

CONTRACT DOCUMENTS

AND

SPECIFICATIONS

STREET RECONSTRUCTION
(MATERIALS ONLY – ASPHALT EMULSION)

T.D.A. PROJECT NO. 7215341

FOR
MONTAGUE COUNTY, TEXAS

January, 2016

Rick Lewis – County Judge

County Commissioners

Herman Conway – Precinct 1

Mike Mayfield – Precinct 2

Mark Murphey – Precinct 3

Bob Langford – Precinct 4

Biggs & Mathews, Inc.
Consulting Engineers
2500 Brook Ave.
Wichita Falls, Texas 76301
Texas Registered Engineering Firm F-834



4/4/16

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Advertisement and Invitation for Bids

The Montague County, Texas will receive bids for Type CRS-2 Asphalt Emulsion (Materials Only) until 10:30 AM on Thursday, April 21st at County Annex 11339 State Highway 59 North Montague County, Texas 76251. The bids will be publicly opened and read aloud at 10:30 AM on Thursday, April 21st at County Annex 11339 State Highway 59 North, Montague County, Texas 76251.

Bids are invited for the several items and quantities as follows:

1. 89,000 Gallons of Type CRS-2 Asphalt Emulsion

Bid/Contract Documents, including Technical Specifications may be obtained from Biggs & Mathews, Inc. 2500 Brook Avenue, Wichita Falls, Texas 76301 or by calling 940-766-0156 and requesting a set of plans and specifications along with bidding documents.

A bid bond in the amount of 5 percent of the bid issued by an acceptable surety is required with each bid for those contracts that exceed \$100,000. A certified check or bank draft payable to Montague County, Texas or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.

Montague County reserves the right to reject any or all bids or to waive any informalities in the bidding. Bids may be held by Montague County for a period not to exceed 30 days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidders' qualifications prior to the contract award.

Para obtener una copia en español, comuníquese con County Judge al 940-894-2401

Montague County, Texas

Rick Lewis, County Judge

All contractors and/or subcontractors who are debarred, suspended or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.

Instructions to Bidders

1. Interpretations or Addenda

No oral interpretations will be made to any bidder. Each request for an interpretation shall be made in writing to Montague County, Texas no less than seven (7) days prior to the bid opening. Each interpretation made will be in the form of an Addendum to the contract documents and will be distributed to all parties holding contract documents no less than seven (7) days prior to the bid opening. It is, however, the bidder's responsibility to make inquiry as to any addenda issued. All such addenda shall become part of the contract documents and all bidders shall be bound by such addenda.

2. Alternate bid items

No alternate bids or bid items will be considered unless they are specifically requested by the technical specifications.

3. Bids

- a) All bids must be submitted on the forms provided and are subject to all requirements of the Contract Documents, including the Drawings.
- b) All bids must be regular in every respect and no interlineation, excisions or special conditions may be made or included by the bidder.
- c) Bid documents, including the bid, and the bid bond shall be sealed in an envelope and clearly labeled with the words "Bid Documents," the project number, name of bidder and the date and time of bid opening.
- d) The Grant Recipient may consider as irregular any bid on which there is an alteration of or departure from the bid form and, at its option, may reject any irregular bid.
- e) If a contract is awarded, it will be awarded to a responsible bidder on the basis of the lowest/best bid and the selected alternate bid items, if any.

4. Bid Modifications Prior to Bid Opening

Any Bidder may modify its bid in writing at any time prior to the scheduled closing time for receipt of bids, provided such modification is received by the Grant Recipient prior to the bid closing time. The modification should not reveal the bid price but should provide the addition, subtractions or other modifications so that the final prices or terms will not be known by the Grant Recipient until the sealed bid is open. Likewise, any Bidder may modify a bid by submitting a supplemental bid in person prior to the scheduled closing time for receipt of bids. Such supplemental bid should mention only additions or subtractions to the original bid so as to not reveal the final prices or terms to the Grant Recipient until the sealed bid is open.

5. Bid Bond

A bid bond in the amount of 5% of the bid issued by an acceptable surety is required with each bid for contracts that exceed \$100,000. A certified check or bank draft payable to the Grant Recipient or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.

6. Corrections

Erasures or other corrections in the bid must be noted over the signature of the bidder.

7. Time for Receiving Bids

Bids received prior to the advertised hour of opening shall be kept securely sealed. The officer appointed to open the bids shall decide when the specified time has arrived and no bid received thereafter will be considered.

8. Opening of Bids
The Grant Recipient shall, at the time and place fixed for the opening of bids, publicly open and read aloud each bid, irrespective of any irregularities therein.
9. Withdrawal of Bids
Bidder may withdraw the Bid before the time fixed for the opening of Bids by communicating its purpose in writing to the Grant Recipient. Upon receipt of such notice, the unopened Bid will be returned to the Bidder. The bid guaranty of any bidder withdrawing his bid in accordance with the above will be returned promptly.
10. Award of Contract/Rejection of Bids
The contract will be awarded to the responsive, responsible Bidder submitting the lowest/best bid. The bidder selected will be notified at the earliest possible date. The Grant Recipient reserves the right to reject any or all bids where such rejection is in its interest.
11. Execution of Agreement
The failure of the successful bidder to execute the agreement and supply the required bonds thirty (30) days from the date of the notice of award, or within such extended period as the Grant Recipient may grant shall constitute a default and the Grant Recipient may, at its option either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either case, the Grant Recipient may charge against the bidder the difference between the amount of the bid, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against the Grant Recipient for a refund.
12. Equal Employment Opportunity
Bidder is required to ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual identity, gender identity, or national origin, and must comply with other civil rights requirements.

BID SCHEDULE

ERGON ASPHALT &
Proposal of EMULSIONS, INC. (hereinafter called "BIDDER"), organized and existing
under the laws of the State of Texas doing business as A CORPORATION *

To the County Judge, Montague County, Texas` (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all work for

Street Reconstruction (Materials Only) T.D.A. Project No. 7215341

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 90 consecutive calendar days. The BIDDER further agrees to pay as liquidated damages \$100.00 for each consecutive calendar day that the work is not completed as set out in the SPECIAL PROJECT SPECIFICATIONS and as provided in the GENERAL CONDITIONS.

BIDDER acknowledges receipt of the following ADDENDUM:

N/A

*Insert "a corporation", "a partnership", or "an individual" as applicable.

ITEM NO.	QUANTITY AND UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	89,000 Gallons	Furnish and Supply Type CRS-2 Asphalt Emulsion per gallon for <u>ONE</u> Dollars and <u> </u> Cents. POINT FORTY-TWO FORTY-FIVE CENTS	<u>\$1.4245</u>	<u>\$126,780.50</u>
Total Amount of Bid				<u>\$126,780.50 DELIVERED</u>

Federal Environmental Fee will be added to above prices at rate of \$.4424/ton for asphalt & polymer loads or \$.00133/gal for emulsion loads.

Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

The above unit prices shall include all labor, equipment, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. The undersigned agrees to complete all work covered by these contract documents for these unit prices within Ninety (90) consecutive calendar days after the date of commencing work as set forth in the written work order. The Contractor further agrees to pay as liquidated damages the sum of \$100.00 for each consecutive working day thereafter that the work is not completed.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 120 days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the GENERAL CONDITIONS. The bid security attached in the sum of Five (5%) percent of amount bid (\$) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

THIS BID IS FOR FULL TRANSPORT LOADS OF 5,500 GALLONS. FREIGHT IS BASED ON A FULL TRANSPORT LOAD, EVEN IF A FULL LOAD OF MATERIAL IS NOT ORDERED. THE COMMON CARRIER BILLS DEMURRAGE AT \$80.00 PER HOUR, AFTER THE SECOND HOUR. RETURN FREIGHT IS ONE-HALF OF THE OUTGOING TARIFF. PUMP AND HOSE CHARGE IS \$80.00 PER LOAD.

Respectfully submitted,

ERGON ASPHALT & EMULSIONS, INC.

By David Stroud
DAVID STROUD
TEXAS REGIONAL MANAGER

Address 11612 RM 2244, BUILDING 1, SUITE 250
AUSTIN, TEXAS 78738

Telephone No. (512) 469-9292

Fax No. (512) 469-0391

Date APRIL 19, 2016

SEAL (if Corporation)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned: Ergon Asphalt & Emulsions, Inc.

as PRINCIPAL, and Western Surety Company

as SURETY are held and firmly bound unto Montague County, Texas

hereafter called the "Local Public Agency", in the penal sum of Five Percent of Bid Amount

Dollars, (\$ 5% of Bid), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THIS CONDITION OF THIS OBLIGATION IS SUCH, that Whereas the Principal has submitted the Accompanying bid.

dated April 21, 2016, for CRS-2 Asphalt Emulsion (Materials Only)

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Local Public Agency in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Local Public Agency the difference between the amount specified in said Bid and the amount for which the Local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above-bound parties have executed this instrument under their several seals this 21st day of April, 2016 the name and corporate seal of each by its undersigned representative, pursuant to authority of its governing body.

(SEAL)

Ergon Asphalt & Emulsions, Inc.

Kathy W. Stone (SEAL)

Attest:

By:

Affix
Corporate
Seal

By:

See Attached Power of Attorney

Western Surety Company

Attest:

Brody Buckley

333 S. Wabash Avenue, Chicago, IL 60604

By: *Amanda Jean Charfauros* Affix
Corporate Seal

Amanda Jean Charfauros Attorney-in-Fact
Bottrell Insurance
P.O. Box 1490
Jackson, MS 39215-1490

Countersigned:

By: *Jennifer Picchi*
Jennifer Picchi/Resident TX Agent

* Attorney-in-Fact, State of Mississippi

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, Certify that I am the _____, Secretary of the Corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of this governing body.

(Corporate
Seal)

Title _____

* Power of attorney for person signing for surety company must be attached to bond.

NOTICE OF AWARD

To: ERGON ASPHALT & EMULSIONS, INC.
11612 RM 2244
BUILDING 1, SUITE 250
AUSTIN, TEXAS 78738

PROJECT Description: Street Reconstruction (Materials Only)
TDA Project # 7215341 – Asphalt Emulsion

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bid dated _____, 2016

You are hereby notified that your proposal has been accepted for _____ in the amount of \$ _____.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ____ day of _____, 2016.

Montague County, Texas
(Owner)

ACCEPTANCE OF NOTICE

By _____

Receipt of the above NOTICE of

Title County Judge

AWARD is hereby acknowledged by _____

this the __ day of _____, 2016.

By _____

Title _____

AGREEMENT

THIS AGREEMENT, made this ____ day of ____ February _____, 2016 by and between Montague County, hereinafter called "OWNER", and ERGON ASPHALT & EMULSIONS, INC., doing business as an CORP., hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1) The CONTRACTOR will commence and complete the furnishing and delivery of Street Reconstruction Materials - TDA Project No. 7215341 (Materials Only)

2) The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described herein.

3) The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 90 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. In addition it is agreed all bid prices shall be good and shall not be change or withdrawn for 120 days after the date of this AGREEMENT.

4) The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the sum shown as follows, or as shown in the BID schedule.

Total \$ _____

5) The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) Instruction to Bidders
- (B) Bid Schedule
- (C) Bid Bond
- (D) Agreement
- (E) Certificate of Insurance
- (F) Notice of Award
- (G) Notice to Proceed
- (H) General Contract Conditions
- (I) Specifications prepared or issued by Biggs & Mathews, Inc. dated January, 2016.
- (J) ADDENDA:
 - No. _____, dated _____, 2016
 - No. _____, dated _____, 2016

6) The OWNER will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amount as required by the CONTRACT DOCUMENTS.

7) This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in 4 (number of copies) each of which shall be deemed an original on the date first above written.

OWNER:

Montague County, Texas

By _____

Name _____ (SEAL)
(Please Type)

ATTEST:

Name _____
(Please Type)

Title _____

CONTRACTOR:

ERGON ASPHALT & EMULSIONS, INC.

By David Stroud

Name DAVID STROUD (SEAL)
(Please Type)

ATTEST:

Address 11612 RM 2244, BUILDING 1, SUITE 250

AUSTIN, TEXAS 78738

Karen Sellers

Name KAREN SELLERS
(Please Type)

Title ADMINISTRATIVE ASSISTANT

AGREEMENT

THIS AGREEMENT, made this ____ day of February, 2016 by and between Montague County, hereinafter called "OWNER", and ERGON ASPHALT & EMULSIONS, INC., doing business as an CORP., hereinafter called "CONTRACTOR".

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 - No. _____, dated _____, 2016
 - No. _____, dated _____, 2016

6) The OWNER will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amount as required by the CONTRACT DOCUMENTS.

7) This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in 4 (number of copies) each of which shall be deemed an original on the date first above written.

OWNER:

Montague County, Texas

By _____

Name _____ (SEAL)
(Please Type)

ATTEST:

Name _____
(Please Type)

Title _____

CONTRACTOR:

ERGON ASPHALT & EMULSIONS, INC.

By David Stroud

Name DAVID STROUD (SEAL)
(Please Type)

ATTEST:

Address 11612 RM 2244, BUILDING 1, SUITE 250

AUSTIN, TEXAS 78738

Karen Sellers

Name KAREN SELLERS
(Please Type)

Title ADMINISTRATIVE ASSISTANT

AGREEMENT

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 - No. _____, dated _____, 2016
 - No. _____, dated _____, 2016

6) The OWNER will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amount as required by the CONTRACT DOCUMENTS.

7) This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in 4 (number of copies) each of which shall be deemed an original on the date first above written.

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WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

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- (J) ADDENDA:
 - No. _____, dated _____, 2016
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IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in 4 (number of copies) each of which shall be deemed an original on the date first above written.

OWNER:

Montague County, Texas

By _____

Name _____ (SEAL)
(Please Type)

ATTEST:

Name _____
(Please Type)

Title _____

CONTRACTOR:

ERGON ASPHALT & EMULSIONS, INC.

By David Stroud

Name DAVID STROUD (SEAL)
(Please Type)

ATTEST:

Address 11612 RM 2244, BUILDING 1, SUITE 250

AUSTIN, TEXAS 78738

Karen Sellers

Name KAREN SELLERS
(Please Type)

Title ADMINISTRATIVE ASSISTANT

OWNER:

Montague County, Texas

By _____

Name _____ (SEAL)
(Please Type)

ATTEST:

Name _____
(Please Type)

Title _____

CONTRACTOR:

ERGON ASPHALT & EMULSIONS, INC.

By David Stroud

Name DAVID STROUD (SEAL)
(Please Type)

ATTEST:

Address 11612 RM 2244, BUILDING 1, SUITE 250

AUSTIN, TEXAS 78738

Karen Sellers

Name KAREN SELLERS
(Please Type)

Title ADMINISTRATIVE ASSISTANT

NOTICE TO PROCEED

TO: ERGON ASPHALT & EMULSIONS, INC. DATE: _____
11612 RM 2244, BUILDING 1, SUITE 250 PROJECT: Street Reconstruction
AUSTIN, TEXAS 78738 (Materials Only) Project TDA Project #7215341

You are hereby notified to commence work in accordance with the Agreement dated _____ 2016 on or before _____, 2016 and you are to complete the WORK within 90 consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 2016.

Montague County, Texas
(Owner)

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

this the ____ day of _____, 2016.

By _____

Title _____

Materials/Equipment

General Contract Conditions

1. Materials and Workmanship

- a) Unless otherwise specifically provided for in the Technical Specifications, all materials and articles utilized in the work shall be new and the best grade available. Where equipment, materials, or articles are referred to in the Technical Specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.
- b) The successful bidder shall furnish to the Grant Recipient for approval the manufacturer's detailed specifications for all mechanical, other special equipment and all materials or articles, together with full information as to type, performance characteristics, and all other pertinent information as required.
- c) Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the Technical specifications shall have full force and effect as though printed therein.

2. Samples and Tests

- a) Approval of any materials shall be general only and shall not constitute a waiver of the Grant Recipient's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval.
- b) Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
 - The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
 - The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;
 - The Contractor shall assume all costs of testing materials offered in substitution for those found deficient; and
 - The Grant Recipient will pay all other expenses.

3. Compliance with Clean Air and Federal Water Pollution Control Acts [for contracts > \$150K]

- a) Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et. seq., and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251-1387. Violations must be reported to the awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- b) Materials shall be free of any hazardous materials, except as may be specifically provided for in the specifications.

4. Equal Opportunity Clause

- a) The Contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with Community Development Block Grant funds the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct

as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- b) The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

6. Age Discrimination Act of 1975. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

[If this Contract is greater than \$100,000, include the following Section 3 language:]

7. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

a) The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b) The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c) The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job

titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.

f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8. Liquidated Damages

Since the actual damages for any delay under this contract are impossible to determine, the Contractor and his Sureties shall be liable for and shall pay to the Grant Recipient the sum of One Hundred Dollars (\$ 100.00) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated time for delivery.

SECTION NO. 6

BASIS OF PAYMENT

6-01 General: The various items in the proposal shall be paid for at the unit price or lump sum bid in the proposal submitted. These unit prices shall be full compensation for furnishing and delivering all materials, including transportation costs, overhead and profit necessary to complete the supply and deliver of the various items of the project as listed in the proposal and in the itemized basis of payment below.

6-02 Estimated Quantities: The estimated quantities shown in the proposal are approximate and are to be used only as a basis for estimating the probable cost of the work and in determining the lower Bidder. It is understood that the actual amount of materials to be furnished may be altered up to a maximum of 25% of the specified bid quantity.

6-03 Items of the Proposed Schedule: (Materials Only)

Item No. 1 shall include coordinating and scheduling with Montague County in order to furnish and supply the quantity, quality, type and grade of the specified asphalt emulsion in accordance with the technical specifications. Montague County, on a scheduled basis, will request delivery of the asphalt.

SECTION NO. 317

**STREET RECONSTRUCTION
(MATERIALS ONLY)**

317-01 General: This item shall consist of street reconstruction materials composed of applications of asphalt emulsion covered with aggregate for street reconstruction purposes and also includes corrugated metal pipe drainage culverts along selected streets in accordance with these specifications.

317-02 Scope of Work: This is a "Materials Only" specification with the OWNER providing all the equipment and labor to properly reconstruct the selected streets and drainage facilities.

317-03 Materials:

A. Asphalt Emulsion: The asphalt emulsion utilized shall be Type CRS-2 as specified in Item 300 of the latest edition of the Texas Department of Transportation Standard Specifications for the Construction of Highways, Streets and Bridges. The SUPPLIER must supply a certificate certifying the grade and specification compliance of the asphalt provided for the project. Load certificates must also be supplied. SUPPLIER shall coordinate all deliveries with Montague County.

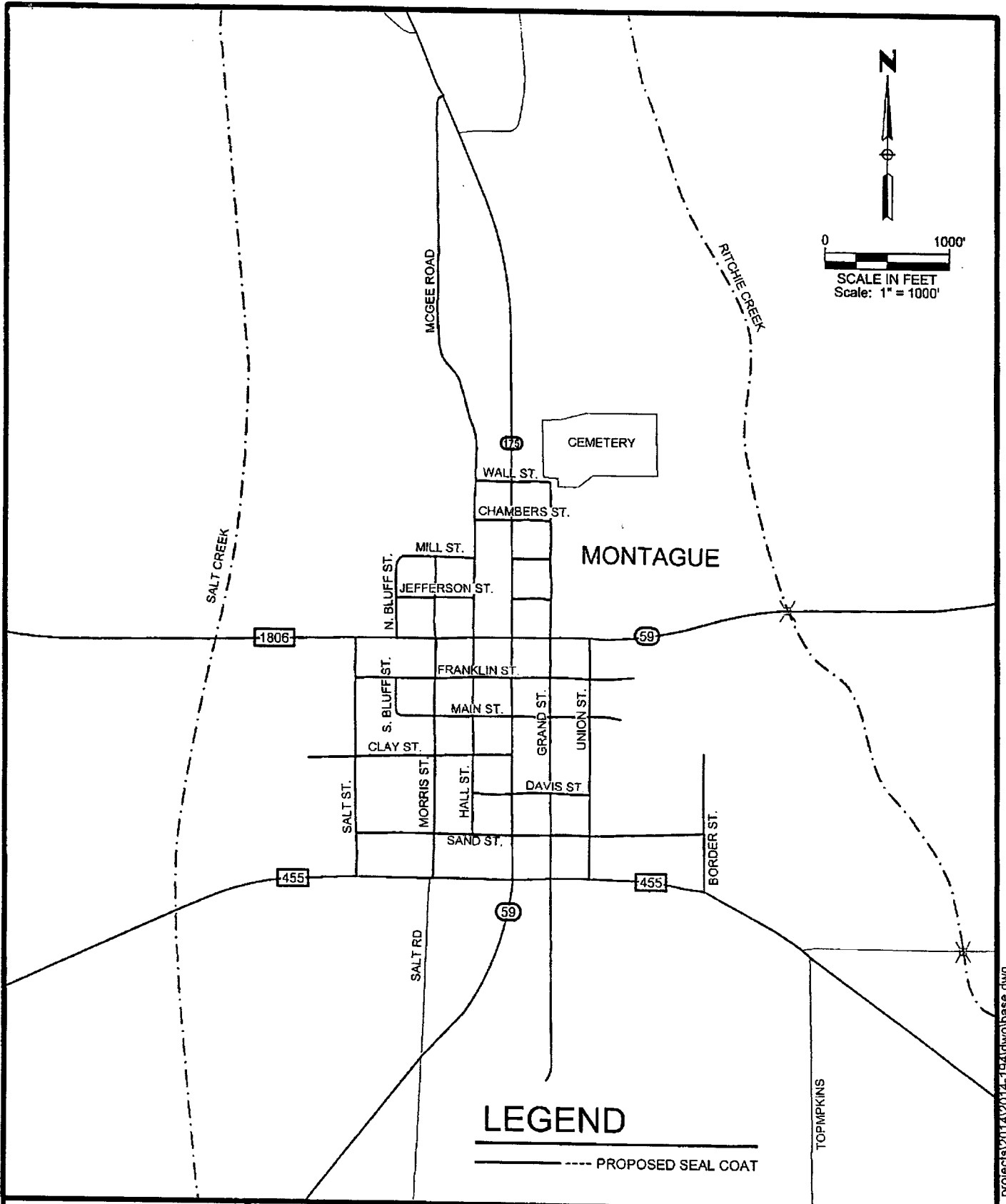
B. Limestone Chip Rock: The base course chip rock shall be Grade 4 (5/8" Chip Rock) and the surface course of chip rock shall be Grade 5 (3/8" Chip Rock) as specified in Item 302 of the latest edition of the Texas Department of Transportation Standard Specifications for the Construction of Highways, Streets and Bridges. The SUPPLIER shall provide certification of compliance with the specifications. Limestone rock is required; granite rock will not be accepted.

C. Corrugated Galvanized Metal Drainage Pipe Culverts: The corrugated metal pipe culverts shall be as specified in Item 460 of the latest edition of the Texas Department of Transportation Standard Specifications for the Construction of Highways, Streets and Bridges. The sizes, lengths, and deliver schedules of the pipe culverts shall be coordinated with the OWNER.

317-04 Payment and Quantities: Payment and quantities will be determined as set forth in the Bid Schedule and the Basis of Payment for materials delivered that are in compliance with the Contract Documents and Specifications.

APPENDIX

STREET RECONSTRUCTION MAP



LEGEND

----- PROPOSED SEAL COAT



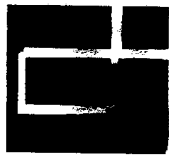
BIGGS & MATHEWS, INC.
 CONSULTING ENGINEERS / SURVEYORS
 TEXAS REGISTERED ENGINEERING FIRM F-834
 2500 BROOK AVENUE V: (940) 766-0156
 WICHITA FALLS, TX 76301 F: (940) 766-3383

MONTAGUE, TEXAS

DN. KDM	DATE :	DECEMBER 2014
DW. MNG	SCALE :	1" = 1000'
CHK. KDM	PLOT DATE :	December 12, 2014

TDA SEAL COAT PROJECT

CAD FILE PATH: \\03_projects\2014\2014-194\dwg\base.dwg



Ergon Asphalt & Emulsions, Inc.

Certificate of Analysis

Date 4/19/2016

AR041316006

Product CRS-2

State Texas

Facility Location ARDMORE, OK

Saybolt Viscosity, 50°C. SSF	150	400	216
Sieve Test. %	-----	0.1	0.0
Demulsibility, 35 mL, 0.8% Dioctyl Sodium Sulfosuccinate, %	70	-	98
Residue by Distillation, 260°C, 15 min hold	65	-	65.2
Oil distillate, by volume of emulsion, %	-----	0.5	TRACE
Penetration, 25°C, 100g, 5 sec, dmm	120	160	140
Ductility, 25°C, HG, 5cm/min, cm	100	-	100+


Quality Assurance Manager

4/19/2016

Date

TXDOT CERTIFICATION NO. C16370710