

West Central Texas Municipal Water
District

Plans and Specifications for:

HCR Dam Roadway Improvements

WCTMWD Project #2023-08



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C. L. Wingert
P.E. 58416
12/27/22

CONTRACTOR BID PACKET
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PROJECT: HCR Dam Roadway Improvements #2023-08

This Table of Contents is intended as an aid and not as a comprehensive listing of the proposal package. Bidders are responsible for reading the entire package and complying with all specifications.

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Request for Bid

The West Central Texas Municipal Water District (“DISTRICT”) will receive sealed Bids for HCR Dam Roadway Improvements, Project #2023-08 until 3:00 p.m. local time on Thursday, January 26, 2023 at the District Office located at 410 Hickory Street, Abilene, Texas 79601 at which time Bids will be publicly opened and read aloud.

Contract Documents are on file and may be examined free of charge at the District’s office, 410 Hickory Street, Abilene, Texas 76601. Advertisement and information for the Project may be found at the following web site: www.wctmwd.org

Instructions for downloading Bid Documents will be on the website. It is the downloader’s responsibility to determine that a complete set of documents, as defined in the Instructions to Bidders are received. Printed copies of the Contract Documents may be purchased at the District’s office for \$25.00.

The website will be updated periodically as needed with addenda, reports or other information relevant to submitting a proposal for the Project.

Each Bid shall be accompanied by a Cashier’s Check or Bid Bond, acceptable to the District, in an amount not less than five percent (5%) of the total amount bid, as a guarantee that the Bidder, if awarded the Contract, will promptly execute the Agreement in accordance with the Proposal and the other Contract Documents.

The District reserves the right to reject any and/or all Bids, waive any informality or technicality in the Bids received and to accept the Bid it deems most beneficial to the District.

WEST CENTRAL TEXAS MUNICIPAL
WATER DISTRICT
C. L. Wingert, P.E., General Manager

SECTION 1
Contract Documents
and Format

HCR Dam Roadway Improvements
WCTMWD Project 2023-08

SECTION 1 CONTRACT DOCUMENTS AND FORMAT

1.1.0 Instructions to Bidders

1.1.1 Bidding Requirements

Each Bid and accompanying data shall be enclosed in a sealed opaque envelope or wrapping, addressed to the West Central Texas Municipal Water District, marked BID ENCLOSED and identified on the outside with the Bidder's name and with the Bid number and/or title as stated in this Request for Bid. The DISTRICT will not be responsible for the premature opening of any proposal which is not submitted in a satisfactory BID ENVELOPE or which is not properly addressed and identified.

If the Bid is sent by carrier (FedEx, UPS, etc.), the sealed envelope shall be enclosed in the carrier's packaging with the notation "BID ENCLOSED" on the face thereof.

Bids shall be delivered to the designated location prior to the time and date for receipt of Bids indicated in this Request for Bid, or the modified time and date indicated by Addendum. Bids received after the time and date for receipt of Bids will be returned unopened.

Bidder shall use the addresses listed below for submittal of the bid documents.

For Mailed and Delivered Documents

West Central Texas
Municipal Water District
Attn: Mr. C.L. Wingert, P.E.
410 Hickory Street
Abilene, Texas 79601

Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids. No Bidder may submit more than one Bid. Multiple Bids under different names will not be accepted from one firm or association.

1.1.2 Modifications to Bid

No phone, fax, or email changes to bids will be accepted. Prices cannot be changed after bids are opened. Corrections, deletions, or additions shall be submitted in writing and delivered in a sealed envelope prior to bid opening.

1.1.3 Bid Form

Bids by corporations must be executed in the corporate name by the President or Vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the Secretary or an Assistant Secretary. The state of incorporation shall be shown below the corporate name. Bids by partnerships must be executed in the partnership name and signed by a partner; title and the official address of the partnership must be shown below the signature. Bids by joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each participant.

The names of all persons signing must also be legibly printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principle may be held to be the Bid of the individual signing. When requested by The DISTRICT, evidence of the authority of the person signing shall be furnished.

Bid Forms must be completed in ink. All blank spaces in the Bid Form shall be filled. A Bid Price shall be indicated for each item and alternative listed therein, or the words "No Bid", "No Charge", or other appropriate phrase shall be entered. Bids received without all such items completed may be considered non-responsive.

The Bidder is required to acknowledge receipt of Addenda on the Bid Proposal form. No alterations in Bids or alterations made to the printed forms, by erasures, interpolations, or otherwise will be acceptable.

The Bidder shall indicate any requests for exceptions to the specifications within his Bid response. A separate page or pages may be used for this purpose as necessary.

1.1.4 Rejection of Bids

The DISTRICT reserves the right to reject any or all Bids, and does not bind itself to accept the lowest Bid or any Proposal for this Work or any part thereof and shall have the right to ask for new Bids for the whole or parts, should it desire to do so. The DISTRICT reserves the right to waive any or all informalities, and to reject nonconforming, non-responsive, non-standard or conditional Bids.

1.1.5 Withdrawal of Bids

Bids may be modified or withdrawn by contacting Chris Wingert, General Manager, at 325-673-8254, fax 325-673-8272, email chris.wingert@wctmwd.org and requesting withdrawal any time prior to opening of Bids. Notice must be in writing. Notices by phone will not be accepted. Withdrawn Bids will be returned to the Bidder unopened.

1.1.6 Award and Execution of Documents

The award of the Bid, if it is awarded, will be to the Bidder whose qualifications indicate the award will be in the best interest of the DISTRICT. Any discrepancy between the unit price listed in the Bid and the multiplication of units will be resolved in favor of the unit price. Any discrepancy between the written price and the numerical price listed in the Bid will be resolved in favor of the written price.

Failure of the selected Bidder to deliver the required Contract Documents, including any required Bonds and insurance, within thirty (30) days of the Notice of Award to the selected Bidder shall be just cause for the DISTRICT to annul the award and declare the Bid and any guarantee thereof forfeited, not as a penalty, but as liquidation of damages to the DISTRICT.

1.1.7 Bid Security

Each proposal must be accompanied by a (i) Bid Bond, or (ii) Certified or Cashier's Check (on a solvent bank in the state of Texas), drawn to the order of the DISTRICT in the sum of not less than five percent (5%) of the total amount of the proposal. The Bid Bond must be executed by a surety named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. The Bid Security shall be made payable without condition to the West Central Texas Municipal Water District.

1.1.8 Return of Bid Security

The Bid Security will be retained by the DISTRICT until the successful Bidder has executed the contract agreement and furnished, if applicable, the required bonds and insurance. All other Bid Securities will be returned to Bidders when the contract award is made or the Bids are rejected, not to exceed 30 days from date of Bid opening.

1.1.9 Interpretations

All questions about the meaning or intent of this document shall be submitted to the DISTRICT in writing. Replies may be issued by Addenda that may be posted on the DISTRICT's website, mailed, faxed, emailed, or delivered to all parties recorded as having received the Bid Documents.

Questions received less than two (2) days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral interpretations or clarifications will be without legal effect.

1.1.0 Instructions to Contractor

1.1.1 Contract Forms

Bidders shall use the Contract Forms included in the documents, including but not limited to the Contract Proposal Form, Table A, and Conflict of Interest. Bid forms are to be left attached to the documents in the same manner as received by Bidders. Supplemental data to be furnished shall be included in the same sealed envelope with the Bid.

Contracts by corporations must be executed in the corporate name by the President or a Vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal (if any) shall be affixed and attested by the Secretary or an Assistant Secretary. The State of incorporation shall be shown below the corporate name. Contracts by partnerships must be executed in the partnership name and signed by a partner, and the title and the official address of the partnership must be shown below the signature. Bids by joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each

participant. Contracts by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature. Contracts by an individual shall show the Bidder's name and official address.

The names of all persons signing must also be legibly printed below the person's signature. A Bid by a person whose signature is followed by the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held to be the Bid of the individual signing the same. When requested by The DISTRICT, evidence of the authority of the person signing shall be furnished.

Contact Forms must be completed in ink.

1.1.2 Taxes and Permits

Attention is directed to Section 3.7 of the General Conditions regarding payment of taxes and obtaining permits.

1.2.0 Familiarization with the Type of Work

Before submitting the Contract, the Contractor shall familiarize himself with the Work, local labor conditions and all laws, regulations, and other factors affecting performance of the Work. He shall carefully correlate his observations with the requirements of the Contract Documents and otherwise satisfy himself of the expense and difficulties attending performance of the Work. The submission of a signed Contract will constitute a representation of compliance with this requirement. There will be no subsequent financial adjustment for lack of familiarization.

1.3.0 Site Investigation

Any information contained in the Contract Documents concerning dimensions, equipment, site conditions, and any quantities based thereon, is furnished solely for the convenience of the CONTRACTOR as information is available at the time. The accuracy of this information is not guaranteed and the CONTRACTOR is fully and solely responsible to verify pertinent information prior to time for submission of Bids. Use of the information provided in no way relieves the CONTRACTOR or others of any responsibility for loss due to inaccuracies or deviations which may be encountered.

1.4.0 Subcontractors and Suppliers

1.4.1 All subcontractors operating on the project and under the direction of the Contractor are required to meet the same insurance requirements as those imposed on the Contractor.

1.5.0 Copies of Contract Documents

The DISTRICT will furnish additional copies of the Contract Documents, Plans, Drawings and related materials to the CONTRACTOR as needed upon request.

1.6.0 Performance and Payment Bond, Insurance

Section 2.0 of the General Terms of the Contract sets forth DISTRICT's requirements as to Performance and Payment Bonds and Insurance. When the Successful Bidder delivers the executed Agreement to the DISTRICT, it must be accompanied by such Bonds and Certificates of Insurance. All Bonds and Insurance must be maintained valid until the project has reached Final Completion as declared by the DISTRICT and all payments by the DISTRICT to the CONTRACTOR have been fulfilled.

1.7.0 Venue

Venue for any legal action regarding this contract shall be the appropriate court of law in Taylor County, Texas.

1.8.0 Employment Requirements and Wage Rates

1.8.1 Records

The CONTRACTOR and each Subcontractor shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed, together with the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by the representatives of the DISTRICT.

1.8.2 Prevailing Wage and Hour Decision

Chapter 2258 of the Texas Government Code requires Contractors and Subcontractors performing work on public works contracts to pay wages at a rate not less than the rates determined using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.) and its subsequent amendments. If the Wage Decision lists fringe benefits, you must either provide the benefits or pay the hourly equivalent in cash in addition to the predetermined wage.

Labor classifications not appearing on the Wage Decision will be deferred to the U.S. Department of Labor (DOL) for approval.

Attached is the latest Prevailing Wage and Hour Decision currently applicable. The selected Bidder will be responsible for verification, reporting and compliance with the applicable portion of Davis-Bacon and Related Acts and any such decision applicable at the time work is performed.

BID PROPOSAL

_____, Texas
_____, 2023

PROPOSAL OF _____, a Corporation
organized and existing under the laws of the State of _____, or a partnership consisting of
_____, or the business name of _____ an individual.

TO: **WEST CENTRAL TEXAS MUNICIPAL WATER DISTRICT
410 Hickory Street, Abilene, TX 79601**

PROPOSAL FOR: **HCR DAM ROADWAY IMPROVEMENTS, Project #2023-08**

The undersigned Bidder has carefully examined the Invitation for Bids, Instructions to Bidders, this Proposal, the form of Contract Agreement and Bonds, the General Conditions of the Agreement, the Technical Specifications and Project Drawings, and will provide all necessary labor, superintendence, machinery, equipment, tools, materials, services and other facilities to complete fully all the Work provided in the Contract Documents; and will execute the Contract and Bonds in the Contract Documents upon formal acceptance of this Proposal for the unit prices and amounts shown in the attached Table A.

The undersigned Bidder will execute the Contract Agreement with thirty (30) calendar days after receiving a Notice of Award and will furnish approved Bonds and Insurance as required by the Contract Documents for the faithful performance of the Contract. The attached Bid Security in the amount of five (5%) percent of the amount Bid is to become the property of the DISTRICT as liquidated damages for the delay and additional work caused by the failure of the Bidder to enter into a Contract in the event the Contract Agreement and Bonds are not executed within thirty (30) calendar days.

The undersigned agrees to substantially complete all Work covered by these Contract Documents by the following date: _____ . Final Completion of the project shall be achieved within 30 days of the Substantial Completion date. The date established for the start of Work will be not less than ten (10) days and not more than thirty (30) days after the date of the Contract Agreement, except by mutual agreement of the Owner and the CONTRACTOR.

Receipt is acknowledged of the following addenda:

	<u>DATE</u>	<u>BY</u>
Addendum No. 1	_____	_____
Addendum No. 2	_____	_____
Addendum No. 3	_____	_____
Addendum No. 4	_____	_____
Addendum No. 5	_____	_____

Respectfully submitted,

By _____

(Print Name and Title)

Attested By:

Address

Secretary
(Seal) If Bidder is a Corporation

**TABLE A
ROADWAY REPAIRS ON HCR, Project #2023-08**

BASE BID

Item No	Description	Estimated Quantity	Unit Price	Price per Unit	Bid Amount
1	Roadway Improvements	1	Lump Sum		<hr/> (written amount) \$ _____ (in numbers)
TOTAL AMOUNT BASE BID					<hr/> (written amount) \$ _____ (in numbers)

ALTERNATE BID ITEMS

2	Difference between actual and estimated material volume		Per Cubic Yard more or less than the Estimated 3,300 CY	\$ _____	<hr/> (written amount) \$ _____ (in numbers)
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CONTRACT AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TAYLOR §

THIS AGREEMENT, made and entered into this _____ day of _____ 2023AD, by and between WEST CENTRAL TEXAS MUNICIPAL WATER DISTRICT of the County of Taylor, State of Texas, acting through Chris Wingert, PE, General Manager, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the DISTRICT, and _____, city of _____, county of _____, 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 (DISTRICT), and under the conditions expressed in the bonds bearing even date herewith, the said Party of the Second Part (CONTRACTOR) hereby agrees with the said Party of the First Part (DISTRICT) to commence and complete the construction of certain improvements described as follows:

**HCR DAM ROADWAY IMPROVEMENTS
WCTMWD Project 2023-08**

and all extra Work in connection therewith, under the terms as stated in the General Conditions of the Agreement; and at CONTRACTOR’s own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said Work, in accordance with the conditions and prices stated in the Proposal attached hereto and in accordance with the Plans, which includes all maps, plats, blueprints, and other drawings and printed or written explanatory matter thereof, and the Specifications therefore, as prepared by DISTRICT, each of which has been identified by the CONTRACTOR and the DISTRICT, all of which are made a part hereof and collectively evidence and constitute the entire contract.

The DISTRICT agrees to pay the CONTRACTOR in current funds the price shown in Table A of the Bid Proposal, which forms a part of this Contract, such payments to be subject to the General Terms of the Contract Agreement.

The CONTRACTOR hereby agrees to commence Work on or after the date established for the start of Work as set forth in a written notice to commence Work and to substantially complete all Work within the time stated in the Bid Proposal, subject to such extensions of time as are provided by the General Terms and Conditions.

No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

DISTRICT and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon DISTRICT and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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

ATTEST:

Party of the First Part, DISTRICT
By _____
Signature

Name and Title
(please type or print)
(SEAL)

ATTEST:

Party of the Second Part, CONTRACTOR
By _____
Signature

Name and Title
(please type or print)
(SEAL)

PAYMENT BOND

<p>CONTRACTOR as Principal</p> <p>Name: Mailing Address (Principal Place of Business)</p>	<p>Surety</p> <p>Name: Mailing Address (Principal Place of Business):</p>				
<p>Owner</p> <p>Name: West Central Texas Municipal Water District 410 Hickory Street Abilene, Texas 79601</p>	<p>Physical Address (Principal Place of Business):</p>				
<p>Contract</p> <p>Date: Amount: Description (Name and Location)</p>	<p>Surety is a corporation organized and existing under the laws of the state of:</p>				
<p>Bond</p> <p>Date of Bond <i>(Date of Bond cannot be earlier than Effective Date of Agreement)</i></p> <p>Bond Amount:</p>	<p><i>By submitting this bond, Surety affirms their authority to do business in the State of Texas and their license to execute bonds in the State of Texas.</i></p> <p>Telephone Number (Main Number):</p>				
<p><i>Surety and CONTRACTOR, intending to be legally bound and obligated to Owner do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent or representative. The Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally to this bond. The condition of this obligation is such that if the CONTRACTOR as Principal pays all claimants providing labor or materials to him or to a Subcontractor in the prosecution of the work required by the Contract then this obligation shall be null and void; otherwise the obligation is to remain in full force and effect. Provisions of the bond shall be pursuant to the terms and provisions of Chapter 2253 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.</i></p>	<p>Telephone Number: (for Notice of Claim)</p> <p><i>The address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the following toll free number</i> 1.800.252.3439</p>				
<p>CONTRACTOR as Principal</p> <p>Signature: _____ Name and Title: _____</p>	<p>Surety</p> <p>Signature: _____ Name and Title (Attach Power of Attorney)</p>				
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none; text-align: center;">Company Seal</td> <td style="width: 50%; border: none; text-align: center;">Corporate Seal</td> </tr> </table>	Company Seal	Corporate Seal	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none; text-align: center;">Company Seal</td> <td style="width: 50%; border: none; text-align: center;">Corporate Seal</td> </tr> </table>	Company Seal	Corporate Seal
Company Seal	Corporate Seal				
Company Seal	Corporate Seal				

PERFORMANCE BOND

<p>CONTRACTOR as Principal</p> <p>Name: _____</p> <p>Mailing Address (Principal Place of Business) _____</p> <p>Owner</p> <p>Name: _____</p> <p>West Central Texas Municipal Water District 410 Hickory Street Abilene, Texas 79601</p> <p>Contract</p> <p>Date: _____</p> <p>Amount: _____</p> <p>Description (Name and Location) _____</p> <p>Bond</p> <p>Date of Bond _____</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Agreement)</i></p> <p>Bond Amount: _____</p>	<p>Surety</p> <p>Name: _____</p> <p>Mailing Address (Principal Place of Business): _____</p> <hr/> <p>Physical Address (Principal Place of Business): _____</p> <hr/> <p>Surety is a corporation organized and existing under the laws of the state of: _____</p> <p><i>By submitting this bond, Surety affirms their authority to do business in the State of Texas and their license to execute bonds in the State of Texas.</i></p> <p>Telephone Number (Main Number): _____</p> <p>Telephone Number: (for Notice of Claim) _____</p> <hr/> <p><i>The address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the following toll free number</i></p> <p><i>1.800.252.3439</i></p> <p>Local agent: _____</p>								
<p>CONTRACTOR as Principal</p> <p>Signature: _____</p> <p>Name and Title: _____</p>	<p>Surety</p> <p>Signature: _____</p> <p>Name and Title (Attach Power of Attorney) _____</p>								
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<i>Company Seal</i>	<i>Corporate Seal</i>								



WEST CENTRAL TEXAS MUNICIPAL WATER DISTRICT
410 Hickory Street Abilene, TX 79601 Phone 325-673-8254 Fax 325-673-8272 www.wctmwd.org

SPECIAL PROVISION SALES TAX NOTICE TO CONTRACTORS

The *West Central Texas Municipal Water District* is an exempt organization in accordance with Section 151.309 of Chapter 151, Subchapter E, Tax Code, also known as the Limited Sales, Excise, and Use Tax Act. Any contract awarded for this project shall meet the criteria in Chapter 151, Subchapter E, Tax Code for an exempt contract.

Contractors should be knowledgeable of Chapter 151, Subchapter E, Tax Code and the applicable rules of the Comptroller of Public Accounts, specifically 34 TAC 3.291 (Contractors) and 34 TAC 3.287 (Exemption Certificates) and shall assure that the *West Central Texas Municipal Water District* receives all tax exemptions provided by State Law.

Contractors may obtain additional information, including sample exemption certificates, by contacting the Comptroller of Public Accounts SFA, Tax Policy Division, 1700 North Congress Avenue, #200, Austin, Texas 78701. The Comptroller of Public Accounts can be reached by calling their toll-free number (800) 252-5555 or in Austin (512) 463-4600.

"General Decision Number: TX20220087 02/25/2022

Superseded General Decision Number: TX20210087

State: Texas

Construction Type: Heavy

Counties: Blanco, Brown, Burnet, Coke, Coleman, Comanche, Concho, Eastland, Fisher, Gillespie, Kerr, Kimble, Llano, Mason, Mills, Mitchell, Nolan, Real, Runnels, San Saba, Schleicher, Shackelford and Stephens Counties in Texas.

HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

* SUTX2009-126 04/21/2009

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 13.00 **	0.00
LABORER: Common or General.....	\$ 10.67 **	1.20
LABORER: Pipelayer.....	\$ 10.07 **	0.00
OPERATOR: Backhoe/Trackhoe.....	\$ 12.16 **	0.96
OPERATOR: Bulldozer.....	\$ 14.25 **	0.00
OPERATOR: Loader (Front End)....	\$ 11.13 **	0.00
TRUCK DRIVER.....	\$ 8.91 **	0.24

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

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

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

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 National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

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

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

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

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

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

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

=====
END OF GENERAL DECISIO"

SECTION 2
General Terms of the
Contract Agreement

HCR Dam Roadway Improvements
WCTMWD Project 2023-08

SECTION 2 GENERAL TERMS OF THE CONTRACT AGREEMENT

2.0 BONDS AND INSURANCE

2.01 Performance and Payment Bonds

A. CONTRACTOR shall furnish both Performance and Payment Bonds (separate instruments), each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.

Performance Bonds will not be required for Contracts with full amounts (including all possible Alternatives) that are less than \$100,000.

B. The Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. The Bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 2.01B, CONTRACTOR shall promptly notify Owner and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 2.01B and 2.02. Failure of the Contractor to provide a satisfactory replacement Bond may be considered an event of default under paragraph 2.40.1.

2.02 Licensed Sureties and Insurers

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by the CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required.

B. All required insurance shall be maintained with responsible insurance carriers acceptable to WCTMWD and lawfully authorized to issue insurance of the types and amounts set forth in this document and having a Best's Financial Strength Rating of at least "A-" and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States or be of sufficient size and financial strength as adjudged by WCTMWD to meet the financial obligations evidenced in the certificate of insurance.

2.03 Insurance

A. CONTRACTOR shall deliver to DISTRICT, with copies to each additional insured identified herein, certificates of insurance (and other evidence of insurance requested by DISTRICT or any other additional insured) which CONTRACTOR is required to purchase and maintain in accordance with Section 2.03.01 below.

B. All insurance policies and certifications shall remain in full effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work.

C. Completed Operations Insurance, and any insurance coverage written on a claims-made basis, shall remain in effect for at least two (2) years after Final Payment.

D. West Central Texas Municipal Water District shall be added as an additionally insured party under the policy when requested in Section 2.03.1.

2.03.1 Contractor's Insurance:

Category	Specifics	Limits of Liability*
Workers Compensation	State:	Statutory
	Federal (if applicable)	Statutory
	Jones Act coverage (if applicable)	
	Bodily injury by accident, each accident	\$1,000,000
	Bodily injury by disease, aggregate	\$2,000,000

ADD: Waiver of subrogation in favor of WCTMWD

Employer's Liability	Bodily injury, each accident	\$1,000,000
	Bodily injury by disease, each employee	\$1,000,000
	Bodily injury, disease aggregate	\$2,000,000

For work performed in monopolistic states, stop-gap liability coverage shall be endorsed to either the workers compensation or commercial general liability policy with a minimum limit of: \$2,000,000

Foreign voluntary worker compensation Statutory

Contractors Commercial General Liability**

General Aggregate \$2,000,000
(add endorsement providing aggregate limits per location of work)

Products, completed operations aggregate \$2,000,000
Personal and advertising injury \$1,000,000
Each occurrence \$1,000,000
(bodily injury and property damage)

ADD: WCTMWD as additional insured

Automobile Liability	Bodily injury:	
	Each person	\$500,000
	Each accident	\$1,000,000
	Property damage:	
	Each accident	\$1,000,000

ADD: WCTMWD as additional insured

Excess or Umbrella Liability

Per occurrence \$2,000,000
General aggregate \$2,000,000

Contractor's Professional Liability

Each Claim \$2,000,000
Annual Aggregate \$5,000,000

DISTRICT Responsibility

DISTRICT shall not be responsible for purchasing and maintaining any insurance to protect the interest of the CONTRACTOR, Subcontractors or others involved in the Work. The stated limits are minimums. CONTRACTOR shall determine the limits that are adequate. In any event CONTRACTOR

shall remain fully responsible for all losses connected with their obligations under this Contract, whether covered by insurance or not.

2.1 PAYMENT FOR WORK

2.10.1 Contract Price: DISTRICT shall pay to CONTRACTOR for performance of the Work embraced in this agreement, and CONTRACTOR shall accept as full compensation therefore, the Bid Price subject to adjustment only as provided by approved Change Order, for all Work covered by and included in the Contract Award; payment thereof to be made in accordance with a Schedule of Values as submitted by CONTRACTOR at the Pre-Construction Meeting specified in Section 3.30.1.

2.10.2 Progress Payments: Should the project last more than thirty (30) days, the DISTRICT shall make progress payments of the Contract Price on the basis of CONTRACTOR's applications for payment on or about the thirtieth (30th) day after submittal of the application for payment each month in accordance in Chapter 2251, Texas Government Code, and as provided below. Otherwise the DISTRICT shall make a lump sum payment for the total amount in accordance with Section 2.10.08 Final Payment.

All progress payments shall be based upon the progress of the Work, measured as provided for in the Schedule of Values.

- A.) Progress Payment for all Work, including Labor and Materials installed and approved by DISTRICT shall be incorporated into the form of a Progress Payment Estimate furnished by the CONTRACTOR.
- B.) DISTRICT shall retain TEN (10%) percent from each Progress Payment. The sum of all Progress Payment retainage shall not exceed TEN (10%) percent of the total bid price. Upon approval of the value by the District, it shall be incorporated into the form of a Partial Payment Estimate furnished by the CONTRACTOR.
- C.) If payment is requested by the CONTRACTOR on the basis of materials on hand, not in place, but delivered and suitably stored at the site or at another location agreed to in writing, the Partial Payment Estimate shall also be accompanied by such supporting data, satisfactory to DISTRICT, as well as establish its interest therein, including applicable insurance. Payment for material on hand but not installed will not constitute acceptance of material as inspected and approved for installation. DISTRICT will not approve material as inspected until installed and tested. CONTRACTOR is solely responsible for preventing all losses due to theft, vandalism or damage caused by any other means prior to final payment. CONTRACTOR will be responsible to replace all materials lost or damaged at the CONTRACTOR's expense.

2.10.3 Warranty of Title: The CONTRACTOR warrants and guarantees that clear ownership title to all work, materials, and equipment covered by a partial payment estimate, whether incorporated in the project or not, will have passed to the DISTRICT prior to making the partial payment estimate free and clear of all liens, claims, security interests, and encumbrances (hereinafter in the General Conditions referred to as "Liens"); and that no Work, Materials or Equipment covered by a partial payment estimate will have been acquired by the CONTRACTOR or by any other person performing the work at the site or furnishing materials and equipment for the project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

2.10.4 Contract Time: CONTRACTOR shall complete all Work under this contract on or before the date listed in the Bid Proposal ("Contract Time"). CONTRACTOR further agrees that approval for beginning Work on the project will not be given and that Work will not start until all required Bonds and insurance certificates specified in the Bid Documents have been received and approved by the DISTRICT.

2.10.5 Reserved.

2.10.6 Reserved.

2.10.7 Reserved.

2.10.8 Final Payment: Upon written notice from the CONTRACTOR that the Project is complete, the DISTRICT and the CONTRACTOR will make a final inspection and the DISTRICT will notify the CONTRACTOR in writing of any particulars in which this inspection reveals that the Work is defective. The CONTRACTOR shall immediately make such corrections as are necessary to remedy such defects.

- A. After the CONTRACTOR has completed any such corrections to the satisfaction of the DISTRICT and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection and other documents, he may request final payment. The final estimate shall be accompanied by such supporting data as the labor and services performed and the material and equipment furnished. In lieu thereof and as approved by the DISTRICT, the CONTRACTOR may furnish receipts or releases in full, including an affidavit of the CONTRACTOR showing that releases and receipts for all labor, services, material, and equipment for which a lien could be connected with the work have been paid or otherwise satisfied; and showing consent of the surety, if any, to final payment. If a subcontractor or supplier fails to furnish a release or receipt in full, the CONTRACTOR may furnish a bond satisfactory to the DISTRICT in an amount sufficient to cover any Lien.
- B. If, based on observation and review of the Work during construction and the final inspection, the DISTRICT is satisfied that the Work has been completed and the CONTRACTOR has fulfilled all of his obligations under the Contract Documents, the DISTRICT will issue written approval and the final estimate will be processed for payment. Otherwise, the DISTRICT will indicate in writing its reasons for refusing to issue payment of the final estimate.
- C. If, after substantial completion of the work, final completion thereof is materially delayed through no fault of the CONTRACTOR, the DISTRICT shall make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage, and if Bonds have been furnished in accordance with the Contract Documents, the written consent of the Surety to the payment of the balance due shall be submitted to the DISTRICT. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

2.10.9 Payments Withheld: The DISTRICT may, because of subsequently discovered evidence, withhold or nullify payment to such extent as may be necessary for protection from loss because of:

- (a) Defective Work not remedied
- (b) Claims filed or reasonable evidence that the filing of a claim is likely.
- (c) Failure of the CONTRACTOR to make payments properly to subcontractors for Material, Equipment or Labor.
- (d) Damage to another Contractor.
- (e) Failure to carry out testing of material and installation, if required.

When the above grounds are removed, or the CONTRACTOR provides a Surety bond satisfactory to the DISTRICT, which will protect the DISTRICT in the amount withheld, payment shall be made.

Final Payment to the CONTRACTOR shall include the release of all monies held as retainage by the DISTRICT.

2.2 CONTRACT DOCUMENTS

2.20.1 Contract Documents: The following documents from the DISTRICT are incorporated herein by reference for all purposes, as if fully set out verbatim:

- Contract Agreement
- Certifications, Questionnaires and Disclosures
- Contract Documents
- Bonds
- General Terms of Contract Agreement
- Technical Specifications

2.20.2 Additional CONTRACTOR's Representations: CONTRACTOR makes the following representations to the DISTRICT:

A.) CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, the Work, and with all local conditions and federal, state and local laws.

B.) CONTRACTOR and any Subcontractor(s) used on this project are skilled and experienced to responsibly perform the type of Work described in the Contract Documents in a timely manner.

2.20.3 Ownership of Documents: CONTRACTOR understands and agrees that any information, document, report or any other material whatsoever which is given by DISTRICT to CONTRACTOR or which is otherwise obtained or prepared by CONTRACTOR pursuant to or under the terms of this Agreement is and shall at all times remain the property of DISTRICT. CONTRACTOR agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of DISTRICT, which may be withheld or conditioned by DISTRICT in its sole discretion.

2.20.4 Audit and Inspection Rights: DISTRICT may, at reasonable times, and for a period of up to three (3) years following the date of final payment by DISTRICT to CONTRACTOR, review and audit those documents which are related to CONTRACTOR's performance under this Agreement. CONTRACTOR agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement. DISTRICT may, at reasonable times during the term hereof, inspect CONTRACTOR's facilities and perform such tests, as DISTRICT deems reasonably necessary, to determine whether the goods or services required to be provided by CONTRACTOR under this Agreement conform to the terms hereof and/or the terms of the Solicitation Documents, if applicable. CONTRACTOR shall make available to DISTRICT all reasonable facilities and assistance to facilitate the performance of tests or inspections by DISTRICT representatives.

2.30.5 Conflict of Interest: CONTRACTOR represents and warrants to DISTRICT that it has not employed or retained any person or company employed by DISTRICT to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, Council, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

2.20.6 Public Records: CONTRACTOR understands that the public shall have access, at all reasonable times, to all documents and information pertaining to District agreements, subject to the provisions of Chapter 552, Texas Government Code, and agrees to allow access by DISTRICT and the public to all documents subject to disclosure under applicable law. CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by DISTRICT.

2.20.7 Compliance with Federal, State and Local Laws: CONTRACTOR understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public, conflict of interest, record keeping, etc. DISTRICT and CONTRACTOR agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

2.20.8 Nondiscrimination: CONTRACTOR represents and warrants to DISTRICT that CONTRACTOR does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with CONTRACTOR's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. CONTRACTOR further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

2.20.9 Assignment: This Agreement shall not be assigned by CONTRACTOR, in whole or in part, without the prior written consent of DISTRICT, which may be withheld or conditioned, in DISTRICT's sole discretion.

2.20.10 Notices: All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

2.3 INDEMNIFICATION

2.30.1 Indemnification:

A. TO THE FULLEST EXTENT PERMITTED BY LAW, AND EXCEPT AS SET OUT IN SUBPARAGRAPH (B) BELOW, CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND DISTRICT, AND ALL OF ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, INCLUDING LOSS OF USE OF PROPERTY, ARISING OR ALLEGED TO ARISE OUT OF OR IN ANY WAY RELATED TO THIS CONTRACT OR CONTRACTOR'S PERFORMANCE OF THE WORK OR OTHER ACTIVITIES OF CONTRACTOR, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE.

B. NOTWITHSTANDING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND DISTRICT, AND ALL OF ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES (THE "INDEMNITEES"), FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY TO, OR SICKNESS, DISEASE OR DEATH OF, ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF CONTRACTOR OR ANY OF ITS SUBCONTRACTORS, REGARDLESS OF WHETHER SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED, OR IS ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY INDEMNITEE, IT BEING THE EXPRESSED INTENT OF DISTRICT AND CONTRACTOR THAT IN SUCH EVENT THE CONTRACTOR IS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNITEES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, WHETHER IT IS OR IS ALLEGED TO BE THE SOLE OR CONCURRING CAUSE OF THE BODILY INJURY, SICKNESS, DISEASE OR DEATH OF CONTRACTOR'S EMPLOYEE OR THE EMPLOYEE OF ANY OF ITS SUBCONTRACTORS. THE INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL NOT BE LIMITED BY ANY BENEFITS PAYABLE BY OR FOR CONTRACTOR UNDER WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS. CONTRACTOR SHALL PROCURE LIABILITY INSURANCE COVERING ITS OBLIGATIONS UNDER THIS PARAGRAPH.

2.4 TERMINATION AND DISPUTES

2.40.1 Default: If CONTRACTOR fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then CONTRACTOR shall be in Default. Upon the occurrence of a Default hereunder, DISTRICT, in addition to all remedies available to it by law, may immediately, upon written notice to CONTRACTOR, terminate this Agreement whereupon all payments, advances, or other compensation paid by DISTRICT to CONTRACTOR while CONTRACTOR was in Default shall be immediately returned to DISTRICT. CONTRACTOR understands and agrees that by termination of this Agreement under this section CONTRACTOR shall be liable to DISTRICT for all expenses incurred by DISTRICT in preparation and negotiation of this Agreement, as well as all costs and expenses incurred by DISTRICT in the re-procurement of the Services, including consequential and incidental damages.

2.40.2 Resolution of Agreement Disputes: CONTRACTOR understands and agrees that all disputes between CONTRACTOR and DISTRICT based upon an alleged violation of the terms of this Agreement by DISTRICT, shall be submitted to the DISTRICT's General Manager for his/her resolution, prior to CONTRACTOR being entitled to seek judicial relief in connection therewith. In the event that the amount of compensation hereunder exceeds \$25,000.00 the General Manager's decision shall be approved or disapproved by the District's Board of Directors. CONTRACTOR shall not be entitled to seek judicial relief unless: (i) it has first received the District Board of Directors written decision, if the amount of compensation hereunder exceeds \$25,000.00 or (ii) a period of sixty (60) days has expired, after submitting to the District Manager a detailed statement of the dispute, accompanied by all supporting documentation (90 days if the General Manager's decision is subject to District Board of Directors approval); or (iii) DISTRICT has waived compliance with the procedure set forth in this section by written instrument, signed by the General Manager.

2.40.3 District's Termination Rights: DISTRICT shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to CONTRACTOR at least five (5) business days prior to the effective date of such termination. In such event, DISTRICT shall pay to CONTRACTOR compensation for services rendered and expenses incurred prior to the effective date of termination; but in no event shall DISTRICT be liable to CONTRACTOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages. DISTRICT shall have the right to terminate this Agreement, subject to the terms of Section 2.40.1, upon the occurrence of an event of default by CONTRACTOR.

SECTION 3
General Conditions

HCR Dam Roadway Improvements
WCTMWD Project 2023-08

SECTION 3 GENERAL CONDITIONS

3.1 General Conditions

The conditions contained herein are generally applicable to the work described. CONTRACTOR and The DISTRICT agree to interpret and enforce the terms and conditions contained within this section only insofar as they are applicable to the Work.

3.2 Definitions

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

3.2.01 Agreement: The written agreement between the DISTRICT and the CONTRACTOR covering the Work to be performed, including the Request for Bid, the CONTRACTOR's Bid, and the Bonds.

3.2.02 Award: The acceptance, by the DISTRICT, of the successful Bidder's Bid as evidenced by the DISTRICT's issuance of a Purchase Order and/or Notice to Proceed.

3.2.03 Change Order: A written addition, deletion or revision to the Work described in the Bid Documents which include a material change to the cost and/or time of the Project.

3.2.04 Contract Time: The number of calendar days or completion date stated in the Contract for the completion of the Work.

3.2.05 CONTRACTOR: The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the Work and for the payment of all legal debts pertaining to the work who act directly through lawful agents or employees to complete the Work.

3.2.06 DISTRICT: The "DISTRICT" shall be the West Central Texas Municipal Water District, its General Manager or other duly authorized employee.

3.2.07 Engineer: The "Engineer" shall be the DISTRICT or any individual, partnership, firm or corporation duly authorized by the DISTRICT to be responsible for the engineering aspects of the Work.

3.2.08 Equipment: All machinery, together with the necessary supplies for upkeep and maintenance, and all tools and apparatus necessary for the proper construction and acceptable completion of work.

3.2.09 Extra Work: An item of work not provided for in the Contract Documents as previously modified by Change Order or Supplemental Agreement, but which is found by DISTRICT to be necessary to complete the Work within the intended scope of the Contract Documents as previously modified.

3.2.10 Field Change: A Field Change may only be issued after execution of the Agreement.
A Field Change may be issued in the form of:

- (b) A Supplemental Agreement to the Contract
- (c) A Change Order
- (d) A Field Order

3.2.11 Field Order: A written order issued by the District which clarifies or interprets the Contract Documents with no material change to the cost or time of the project.

3.2.12 Materials: Any substance specified for use in the construction of the Work.

3.2.13 Owner: For this Agreement, the "Owner" is the West Central Texas Municipal Water District ("DISTRICT").

3.2.14 Partial Payment Estimate: A form detailing the amount of Work done to date and covering previous payments, retainage, etc. This estimate is usually issued on a monthly basis.

3.2.15 Plans: The official drawings or exact reproductions which show the location, character, dimensions and details of the Work to be done and which are to be considered as a part of the Contract Documents, supplementary to the Specifications.

3.2.16 Project: All duties and Work to be performed as provided in the Contract Documents.

3.2.17 Resident Project Representative: The “Resident Project Representative” shall be the DISTRICT or any individual, partnership, firm or corporation duly authorized by the DISTRICT who is assigned to the project, or any part thereof, and who shall be responsible for observing the progress and quality of the Work, or any portion of the Work, on the behalf of the DISTRICT.

3.2.18 Shop Drawings: All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier, or distributor which illustrate the Equipment, Material, or some portion of the Work.

3.2.19 Specifications: A part of the Contract Documents containing the written directions and requirements for completing the Work. Standards for specifying materials or testing which are cited in the Contract Documents by reference shall have the same force and effect as if included in the Contract Documents physically.

3.2.20 Subcontractor: An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other Subcontractor for the performance of a part of the Work.

3.2.21 Substantial Completion: The date as certified by the DISTRICT, when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes which it was intended.

3.2.22 Supplemental Agreement: A written agreement between the CONTRACTOR and the DISTRICT covering (1) work that would increase or decrease the total amount of the Agreement as awarded or (2) work that is not within the scope of the Contract Documents.

3.2.23 Vendor: The successful supplier or his legal representative or agent for the provision of Equipment, Materials or Supplies for the Work.

3.2.24 Work: Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the CONTRACTOR under the Contract Documents, including the furnishing of all Labor, Materials, Equipment, and other incidentals necessary or convenient to the CONTRACTOR’s performance of all duties and obligations imposed by the Contract Documents.

3.2.25 Work Day: A “Work Day” is defined as a calendar day excluding Saturday, Sundays, and legal holiday authorized in the list prepared for the DISTRICT use of its employees, in which weather or other conditions not under the control of the CONTRACTOR will permit the performance of the principal units of work underway for a continuous period of not less than 7 hours between 8:00 a.m. and 5:00 p.m.

3.2.26 Work Week: The “Work Week” shall consist of a period of seven (7) successive calendar days, exclusive of any days exempted above, to begin and end as specified by the CONTRACTOR.

3.3 Notice to Proceed

No work shall be performed until the Contract Documents have been executed by both Parties. Execution will constitute the Notice to Proceed.

3.4 RESERVED

3.5 Subcontractors

The CONTRACTOR will be fully responsible for all acts and omissions of Subcontractors and of persons directly or indirectly employed by Subcontractors and of Suppliers or other individuals or entities performing or furnishing any of the Work in the same manner that CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the DISTRICT or any obligation on the part of the DISTRICT to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law. The DISTRICT may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to the CONTRACTOR on account of specific work done.

3.6 Patent Fees and Royalties

The CONTRACTOR will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process, or device which is the subject of patent right or copyrights held by others.

CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS THE DISTRICT AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE DISTRICT FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING ATTORNEY'S FEES) ARISING OUT OF ANY INFRINGEMENT OF SUCH RIGHTS DURING OR AFTER COMPLETION OF THE WORK, AND SHALL DEFEND ALL SUCH CLAIMS IN CONNECTION WITH ANY ALLEGED INFRINGEMENT OF SUCH RIGHTS.

3.7 Permits, Laws, Taxes, and Regulations

The CONTRACTOR will secure and pay for all necessary and required construction permits and licenses and will pay all governmental and public utility charges and inspection fees necessary for the prosecution of the Work. The CONTRACTOR will give all notices and comply with all laws, ordinances, rules, and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or plans are at a variance therewith, he will give prompt written notice thereof to the DISTRICT and any necessary changes shall be adjusted by an appropriate Field Change. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the DISTRICT, he will bear all costs arising there from.

References in the Contract Documents to local codes means used, required or adopted by the DISTRICT, the State of Texas and any of its political subdivisions as relate to the Project, and the Federal Government.

The CONTRACTOR will pay all sales, consumer, and other similar taxes required by the law of the place where the Work is to be performed, or of the place from which any portion of the Equipment or materials is obtained. **The DISTRICT is exempt from State Sales Tax.** A certificate attesting to this will be provided to the successful bidder upon request.

3.8 Availability of Lands

The DISTRICT will provide, as indicated in the Contract documents and not later than the date when needed by the CONTRACTOR, the lands upon which the Work is to be done, rights of way for access thereto, and such other lands which are designed for the use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be secured and paid for by the DISTRICT, unless otherwise specified in the Contract Documents. If the CONTRACTOR believes that any delay in the DISTRICT's furnishing these lands or providing such easements entitles him to an extension of the Contract Time, he may make a claim therefore as provided herein. The CONTRACTOR will provide all additional lands and access thereto that may be required for temporary construction facilities or storage of Materials and Equipment.

3.9 Use of Premises

The CONTRACTOR will confine his equipment, the storage of materials and equipment, and the operations of his workers to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment. Any and all on-site storage of materials or equipment shall be as designated by the DISTRICT.

CONTRACTOR shall be responsible for correctly securing any doors, gates or fences used to control access to the job site. CONTRACTOR shall be liable for any damages produced by a third party taking access to the job site as a result of CONTRACTOR's failure to secure such doors, gates and fences.

3.10 DISTRICT's Status During Construction

All instructions of the DISTRICT, or its duly appointed representative, to the CONTRACTOR shall be issued directly to the CONTRACTOR.

The DISTRICT, or its duly appointed representative, will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The efforts of the DISTRICT will be directed toward providing assurance that the completed project will conform to the requirements of the Contract Documents, but the DISTRICT will not be responsible for the CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

The DISTRICT will have authority to disapprove of or reject Work which is unsatisfactory, faulty, or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test, or approval set forth herein. The DISTRICT will also have authority to require special inspection or testing of the Work as provided herein, whether or not the Work is fabricated, installed, or completed.

Neither the DISTRICT's authority to act under this subsection, nor any decision made by DISTRICT in good faith to exercise such authority, shall give rise to any duty or responsibility of the DISTRICT to the CONTRACTOR, and Subcontractor, any of their agents or employees, or any other person performing any of the Work. Any actions by the DISTRICT, as hereto listed, do not relieve the CONTRACTOR of his obligation to provide a quality product which meets all the required specifications and requirements of the Bid Documents.

3.11 DISTRICT's Interpretations and Decisions

The DISTRICT will issue with reasonable promptness such clarifications or interpretations (in the form of drawings or otherwise) as may be determined necessary for the proper execution of the Work, such clarifications and interpretations to be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the CONTRACTOR believes that a written clarification and interpretation entitles him to an increase in the Contract Price, he may make a claim therefore as provided herein. The DISTRICT will be the interpreter of the terms and conditions of the Contract Documents and the judge of the performance thereunder.

3.12 RESERVED

3.13 Safety and Protection

The CONTRACTOR will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He will take all necessary safety precautions and will provide the necessary protection to prevent damage, injury, or loss to:

- (a) all Employees on the Work and other persons who may be affected thereby,
- (b) all Work and all Materials or Equipment to be incorporated into the Work, whether in storage on or off the site, and
- (c) other property at the site or adjacent thereto, including but not limited to fences, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- (d) DISTRICT personnel, subcontractors, vendors and all other parties who take access to the job site in conjunction with this Project.

The CONTRACTOR will erect and maintain all necessary safeguards as required by the conditions and progress of the Work, including posting danger signs and other warnings against hazards and promulgating safety regulations. He will notify Owners of adjacent utilities, in writing, when prosecution of the Work may affect them. When the use or storage of explosives or other hazardous materials is necessary for the prosecution of the Work, the CONTRACTOR will exercise the utmost care and will carry on such activities under the supervision of properly qualified personnel.

All damage, injury, or loss to any person or property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose

acts any of them may be liable, will be remedied by the CONTRACTOR. The CONTRACTOR shall comply with the requirements of the Occupational Safety Standards and any other applicable standards that may be set forth by federal, state, municipal, or any other governmental or regulatory agency.

The CONTRACTOR will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR's superintendent unless otherwise designated in writing by the CONTRACTOR to the District.

In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the DISTRICT, is obligated to act, at his discretion, to prevent threatened damage, injury, or loss. He will give the DISTRICT prompt written notice of any significant changes in the Work or deviations involved. If the CONTRACTOR believes that additional emergency work by him, which arose from causes beyond his control, entitles him to an increase in the Contract Price or an extension of the Contract Time he may make a claim therefore as provided herein.

3.14 Access to the Work and Uncovering Finished Work

The DISTRICT and its representatives will at all times have access to the Work. The CONTRACTOR will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof by others. If any Work is covered contrary to the request of the DISTRICT, it must be uncovered for observation and replaced at the CONTRACTOR's expense, if requested by the DISTRICT.

Except as set forth in the previous paragraph, if any Work has been covered which the DISTRICT has not specifically requested to observe prior to its being covered, or if the DISTRICT considers it necessary or advisable that covered Work be inspected or tested by others, the CONTRACTOR, at the DISTRICT's request, will uncover, expose, or otherwise make available for observation, inspection or testing that portion of the Work in question. The CONTRACTOR will furnish all necessary labor, material, and equipment.

If it is found that such Work is defective or does not meet the requirements of the Contract Documents, the CONTRACTOR will bear all expenses of such uncovering, exposure, observation, inspection, testing, and professional services. The CONTRACTOR may request a change order to increase the Contract Price or extension of the Contract Time as compensation, but only for the amount or time directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction.

3.15 Changes in the Work

Without invalidating the Agreement, the DISTRICT may at any time order additions, deletions, or revisions in the Work as may be necessary or desirable to complete the work originally intended in an acceptable matter. The alterations that are for work within the general scope of the Contract Documents shall be covered by Change Orders or Field Orders issued by the District. Upon receipt of a Change or Field Order, the CONTRACTOR will proceed with the additional or altered Worked involved. All such Work shall be executed under applicable conditions of the Contract Documents and as directed by the DISTRICT. If a Change Order causes an increase or decrease in the Contract Price, or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided herein.

The DISTRICT may authorize minor changes or alterations in the Work not involving extra cost or time and which are not inconsistent with the overall intent of the Contract Documents. These may be accomplished by issuing a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the DISTRICT entitle him to an increase in the Contract price or time, he may petition the DISTRICT to address such change under a Change Order instead of a Field Order.

Additional work performed by the CONTRACTOR without the prior authorization of a Change Order will not entitle him to an increase in either the Contract Price or Contract Time, except in the case of an emergency as provided herein.

3.16 Changes of Contract Price

The Contract price constitutes the total compensation payable to the CONTRACTOR for performing the work. All duties, responsibilities, and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without a change in the Contract Price.

The Contract Price may only be altered by an authorized Change Order. If the CONTRACTOR is entitled by the Contract Documents to make a claim for an increase in the Contract Price, his claim shall be made in writing and delivered to the DISTRICT within 15 days of the occurrence of the event giving rise to the claim.

The value of any Work covered by a Change order or of any claim for an increase or decrease in the Contract Price shall be determined by the District in one of the following ways:

- (a) Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of items involved.
- (b) By mutual acceptance of a lump sum.
- (c) By cost and a mutually acceptable fixed amount for the overhead and profit, or
- (d) If required by the DISTRICT, the CONTRACTOR shall submit an itemized cost breakdown together with supporting data.

The amount of credit to be allowed by the CONTRACTOR to the DISTRICT for any such change which results in a net decrease in the cost will be the amount of the actual net decrease as determined by the DISTRICT. When both additions and credits are involved in any one change, the approved overhead and profit shall be figures based on the net increase, if any.

3.17 Extra Work

Should acceptable completion of the Work require the CONTRACTOR to perform an item of Work for which no basis of payment has been provided in the original Contract Documents or previously issued Change Orders or supplemental agreements, then same shall be called "Extra Work". Extra Work that is within the general scope of the Contract shall be covered by written Change Order. Change Orders for such Extra Work shall contain agreed unit prices for performing the Change Order work in accordance with the requirements specified in the Change Order and shall contain any adjustment to the Contract Time that, in the DISTRICT's opinion, is necessary for completion of the Extra Work.

Extra Work that is necessary for acceptable completion of the Project, but is not within the general scope of the Work covered by the original Contract Documents shall be covered by a "supplemental Agreement". Any claim for payment of the Extra Work that is not covered by written agreement (Change Order or Supplemental Agreement) shall be rejected by the DISTRICT.

3.18 Unauthorized Work

Work done contrary to the instructions of the DISTRICT, Work done beyond the lines shown or as given in the contract Documents, or any Extra Work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the Agreement. Work so done may be ordered removed or replaced at the CONTRACTOR's expense.

3.19 Neglected Work

If the CONTRACTOR should neglect to prosecute the work in accordance with the Contract Documents and progress schedule, the DISTRICT after there (3) days written notice to the CONTRACTOR, may make good such deficiencies, and the cost thereof including compensation for additional professional services shall be charged against the CONTRACTOR. A Change order shall be issued incorporating the necessary revisions in the contract Documents and including appropriate reduction in the Contract Price. If the payments then or thereafter due the CONTRACTOR are not sufficient to cover such amount, the CONTRACTOR will pay the difference to the DISTRICT.

3.20 Conformity with Contract Documents

All Work, materials, and equipment furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the Contract Documents. If the DISTRICT finds the Materials or Equipment furnished, Work performed, or the finished product not within reasonably close conformity with the Contract Documents but that the portion of the work affected will, in the DISTRICT's opinion, result in a finished product having an acceptable level

of safety, economy, durability, and workmanship, the DISTRICT shall determine, in its sole discretion, whether the affected work will be accepted and remain in place. The DISTRICT will determine the basis of acceptance and will provide for an adjustment in the Contract Price for the affected portion of the Work. The DISTRICT's determination and recommended Contract Price adjustments will be based on good engineering judgment and such tests or retests as are, in the DISTRICT's opinion, needed. Changes in the Contract Price shall be covered by a Change Order or Supplemental Agreement as applicable.

If the DISTRICT finds the materials and equipment furnished, Work performed, or the finished product are not in reasonably close conformity with the Contract Documents and have resulted in an unacceptable finished product, the affected Work, materials or equipment shall be removed and replaced or otherwise corrected by and at the expense of the CONTRACTOR in accordance with the DISTRICT's written orders.

For the purpose of this subsection, the term "reasonably close conformity" shall not be construed as waiving the CONTRACTOR's responsibility to complete the Work in strict compliance with the requirements of the Contract Documents.

3.21 Change of Contract Time

The Contract Time may only be changed by a Change Order. If the CONTRACTOR is entitled by the Contract Documents to make a claim of an extension to the Contract Time, his claim shall be in writing delivered to the DISTRICT within ten (10) days of the occurrence of the event giving rise to the claim. All claims for adjustment in the Contract Time shall be determined by the DISTRICT. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

The Contract Time will be extended in an amount equal to the time lost due to delays beyond the control of the CONTRACTOR. Such delays shall include, but not be restricted to, acts of neglect by any separate CONTRACTOR employed by the DISTRICT, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

Time limits stated in the Contract Documents are the essence of the Agreement. The provisions of this section shall not exclude recovery for damages (including compensation for additional professional services) for delay by either the CONTRACTOR or the DISTRICT.

3.22 Warranty and Guarantee Regarding Defective Work

The CONTRACTOR warrants and guarantees to the DISTRICT that all materials or equipment will be new unless otherwise specified and that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents and of any inspection, test, or approvals referred to herein. All unsatisfactory or faulty Work and all Work not conforming to the requirements of the Contract Documents or of such inspections, tests, or approvals shall be considered defective. Prompt notice of all defects shall be given to the CONTRACTOR. All defective work, whether or not in place, may be rejected.

If required by the DISTRICT prior to approval of final payment, the CONTRACTOR will promptly, without cost to the DISTRICT, either correct any defective Work, whether or not fabricated, installed, or completed, or remove it from the site and replace it with non-defective Work. If the CONTRACTOR does not correct such defective Work or remove and replace such rejected Work within a reasonable time, as required by written notice from the DISTRICT, the DISTRICT may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services shall be paid by the CONTRACTOR, and an appropriate Change Order shall be issued deducting all such costs from the Contract Price. The CONTRACTOR will also bear the expenses of making good all work of others destroyed or damaged by his correction, removal, or replacement of his defective Work.

Prior to the expiration of one (1) year after the date of Substantial Completion (or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract documents, including the Technical Specifications), if any Work is found to be defective, the CONTRACTOR will, promptly without cost to the DISTRICT and in accordance with the DISTRICT's written instruction, either correct such defective Work, or, if it has been rejected by the District, remove it from the site and replace it with non-defective Work. If the CONTRACTOR does not promptly comply with the terms of such instructions, the DISTRICT may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, will be paid by the CONTRACTOR. In such case, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including

appropriate reduction in the Contract Price. If the acceptance occurs after approval of final payment, an appropriate amount shall be paid by the CONTRACTOR.

3.23 Waivers of Claims and Continuing Obligations

The CONTRACTOR's obligation to perform the Work and complete the project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by the DISTRICT, nor the issuance of a certificate of Substantial Completion, nor any payment by the DISTRICT to the CONTRACTOR under the Contract Acceptance by the DISTRICT nor any failure to do so, nor any correction of faulty or defective Work by the DISTRICT shall constitute an acceptance of Work not in accordance with the Contract Documents.

The acceptance of Final Payment by the CONTRACTOR shall constitute a waiver of all claims by the CONTRACTOR against the DISTRICT other than those previously made in writing and still unsettled.

3.24 District's Right to Stop or Suspend Work

The DISTRICT may order the CONTRACTOR to stop the Work, or any portion thereof, if the Work is defective, the CONTRACTOR fails to supply sufficient skilled workmen or suitable Materials or Equipment, or to provide adequate supervision, or if the CONTRACTOR fails to make prompt payment to Subcontractors for Labor, Materials or Equipment or for any other similar cause when necessary to protect the integrity of the Work. The DISTRICT may suspend the Work until the cause for the order has been eliminated. No additional Contract Time and no increase in Contract Price will be awarded in this case.

The DISTRICT may, at any time and without fault of the CONTRACTOR, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to the CONTRACTOR and the DISTRICT shall fix the date on which Work shall be resumed. The CONTRACTOR will resume work on the date so fixed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract time directly attributable to any suspension if he makes a claim therefore as provided herein.

3.25 District's Right to Terminate

The DISTRICT may, by written notice, terminate this Contract in whole or in part at any time, either for the DISTRICT's convenience or because of failure to fulfill the Contract obligations in accordance with Section 2.4 of the General Terms of the Contract Agreement. Upon receipt of such notice, Work shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract shall be delivered to the DISTRICT. The rights and remedies of the DISTRICT provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

3.26 CONTRACTOR's Right to Stop Work or Terminate

If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days, or the DISTRICT fails to act as directed in the Contract Documents or fails to pay the CONTRACTOR any authorized amount, then the CONTRACTOR may, upon seven (7) days written notice to the DISTRICT, terminate the Agreement and recover from the DISTRICT payment for all Work executed, reasonable expenses and profit. In lieu of terminating the Agreement, if the DISTRICT has acted in the previously mentioned manner, the CONTRACTOR may upon seven (7) days' notice to the DISTRICT stop the Work until he has been paid all amounts then due.

3.27 Assignment and Subletting

The CONTRACTOR agrees to retain personal control and will give personal attention to the fulfillment of this Agreement and will not sublet or assign, by power of attorney or otherwise, said Agreement without the written consent of the DISTRICT. No part or feature of the Work will be sublet to any party objectionable to the DISTRICT. The subletting of any portion or feature of the Work, Materials required in the performance of this agreement, shall not relieve the CONTRACTOR from full obligation to the DISTRICT.

3.28 Project Requirements

3.28.01 Line and Grade

Lines and grades for construction are as directed in the Contract Documents. Any questions, alterations, or adjustments must be directed through the DISTRICT.

3.28.02 Working Day

Work on the site shall be done only during the Work Day, except for emergencies or as otherwise approved by the DISTRICT. This Agreement is established with the intent that no Work shall be permitted on weekends or legal holidays except in cases of extreme emergency and then only with the written permission of the DISTRICT.

3.28.03 Character of Employees

The CONTRACTOR agrees to employ only orderly and competent employees, skillful in the performance of the type of Work required under this agreement, to do the Work; and agrees that whenever the DISTRICT shall inform the CONTRACTOR in writing that any employee or employees are, in its opinion, incompetent or disorderly, such employee or employees shall be discharged from the Work and shall not again be employed on the Work without the written consent of the DISTRICT.

3.28.04 Physical and Subsurface Conditions

The CONTRACTOR will promptly notify the DISTRICT in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. The DISTRICT will promptly investigate those conditions and determine if further surveys or subsurface tests are necessary. Promptly thereafter, the DISTRICT will obtain the necessary additional surveys and tests and furnish copies to the CONTRACTOR. If the DISTRICT finds that the results of such surveys or tests indicate subsurface or latent physical conditions differing significantly from those indicated in the Contract Documents, a Change Order shall be issued incorporating the necessary revisions.

3.28.05 Reference Points

The DISTRICT will establish such general reference points as will enable the CONTRACTOR to proceed with the Work. The CONTRACTOR will be responsible for the layout of the Work and will protect and preserve the established reference points and will make no changes or relocations without prior written approval of the DISTRICT. He will report to the DISTRICT whenever any reference point is lost or destroyed or requires relocation because of points lost, destroyed, or moved. All utilities shown on drawings are schematic only. The CONTRACTOR is solely responsible for verification of existence and location of all utilities within the Project site prior to construction.

3.29 Materials and Equipment

3.29.01 CONTRACTOR's Requirements

The CONTRACTOR shall furnish and pay for all labor, Materials, Equipment, tools, transportation, construction equipment, fuel, power, light, heat, telephone, water, sanitary facilities, and all other incidentals required to complete the Work in accordance with the Contract Documents and be approved by the DISTRICT. Any Materials or Equipment placed before approval of the DISTRICT shall be removed, if directed by the DISTRICT, and replaced with approved Materials or Equipment, at the expense of the CONTRACTOR.

3.29.02 Quality of Materials and Equipment

If required the CONTRACTOR will furnish satisfactory evidence as to the kind and quality of Materials and Equipment to be used. If authorized by the District, the CONTRACTOR may use a substitute that is equal to any Material or Equipment specified. No substitute shall be ordered or installed without the written approval of the DISTRICT.

3.29.03 Installation

All Materials and Equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except as otherwise specifically provided in the Contract Documents. The CONTRACTOR shall provide start-up services for all major equipment.

3.29.04 Right of the DISTRICT to Modify Equipment and/or Methods

If at any time the methods or Equipment used by the CONTRACTOR are found to be inadequate to secure the quality of work or the rate of progress herein specified, the DISTRICT may order the CONTRACTOR in writing to improve their character and efficiency, or to increase force or Equipment or both, and the CONTRACTOR shall comply with such order. Such authority of the DISTRICT however, is for the sole

benefit of the DISTRICT in order to secure completion in conformity with this Agreement. It shall remain the sole duty and responsibility of the CONTRACTOR to take adequate precautions in his operation for the safety of persons and property. No failure of the DISTRICT to notify the CONTRACTOR of deficient or negligent methods or Equipment shall excuse or relieve the CONTRACTOR of sole liability for damage to the property or improvements of the DISTRICT by reason of its neglect or omission.

3.29.05 DISTRICT Furnished Materials

The CONTRACTOR shall furnish all Materials required to complete the Work, except those specified herein (if any) to be furnished by the DISTRICT. DISTRICT-furnished Materials shall be made available to the CONTRACTOR at the location specified in the Contract Documents. All costs of handling, transportation from the specified location to the site of Work, storage, and installing DISTRICT-furnished Materials shall be included in the unit price bid for the contract item in which such DISTRICT-furnished material is used.

After any DISTRICT-furnished Material has been delivered to the location specified, the CONTRACTOR shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the CONTRACTOR's handling, storage, or use of such DISTRICT-furnished Material. The DISTRICT will deduct from any monies due or to become due the CONTRACTOR any cost incurred by the DISTRICT in making good such loss due to the CONTRACTOR's handling storage, or use of DISTRICT-furnished Materials.

3.290.6 Material Storage

Materials shall be so stored as to assure the preservation of their quality and fitness for the Work. When considered necessary by the DISTRICT, Materials shall be placed on wooden platforms or other hard, clean, and dry surfaces and not in contact with the ground, and shall be placed under cover. Stored Materials, even though approved before storage, may again be inspected prior to their use in the Work. Stored materials shall be located so as to facilitate their prompt inspection. The CONTRACTOR shall coordinate the storage of all Materials with the DISTRICT or its Project Representative. Materials to be stored on the site of the Work shall not create an obstruction to the public, nor shall they interfere with the free and unobstructed movement of vehicular traffic associated with the site. The storage of the Materials and the location of the CONTRACTOR's plant and parked equipment or vehicles shall be as directed by the DISTRICT or its representative. Private property shall not be used for storage purposes without written permission of the DISTRICT. The CONTRACTOR shall make all arrangements and bear all expenses for the storage of Materials on private property.

All storage sites shall be restored to their original condition by the CONTRACTOR at his/her entire expense, except as otherwise agreed to by the DISTRICT.

3.29.07 Sources of Supply and Quality of Materials

The source of supply of each of the Materials shall be approved by the DISTRICT before delivery is started and may be sampled and tested to determine compliance with the specifications before delivery is started. If it is found that sources of supply previously approved do not produce uniform and satisfactory products, or if the product from any source proves unacceptable at any time, the CONTRACTOR shall furnish Materials from other approved sources. Only Materials conforming to the requirements of the Contract Documents and approved by the DISTRICT shall be used in the Work. No Material which after approval has in any way become unfit for use shall be incorporated in the Work.

3.29.08 Defective Materials

All Materials not conforming to the requirements of the Contract Documents will be rejected and shall be removed immediately from the site if the Work. Rejected Materials in which the defects have been subsequently corrected, shall have the status of new Material. Upon failure on the part of the CONTRACTOR to comply with the provisions of this item, the DISTRICT will have authority to remove and replace defective Material and to deduct the cost of removal and replacement from any payment due or to become due to the CONTRACTOR.

3.30 RESERVED

3.31 Project Operations

3.31.01 Notices to Owners and Authorities

The CONTRACTOR shall notify Owners of adjacent property and utilities in writing and sufficiently in advance when prosecution of the Work may affect them.

3.31.02 Project Neatness

CONTRACTOR shall maintain the Job Site in a neat and orderly manner at all times. Spoil piles, debris, equipment, and material stores shall be orderly and kept in a manner that promotes job safety and minimizes theft or loss. DISTRICT may suspend the CONTRACTOR's Work in the event the Job Site is not maintained in an orderly manner until such time as the CONTRACTOR has remedied the issue.

3.31.03 Excavation

CONTRACTOR shall be responsible for the notification of Texas One-Call and the accurate locating of any existing buried utility lines in and around an excavation site prior to commencing any excavation.

3.31.04 Unfavorable Construction Conditions

During unfavorable weather, wet ground, or other unsuitable construction conditions, the CONTRACTOR shall confine his operations to Work which will not be affected adversely by such conditions. No portion of the Work shall be constructed under conditions which would affect adversely the quality or efficiency thereof unless special means or precautions are taken by the CONTRACTOR to perform the work in a proper and satisfactory manner.

3.31.05 Cleaning Up

The CONTRACTOR shall keep the premises free at all times from accumulations of waste materials, rubbish, and other debris resulting from the Work. The CONTRACTOR will restore to their original or better condition those portions of the site not designated for alteration by the Contract Documents.

The CONTRACTOR shall provide adequate trash receptacles about the work site, and shall promptly empty the containers when filled. Construction materials, such as concrete forms and scaffolding shall be neatly stacked by the CONTRACTOR when not in use. The CONTRACTOR shall promptly remove splattered concrete, asphalt, oil, paint, corrosive liquids, and cleaning solutions from the surfaces to prevent marring or other damage.

Volatile wastes shall be properly stored in approved containers and removed daily. Wastes shall not be buried or burned on the site or disposed of into storm drains, sanitary sewers, streams, or waterways. All wastes shall be removed from the site and disposed of in a manner complying with local, state, and federal laws. Adequate cleanup will be condition for recommendation of progress payment applications.

Upon completion of the Work and before acceptance and final payment will be made, the CONTRACTOR shall remove from and about the site all machinery, equipment, tools, surplus and discarded and waste materials, debris, rubbish, temporary structures, and shall leave the site in a neat and presentable condition, ready for occupancy by the DISTRICT.

3.31.06 Site Administration

The CONTRACTOR shall be responsible for all areas of the Work site and all Subcontractors in the performance of the Work. The CONTRACTOR will exert full control over the actions of all employees and other persons with the respect to the use and reservation of property and existing facilities, except such controls as may be specifically reserved to the DISTRICT or others. The CONTRACTOR has the right to exclude from the Site all persons who have no purpose related to the Work or its inspection, and may require all persons on the Site (except the DISTRICT's employees) to observe the same regulations as he requires of his employees.

3.31.07 Load Restrictions

The CONTRACTOR shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the Work. A special permit will not relieve the CONTRACTOR of liability for damage that may result from the moving of material or equipment. The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. The CONTRACTOR shall be responsible for all damage done by his/her hauling equipment and shall correct such damage at his/her own expense.

3.31.08 Sanitation and Utilities

The CONTRACTOR shall provide portable toilets or other DISTRICT approved sanitary facilities on the site for the duration of the project. Potable water is not available at the site.

SECTION 4
Certifications, Forms
and Notices

HCR Dam Roadway Improvements
WCTMWD Project 2023-08

CERTIFICATE OF ASSOCIATION'S ATTORNEY

I, the undersigned _____,

the duly authorized and active legal representative of _____,

do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

Where applicable, the original payment bond and a true copy of the contract have been duly filed for record and indexed pursuant to Section 53.203 of the Texas Property Code.

Attorney _____ Date _____

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 governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted rules (Chapter 46) to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

The commission has available on its website a filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the governing body or state agency receives the Form 1295. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Additional Information:

HB 1295 Certificate of Interested Parties Attached (Form 1295)**

**This is a sample form for illustration purposes only. DO NOT FILL OUT THIS SAMPLE FORM. Form 1295 MUST BE FILED ELECTRONICALLY! Paper copies and PDF copies of this sample form are not accepted! Chapter 46, Ethics Commission Rules (new rule 46.4, regarding changes to contracts, is in effect as of January 1, 2017).

Go to: <https://www.ethics.state.tx.us/File/>

A COPY OF THE ELECTRONIC SUBMITTAL SHOWING THE COMPLETED FORM 1295 MUST BE PROVIDED WITH THE BID.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

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

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

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

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

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

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

CONTRACTOR REFERENCE LIST

Date _____

Contractor _____

Project No. _____

Job Description _____

Client	Project	Date	POC	Phone
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____

CONTRACTOR'S RESOLUTION ON AUTHORIZED REPRESENTATIVE

(name or names)

I hereby certify that it was RESOLVED by a quorum of the directors of the

_____ meeting
(name of corporation)

on the _____ day of _____, 20_____ that

_____, _____,
_____, and _____,

be, and hereby is, authorized to act on behalf of:

(name of corporation)

as its representative, in all business transactions conducted in the State of Texas, and;

That all above resolution was unanimously ratified by the Board of Directors at said meeting and that the resolution has not been rescinded or amended and is now in full force and effect; and;

In authentication of the adoption of this resolution, I subscribe my name and affix the seal of the corporation this the _____ day of _____, 20_____.

Secretary

SEAL

DEBARMENT AND SUSPENSION CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause or default.

- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business
Name _____

By: _____
Name and Title of Authorized Representative

Signature of Authorized Representative

Date: _____

THIS FORM MUST BE RETURNED WITH YOUR BID

DISCLOSURE OF CERTAIN RELATIONSHIPS (CIQ)

NOTICE TO VENDORS

Effective January 1, 2006, Chapter 176, Section 176.006 of Texas Local Government Code requires that any vendor or person considering doing business with a local governmental entity make certain disclosures concerning any affiliation or business relationship that might cause a conflict of interest with the local governmental entity. A copy of the Chapter 176 Form CIQ questionnaire that you must complete to comply with this law is available at the Texas Ethics Commission website at http://webdev.ethics.state.tx.us/whatsnew/conflict_forms.htm. The statute is available at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>

A current list of DISTRICT officers is available in the office of the DISTRICT office located at 410 Hickory Street, Abilene Texas, or on the DISTRICT's website at www.wctmwd.org. If you are considering doing business with the DISTRICT and have an affiliation or business relationship that requires you to submit a completed Form CIQ, it must be filed with the records administrator not later than the seventh (7th) business day after the date you become aware of facts that require the form to be filed. See Section 176.006, Texas Local Government Code. It is a Class C misdemeanor to violate this provision.

By submitting a response to a DISTRICT Request for proposals, Request for Bids, or Request for Qualifications or by conducting business with either of those entities, you are representing that you are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The following Conflict of Interest Questionnaire (CIQ) Form must be completed and submitted with the Bid Proposal.

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

FELONY CONVICTION DISCLOSURE STATEMENT

(this notice is not required of a publicly held corporation)

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name _____

Authorized Company Official's Name _____

A. My firm is a publicly held corporation; therefore this reporting requirement is not applicable.

Signature of Company Official _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official _____

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of felon _____
(attach additional sheets if necessary)

Details of conviction _____
(attach additional sheets if necessary)

Signature of Company Official _____

Name of felon _____
(attach additional sheets if necessary)

Details of conviction _____
(attach additional sheets if necessary)

Signature of Company Official _____

Name of felon _____
(attach additional sheets if necessary)

Details of conviction _____
(attach additional sheets if necessary)

Signature of Company Official _____

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE _____

COUNTY _____

_____, being first duly sworn and deposes and says that:

1. He is (title) _____ of (contractor) _____
the Bidder that has submitted the attached Bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any advantage against the

_____ (Local Public Agency) or any person
interested in the proposed contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed _____

Title _____

Subscribed and sworn to before me

This _____ day of _____, 20 _____

Signed _____

My commission expires _____, 20 _____

STATEMENT OF BIDDER'S QUALIFICATIONS

All statements 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 deemed necessary.

Name of Bidder _____ Date Organized _____

Address _____ Date Incorporated _____

Number of years in contracting business under present name _____

CONTRACTS ON HAND

Contract	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 projects most recently completed by your firm (include similar projects):

Project	Amount	MO/YR Completed
_____	_____	_____
_____	_____	_____
_____	_____	_____

Major equipment available for THIS contract _____

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for THIS project.

Credit available _____ Bank reference _____

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the West Central Texas Municipal Water District in verification of the information comprising this Statement of Bidder's Qualifications.

Executed this _____ day of _____, 20 _____

By (signature) _____ Title _____

Print name _____

Notary

CONTRACTOR COMPLIANCE TO STATE LAW

Chapter 2252 of the Texas Government Code applies to the award of a government contract to nonresident bidders. This law provides that:

“A government entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.”

“Nonresident bidder” refers to a person who is not a resident of Texas.

“Resident bidder” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Check the statement that is correct for Bidder.

_____ Nonresident bidders in _____ (give state), our principal place of business, are required to be _____ percent lower than resident bidders by State law. A copy of the statute is attached.

_____ Nonresident bidders in _____ (give state), our principal place of, are not required to underbid resident bidders.

_____ Our principal place of business or corporate offices are in the State of Texas.

Contractor Name: _____
(typed or printed)

By: _____
(signature – attached evidence of authority to sign)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Business address: _____

Phone: _____ Email: _____

CONTRACTOR COMPLIANCE TO TEXAS SALES TAX CODE

Comply with all requirements of the Texas Sales Tax Code. The Contractor hereby certifies that the Contract Amount is divided as follows:

Material permanently incorporated into the Project and resold to the Owner as defined in Tax Code \$ _____

All other charges and costs \$ _____

Total (Total must equal the Contract Price) \$ _____

Contractor Name: _____
(typed or printed)

By: _____
(signature – attach evidence of authority to sign)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Business address: _____

Phone: _____ Email: _____

Execute this form at time of execution of Contract and make a part of the Contract

Notes:

1. The Total Amount of Bid for Materials and Services must equal the sum of the Total Amount Bid for Materials and the Total Amount Bid for Services as well as the sum of all individual bid items.
2. Materials are those items which are tax exempt and are physically incorporated in the facilities constructed for the Owner. Materials include, but are not limited to, purchased items such as pipe, embedment, concrete, manholes, asphalt, road base, machinery, and equipment, etc.
3. Services are those items which are not tax exempt and are used by the Contractor but are not physically incorporated into the Owner's facilities and/or items that are consumed by construction. Services include, but are not limited to, supplies, tools, concrete forms, scaffolding, temporary buildings, the rental of equipment, skill, and labor, etc.

AFFIDAVIT FOR INDIVIDUAL

The individual signing this affidavit shall attach evidence of their authority to bind the organization to an agreement.

State _____ §

County of _____ §

_____ being duly sworn deposes and says
(name)

that they are _____ of the

_____ company submitting the foregoing qualification form and related information; have read such documents; and that such documents are true and correct and contain no material misrepresentations.

(Signature)

Signed and sworn to me before this _____ day of _____, 20_____.

(Notary Public)

My commission expires: _____

AFFIDAVIT FOR PARTNERSHIP

The individual signing this affidavit shall attach evidence of their authority to bind the organization to an agreement.

State _____ §

County of _____ §

_____ being duly sworn deposes and says
(name)

that they are _____ of the

_____ company submitting the foregoing qualification form and related information; have read such documents; and that such documents are true and correct and contain no material misrepresentations; and that they are authorized to make this affidavit on behalf of the Partnership.

(Signature)

Signed and sworn to me before this _____ day of _____, 20_____.

(Notary Public)

My commission expires: _____

JOINT VENTURE STATEMENT

The individuals signing this affidavit shall attach evidence of their authority to bind the organization to an agreement.

We the undersigned do hereby give notice to our agreement to Bid as a joint venture on the Project.

(Name of Joint Venture)

(Name of Firm)

(Signature)

Signed and sworn to me before this _____ day of _____, 20_____.

(Notary Public)

My commission expires: _____

(Name of Firm)

(Signature)

Signed and sworn to me before this _____ day of _____, 20_____.

(Notary Public)

My commission expires: _____

GOVERNMENT CODE
TITLE 10. GENERAL GOVERNMENT
SUBTITLE F. STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT
CHAPTER 2252. CONTRACTS WITH GOVERNMENTAL ENTITY
SUBCHAPTER A. NONRESIDENT BIDDERS

Sec. 2252.001. DEFINITIONS. In this subchapter:

- (1) "Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.
- (2) "Governmental entity" means:
 - (A) the state;
 - (B) a municipality, county, public school district, or special-purpose district or authority;
 - (C) a district, county, or justice of the peace court;
 - (D) a board, commission, department, office, or other agency in the executive branch of state government, including an institution of higher education as defined by Section 61.003, Education Code;
 - (E) the legislature or a legislative agency; or
 - (F) the Supreme Court of Texas, the Texas Court of Criminal Appeals, a court of appeals, or the State Bar of Texas or another judicial agency having statewide jurisdiction.
- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Text of section as amended by Acts 2013, 83rd Leg., R.S., Ch. 1404 (H.B. 3648), Sec. 2

For text of section as amended by Acts 2013, 83rd Leg., R.S., Ch. 1127 (H.B. 1050), Sec. 2, see other Sec. 2252.002.

Sec. 2252.002. AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

- (1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or
- (2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 1404 (H.B. 3648), Sec. 2, eff. June 14, 2013.

Text of section as amended by Acts 2013, 83rd Leg., R.S., Ch. 1127 (H.B. 1050), Sec. 2

For text of section as amended by Acts 2013, 83rd Leg., R.S., Ch. 1404 (H.B. 3648), Sec. 2, see other Sec. 2252.002.

Sec. 2252.002. AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

- (1) the state in which the nonresident's principal place of business is located; or
- (2) a state in which the nonresident is a resident manufacturer.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 1127 (H.B. 1050), Sec. 2, eff. September 1, 2013.

Sec. 2252.003. PUBLICATION OF OTHER STATES' LAWS ON CONTRACTS. (a)
The comptroller annually shall publish in the Texas Register:

(1) a list showing each state that regulates the award of a governmental contract to a bidder whose principal place of business is not located in that state; and

(2) the citation to and a summary of each state's most recent law or regulation relating to the evaluation of a bid from and award of a contract to a bidder whose principal place of business is not located in that state.

(b) A governmental entity shall use the information published under this section to evaluate the bid of a nonresident bidder. A governmental entity may rely on information published under this section to meet the requirements of Section 2252.002.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 937 (H.B. 3560), Sec. 1.74, eff. September 1, 2007.

Sec. 2252.004. CONTRACT INVOLVING FEDERAL FUNDS. This subchapter does not apply to a contract involving federal funds.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 2001, 77th Leg., ch. 1420, Sec. 9.011, eff. Sept. 1, 2001.

SECTION 5
Technical Specifications

HCR Dam Roadway Improvements
WCTMWD Project 2023-08

GENERAL CONSTRUCTION REQUIREMENTS

5.0.0 SCOPE OF WORK

The work under this contract consists of the furnishing of all materials, tools, equipment, transportation, services, and all labor and superintendence necessary for the construction and completion of the roadway improvements across Hubbard Creek Dam in Stephens County, Texas.

At a minimum the Contractor shall:

- 1) Provide the required Submittals prior to construction.
- 2) Secure an adequate quantity of base material needed to complete the project and of the quality and character specified.
- 3) Transport and place the material as shown on the attached drawing.
- 4) Compact the material in place as specified using appropriate water application as needed.
- 5) Clean and dress the area.

All work required under Section 5 shall be subsidiary to the primary bid item.

5.0.1 MATERIALS FURNISHED BY OWNER

All materials for this contract shall be provided by the Contractor, in accordance with the applicable specifications. No items will be furnished by the District.

5.0.2 FIELD ENGINEERING AND PLANNING

The volume of material needed for this project is estimated as follows:

Primary Volume:	$8,720 \text{ LF long} \times 16 \text{ Ft. wide} \times 0.5 \text{ Ft. deep} / 27 = 2,584 \text{ CY.}$
Tapered Volume:	$8,720 \text{ LF long} \times 1 \text{ Ft. wide} \times 0.5 \text{ Ft. deep} / 27 = 161 \text{ CY.}$
Total Compacted Vol.:	$2,584 \text{ CY} + 161 \text{ CY} = 2,745 \text{ CY.}$

Estimated Shrinkage Factor: 20%.
Total Loose Volume: $2,745 \text{ CY} \times 1.20 = 3,294 \text{ CY} \sim 3,300 \text{ CY.}$

The Contractor shall be responsible tracking the amount of loose material he uses on the job. Tracking may be done by truckload count, by weight, or by other acceptable means.

The Contractor shall provide the District with adequate evidence of the material's unit weight, such as the results of a Standard Proctor Test, prior to the start of construction activities if he intends to track the material used by weight.

The Contractor shall be responsible for designing, constructing and installing any safety measures he deems necessary and prudent, particularly with regard to the downstream and upstream slopes. Contractor shall remove these temporary measures when no longer necessary.

Contractor shall be responsible for any Federal, State, or Locally mandated requirements to promote the safety of the contractor personnel, District employees, and others who may be in the vicinity of the work.

5.0.3 SANITATION FACILITIES

The Contractor shall provide portable toilet facilities in sufficient number for the Contractor's use throughout the course of the project and in accordance with OSHA requirements. Contractor shall be responsible for preventing the pollution of the soil and/or runoff waters.

5.0.4 POWER AND WATER FOR CONSTRUCTION

The Contractor will have access to reservoir water at Prater Landing. Contractor may set up and use his own loading rack at a location within that park area that is mutually agreeable to the District.

Contractor shall monitor the quantity of water used on the job, either by metering or by tanker load count, and shall provide the District with the total amount he used at the conclusion of the project.

The Contractor shall provide at his own expense electrical power for project construction. Potable water is not available at the site.

5.0.5 REFERENCE STANDARDS

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

5.0.6 SECURITY OF PROJECT SITE

Security of the entire work area shall be the responsibility of the Contractor. Contractor shall be responsible for protecting his personnel, equipment and the job site from accidental or malicious damage throughout the job site.

This project will be done entirely on District owned lands. Access to the northern and/or southern end of the site will be from County Road No. 278, which is located at the northern end of F.M. 3099, approximately 5.0 miles northwest of Breckenridge, Texas.

The Contractor will be responsible for preventing public access to the Construction Zone at all times. He shall close and lock any gate being used when his workmen are not present.

The Contractor may provide and use a Loading Rack at Prater Landing.

5.0.7 QUALITY CONTROL

All tests which require the services of a laboratory to determine compliance with the Contract Documents shall be performed by an independent commercial testing laboratory acceptable to the District. The laboratory shall be staffed with experienced technicians, properly equipped, and fully qualified to perform the test in accordance with the specified methods.

5.0.8 FIREARMS

Neither contractor nor any of his employees shall be allowed to carry firearms on the job site, either on their person or within their vehicles.

5.1 PROJECT DETAILS

5.1.1 WORK SITE

The work site the crest of the Hubbard Creek Reservoir Dam. The work site is restricted from public access and shall remain that way throughout the construction process. 3:1 slopes exist on the upstream and downstream sides immediately beyond the Construction Zone.

5.1.2 SUBMITTALS

The Contractor shall provide the District with the following submittals no later than fifteen (15) days prior to the start of construction. The District shall have the right to revise and comment on any item contained within the submittals.

- List of major equipment to be used on the job.
- Location and operator of the barrow pit the Contractor intends to use.
- Schedule of Construction for the job.
- One lock and key for each access gate used by the Contractor.
- Initial reading of the Loading Rack water meter (if used).
- Proctor Test results (if Nuclear Density Gauge is to be used).
- Gradation results for a representative sample of the material.
- Proposed method for measuring and accounting for the quantity of material to be placed on the project.

5.1.2 ACCESS

The Contractor may take access through either or both locked gates located at the northern and southern ends of the Construction Zone. Contractor shall provide the District with one lock and key per gate prior to the start of construction.

5.1.3 CLEARING & GRUBBING

A light cover of grass and weeds may be present within the Construction Zone. Contractor will be required to remove this material using a Maintainer blade or other means prior to placing the new material. Care should be taken not to move or damage the existing rip-rap on the upstream slope during this process.

Contractor shall dress the existing dirt surface so it is free of holes, divots or significant swales prior to placing the new base material.

5.1.4 MATERIAL, PLACEMENT & COMPACTION

Contractor shall secure and use an adequate quantity of approved material to complete the project. Material shall meet the specifications for Texas Department of Transportation "Flexible Base" (TxDOT 2014 Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, or current version), either Class B or Class C. Should Class B material be used, the Contractor shall use a "grid roller" or other approved means to mechanically compact the material in place. The use vibratory equipment will not be allowed.

Should Class C material be used, the Contractor shall use a "sheep's foot" or other approved means to mechanically compact the material in place.

All fill material shall be free of rocks greater than one and one-half inch (1 ½ ") in diameter. Uniform gradation of material will not be allowed. Adequate binder or fines must be present within either Class of material provided so that proper compaction may occur.

No tree roots or other organic material will be allowed within the fill material.

Material must have adequate moisture during the compaction process to achieve proper density. Compaction shall be deemed adequate in this case when the sheep's foot "walks out" of the material in place, or when determined through other acceptable means.

Care must be taken during the placement and compaction process to prevent damage to the existing spillway concrete bridge, fencing, and/or the adjacent Generator House.

5.1.41 Nuclear Density Gauge

Contractor may, but is not required to, determine adequate compaction through use of a Nuclear Density Gauge. If used, the Contractor shall perform a Proctor Test on the material to determine Standard Density. The results of this test shall be submitted to the District prior to the start of construction. If used, the Contractor shall perform an adequate number of tests using the Nuclear Gauge on uniform sections of his work to assure the material is being placed at a minimum 92% of Standard Density. The results of these tests shall be provided to the District.

5.1.42 Finished Product

Contractor shall fill and compact the base material to a final depth of six (6) inches above the current material. The edges shall be sloped uniformly over a horizontal distance of one (1) foot from the edge of the full depth material.

The final compacted full-depth surface shall be uniformly level along the axis of the dam, and shall slope slightly toward the reservoir side.

5.1.5 PROJECT SANITATION AND CLEAN-UP

Contractor shall maintain a clean job-site at all times during construction. This shall be free of trash, construction debris, and vegetation refuse.

Contractor shall remove and dispose of all brush and vegetation which was removed from the construction area. Vegetation may be burned if 1) no current "Burn Ban" is in effect for Stephens County and 2) if Contractor has secured permission to do so from the landowner.

5.2 MEASUREMENT AND PAYMENT

The Contractor's payment shall be based on his lump sum estimate contained in Table A. The payment is based upon a total of 3,300 cubic yards of base material installed, as described herein.

No additional payment shall be made for jobsite security, jobsite safety, material acquisition, material transportation, water acquisition and transportation, clearing & grubbing, installation, shaping and compaction, testing or project clean-up. The cost of these activities shall be included in the overall Base Bid price and the per-cubic yard adjustment of the Base Bid Price, if applicable.

The Contractor shall make an accurate measurement of the material that is hauled and placed at the job site. Measurement may be done by the truckload, by the ton, or by any other acceptable manner that has been proposed under the Submittal process and is mutually agreeable.

The final price for the project shall be established by including the difference between this measured volume versus the estimated 3,300 cubic yards. The per loose cubic yard charges listed in the Bid shall be multiplied by the differential volume (rounded to the nearest whole cubic yard), and the product either subtracted or added to the Lump Sum Bid as appropriate.

Appendix A – Project Drawings

HCR Dam Roadway Improvements
WCTMWD Project 2023-08

LOCATION MAP

