

*Live Oak County, Texas  
Invitation for Bid*

*County Transportation Infrastructure Fund Grant – 2022 Seal Coating  
CTIF\_02\_149*

**SUBMIT BIDS TO:**

Live Oak County  
Sophia Bridge, County Auditor  
301 Houston Street, Room 301  
George West, TX 78022

**SUBMIT NO LATER THAN:**

Friday, July 8, 2022  
4:00 p.m. Central

**MARK ENVELOPE:**

**2022 CTIF SEAL COATING BID**

**Note:** All correspondence must include the term  
“County Auditor” in address to assist in  
proper delivery.

***ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE RECEIVING OFFICER  
OF LIVE OAK COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.***

***BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND PUBLICLY READ.***

***BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED UNOPENED.***

Results will not be given by phone.  
Results will be provided to bidder in writing  
after Commissioners Court award.

Requests for information must be in  
writing and directed to:  
COUNTY AUDITOR, SOPHIA BRIDGE  
SophiaB@co.live-oak.tx.us

**Vendor Responsibilities:**

- Download and complete any addendums. (Addendums will be posted on the Live Oak County website no later than 48 hours prior to bid opening.
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.

Prepared:

June 14, 2022

**COUNTY PURCHASING AGENT**  
**Live Oak County, Texas**

**Vendor Information**

SOPHIA BRIDGE, COUNTY AUDITOR

Office: 361-449-8007

Legal Company Name (top line of W9)			
Business Name (if different from legal name)			
Federal ID # or S.S. #			DUNS #
Type of Business	<input type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization	Age in Business?
Publicly Traded Business	<input type="checkbox"/> No <input type="checkbox"/> Yes    Ticker Symbol _____		
Remittance Address			
City/State/Zip			
Physical Address			
City/State/Zip			
Phone/Fax Number	Phone: _____		Fax: _____
Contact Person			
E-mail			
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/>	Certification # _____	
	SBE-Small Business Enterprise <input type="checkbox"/>	Certification # _____	
	HUB - Texas Historically Underutilized Business <input type="checkbox"/>	Certification # _____	
	WBE-Women's Business Enterprise <input type="checkbox"/>	Certification # _____	
Company's gross annual receipts	<\$500,000 <input type="checkbox"/>	\$500,000-\$4,999,999 <input type="checkbox"/>	
	\$5,000,000-\$16,999,999 <input type="checkbox"/>	\$17,000,000-\$22,399,999 <input type="checkbox"/>	
	>\$22,400,000 <input type="checkbox"/>		
NAICs codes (Please enter all that apply)			
Signature of Authorized Representative			
Printed Name			
Title			
Date			

**THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE**

**1.0 GENERAL REQUIREMENTS:**

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Live Oak County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Form Completion: Fill out, sign, and return to the Live Oak County Auditor one (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The Contract will be binding only when signed by the County Judge, Live Oak County, and a purchase order authorizing the item(s) desired has been issued. The use of corrective fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change.
- 1.5 Bid Returns: Bidders must return all completed bids to the Live Oak Receiving Officer, Sophia Bridge, County Auditor, at 301 Houston Street, Room 301, George West, TX 78022, no later than 4:00 p.m. (central) on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Sophia Bridge, Live Oak County Auditor, 301 Houston Street, Room 301, George West, TX 78022.
- 1.6 Addenda: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to County Auditor at SophiaB@co.live-oak.tx.us. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Live Oak County's website. Addenda will **ONLY** be issued by the Live Oak County Auditor. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include it in the returned bid package. Deadline for submission of questions and/or clarification is no later than July 8, 2022 at 4:00 p.m. (central). Requests received after the deadline will not be responded to due to the time constraints of this bid process.
- 1.7 References: All bidders must submit, **WITH BID**, at least three (3) references from clients for whom a project similar to that specified herein has been successfully accomplished. References must include client's name, contact person, and telephone number.

- 1.8** Bid Bond: All bidders must submit, **WITH BID**, a cashier's check or certified check for at least five percent (5%) of the total bid price, payable to the order of Live Oak County, or a Bid Bond in the same amount issued by a surety, acceptable to Live Oak County, authorized to do business in the State of Texas, as a guarantee that the Bidder will do the work described herein at the rates stated herein. Unsuccessful bidder's Cashier's Check or Certified Check will be returned only after a written request to do so have been received in the Office of the Live Oak County Purchasing Agent.
- 1.9** Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", a bidder must provide to Live Oak County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the office of the Live Oak County Auditor. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.10** Pricing: Prices for all goods and/or services shall be firm for the duration of this Contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the Contract. All prices must be written in ink or typewritten. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.11** Term Contracts: If the Contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.12** Recycled Materials: Live Oak County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Live Oak County will be the sole judge in determining product preference application.
- 1.13** Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for Live Oak County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Live Oak County Auditor and recommendation to Live Oak County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is **NOT** the only criteria for making a recommendation. The Live Oak County Auditor reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.14** Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Live Oak County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of

business. Any or all bids may be rejected if Live Oak County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

**1.15 Awards:** Live Oak County reserves the right to award this Contract on the basis of lowest responsible bidder in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning its responsibility.

**1.16 Contract Obligation:** Live Oak County Commissioners Court must award the Contract and the County Judge or other person authorized by the Live Oak County Commissioners Court must sign the Contract before it becomes binding on Live Oak County or the bidders. Department heads are not authorized to sign agreements for Live Oak County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

## **2.0 SCOPE:**

It is the intent of Live Oak County to contract with one or more vendors for materials, supplies, equipment, tools, services, labor and supervision necessary for completion of projects described in the bid sheet, hereinafter referred to as the "Project," as specified herein.

## **3.0 PRE-BID CONFERENCE:**

There will be no pre-bid conference. Requests for information should be addressed to Sophia Bridge at [SophiaB@co.live-oak.tx.us](mailto:SophiaB@co.live-oak.tx.us).

## **4.0 LIQUIDATED DAMAGES:**

The County and the Contractor recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the County if the work is not complete on time. Accordingly, instead of requiring any such proof, the County and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the County \$1,500.00 for each day that expires after the time specified herein for completion until the Work is complete, unless contract time has been adjusted by extension of time approved by Commissioners' Court.

The Contractor will be placed on one (1) year probation if liquidated damages are accrued. During the probation period, if the Contractor accrues liquidated damages on another project, they will be disqualified from being awarded any County work for two (2) years.

**5.0 COMPLETION TIME AND PAYMENT:**

- 5.1** Live Oak County shall pay the Contractor in current funds for the Contractor's performance of the Contract the contract sum, as stated herein, after receipt of notice to proceed and a purchase order issued by the Live Oak County Purchasing Agent.
- 5.2** Based upon Applications for payment submitted to the County Auditor, Live Oak County shall make progress payments on account of the contract sum to the Contractor as provided below and elsewhere in the contract documents.
  - 5.2.1** The period covered by each application for payment shall be one calendar month ending on the last day of the month.
  - 5.2.2** Provided an application for payment is received by the County Auditor not later than the 5th day of a month, Live Oak County shall make payment to the Contractor not later than the 30th day of the next month. If an application for payment is received by the County Auditor after the application deadline fixed above, payment shall be made by Live Oak County not later than 30 days after the County Auditor receives the application for payment.
  - 5.2.3** Application for payment shall indicate the percentage of completion of each portion of the Project as of the end of the period covered by the application for payment.
  - 5.2.4** Subject to the provisions of the contract documents, the amount of each progress payment shall be computed as follows:
    - 5.2.4.1** Take that portion of the contract sum properly allocable to completed Project less retainage of ten percent (10%).
    - 5.2.4.2** Add that portion of the contract sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved by Live Oak County, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%).
    - 5.2.4.3** Subtract the aggregate of previous payments made by Live Oak County.
    - 5.2.4.4** The progress payment amount as determined in above shall be further modified under the following circumstances:

Add, upon substantial completion of the Project, a sum sufficient to increase the total payments to one hundred percent (100%) of the contract sum, less such amounts as Live Oak County shall determine for incomplete work and unsettled claims.

- 5.2.4.5 Final payment, constituting the entire unpaid balance of the contract sum, shall be made by Live Oak County to the Contractor when the Contract has been fully performed by the Contractor.
- 5.3 Before the first application for payment, the Contractor shall submit to the County Auditor a schedule of values allocated to various portions of the work, prepared in such form and supported by such data to substantiate its accuracy as the County Auditor may require. This schedule, unless objected to by the County Auditor shall be used as a basis for reviewing the Contractor's application for payment.
- 5.4 Contractor must provide with each application for payment a contractor's affidavit certifying bills against the Contractor for labor, material and expendable equipment employed in the performance of Contractor have been paid in full prior to acceptance of final payment from Live Oak County.
- 5.5 The Contractor will permit Live Oak County, or any duly authorized agent of Live Oak County, to inspect and examine the books and records of the Contractor for the purpose of verifying the amount of work performed under the Contract. Live Oak County's right to inspect survives the termination of the Contract for a period of five years.

#### **6.0 LIMIT OF APPROPRIATION:**

Prior to the execution of this Contract, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this Contract, that County shall have available only those funds specifically allocated in this Contract to fully discharge any and all liabilities which may be incurred by County in bringing this Project to an absolute conclusion, resulting in a complete, fully functional and fully usable facility, and that the total of any and all basic construction costs, costs of providing the required materials, equipment, labor, furnishing and warning and safety equipment, all fees and compensation of any sort to the Contractor, and any and all costs for any and all things or purposes enuring under or out of this Contract, irrespective of the nature thereof, shall not exceed said specifically allocated sum, notwithstanding any word, statement or thing contained in or inferred from the preceding provision of this Contract which might in any light by any person be interpreted to the contrary.

#### **7.0 RIGHT TO ASSURANCE:**

Whenever Live Oak County in good faith has reason to question the Contractor's intent to perform, Live Oak County may demand that the Contractor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) days, Live Oak County may treat this failure as an anticipatory repudiation of the Contract.

## **8.0 PERFORMANCE AND PAYMENT BONDS:**

Performance and Payment Bonds: In the event the total accepted bid price exceeds \$25,000 the Contractor must provide to the Office of the County Purchasing Agent, a performance bond and a payment bond, each in the amount of 100% of the total contract sum within ten (10) calendar days after receipt of notification of bid award. Such bonds shall be executed by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue surety bonds with a Best Rating of "A" or better. Live Oak County reserves the right to accept or reject any surety company proposed by the Contractor. In the event Live Oak County rejects, the proposed surety company, the Contractor will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Live Oak County.

## **9.0 POWER OF ATTORNEY:**

An attorney-in-fact who signs a bid bond, performance bond or payment bond must file with each bond a certified and effectively dated copy of his or her power of attorney.

## **10.0 INSURANCE:**

- 10.1** All respondents must submit, with response, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with response, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Live Oak County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract. Failure to provide current insurance certificate or notarized statement will result in disqualification of submittal.
- 10.2** At contract execution, contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
- 10.2.1** Workers' Compensation insurance. Contractor and subcontractors shall provide Live Oak County all certifications as required by Texas Labor Code §406.096. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- 10.2.2** Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.



- 10.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- 10.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- 10.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 10.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.
- 10.5 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Live Oak County.
- 10.6 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Live Oak County.
- 10.7 Approval of the insurance by Live Oak County shall not relieve or decrease the liability of the Contractor.

#### **11.0 INDEMNIFICATION:**

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of respondent or any of respondent's agents, servants or employees.

- 11.1 Respondent shall timely report all such matters to Live Oak County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Live Oak County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Live Oak County required by Respondent in the defense of each matter.

- 11.2 Respondent's duty to defend, indemnify and hold Live Oak County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Live Oak County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 11.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 11.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Live Oak County, in the event Live Oak County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 11.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 11.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Live Oak County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in form satisfactory to Live Oak County.
- 11.7 Loss Deduction Clause - Live Oak County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

## **12.0 PREVAILING WAGES:**

This project is subject to the prevailing wage rate requirements of Chapter 2258 of the Government Code. The Contractor shall pay Live Oak County sixty dollars (\$60.00) for each worker employed by the Contractor for the provision of services described herein for each calendar day or part of the day that the worker is paid less than the below stated rates. Contractors may also visit [www.wdol.gov/dba.aspx](http://www.wdol.gov/dba.aspx).

General Decision Number: TX20220027 01/07/2022

Superseded General Decision Number: TX20210027

State: Texas

Construction Type: Highway

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$11.25 for calendar year 2022 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or between January 1, 2015, and January 30, 2022. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination 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 the contract in calendar year 2022. The EO minimum wage rate will be adjusted annually. For contracts awarded after January 30, 2022, Executive Order 14026 applies. Under EO 14026, the contractor must pay all covered workers at least \$15 per hour (or applicable wage rate listed on the determination page of the order, if it is higher for all hours spent performing on the contract in 2022. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/07/2022

\* SUTX2011-008 0

	Rates
CONCRETE FINISHER (Paving and Structures)	\$ 13.04
FORM BUILDER/FORM SETTER	
Paving & Curb	\$ 12.54
Structures	\$ 12.98
LABORER	
Asphalt Raker	\$ 12.05
Concrete Saw	\$ 17.33
Flagger	\$ 9.71
Laborer, Common	\$ 10.45
Laborer, Utility	\$ 11.80
Pipelayer	\$ 12.66
Work Zone Barricade Servicer	\$ 12.20
POWER EQUIPMENT OPERATOR:	
Asphalt Distributor	\$ 15.62
Asphalt Paving Machine	\$ 14.68
Asphalt Roller	\$ 12.36
Broom or Sweeper Operator	\$ 11.41

Crane, Hydraulic 80 Tons or less	\$ 18.04
Crawler Tractor	\$ 13.15
Excavator, over 50,000 pounds	\$ 18.80
Foundation Drill Operator, Truck Mounted	\$ 20.20
Front End Loader 3 cu yd or less	\$ 12.64
Front End Loader, over 3 cu yd	\$ 13.75
Loader/Backhoe	\$ 13.58
Mechanic	\$ 18.94
Milling Machine	\$ 14.35
Motor Grader, Fine Grade	\$ 18.35
Motor Grader, Rough	\$ 16.44
Pavement Marking Machine	\$ 14.60
Roller, Asphalt	\$ 12.36
Roller, other	\$ 10.59
Scraper	\$ 11.88
Spreader Box	\$ 13.84
Servicer	\$ 14.31
Steel Worker (Reinforcing)	\$ 12.74
TRUCK DRIVER	
Low Boy-Float	\$ 16.39
Single Axle	\$ 13.40
Single or Tandem Axle Dump Truck	\$ 11.45
Tandem Axle Tractor with semi trailer	\$ 16.22

**WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.**  
**Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family**

to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

Administrative Review Board

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

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

### **13.0 PERMITS:**

It shall be the sole responsibility of the successful bidder to obtain all required permits in the name of Live Oak County.

### **14.0 CONTRACTOR'S RESPONSIBILITY FOR WORK:**

**14.1 Preconstruction Work.** Contractor shall do (or cause to be done) the following as preconstruction work:

14.1.1 On an as needed basis as determined by Live Oak County, cause the Contractor's personnel to meet with Live Oak County and the Precinct Commissioner to discuss the status of the Project.

14.1.2 Review drawings and specifications with the Precinct Commissioner to permit the Contractor and the Precinct Commissioner to determine the compliance of the proposed facility with applicable building codes.

**14.2 Construction Work.** Contractor shall do (or cause to be done) the following as construction work:

14.2.1 Perform (or cause to be performed) all preparatory work at the construction site required herein, including (without limitation) soil and concrete testing and demolition of improvements existing at the construction site and all actions necessary for compliance with all laws and regulations as to actions to be taken by owners or contractors before construction begins, including without limitation those in regard to archaeological, environmental or flood plain or waterway requirements, and shall include certification of such compliance as necessary.

14.2.2 Construct and install (or cause to be constructed and installed) the Project on the construction site in accordance with this Contract and the drawings and specifications approved by Live Oak County.

14.2.3 Furnish (or cause to be furnished) all materials, supplies, equipment, tools, labor, supervision, utilities, transportation, and other materials and services necessary to complete the Project described herein.

14.2.4 Materials testing necessary for the Project and required by laws and regulations, construction industry standards as approved by Live Oak County and this Contract; the frequency of testing shall be approved by Live Oak County.

**14.3 Standards for Review and Approval.**

- 14.3.1 Live Oak County acknowledges that in order to meet the deadlines for the completion of the Project, and in order to accomplish the efficient completion of the Project, the Contractor may submit matters to Live Oak County in stages for approval or consent. Upon receipt of any matter submitted by the Contractor for review and approval, Live Oak County shall review the same and shall diligently and promptly (but in any event within 14 calendar days for any such matter, other than a proposed change order, and within 28 calendar days for a proposed change order) give the Contractor notice of Live Oak County's approval or disapproval, setting forth in detail all reasons for any disapproval. Live Oak County's right to disapprove any such matter submitted (other than a proposed change order) shall be limited to the elements thereof (a) which do not conform substantially to matters previously approved, (b) which are new elements not previously presented and approved and the Contractor is unable to demonstrate that such new element is reasonably necessary for completion of the Project, or (c) which depict matters that are violations of this Contract or applicable laws and regulations.
- 14.3.2 If Live Oak County disapproves of a particular matter or Proposed Change Order, the Contractor shall have the right to resubmit such matter or Proposed Change Order to Live Oak County, altered to satisfy Live Oak County's basis for disapproval. Any resubmission shall be subject to review and approval by Live Oak County.
- 14.3.3 Live Oak County and the Contractor shall attempt in good faith to resolve any disputes concerning the approval of any aspect of the Project expeditiously, so as not to delay the completion of the Project in accordance with this Contract.
- 14.3.4 Expedited Approvals. Live Oak County recognizes the importance of expeditious action upon all matters submitted to Live Oak County for review and approval and of expeditious response to those aspects of the Project requiring approval by governmental authorities having jurisdiction there over. Live Oak County agrees to exercise its rights of review and approval hereunder with due diligence, reasonableness, and good faith. Live Oak County shall use its reasonable efforts to expedite any required review of the Project or other matters by any governmental authority.

**14.4 Changes.**

- 14.4.1 General. Live Oak County may make changes to the Project by altering, adding to, or deducting from the Project. All changes in the Project which (a) require an adjustment in the contract sum or an adjustment in the final completion date or (b) involve a material change in the overall scope or function of the Project shall be requested and authorized before commencing such changes by use of written change order notices, Proposed Change Orders and Change Orders, which change order procedure shall be the exclusive means to effect such changes in the Project.



- 14.4.2 Change Order Procedure. If at any time Live Oak County desires to make any change in the Project requiring the issuance of a Change Order, Live Oak County shall so advise the Contractor in writing by delivery to the Contractor of a written notice describing the change. Upon receipt of such notice initiated by Live Oak County, the Contractor shall within a reasonable period of time advise Live Oak County of the Contractor's proposal for the adjustments, if any, in the contract sum, the schedule of values, and the final completion date attributable to such change by delivering a written notice thereof (the "Proposed Change Order") to Live Oak County. Such Proposed Change Order shall contain a description of the proposed change and shall set forth the Contractor's estimate of the increase or decrease, if any, in the contract sum and the change, if any, in the schedule of values and the final completion date attributable to such change. If the Contractor desires to make a change in the Project requiring the issuance of a change order, the Contractor shall deliver to Live Oak County a Proposed Change Order. Upon execution by Live Oak County, a Proposed Change Order shall constitute (and be defined herein as) a "Change Order" for purposes of this Contract. The Contractor shall forthwith perform the work as changed in accordance with such Change Order. All work performed pursuant to a Change Order shall be performed in accordance with the terms of this Contract. All Proposed Change Orders shall be submitted for approval by Live Oak County. No action, acquiescence or inaction by Live Oak County or any representative of Live Oak County shall be construed to be a waiver of requirements set forth in this Contract in regard to Change Orders or ratification of a violation of such requirements, and all acts in violation of this provision shall be considered void.
- 14.4.3 Change Order Authorization. Each Change Order shall be signed by Live Oak County and an authorized representative of the Contractor.
- 14.4.4 Contract Sum Adjustments. The contract sum and the schedule of values shall be adjusted only as a result of a Change Order requiring such adjustment. Any extra work performed without a proper Change Order shall be considered voluntary and not subject to additional compensation. The Contractor shall not be entitled to an adjustment in the contract sum (or a Change Order permitting such adjustment) or to damages as a result of any delays in the Project caused by the acts or omissions of Live Oak County, provided that this sentence is not applicable to delays that constitute more than 90 days in any 365-day period or cause the Project to be interrupted for a continuous period of 45 days through no fault of the Contractor.
- 14.4.5 When Live Oak County and the Contractor agree upon the adjustments in the contract sum, the schedule of values, and the final completion date attributable to such adjustment, such agreement will be documented by preparation and if approved by the Live Oak County Commissioners Court, execution of an appropriate Change Order.
- 14.5 Site Access. Prior to the transfer date, Live Oak County and the Contractor shall have uninterrupted access to the construction site. Subsequent to the transfer date, Live Oak County will permit the Contractor, the Precinct Commissioner, and their representatives and subcontractors to enter upon the Project at times reasonably necessary to complete the punch list items.

- 14.6** Applicable Laws and Regulations. Contractor shall in its performance of the Project comply with all applicable laws and regulations. Any delays in the prosecution of the Project caused by any changes in the laws and regulations or the application or enforcement of the laws and regulations may entitle the Contractor to an extension of time.
- 14.7** Familiarity with Project. The Contractor represents and accepts that it has: (a) visited the property(ies), (b) taken such other steps as may be necessary to ascertain the nature and location of the Project and the general and local conditions which affect the Project or the cost thereof, (c) investigated the labor situation as regards to the Project, (d) examined the property(ies), the obstacles which may be encountered and all other observable conditions having a bearing upon the performance of the Project, the superintendence of the Project, the time of completion and all other relevant matters, and (e) reported to Live Oak County the results of all of the foregoing. The Contractor represents that it is familiar with all phases of the Project and the matters that may affect the Project or its prosecution under this Contract.
- 14.8** Standard of Performance. The Contractor shall prosecute (or cause to be prosecuted) the Project in accordance with the best efforts for the construction and development of projects similar to the Project in the State of Texas, using qualified, careful, and efficient contractors and workers and in conformity with the provisions of this Contract. The Contractor shall perform the work in a good and workmanlike manner.
- 14.9** Warranty of Contractor. The Contractor warrants to Live Oak County that: (i) the Contractor possesses the skill and knowledge ordinarily possessed by well-informed members of its trade or profession and the Contractor will use its best efforts to ensure that the services provided under this Contract will be performed, delivered, and conducted in accordance with the best professional standards and in accordance with industry standards, and (ii) the Contractor is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly equipped, organized and financed to perform such work, and (iii) following the date of acceptance of this Contract, the services provided by the Contractor to Live Oak County will conform to the representations contained in this Contract, including all attachments, schedules and exhibits. All warranties provided by the Contractor in this Contract shall be cumulative, shall be deemed consistent and not in conflict, are intended to be given full force and effect and to be interpreted expansively to give the broadest warranty protection to Live Oak County.

- 14.10** Contractor's Personnel. Contractor shall employ only competent, skilled personnel for the Project. Prior to the final completion date, the Contractor shall maintain a superintendent who shall be authorized to act on behalf of the Contractor and with whom Live Oak County may consult at all reasonable times. The superintendent shall not be transferred from the Project without Live Oak County's consent (which shall not be unreasonably withheld or delayed); provided, however, the superintendent shall not be assigned solely to the Project and shall be entitled to spend reasonable time working on matters unrelated to the Project so long as such work on other matters does not render the superintendent unavailable to the Project or unavailable to Live Oak County. However, such obligation to furnish the superintendent and such staff personnel shall not be construed (a) to preclude the promotion within the Contractor's organization of any person assigned to the Project or (b) to give rise to any liability of the Contractor if any person assigned to the Project (including, without limitation, the superintendent) leaves the Contractor's employment. If the superintendent is transferred from the Project, Live Oak County shall have the right to approve the replacement superintendent (which approval will not be unreasonably withheld or delayed). The Contractor, the Architect, and the other subcontractors shall comply with all applicable health, safety, and loss prevention rules of applicable governmental authorities. The Contractor shall, at its own expense, remove from the Project any person who fails to comply with such rules and instructions. The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Project any unfit person or anyone not skilled in the work assigned to him. Live Oak County may, upon written notice to the Contractor, require the Contractor to remove an individual immediately from providing services for the following reasons: violation of the terms and conditions of this Contract; violation of Live Oak County's or the Contractor's work rules and regulations; criminal activity; or violation of state, federal, or municipal statutes. Live Oak County may, upon thirty (30) days written notice to the Contractor, require the removal of any individual from providing services without cause.
- 14.11** Inspection. The Project and all parts thereof shall be subject to inspection from time to time by inspectors designated by Live Oak County. No such inspections shall relieve The Contractor of any of its obligations hereunder. Neither failure to inspect nor failure to discover or reject any of the work as not in accordance with the drawings and specifications or any provision of this Contract shall be construed to imply an acceptance of such work or to relieve the Contractor of any of its obligations hereunder. Live Oak County agrees that its right of inspection shall be used reasonably and in a timely manner so as not to delay orderly completion of the Project.
- 14.12** Protection Against Risks. The Contractor shall take all precautions which are necessary and adequate, against conditions created during the progress of the Project which involve a risk of bodily harm to persons or a risk of damage or loss to any property. The Contractor shall regularly inspect all work, materials and equipment to discover and determine any such conditions and shall be responsible for discovery, determination, and correction of any such conditions. The Contractor shall comply with all federal, state, and local occupational hazard and safety standards, codes and regulations applicable in the jurisdiction where the Project is being performed. The Contractor shall include the

substance of this clause in its entirety in all subcontracts for any work to be performed at the construction site.

**14.13** Equipment. Except as expressly provided herein to the contrary, the Contractor shall furnish (or cause to be furnished) all construction, transportation, installation, tools, and other equipment and facilities required for the performance of the Project within the times specified herein. Such equipment and facilities shall be serviceable and kept fit for the uses intended. Defective items shall be removed from the construction site promptly and at the Contractor's cost. The Contractor shall schedule (or cause to be scheduled) its other operations so as to not interfere with its duty to timely furnish the necessary equipment and facilities and personnel to operate the same at the times necessary for the orderly completion of the Project.

**14.14** Materials. Except as may be specifically provided otherwise in the Contract or approved in advance by Live Oak County, the Contractor shall provide Live Oak County with copies of material testing reports and to cause all materials, equipment, and fabricated items incorporated in the Project to be new and of a suitable grade of their respective kinds for their intended use.

## **15.0 TERMINATION:**

**15.1** Live Oak County may terminate the Contract if the Contractor:

15.1.1 Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials.

15.1.2 Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractor.

15.1.3 Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction.

15.1.4 Otherwise is guilty of substantial breach of a provision of the Contract Documents.

**15.2** When any of the above reasons exists, Live Oak County may, without prejudice to any other rights or remedies of Live Oak County and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

15.2.1 Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor.

15.2.2 Finish the Project by whatever reasonable method Live Oak County may deem expedient.

**15.3** Either party may terminate this Contract at any time by providing thirty (30) days written notice.

**15.4** When Live Oak County terminates the Contract for one of the reasons stated in this section, the Contractor shall not be entitled to receive further payment until the Project is finished. Therefore, the Contractor shall be promptly paid for all work actually and satisfactorily completed.

**16.0 COMPLETION, TRANSFER, AND ACCEPTANCE:**

**16.1** Final Completion. Upon the occurrence of the final completion date, the punch list items shall be promptly commenced and thereafter completed within thirty (30) days after final completion.

**16.2** Transfer and Acceptance. Upon the occurrence of final completion, care, custody and control of the Project shall pass to Live Oak County. As referenced herein, the "Transfer Date" shall mean the date on which the care, custody and control of the Project passes to Live Oak County. Subsequent to the Transfer Date all risk of loss with respect to the Project shall be by Live Oak County and the Contractor shall be thereafter obligated to cover the Project with their Insurance.

**17.0 SUSPENSION BY Live Oak COUNTY FOR CONVENIENCE:**

**17.1** Live Oak County may, without cause, order the Contractor in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as Live Oak County may determine.

**17.2** An adjustment shall be made for increase in the cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:

172.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible.

172.2 That an equitable adjustment is made or denied under another provision of this Contract.

**17.3** Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

**18.0 INDEPENDENT CONTRACTOR:**

The Contractor shall be an independent contractor and any provisions of this Contract that may appear to give Live Oak County the right to direct the Contractor as to the details of the manner of doing the Project shall be deemed to mean that the Contractor shall follow the desires of Live Oak County in the results of the Project only and not in the means whereby the Project is to be accomplished. The Contractor shall be responsible as to the details of completing the Project. Neither the agents,

representatives, nor employees of the Contractor, shall be deemed to be the agents, representatives, or employees of Live Oak County. The Contractor further represents that it accepts a fiduciary role and responsibility with respect to Live Oak County and will, to its best abilities, act in the best interests of Live Oak County and the timely completion of the Project. The Contractor agrees and understands that neither it nor any of its agents or employees may act in the name of Live Oak County except and unless specifically authorized in writing by Live Oak County to do so. The Contractor shall furnish construction administration and management services and use the Contractor's best efforts to complete the Project in an expeditious and economical manner consistent with the interests of Live Oak County.

## **19.0 NOTICE**

**19.1** All written notices, demands, and other papers or documents to be delivered to Live Oak County under this Contract shall be hand delivered to the County Auditor, 301 Houston St, Rm 301, George West, Texas 78022, or mailed to the County Auditor, PO Box 669, George West, TX 78022, or at such other place or places as Live Oak County may from time to time designate by written notice delivered to the Contractor. For purposes of notice under this Contract, a copy of any notice or communication hereunder shall also be forwarded to the following address: Live Oak County Judge, PO Box 487, George West, TX 78022.

**19.2** All written notices, demands, and other papers or documents to be delivered to the Contractor under this Contract shall be delivered to the Authorized Representative identified in the Contract documents or such other place or places as the Contractor may designate by written notice delivered to Live Oak County.

## **20.0 RECORDS:**

**20.1** Live Oak County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to the Contract by Contractor.

**20.2** The Contractor agrees to maintain and preserve for a period of at least five years after the earlier of the expiration of the defects period or termination of this Contract, accurate and complete records relating to the performance of the Project. The Contractor agrees to, upon request, provide Live Oak County with such records.

## **21.0 SUCCESSORS AND ASSIGNS:**

**21.1** Live Oak County and the Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract.

**21.2** Neither Live Oak County nor the Contractor shall assign, sublet or transfer its interest in this Contract without the prior written consent of the other.

**21.3** Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

**22.0 PUBLIC CONTACT:**

Contact with the news media, citizens of Live Oak County or governmental agencies shall be the sole responsibility of Live Oak County. Under no circumstances, whatsoever, shall Contractor release any material or information developed in the performance of its services hereunder without the express written permission of Live Oak County, except where required to do so by law.

**23.0 MODIFICATIONS:**

This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

**24.0 SILENCE OF SPECIFICATIONS:**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

**25.0 SEVERABILITY:**

In the event one or more of the provisions contained in these requirements or the specifications shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and these requirements or the specifications shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**26.0 GOVERNING FORMS:**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Live Oak County's interpretation shall govern.

**27.0 TAX EXEMPT:**

Live Oak County is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This Contract is deemed to be a separate contract for Texas tax purposes, and as such, Live Oak County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this Contract. Contractor is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, contractor should state these items at cost.

**28.0 ENTIRE AGREEMENT:**

The Parties agree that this Contract contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Contract. By entering into this Contract, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Contract.

**29.0 APPLICABLE LAW AND VENUE**

This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Live Oak County, Texas, and that venue for any litigation arising out of or related to this Contract shall lie solely in the court of appropriate jurisdiction located in Live Oak County, Texas.

**30.0 ENCLOSURE:**

See section 37.0 for required forms.

**31.0 PRICING: Complete unit pricing form.**

**32.0 PROJECT DURATION:**

Bidder agrees, if awarded Option 1, material will be delivered not later than seven days upon request. Bidder agrees, if awarded Option 2 or Option 3, the contractor will complete all work required by the contract documents by **July 7, 2023**.

**33.0 AWARD:**

This contract will be awarded to the lowest and best bid.

**34.0 TEXAS ETHICS COMMISSION FORM 1295:**

**34.1** Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: <https://www.ethics.state.tx.us/filinginfo/1295/>

**34.2** On-line instructions:

34.2.1 Name of governmental entity is to read, **“Live Oak County”**

34.2.2 Identification number used by the governmental entity is: **“CTIF\_02\_149”**



34.2.3 Description is the title of the solicitation: **“CTIF Grant – 2022 Seal Coating”**

**34.3** Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

**35.0 STATE LAW REQUIREMENTS FOR CONTRACTS:**

The contents of this section are required by Texas Law and are included by County regardless of content.

**35.1** Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature on vendor form, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.

**35.2** Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

**36.0 HUMAN TRAFFICKING:**

By acceptance of this contract, Contractor acknowledges that Live Oak County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws

**37.0 ADDITIONAL REQUIRED FORMS:**

All vendors submitting are required to complete the attached and return with submission of this contract:

**37.1** Vendor Information Form

**37.2** Contract Sheet

**37.3** W9 Form (obtain at <https://www.irs.gov/pub/irs-pdf/fw9.pdf> )

**37.4** Tax Form/Debt/Residence Certification

**37.5** Contractor Acknowledgement of Stormwater Management Program

**37.6** Bid Sheet

**Contract Sheet  
Bid  
CTIF\_02\_149**

**THE STATE OF TEXAS  
COUNTY OF Live Oak**

This memorandum of agreement made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Live Oak County in the State of Texas (hereinafter designated County), acting herein by County Judge, Jim Huff, by virtue of an order of Live Oak County Commissioners Court, and \_\_\_\_\_

(company name)

(hereinafter designated Contractor).

**WITNESSETH:**

The Contractor and the County agree that the bid and specifications for the **Completion of Seal Coating for Live Oak County CTIF Projects** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at George West, Texas this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Live Oak County, Texas

by: \_\_\_\_\_  
County Judge

By: \_\_\_\_\_  
Signature of Contractor

By: \_\_\_\_\_  
Printed Name and Title



**Mandatory Form**

**Contractor Acknowledgement of Stormwater Management Program**

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Live Oak County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Live Oak County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Live Oak County immediately of any issue caused by or identified by:

\_\_\_\_\_  
(Company/Contractor)

that is believed to be an immediate threat to human health or the environment.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Bid Sheet**  
**CTIF - 2022 Seal Coating**  
**CTIF\_02\_149**

**SEAL COATING, ITEM 316**

**TWO COURSE SURFACE TREATMENT:**

**Asphalt, Item 300:**

Rate for 1<sup>st</sup> Course: HFRS-2 or Equivalent @ 0.45 gal/sy  
 Rate for 2<sup>nd</sup> Course: HFRS-2 or Equivalent @ 0.40 gal/sy

**Aggregate, Item 304:**

Rate for 1<sup>st</sup> Course: Trap Rock Grade 3 or PB Grade 3 @ 1 cy/85 sy  
 Rate for 2<sup>nd</sup> Course: Trap Rock Grade 4 or PB Grade 4 @ 1 cy/110 sy

Project	Option 1 \$/sq yd	Option 2 \$/sq yd	Option 3 \$/sq yd
Project #1- CR 202, from Hwy 281 to City limits of Three Rivers			
Project #2- CR 205, from FM 1358 to FM 1358			
Project #3- CR 222, from Hwy 72 to FM 1358			
Project #4- CR 225, from CR 227 to FM 1358			
Project #5- CR 246, from FM 882 to CR 247			
Project #6- CR 325, from FM 1203 to FM 1358			
Project #8- River St, from IH-37 Access Rd to end of River St			

**SEAL COATING, ITEM 316**

**SINGLE COURSE SURFACE TREATMENT:**

**Asphalt, Item 300:**

HFRS-2 or Equivalent

Rate: 0.40 gal/sy

**Aggregate, Item 304:**

Trap Rock Grade 4 or PB Grade 4

Rate: 1 cy/110 sy

Project	Option 1 \$/sq yd	Option 2 \$/sq yd	Option 3 \$/sq yd
Project #10- CR 384, from HWY 59 to IH 37 Access Rd			
Project #11- Antelope Rd, from IH 37 to end of pavement			
Project #15- CR 121, from FM 889 to CR 123			
Project #20- CR 405, from FM 1545 to end of road			
Project #21- CR 406, from CR 405 to end of road			
Project #25- CR 414, from FM 99 to county line			
Project #28- CR 436, from FM 1873 to end of asphalt			

- Option 1: Bid per square yard. Price to include material with hauling and without hauling. Indicate material with respective pricing for any or all material types listed (i.e., Item 304, Grade 4: \$...). County forces will be used to complete project.

**Bid Sheet**  
**CTIF - 2022 Seal Coating**  
**CTIF\_02\_149**

- Option 2: Bid per square yard. Price to include contracted labor and equipment only; county will provide material.
- Option 3: Bid per square yard. Price to include contractor supplying labor, equipment, and necessary materials.

\*All specification items refer to the standard specifications of the Texas Department of Transportation. Bidder may bid on any or all options. Expand cells and/or attach additional pages as necessary.