION
LONGVIEW, GREGG COUNTY, TEXAS**

STANDARD SPECIFICATIONS: Texas Department of Transportation March 1, 1993 – Standard Specifications for Highways, Streets and Bridges, Part II, Construction Details.

ITEM		ITEM	
100	Preparing Right of Way	360	Concrete Pavement
110	Excavation	402	Trench Excavation Protection
132	Embankment	420	Concrete Structures
134	Backfilling Pavement Edges	435	Elastomeric Materials
158	Specialized Excavation Work	454	Sealed Expansion Joints
160	Furnishing and Placing Topsoil	465	Manholes and Inlets
162	Sodding for Erosion Control	471	Frames, Grates, Rings & Covers
166	Fertilizer	479	Adjusting Manholes and Inlets
168	Vegetative Watering	496	Removing Old Structures
169	Soil Retention Blanket	500	Mobilization
204	Sprinkling	502	Barricades
210-217	Rolling & Tamping	526	Membrane curing
247	Limestone Flexible Base	529	Concrete Curb & Gutter
300	Asphalt, Oils & Emulsions	560	Mailbox Assemblies
310	Prime Coat	575	Epoxy
340	Hot Mix Asphaltic Concrete Pavement		

SECTION 31 3600
GABIONS AND MATTRESSES

PART 1 – GENERAL

1.1 DESCRIPTION

This Item shall govern for the construction of gabions and/or gabion mattresses of the sizes and types shown on the plans.

1.2 GENERAL

Gabions have a height of one (1) foot or greater. Gabions shall have mesh openings with nominal dimensions not to exceed 3-1/4" x 4-1/2", and the maximum area of any mesh opening shall not exceed 10 square inches.

1.3 DIMENSIONS

Gabion mattresses have a height of twelve (12) inches, or eighteen (18) inches. Mattresses shall have mesh openings with nominal dimensions not to exceed 3-1/4 inches, and the maximum area of any mesh opening shall not exceed six (6) square inches.

PART 2 – MATERIALS

Gabions and gabion mattresses shall be fabricated, assembled and installed using the following materials, unless otherwise shown on the plans.

2.1 TOLERANCES

The empty basket units shall be furnished as specified with a dimension tolerance of plus or minus five (5) percent.

2.2 WIRE

A. Wire for basket units and lacing shall be either hot-dipped galvanized steel, or polyvinyl-chloride (PVC) coated hot-dipped galvanized steel. The wire shall conform to ASTM A641, Class 3, Finish 5, soft temper, and shall have a minimum tensile strength of 60,000 psi.

B. PVC Coating: When required, PVC coating of wire shall be accomplished using fusion bonded, extruded or extruded and bonded PVC material.

1. The wire coating shall have a nominal thickness of 0.020 inch, and a minimum thickness of 0.015 inch. The coating shall be colored black, gray or green.

2. The initial properties of the PVC coating shall meet the following requirements:

Specific Gravity: In the range of 1.30 to 1.35, ASTM D2287 and ASTM 792.

Tensile Strength: Not less than 2,980 psi, ASTM D412.

Modulus of Elasticity: Not less than 2,700 psi at 100 percent strain, ASTM D412.

Brittleness Temperature: Not higher than 15 F, ASTM D746.

Resistance to Abrasion: The percentage of weight loss shall be less than 12 percent, ASTM D1242.

Salt Spray Test: Period of test not less than 3,000 hours, ASTM B117.

Exposure to Ultraviolet Light: Period of test not less than 3000 hours, using apparatus type E and at 63 C, ASTM D1499 and ASTM G23.

After the salt spray test and exposure to ultraviolet light as specified above, the PVC coating shall not show cracks, blisters, splits or noticeable change of color. In addition, the specific gravity, tensile strength, modulus of elasticity and resistance to abrasion shall not change more than 6 percent, 25 percent, 25 percent and 10 percent, respectively, from their initial values.

- C. Gabion mesh wire shall consist of twisted wire mesh. Welded wire mesh shall not be allowed.
- D. Twisted wire mesh shall consist of a nonraveling double twisted hexagonal wire mesh [two (2) wires twisted together in three (3) 180 degree turns].
- E. Wire for gabions and gabion mattresses shall be fabricated from wire having the following minimum diameters:

GABIONS

Type of Wire	Diameter after Galv. (inch)	
Mesh wire	0.118 ± 0.004	- approx. US Gauge 11
Selvage Wire	0.150 ± 0.004	- approx. US Gauge 9
Lacing Wire and/or Internal Connecting Wire	0.086 ± 0.004	- approx. US Gauge 13-1/2

GABION MATTRESSES

Type of Wire	Diameter after Galv. (inch)	
Mesh Wire	0.118 ± 0.004	- approx. US Gauge 11
Selvage Wire	0.150 ± 0.004	- approx. US Gauge 9
Lacing Wire and/or Internal Connecting Wire	0.086 ± 0.004	- approx. US Gauge 13-1/2

2.3 FILLER STONE

Filler stone shall be hard, durable, clean stone and shall naturally resist crumbling, flaking and eroding. Rock gradation shall be four (4) to eight (8) inches in size as specified and approved by the Engineer. Prior to placing the rock, samples shall be delivered to the project site and shall be approved for gradation and appearance.

2.04 FILTER MATERIAL

- A. Aggregate filter material, when required, shall consist of hard, durable, clean sand or gravel, and shall be free from organic matter, clay balls, or other deleterious materials. The maximum particle size shall be 3/8 inch.
- B. Geotextile fabric for use as a filter media shall be placed in the location as shown on the plans. The fabric to be used shall be Trevira S/1114, a non-woven polyester or approved equal.

PART 3 – EXECUTION

3.1 MANUFACTURER'S REPRESENTATIVE PRESENT

If required by the Owner, the gabion and gabion mattress manufacturer will be required to have a qualified representative on site at the start of gabion construction. The representative shall be available for consultation as needed throughout the gabion and gabion mattress construction.

3.2 FOUNDATION PREPARATION

The foundation shall be excavated to the extent shown on the plans or as directed by the Engineer. All loose or otherwise unsuitable materials shall be removed. All depressions shall be carefully backfilled to grade. The depressions shall be backfilled with suitable materials from adjacent required excavation, or other approved source, and compacted to a density at least equal to that of the adjacent foundation. Any buried debris protruding from the foundation that will impede the proper installation and final appearance of the gabion or gabion mattress shall also be removed, and the voids carefully backfilled and compacted as specified above. Immediately prior to gabion placement, the prepared foundation surface shall be inspected by the Engineer.

3.3 AGGREGATE FILTER PLACEMENT

Filter material, when required, shall be spread uniformly on the prepared foundation surface in a manner satisfactory to the Engineer, and to the slopes, lines and grades as indicated on the plans or as directed by the Engineer. Placing of filter material by methods which will tend to segregate particle sizes will not be permitted. Any damage to the foundation surface during filter placement shall be repaired before proceeding with the work. Compaction of the filter materials will not be required, but it shall be finished to present a reasonably even surface free from mounds or windrows.

3.4 FILTER FABRIC PLACEMENT

Filter fabric, when required, shall be placed as shown on the plans or as directed by the Engineer. Any defects, rips, holes, flaws or damage to the material may be cause for rejection. The material shall be placed with the long axis parallel to centerline of structure, highway or dam. The securing pins shall be placed in the lapped longitudinal joints and spaced on approximately 10-foot centers. The fabric material shall be free of tension, stress, folds, wrinkles or creases. The material shall be lapped a minimum of three (3) feet along the longitudinal joint of material or have the joints lapped one (1) foot and sewn. The ends of rolls at joints shall be lapped a minimum of three (3) feet. Torn or punctured fabric may be repaired by placing a layer of fabric over the damaged area, which overlaps a minimum of three (3) feet beyond the damaged area in all directions.

Securing pins shall be placed through both strips of material at lapped joints at approximately the midpoint of the overlap. Securing pins shall be set at random points as necessary to hold filter fabric in the desired position. The filter fabric material, in specified position, must be covered as soon as practicable; time shall not exceed three (3) days.

3.5 ASSEMBLY AND INSTALLATION

If PVC coated materials are required, no work shall take place using these materials unless the ambient temperature and the temperature of the PVC materials are at least 15°F above the brittleness temperature of the PVC materials.

- A. Empty gabion or gabion mattress units shall be assembled individually and placed on the approved surface to the lines and grades as shown on the plans or as directed by the Engineer, with the sides, ends and diaphragms erected in such a manner to ensure the correct position of all creases and the tops of all sides are level. Filling of basket units in one place and then transporting them to their final position in the work will not be permitted.
- B. The front row of gabion or gabion mattress units shall be placed first and successively constructed toward the top of the slope or the back of the structure. The finished gabion or gabion mattress structure shall have no gaps along the perimeter of the contact surfaces between adjoining basket units. All adjoining empty gabion or gabion mattress units shall be connected by lacing along the perimeter of their contact surface prior to filling in order to obtain a monolithic structure. Connection of adjoining basket units shall be accomplished by continuous stitching with alternating single and double loops at intervals of not more than five (5) inches. All lacing wire terminals shall be securely fastened. **Proper tying of the gabions at all steps in construction is critical to the performance of the finished gabion structure.**
- C. Connections of mesh panels shall have a minimum strength of 1,000 pounds per linear foot for gabions, and 600 pounds per linear foot for gabion mattresses. The connection strength requirements shall apply to all connections of mesh panels, including attachment of end panels, diaphragms and lids.
- D. For twisted wire baskets, all joining shall be made through selvage-to-selvage or selvage-to-edge wire connection; mesh-to-mesh or selvage-to-mesh wire connection is prohibited except in the case where baskets are offset or stacked and selvage-to-mesh or mesh-to-mesh wire connection would be necessary. Wire fasteners shall not be used to tie or join stone-filled baskets, unless approved by the Engineer. As a minimum, double looped lacing wire shall be installed at each mesh opening at the location where mesh wire meets selvage or edge wire.

- E. The initial line of basket units shall be placed on the prepared filter layer surface or foundations as required, and partially filled to provide anchorage against deformation and displacement during filling operations. After adjoining empty basket units are set to line and grade and common sides with adjacent units thoroughly laced, they shall be placed in tension and stretched to remove any kinks from the mesh and to a uniform alignment. The stretching of empty basket units shall be accomplished in such a manner as to prevent any possible unraveling.

- F. Stone-filling operations shall carefully proceed with placement by hand or machine so as not to damage wire coating, to assure a minimum of voids between the stones, and the maintenance of alignment throughout the filling process. Undue deformation and bulging of the mesh shall be corrected prior to further stone filling. To avoid localized deformation, the basket units in any row are to be filled in stages consisting of maximum 12-inch courses, and at no time shall any cell be filled to a depth exceeding one (1) foot more than the adjoining cell. The maximum height from which the stone may be dropped into the basket units shall be 36 inches. It is critical to the performance of the finished gabion structure that the gabions are filled to their maximum with the voids in the gabion minimized by manipulation of the rock.

- G. For gabion units in excess of two (2) feet in height, two (2) uniformly spaced internal connecting wires shall be placed between each stone layer in all front and side gabion units, connecting the back and the front faces of the compartments. Connecting wires or alternatively the preformed stiffeners shall be looped around two (2) twisted wire-mesh openings or a welded wire joint at each basket face and the wire terminals shall be securely twisted to prevent their loosening.

- H. Along all exposed faces, the outer layer of stone shall be carefully placed and arranged by hand to ensure a neat and compact appearance. The last layer of stone shall be uniformly overfilled one (1) inch above the side walls and the surface leveled with a minimum amount of voids to provide an even surface that is uniform in appearance. Final adjustments for compaction and surface tolerance shall be done by hand. Lids shall be stretched tight over the stone fill using a bar or lid-closing tool, until the lid meets the perimeter edges of the front and end panels. The lid shall then be tightly closed with lacing wire along all edges, ends and internal-cell diaphragms. Special attention shall be given to assure that all projections or wire ends are turned into the baskets. Where shown on the plans or as directed by the Engineer, or where a complete gabion or gabion mattress unit cannot be installed because of space limitations, the basket unit shall be cut, folded and wired together to suit existing site conditions. The mesh must be folded back and neatly wired to an adjacent basket face. The assembling, installation, filling, lid closing and lacing of the reshaped gabion or gabion mattress units shall be carried out as specified above. Re-tying shall be in a manner to produce a closed cell and re-tying of the gabion shall be in the same manner as the assembly. Excess mesh wire shall be cut off or be tightly and neatly laced down.

PART 4 – MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. Gabions will be measured by the cubic yard of stone-filled gabions, as shown on the plans, complete in place.

- B. Gabion mattresses will be measured by the square yard of surface area or by the cubic yard of stone-filled gabion mattresses, as shown on the plans, complete in place.
- C. Filter fabric and/or filter material, if used, will not be measured for payment but shall be subsidiary to this item.

4.2 PAYMENT

The work performed and material furnished by this item, measured as provided under "Measurement", will be paid for at the unit price bid:

- A. Per square yard of surface area of "Gabion Mattresses", of the thickness and basket-wire coating specified; or
- B. Per cubic yard of "Gabion Mattresses", of basket-wire coating specified; and
- C. Per cubic yard of "Gabions", of basket-wire coating specified.
- D. These prices will be full compensation for furnishing all materials, the excavation, base preparation, filter fabric, filter material, backfill and grading, lacing and for all manipulation, labor, tools, equipment and incidentals necessary to complete the work.

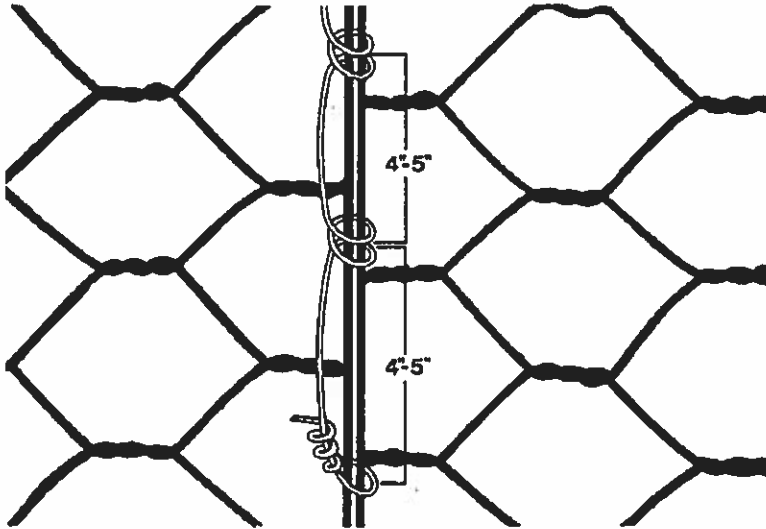
END OF SECTION

(see Graphics, pp. 6 - 8)

TYING PATTERN & INNER TIE WIRE METHOD

Note: It is recommended that the tying pattern and inner tie wire method be shown on all plans.

TYING PATTERN

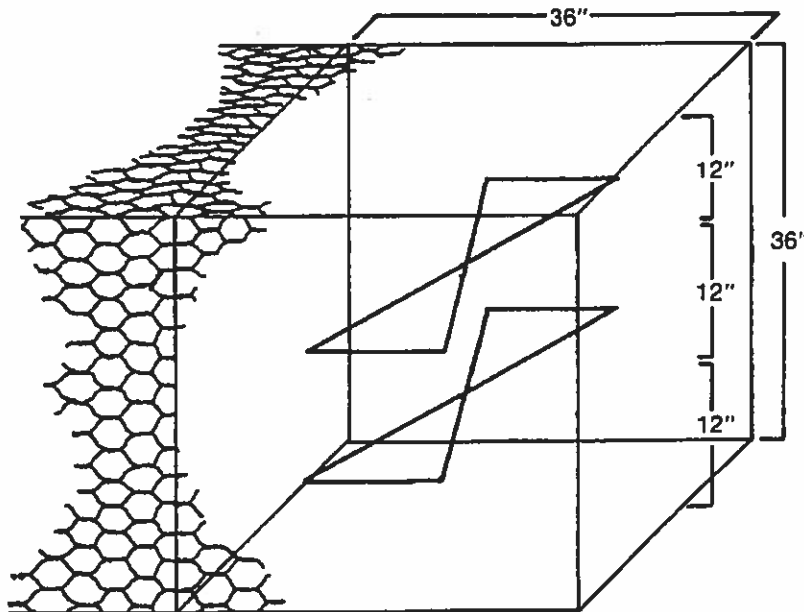


Gabions must be tied in this manner at each step of construction:

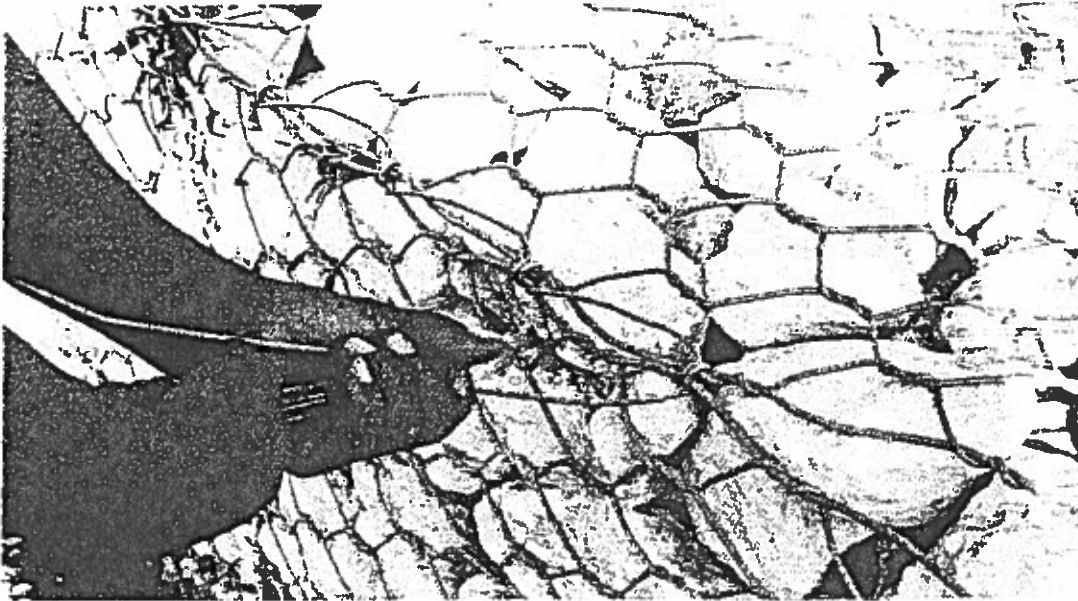
1. Initial assembly
2. Tying to adjacent gabions along all contacting edges
3. Tying of lid to sides
4. Tying of lid to top of diaphragms
5. Re-tying of the cut gabion

Inner tie wires shall be placed horizontally in each cell every 12" of vertical height connecting the front and back faces and any unsupported face lengthwise.

INNER TIE WIRE METHOD

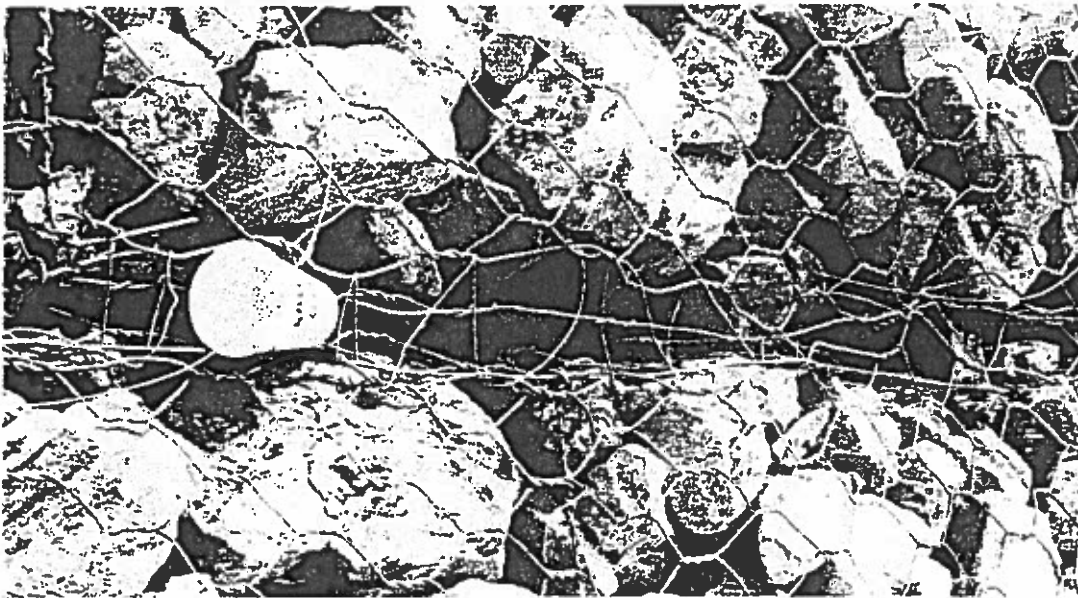


PROPER LACING PATTERN



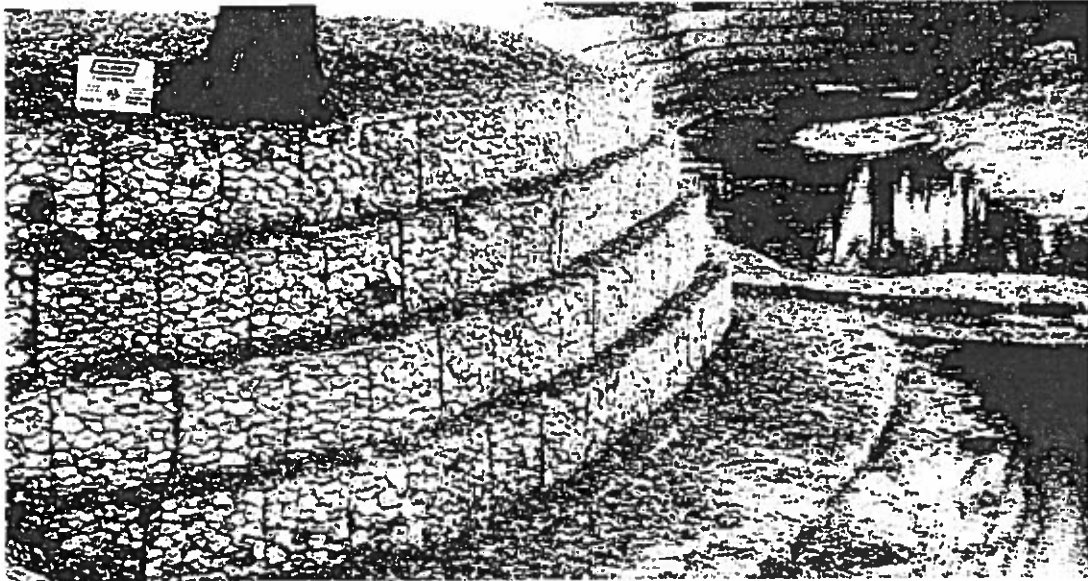
- Lid is tied correctly to the edges of the basket.
- Lid is tied correctly to the top of the diaphragm.
- Basket edges have been pulled tightly together.
- Rock has been manipulated by hand to minimize voids.

IMPROPER LACING PATTERN



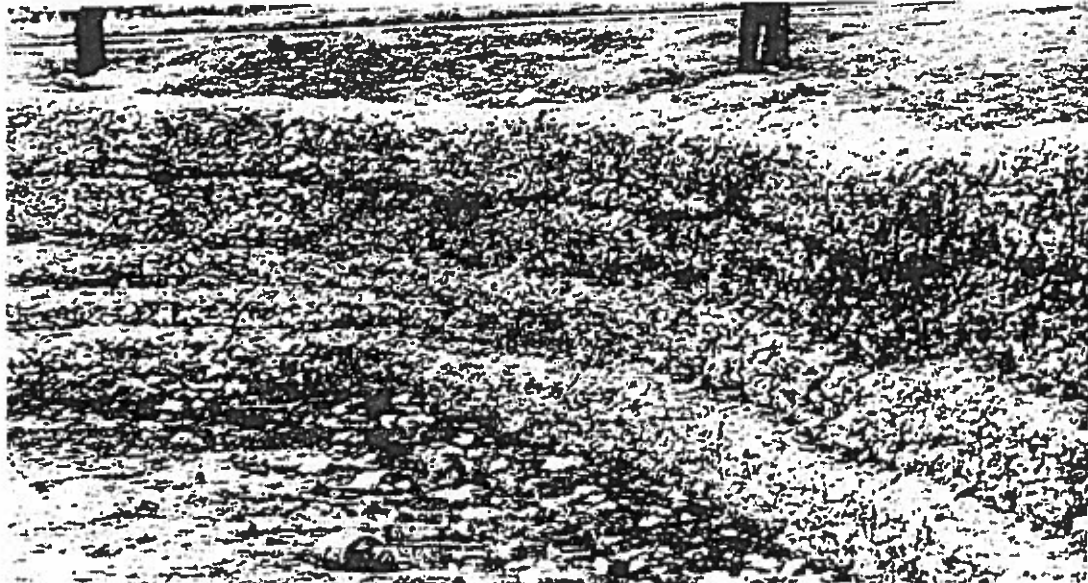
- Lid is not tied correctly to the edges of the basket.
- Lid is not tied correctly to the top of the diaphragm.
- Basket edges have not been pulled tightly together.
- Rock has not been manipulated by hand to minimize voids.

CORRECTLY CONSTRUCTED GABION WALL



Example shows completely filled gabion baskets with minimum voids. The fronts are faced with large select stones and the rows are straight and level. The joints between the baskets are plumb. The edges have sharp corners and are properly and tightly laced. There is an overall appearance of quality construction.

INCORRECTLY CONSTRUCTED GABION WALL



Example shows gabion baskets loosely filled causing voids and wall settlement. The bulging fronts are caused by not using select stone that have been hand manipulated. The rows are not straight and level. The joints between the baskets are improperly laced and are not plumb. The edges do not have sharp corners. This construction is not acceptable.