SABINE RIVER AUTHORITY

Request for Bids

RFB #27-1202

Toledo Bend

Underwater Stump Removal

August 2026

Authority General Office
12777 Hwy. 87 N.
Orange, TX 77632
409.746.2192

Toledo Bend Division
450 Spur 135
Burkeville, TX 75932
409.565.2273

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Notice to Bidders

The Sabine River Authority of Texas (SRA) is seeking bids for labor, materials, and equipment to perform the following project:

Underwater Stump Removal
RFB 27-1202

Sealed bids for the construction of the Project will **ONLY** be received **electronically at** **www.CivcastUSA.com** by **September 03, 2026, at 2:00 pm** local time. At that time the Bids received will be publicly opened and read at the Sabine River Authority's General Office, 12777 TX-87 Orange, TX 77632.

A non-mandatory pre-bid meeting will be held at the Toledo Bend Division Office at 450 Spur 135 Burkeville, TX, 75932 on **Tuesday, August 25, 2026, at 10:30 a.m.** to make certain that the scope of work is fully understood. All interested parties are requested to attend.

The Sabine River Authority reserves the right to adopt the most advantageous interpretation of the bids submitted in the case of ambiguity or lack of clarity in stating proposal prices, to reject any or all bids, and/or waive any formalities.

Contract documents may be obtained by downloading (1) from www.sratx.org under doing business "bid opportunities" or (2) from CIVCAST USA Website. Hard copies of plans will not be made available for purchase.

Questions regarding contract documents may be emailed to purchasing@sratx.org or directed to Stephanie Stanley at 409.746.2192.

General Information and Instructions

This Request for Bid is to provide labor, materials, and equipment to perform underwater stump removal in the boat lanes on the Texas side of Toledo Bend for the Sabine River Authority of Texas (SRA) Toledo Bend Division Office in Newton County, Texas. A detailed scope of work and specifications are provided later in this package.

Below is the calendar of events associated with this request:

Date	Description
August 13, 2026	First publication date for Notice to Bidders
August 20, 2026	Second publication date for Notice to Bidders
August 25, 2026, at 10:30 a.m.	Pre-Bid Conference at SRA Toledo Bend Division Office 450 Spur 135 Burkeville, TX, 75932
August 27, 2026, at 5:00 p.m.	Last date and time to ask questions or request additional information. Email questions to purchasing@sratx.org
August 28, 2026	Responses to questions distributed as an addendum to the bid package.
September 03, 2026, at 2:00 p.m.	Bids will be opened and read out loud at: SRA Authority General Office 12777 TX-87 Orange, TX, 77632
September 2026	Anticipated time frame for commencement of services

At the Sabine River Authority of Texas, our goal is to purchase goods and services that are determined to be the best value to meet our business needs. We support open, fair, and unrestricted competition in selecting products and services with equal opportunity provided to all qualified parties including small business enterprises, Historically Underutilized Businesses, and Disadvantaged Business enterprises.

Preparation of Bids

Sealed bids shall be prepared and submitted in compliance with the specifications outlined in this Request for Bid package and the Notice to Bidders. All blank places on the Bid Proposal form must be filled in as noted, in ink (except for price extensions and totals), and no changes shall be made in the phraseology of the forms or of the items mentioned therein. No changes shall be made in any prices which may be prescribed for specific bid items.

All lump sum and unit prices must be stated in both words and figures; however, do not extend your unit prices. That function will be performed by SRA. If you extend the unit price bid, the extension amount will be ignored in determining the low bidder.

In case of any discrepancy between the written amounts and the figures, the written amounts shall govern. For those items of the proposal containing two or more alternate materials, equipment, or methods, the Bidder will select the material, equipment, or method bid by crossing out the remaining materials, equipment, or method, or by listing, circling, or checking the selected method if so indicated. Any Bid may be deemed irregular which contains any omission, erasure, alteration, addition, irregularity of any kind, or item not called for, or which does not contain prices set opposite to each of the several items in the Bid Proposal or in which any of the prices are obviously unbalanced or which shall in any manner fail to conform to the conditions set forth in this request for bid. No qualifying statements shall be included in the Bid Proposal, or in an accompanying letter, unless specifically called for. Such statements will be cause for rejection of the Bid.

To be valid, all Bids must be manually signed in ink by an authorized person in the blank space provided on the Bid Proposal form. By such signature, the Bidder agrees to strictly abide by the terms, conditions, and scope of work herein. To ensure consideration, the Bid must be enclosed in a sealed envelope and labeled as described in the Notice to Bidders. The Bid shall be accompanied by the required information as indicated in this Bid package.

Pre-Bid Conference

A Pre-Bid Conference between the SRA, prospective Bidders, suppliers, etc. will be held to make certain that the scope of work is fully understood. To answer questions as a result of the Pre-Bid Conference, an addendum will be issued subsequent thereto. The Pre-Bid Conference will be held at the location and time as identified in the Notice to Bidders and the Bid Package.

Interpretation of Contract Documents, Technical Specifications, and Drawings

Bidders desiring further information or interpretation of the contract documents, technical specifications, and drawings must make request for such information in writing to the purchasing representative. The email address to submit these questions is: purchasing@sratx.org. Such requests should be received five (5) days prior to the date for the Bid opening. The purchasing representative will direct any inquiries to the appropriate SRA personnel, and any answers to such requests will be given in writing to all Bidders, in addendum form, and all addenda will be bound and made a part of the contract. No other explanation or interpretation will be considered official or binding. Should a Bidder find discrepancies in, or omissions from the contract documents, technical specifications, or drawings, or should he be in doubt as to their meaning, he should at once notify the purchasing representative in order that a written addendum may be sent to all Bidders. It is the responsibility of the Bidders to know if they have received all such addenda, complete files of which will be maintained at both the Authority General Office and the Toledo Bend Division Office.

Examination of Contract Documents and Site

In preparation of the Bid for the project, consideration must be taken to examine contract documents, make observations and investigations, and correlate knowledge and observations with the requirements set forth such as:

a. Read the contract documents and related technical data and reports thoroughly. Use the complete set of contract documents in preparing bids. Assume responsibility for errors or misinterpretations resulting from the use of partial or incomplete contract documents.
b. Visit the site to become familiar with general, local, and site conditions that may affect cost, progress, or performance of the work in any manner.
c. Become familiar with federal, state, and local laws, ordinances, rules and regulations affecting cost, progress, or performance of work.

Surveys and investigation reports of latent physical conditions at the site, or conditions or situations affecting the design of the project used in preparing the contract documents are referenced in the supplementary conditions.

a. These reports are available for information only and the SRA does not guarantee their accuracy or that any opinions expressed in the report are correct.
b. Make additional surveys and investigations as necessary to determine the bid price for performance of the work in compliance with the terms of the contract documents before submitting a bid.
c. The cost for these investigations is to be paid by the bidders.

Acknowledge sole responsibility for job site safety, including trench excavation and confined space entry safety, by the submission of a Bid for this project. The submission of a Bid is incontrovertible representation by the Bidder that he has complied with every requirement of this section.

Bid Security

As a guarantee that the Bidder will promptly enter into a contract and execute both performance and payment bonds on the forms included in the contract documents if awarded the contract, the Bidder must meet the following bid security requirements. If the Bid proposal exceeds $50,000 up to $100,000, the Bidder must submit a bid security in the amount of two (2%) percent of the amount of the maximum total bid in the form of a certified or cashier's check. If the Bid exceeds $100,000, the Bidder must submit a bid security in the amount of five (5%) percent of the amount of the maximum total bid in the form of an approved Bidder's Bond underwritten by a surety authorized to conduct business in the State of Texas.

Qualification Statement of Bidder

Bidders must submit documentation within five (5) days of SRA's request to demonstrate that the contractor is qualified by experience and capability of successfully executing the contract within the contract time and for the contract amount. The following information should be included:

a. Qualifications and experience of the Bidders, including key personnel to be assigned to the project.
b. Qualification and experience of subcontractors.
c. Qualifications of manufactures proposed to furnish the principle items of material or equipment.
d. Financial data consisting of audited financial statements for the last five years.
e. Previous experience and present contracts.
f. List of available equipment.
g. Evidence of authority to conduct business in the jurisdiction where the project is located.

The SRA may conduct investigations as considered necessary to establish the responsibility, qualifications, and financial ability of the Bidders, proposed subcontractors, and other persons or organizations to do the work as described. The SRA may reject the Bid of any Bidder who does not meet any such evaluation to our satisfaction.

Conflict of Interest

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local government entity (i.e. Sabine River Authority) must disclose in the Conflicts of Interest Questionnaire Form (CIQ) the person's affiliation or business relationship that might cause a conflict of interest with the local government entity. By law, the CIQ must be filed with the SRA Records Management Officer no later than seven (7) days after the date the person begins contract discussions or negotiations with the SRA, or submits an application or response to a Request for Bids, correspondence, or another writing related to a potential agreement with SRA. Updated Questionnaires must be filed in conformance with Chapter 176.

A copy of the CIQ is attached. If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense under Chapter 176 carries a penalty up to a Class A misdemeanor.

Unit Price and Quantities

The unit price for each of the items in the Bid shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price represents the total bid. Any Bid not conforming to this requirement may be rejected as informal. Special attention is drawn to this condition, as the unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

Unless stated otherwise in this Bid package, the SRA is obligated during the period stipulated to purchase all its normal requirements from the successful Bidder and the Bidder is obligated to supply the quantities which the SRA requires. The quantities stated are given as a general guide for bidding but are not guaranteed amounts, they represent the best estimated usage. The SRA reserves the option to purchase more or less of those services at the Bid price.

Sales Tax

SRA is exempt by law from payment of Texas State Sales and Use Tax Laws and Federal Excise Tax. The Bidder shall not include such taxes in the Bid.

Contract Time

The commencement and completion time for the project shall be as stipulated in the Bid proposal.

Wage Rates and Employment Qualifications

The Bidder's attention is called to the fact that not less than the federally determined prevailing (Davis-Bacon and Related Acts) wage rate as contained in the contract documents must be paid on this project.

Modification or Withdrawal of Bids

Any modifications or withdrawals to Bid submissions which occur prior to the Bid opening can be done upon written request to SRA. Modified Bids must still be submitted before the Bid opening and meet all stated requirements. Modifications cannot be made to any Bid submission after the Bid opening. No Bid may be withdrawn for a period of ninety (90) days after Bid opening, except by mutual consent of SRA and the Bidder.

Time for Receiving Bids

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

Required Bid Response Documents

The following documents are required to be completed and be considered as a responsive bidder to this request for bid.

a. Bid Proposal document completed and signed as described above.
b. Bid Bond
c. Bid Opening Form – This form is to be completed which will be read publicly at the public bid opening.
d. Vendor Compliance to State Law Form
e. Bonding Company Information – Identification of bonding company to be used for performance and payment bonds in the event of being awarded as successful Bidder.
f. Non-Collusion Affidavit
g. Form W-9 Request of Taxpayer Identification Number and Certification
h. Conflict of Interest Questionnaire Form
i. Additional items as stipulated in the request for bid

Opening of Bids

The SRA will, at the time and placed fixed for the opening of Bids, open each Bid and publicly read it aloud, irrespective of any irregularities therein. Bidders and other interested individuals may be present at the public bid reading.

Representation

By executing and submitting a Bid, the Bidder hereby represents and warrants to SRA that the Bidder has read and understands the Bid documents and the Bid is made in accordance with the Bid documents. The Bidder also represents and warrants that the individual submitting the documents made part of the bid response is authorized to sign such documents on behalf of the Bidder and to bind the Bidder under any contract that may result from the submission of the response.

Confidentiality of Documents

The SRA is subject to the Texas Public Information Act (PIA). Any information submitted to the SRA by the Bidder shall be considered non-confidential and available to the public, except as follows:

In the event a Bidder considers a specific portion of their Bid to be confidential and subject to an exception to disclosure under the PIA, such portion must be clearly identified and marked "CONFIDENTIAL". Do not mark an entire proposal confidential, as this is not in conformance with the PIA and is not acceptable. Only the specific portion or portions of the Bid that the Bidder considers to be confidential pursuant to the PIA should be marked. **IF AN ENTIRE BID IS MARKED CONFIDENTIAL, THE SRA WILL NOT TREAT ANY PORTION OF THE BID AS CONFIDENTIAL AND THE BID MAY BE REJECTED AS NON-CONFORMING.** The SRA will honor notations of confidentiality in accordance with this paragraph and decline to release such information initially; however, final determination of whether a particular portion of a Bid may in fact be withheld pursuant to the PIA will be made by the Texas Attorney General or a court of competent jurisdiction.

In the event a public information request is received for a portion of a Bid that has been marked confidential, the SRA will ask the affected Bidder if the information may be released. If the release is agreed to, the SRA shall release the information.

If the release is denied, the matter shall be referred to the Texas Attorney General's Office in accordance with the process set forth in the PIA. The Bidder shall be fully and solely responsible for submitting arguments and evidence within the statutory timeframes to the Texas Attorney General's Office regarding its claim of confidentiality. The SRA will NOT submit arguments on behalf of the Bidder.

The Texas Attorney General's Office shall rule on the matter. In the event that it is determined by opinion of the Texas Attorney General or court of competent jurisdiction that such information may not be withheld, then such information will be made available to the requestor. If it is determined that the information may be withheld, SRA will withhold the information from the requestor.

Pricing information contained in bids or contracts is not considered confidential under the PIA and will be disclosed without making a request to the Texas Attorney General.

Award of Contract

Unless SRA elects to reject all Bids, the contract will be awarded as promptly as possible, consistent with the time required for a thorough analysis of all Bids submitted. Bidders are required to hold bids for the minimum time frame as stipulated in this Request for Bid. The award will be made to the lowest responsive, responsible Bidder or to the Bidder who provides goods or services at the best value for SRA.

In determining the best value for SRA, the following may be considered:

a. The amount bid;
b. Reputation of the bidder and the bidder's goods or services;
c. Quality of the bidder's goods or services;
d. Extent to which the goods or services meet the needs of SRA;
e. Bidder's past relationship with SRA;
f. Total long-term cost to SRA to acquire the bidder's goods or services;
g. Bidder's past experience in performing similar work;
h. Bidder's financial record indicating the stability of the bidder;
i. Bidder's history of successfully completing projects; and
j. Any relevant criteria specifically listed in the request for bids or proposals.

Each Bidder agrees to waive any claim it has or may have against the Owner, Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any Bid.

Final Resolutions of Disputes

All disputes arising under this contractor or its interpretation except those disputes covered by Federal Labor Standards provisions whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall, within ten (10) days of commencement of the dispute, be presented by the Contractor to the Owner for decision. Any claim not presented within the time limited specified in this paragraph shall be deemed to have been waived, except that if the claim is of continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten days prior to the receipt of the Owner.

The contractor shall submit in detail his claim and his proof thereof. If the contractor does not agree with any decision of the Owner, he shall in no case allow the dispute to delay the work but shall notify the Owner promptly that he is proceeding with the work under protest. Venue for disputes shall be exclusively in Orange County, Texas and none other.

Execution of Agreement

Upon award to the successful Bidder, the following conditions and requirements are part of the execution of the agreement by the Contractor as specified herein.

Insurance Requirements

The Contractor shall, at their sole expense, maintain insurance coverage as outlined in the General Conditions. The Contractor must provide proof of the required insurance coverage and obtain approval from SRA prior to entering into the contract.

Performance and Payment Bonds

The Contractor must provide performance and payment bonds for this contract as stated herein.

Performance Bond: By State statute, local governments must require a performance bond from all contractors where such contracts involve construction, alteration, or repair of buildings or other public works projects in excess of $100,000.00. Such bonds must be executed by a corporate surety authorized to do business in the State of Texas in accordance with Article 7.19-1 Bond of Surety Company; Chapter 7 of the Insurance Code, must be for not less than one-hundred percent (100%) of the contract price, and remain in effect for one year beyond the date of acceptance by the Owner. Performance bonds are conditioned upon "the faithful performance of the work in accordance with the drawings, specifications, and contract documents". These are in effect performance guarantees to assure completion of construction. These bonds are solely for the protection of the Owner.

Payment Bond: A payment bond is one executed in connection with a contract (construction, alteration, or repair) to assure payment as required by law to all persons supplying labor and materials in the execution of work provided for in the contract. These bonds are required solely for the protection of all such claimants. These, like performance bonds, must be issued by a State approved corporate surety in accordance with Article 7.19-1 Bond of Surety Company; Chapter 7 of the Insurance Code, must also be for not less than one hundred percent (100%) of the contract price, and remain in effect for one year beyond the date of acceptance by the Owner. The $25,000.00 State requirement (i.e., all contracts over that amount will require the Owner to have one hundred percent (100%) payment bonds) is also the same.

Failure of the successful Bidder to execute such an Agreement and to supply the required bonds within ten days after the prescribed forms are presented for signature, or within such extended period as the Owner may grant, based upon reasons determined sufficient by the Owner shall constitute a default, and the Owner may either award the Contract to the next lowest responsible Bidder or re-advertise for bids, and may charge against the Bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, up to the amount of the Bid Bond. If a more favorable bid is received by re-advertising, the defaulting Bidder shall have no claim against the Owner for a refund.

Equal Opportunity

Sabine River Authority provides for equal opportunity for all qualified parties including Veteran Owned Business. If your organization or any associated sub-contractor on the project area is a certified Veteran Owned Business with the State of Texas, please submit documentation of the certified organization, including description of the work, percentage of the contract expected to be completed, and the certification number.

Executed Documents

Agreement and Bonds will be prepared in not more than six counterpart (original signed) sets. SRA will furnish Contractor three sets of conforming contract documents, technical specifications, and drawings free of charge. Any additional sets will be obtained at commercial reproduction rates.

Request for Bids – Scope of Work
Toledo Bend Underwater Stump Removal
RFB #27-1202

General

Furnish all labor, materials, tools, and equipment to remove underwater stumps.

Scope of Services

Work shall conform with the provisions of the General Conditions, the Special Conditions of the Agreement, the Bid, and the Agreement. The work to be performed is described in general, non-inclusive terms and includes furnishing all labor, materials, and equipment necessary to complete project. This contract shall provide for underwater stump removal for the Sabine River Authority of Texas (SRA) at the Toledo Bend Division Office in Newton County, Texas.

General Specifications for the Underwater Stump Removal:

In preparing a bid the following specifications shall apply:

- Stumps are to be cut to a minimum of 160' msl elevation.

- Assuming cut stumps sink to the bottom of the reservoir, they will be allowed to do so with no further effort required.

- Should a cut stump float, it must be collected and bundled and SRA forces will assist in removing any cut "floaters" from the reservoir.

- Upon completion provide SRA a GIS shape file indicating the exact position of every stump that was cut.

Location maps are included with this scope of work to identify areas that the SRA has identified for the removal programs. These are reference locations only for bid purposes, and locations may be added or revised during construction. More detailed information will be provided at the time of construction.

Bidder shall include with the proposal a detailed description of its process for locating, cutting and removing the stumps.

TECHNICAL SPECIFICATIONS

PART 1 – SCOPE OF WORK

1.1 General Statement

1.1.1 It is the intent of the Contract Documents to describe to the Contractor the complete work to be performed under this contract, and to briefly set forth the minimum requirements for materials, equipment, labor, and workmanship which are considered essential to meet design requirements and the desired end product which are compatible with accepted standards for this type of work.

1.1.2 It is also the intent of the Contract Documents, to define the scope, configuration, and quality of the completed project. The Contractor shall clearly understand, and he agrees, that any and all items of work required for the project shall be completed in a workmanlike manner by skilled and competent workmen, in the scope indicated and as intended by the Owner.

1.2 Project Location & Details

1.2.1 The project staging area will be at various locations along the shoreline of Toledo Bend Reservoir and/or the Sabine River Authority of Texas – Hemphill Shop located at 2699 Palo Gaucho Crossing, Hemphill TX 75948.

1.2.2 The purpose of this project is to locate and remove wood tree stumps and submerged debris from the Texas side boat lanes at Toledo Bend Reservoir. The boat lanes are marked with floating buoys which are maintained by SRA personnel. The contractor shall cut and remove tree stumps to the minimum depth of 160'msl (or 12 feet below current lake level, whichever is greater) in boat lanes identified by SRA.

1.2.3 The contractor shall submit a unit price bid (per each stump) to remove tree stumps within the identified areas of the Toledo Bend boat lanes on the Texas side. Final quantities of tree stumps removed may be adjusted up or down in accordance with the total contract budget costs. The contractor should include in his fixed bid price all costs for the equipment, fuel, and manpower according to the estimated quantities. The Owner reserves the right to change the scope of work or project duration as necessary based upon the funds available for the project. It is anticipated that this project will be completed in **150 working days**.

1.2.4 The contractor shall coordinate and perform all work on this project with SRA personnel so that access to the reservoir's facilities is maintained at all times. The existing TBD Hemphill facilities may be used as a weekend staging area for equipment used in the stump removal operation. The Contractor shall provide all fuel and lubricants as necessary to operate any floating barges with cranes or marine vessels that are to be used for the project. Contractor shall provide all equipment necessary for fueling operations for this project. Contractor shall be allowed to moor barge and equipment ON THE NEAREST TEXAS BANK, THAT IS NOT PRIVATELY OWNED or LEASED. The barge and equipment shall be secured and anchored, and Contractor shall assume all liabilities for the equipment being unattended overnight.

1.2.5 The project involves clearing the wood tree stumps and miscellaneous floating wood debris from the boat lanes on the western shoreline (Texas side) of Toledo Bend Reservoir.

1.2.6 The equipment used for this project must be capable of cutting off the stumps in deep water to the depth of minimum 160' msl elevation, which is 12' below the conservation pool elevation of 172' msl. The cutting system utilized shall not disturb the bottom of the lake –root balls at the lake bottom to remain.

1.2.7 SRA will identify the boat lanes in which the Contractor is to locate and remove tree stumps. SRA will provide the Contractor with a GIS-capable GPS mapping device, which the Contractor shall use to record the exact location of every stump cut. The number of stumps removed shall be tallied and logged daily throughout the project. Upon completion of the project, the Contractor shall return the GPS mapping device to SRA with all recorded stump locations intact.

1.2.8 The contractor is expected to perform at a removal rate of minimum 150 tree stumps per day to complete the work within the project's schedule. Time is of the essence to complete the stump removal work prior to the reservoir filling to full pool elevation over the next few months. The successful Contractor will be expected to begin work as soon as possible and complete the project in a timely manner.

BID PROPOSAL
Toledo Bend Underwater Stump Removal
RFB #27-1202

Place: Burkeville, Texas

Date: _____

Proposal of _____

_____ hereinafter called Bidder, (a corporation organized under the laws of the State of _____) (partnership consisting of _____) (a proprietorship) (strike out inapplicable references).

To: Sabine River Authority of Texas, Orange County, Texas; (hereinafter called Owner):

The Bidder, in compliance with your request for proposals for the herein referenced construction, having examined the contract documents, drawings and related documents and being familiar with all of the conditions surrounding the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" from the Owner and to fully complete the project within **150** consecutive calendar days thereafter as stipulated in the contract documents. Bidder further agrees to pay as liquidated damages the sum of **$300** for each consecutive calendar day thereafter as provided.

Bidder acknowledges receipt of the following addenda:

Addendum No. 1 dated _____, _____ Received _____,
Addendum No. 2 dated _____, _____ Received _____,
Addendum No. 3 dated _____, _____ Received _____,
Addendum No. 4 dated _____, _____ Received _____,
Addendum No. 5 dated _____, _____ Received _____, _____

Base Proposal: Bidder agrees to perform all the improvements and related items described in the specifications and shown on the drawings for the sum of the following unit prices and lump sum prices:

Bidder agrees that if the contract is awarded to him, he will secure proper compliance with the terms and provisions of the contract, to insure and guarantee the work until final completion and acceptance, and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract.

Bidder represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Bid with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Bid and any resulting contract.

Bidder certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final and agrees that in the event of discrepancy between words and figures for any price, the words shall control.

The Bidder represents to the Owner as follows:

(1) That he has personally examined and verified the bid, together with all figures, work papers, and other data that were used in preparing this bid, and that he finds them in all things correct and that the bid is full, complete, and correct in every respect;

(2) That if the Owner accepts his bid and awards the contract to him, that he, or the person or corporation for whom he is acting will execute a contract and will perform the work in accordance with the contract documents upon which the bid is based.

(3) That he will comply with and will cause all subcontractors to comply with the requirement of Chapter 2258, Subchapter B, of the Local Government Code to compensate workers at not less than the federally determined prevailing wage rates.

BID PROPOSAL
Toledo Bend Underwater Stump Removal
RFB #27-1202

Item	Quantity	Unit	Description	Unit Price	Total Price
BASE BID ITEMS					
1.	1	LS	**Mobilization/Demobilization** cost, including payment bond, performance bond, insurance, and moving equipment to project, all in strict accordance with plans and specifications; NOT TO EXCEED 3% OF TOTAL PROJECT BID for, DOLLARS CENTS Lump Sum	$	$ *
2.	22,000	EA	**Locate, cut, and remove each stump** including equipment, materials and labor all in strict accordance with plans and specifications for, DOLLARS CENTS	$	$ *
ADDITIVE ITEMS					
3.	2,000	EA	**Locate, cut, and remove each stump** including equipment, materials and labor all in strict accordance with plans and specifications for, DOLLARS CENTS Unit Price	$	$ *

BID PROPOSAL
Toledo Bend Underwater Stump Removal
RFB #27-1202

Total Base Bid:
(To be calculated by Owner and/or Engineer. Bidder to complete Bid Opening Sheet)
_____ ($_____).
(Amount shall 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, materials, tools, equipment, supervision, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

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

The bidder agrees that his bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Upon receipt of Owner's written acceptance of this bid, Bidder will execute the formal contract within 15 days and deliver Bonds and Insurance as required under the General Conditions.

Seal & Authorization
(If Corporation)

By: _____

Title: _____

Mailing Address: _____

Street Address: _____

City, State, Zip: _____

County: _____

Phone: _____

Bidder shall supply the following information for each principal in the firm:

Name:	
Mailing Address:	
City, State, Zip Code:	
Social Security Number:	
Name:	
Mailing Address:	
City, State, Zip Code:	
Social Security Number:	
Name:	
Mailing Address:	
City, State, Zip Code:	
Social Security Number:	
Name:	
Mailing Address:	
City, State, Zip Code:	
Social Security Number:	
Name:	
Mailing Address:	
City, State, Zip Code:	
Social Security Number:	
Name:	
Mailing Address:	
City, State, Zip Code:	
Social Security Number:	

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS,

That we, _____
as Principal, and _____
as Surety, are held firmly bound unto the Sabine River Authority of Texas, hereinafter called OWNER, in the penal sum of_____dollars, ($_____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS the Principal has submitted a Bid for the work described as follows:

Toledo Bend
Underwater Stump Removal
RFB #27-1202

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 therefor, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner 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 Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be null and void, otherwise to remain in full force and effect.

IN WITNESS THEREOF, the above-bounded parities have executed this instrument under their several seals this_____day of_____, 20_, the name and corporate seal of each corporate party being hereto affixed and these Presents duly signed by its undersigned representative, pursuant to authority of its governing body.

_____
(Principal)

_____
(Business Address)

_____

Witness:_____ By_____Affix Corporate Seal

Title_____

_____
(Corporate Surety)

_____
(Address)

_____

Witness:_____ By_____Affix Corporate Seal

Title_____

(Power-of-attorney for person signing for Surety Company must be attached to bond.)

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.

_____Affix Corporate Seal

BID OPENING

In the space provided below, enter your total Base Bid amount for this project. Only this figure will be read publicly at the public bid opening.

It is understood and agreed by the bidder in signing the proposal that the total bid amount entered below is not binding on either the bidder or the Owner. It is further agreed that the official total bid amount for this proposal will be determined by multiplying the unit prices for each unit price pay item by the respective estimated quantities shown in this proposal, and then totaling all of the extended amounts plus the amounts bid for all lump sum items.

Project: Toledo Bend Division

RFB #27-1202

Underwater Stump Removal

Owner: Sabine River Authority of Texas

Orange County, Texas

$ _____

Total Base Bid Amount (Item 1-2)

_____

Name of Bidder

VENDOR COMPLIANCE TO STATE LAW

Chapter 2252.002, of the Texas Government Code applies to the award of government contract to non-resident bidders. This law provides that:

> "A government entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is less than the greater of the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located
>
> "Nonresident Bidder" refers to a person who is not a resident of Texas
>
> "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Check the statement that is correct for Bidder.

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

[_] Non-resident bidders in _____ (give state), our principal place of business, are not required to underbid resident bidders.

[_] Our principal place of business or corporate offices is in the State of Texas.

BIDDER:

By: _____

Signature: _____

Title: _____

Address: _____

_____

BONDING COMPANY INFORMATION

The following person, firm, or corporation has agreed to execute the required payment and performance bonds in the event this contract is awarded to the bidder:

Name of Surety: _____

Mailing Address: _____

City, State, Zip: _____

Telephone Number: _____

Is surety authorized to operate in Texas? _____

Is surety aware of size of project? _____

Does surety have adequate authorization and resources to cover bonds for the amount of this contract? _____

Rating from Best's Key Rating Guide _____

Project: **Toledo Bend Division**
Underwater Stump Removal
RFB #27-1202

_____
Name of Bidder

NON-COLLUSION AFFIDAVIT
FOR PRIME CONTRACTOR

State of_____)
) ss.
County of_____)

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

(1) He is_____of
, the Bidder that has submitted the referenced Bid;

(2) He is fully informed respecting the preparation and contents of the referenced Bid submitted to (Owner) in connection with (name of contract), and of pertinent circumstances respecting such Bid;

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

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with such Contract, or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the referenced Bid or in the Bid of any other bidder, or to fix an overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the (Owner) or any person interested in the proposed Contract; and

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

(Signed)_____.
_____.
Title .

Subscribed and sworn to before me bythe said_____on this_____day of_____, 20____.

By:_____.
Notary Public

_____ County,_____ [Notary Seal]

My commission expires_____, 20_____.

NON-COLLUSION AFFIDAVIT
FOR PROPOSED SUBCONTRACTOR

State of_____)
) ss.
County of_____)

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

(1) He is_____of_____,
hereinafter referred to as the "Subcontractor";

(2) He is fully informed respecting the preparation and contents of the subcontractor's Proposal submitted by the subcontractor to_____, the Contractor for certain work in connection with_____(name of contract), for_____(Owner);

(3) Such subcontractor's Proposal is genuine and is not a collusive or sham proposal;

(4) Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with such Contract, or to refrain from submitting a Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in said subcontractor's Proposal or any other subcontractor's proposal, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the (Owner) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)_____.

_____.
Title .

Subscribed and sworn to before me by the said
on this_____day of_____, 20____.

By:
Notary Public
_____ County,_____ [Notary Seal]

My commission expires_____, 20_____.

later.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form **if** it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership , corporation , company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions , rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI),) list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered **on** the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (OBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or OBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or OBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, OBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF **the entity/person on line 1 is a(n) ...**	**THEN check the box for** ...
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1- An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2- The United States or any of its agencies or instrumentalities

3-A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4-A foreign government or any of its political subdivisions, agencies, or instrumentalities

5-A corporation

6-A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7-A futures commission merchant registered with the Commodity Futures Trading Commission

8-A real estate investment trust

9-An entity registered at all times during the tax year under the Investment Company Act of 1940

10-A common trust fund operated by a bank under section 584(a)

11 -A financial institution

12-A middleman known in the investment community as a nominee or custodian

13-A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF **the payment is for** ...	**THEN the payment is exempt for ...**
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees **1** through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(1), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A-An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B- The United States or any of its agencies or instrumentalities

C-A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D-A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E-A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F-A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G-A real estate investment trust

H-A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I-A common trust fund as defined in section 584(a)

J-A bank as defined in section 581

K-A broker

L-A trust exempt from tax under section 664 or described in section 4947(a)(1)

M-A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NE\N at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Fonns* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderFonns* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services Including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mort gage interest paid by you, acquisition or abandonment of **secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A),** IRA, Coverdell ESA, Archer **MSA** or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	Th e actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor'
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership ormulti-member LLC	The partnership
13. Abroker or registerednominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school distnct, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1009 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN Qf you ha ve one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by id entity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem , or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance . You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/compfaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

PREVAILING WAGE RATES
Newton County, Texas – Construction (TX190)

"General Decision Number: TX20260213 05/18/2026

State: Texas

Construction Types: Building

Counties: Texas Counties of

Lee, Limestone, Newton, San Augustine,

Shelby and Washington

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

ASBE0021-007 06/01/2025

	Rates	Fringes
HEAT AND FROST INSULATOR/ASBESTOS WORKER (LIMESTONE, SAN AUGUSTINE, AND SHELBY COUNTIES)	$ 33.23	7.52

ASBE0022-003 07/01/2024

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR	$ 30.20	12.38

ASBE0053-002 09/02/2024

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (NEWTON COUNTY)	$ 32.66	9.86

ASBE0087-005 06/02/2025

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (LEE COUNTY)	$ 30.50	8.89

BOIL0074-007 01/01/2025

	Rates	Fringes
BOILERMAKER (LEE, LIMESTONE, AND WASHINGTON COUNTIES)	$ 33.17	24.92

BOIL0132-004 01/01/2025

	Rates	Fringes
BOILERMAKER (NEWTON, SAN AUGUSTINE, AND SHELBY COUNTIES)	$ 33.17	24.92

CARP0551-007 04/01/2025

	Rates	Fringes
CARPENTER (FORM WORK ONLY)	$ 33.27	9.73

IRON0084-004 06/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING (WASHINGTON COUNTY)	$ 28.26	8.13

IRON0135-003 09/01/2022

	Rates	Fringes
IRONWORKER, REINFORCING AND STRUCTURAL (NEWTON AND SAN AUGUSTINE COUNTIES)	$ 34.35	14.44

IRON0263-024 06/01/2025

	Rates	Fringes
IRONWORKER, REINFORCING AND STRUCTURAL (SHELBY		

COUNTY).....$ 29.64 8.43

IRON0482-010 06/01/2025

Rates Fringes

IRONWORKER, STRUCTURAL AND REINFORCING (LEE AND

LIMESTONE COUNTIES).....$ 28.30 8.23

LABO0154-005 05/01/2024

Rates Fringes

LABORERS: MASON TENDER - CEMENT/CONCRETE (LEE

COUNTY).....$ 25.27 9.57

LABO0154-019 06/01/2024

Rates Fringes

LABORERS: MASON TENDER - CEMENT/CONCRETE (NEWTON,

SAN AUGUSTINE, AND WASHINGTON COUNTIES).....$ 25.27 9.57

LABO0154-025 05/01/2024

Rates Fringes

LABORERS: MASON TENDER - CEMENT/CONCRETE (LIMESTONE

AND SHELBY COUNTIES).....$ 25.27 9.57

PLUM0068-005 10/01/2024

	Rates	Fringes
PLUMBER (NEWTON, SAN AUGUSTINE, & SHELBY COUNTIES)	$ 39.98	11.61
PLUMBER (LEE & WASHINGTON COUNTIES)	$ 39.98	11.61

PLUM0100-007 11/01/2024

	Rates	Fringes
PLUMBER (SAN AUGUSTINE & SHELBY COUNTIES)	$ 39.76	14.04

PLUM0529-003 10/01/2024

	Rates	Fringes
PLUMBER (LIMESTONE COUNTY)	$ 32.85	12.74

SUTX2009-100 04/20/2009

	Rates	Fringes
TRUCK DRIVER	$ 10.68	0.34
TILE SETTER	$ 15.00	0.00
SHEET METAL WORKER	$ 17.00	0.00
ROOFER	$ 13.64	1.80
PAINTER: BRUSH, ROLLER AND SPRAY	$ 11.75	0.00
OPERATOR: LOADER (FRONT END)	$ 10.54	0.00
OPERATOR: FORKLIFT	$ 14.58	0.00
OPERATOR: CRANE	$ 21.33	0.00
OPERATOR: BULLDOZER	$ 13.00	0.35

OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE.....$ 14.67 0.47

LABORER: MORTAR MIXER.....$ 12.00 0.00

LABORER: MASON TENDER - BRICK.....$ 12.02 0.00

LABORER: LANDSCAPE & IRRIGATION.....$ 8.50 0.22

LABORER: COMMON OR GENERAL.....$ 9.24 0.00

ELECTRICIAN.....$ 18.06 4.87

DRYWALL HANGER.....$ 13.89 1.00

CEMENT MASON/CONCRETE FINISHER.....$ 12.09 0.00

CARPENTER, INCLUDES ACOUSTICAL CEILING
INSTALLATION, BATT INSULATION, AND METAL STUD
INSTALLATION (EXCLUDES DRYWALL HANGING, AND FORM
WORK).....$ 15.13 2.63

BRICKLAYER.....$ 18.00 0.00

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than SU , UAVG , SA , or SC denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated

rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The SU identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this

classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

SU wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The SA identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an

internal number used in producing the wage determination.

The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination

b) an existing published wage determination

c) an initial WHD letter setting forth a position on a wage determination matter

d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be

directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION

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SPECIAL PROVISION No. 1 GENERAL CONDITIONS

The following revisions are hereby made and shall be incorporated into the contract:

1. Special Provisions

Insurance – The following coverages shall be added to the project:

Workers' Compensation insurance according to applicable state and federal laws and regulations, including occupational disease coverage. If the performance of this Agreement or any Work Order requires the use of watercraft or is performed over water, Contractor shall provide insurance coverage, with territorial limits extended to include the areas of operation under this Agreement or any Work Order, for liability under the U.S. Longshoreman and Harbor Workers' Compensation Act, the Outer Continental Shelf Lands Act, Death on the High Seas Act, and liability for admiralty benefits and damages under the Jones Act and general maritime law, with limits of not less than $1,000,000 per person and $1,000,000 per occurrence. Such coverage shall further provide that a claim "in rem" shall be treated as a claim "in persona."

General Liability insurance, coverage shall delete all exclusions for watercraft and pollution.

If the performance of this Agreement or any Work Order requires the use of watercraft, Contractor shall carry or require the owners of the watercraft to carry:

(1) Hull and Machinery insurance (including Collision Liability) in an amount not less than the market value of the watercraft, and

(2) Protection and Indemnity Insurance in an amount not less than the market value of the watercraft or $1,000,000, whichever is greater. Both of such insurance coverages shall provide adequate navigation limits to cover the work to be performed hereunder and shall have the Charterer's and/or Owner's Limitation Clause deleted.

GENERAL CONDITIONS

2. Definitions

Whenever used in any of the contract Documents, the following meanings shall be given to the terms here in defined:

a) The term "Contract" means the Contract executed between the **Sabine River Authority of Texas** hereinafter called the Owner and _____, hereinafter called Contractor, of which these General Conditions, form a part.

b) The term "Project Area" means the area within which are the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.

c) The term "Engineer" means the Owner's Engineer in charge, serving the Owner with architectural or engineering services, his successor, or any other person or persons, employed by the Owner for the purpose of directing or having in charge the work embraced in this Contract.

d) The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Special Conditions, Technical Specifications, and Drawings.

3. Supervision By Contractor

a) Except where the Contractor is an individual and gives his personal supervision to the work, the Contractor shall provide a competent superintendent, satisfactory to the Owner and the Engineer, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.

b) The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

4. Subcontracts

a) The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he has verified the subcontractor is acceptable with the Owner.

b) No proposed subcontractor shall be disapproved by the Owner except for cause.

c) The Contractor shall be fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.

d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work and required compliance by each subcontractor with the applicable provisions of the Contract.

e) Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Owner.

5. Payments to Contractor

a) Partial Payments

- The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Owner for his approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) retainage and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Engineer.

- The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Owner. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this contract complete and satisfactory to the Owner in all details.

- Retainage shall be ten percent (10%) of the amount otherwise due until at least fifty percent of the work has been completed. After the project is fifty percent completed, and the Owner finds that satisfactory progress is being made, then the Owner may authorize any of the remaining progress payments to be made in full. The Owner is not obligated to pay interest earned on the first 50% of work completed (Texas Water Code 49.276(d))

- Monthly or partial payments made by the Owner to the Contractor are moneys advanced for the purpose of assisting the Contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Owner. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Owner in alldetails.

b) Final Payment

- After final inspection and acceptance by the Owner of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments.

- The Owner before paying the final estimate shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Owner deems it necessary in order to protect its interest. The Owner may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments made

shall in no way impair the obligations of any surety or sureties furnished under this Contract.

- Any amount due the Owner under Liquidated Damages, shall be deducted from the final payment due the contractor.

c) Payments Subject to Submission of Certificates

Each payment to the Contractor by the Owner shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors.

d) Withholding Payments

The Owner may withhold from any payment due the Contractor whatever is deemed necessary to protect the Owner, and if so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Owner and will not require the Owner to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any moneys for their protection unless the Owner elects to do so. The failure or refusal of the Owner to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

6. Progress and Payment Schedule

The Contractor shall submit for approval immediately after execution of the Agreement, a carefully prepared Progress Schedule, showing the proposed dates of starting and completing each of the various sections of the work and the accumulated percent of progress each month.

7. Changes in the Work

a) The Owner may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.

b) Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Owner authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.

c) If applicable unit prices are contained in the Agreement, the Owner may order the Contractor to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) in accordance with Chapter 49.273(i) of the Texas Water Code.

d) Contractor acknowledges and agrees that the adjustments in contract price and/or contact time stipulated in a Change Order represent full compensation for all increases or decreases in the cost of, or the time required to perform the entire work under the Contract, arising directly or indirectly from such Change Order. Acceptance of this waiver constitutes an agreement between the Owner and Contractor that each Change Order represents an all-inclusive, mutually agreed on adjustment to the Contract, and the Contractor will waive all rights to file a claim on Change Orders after they are properly executed.

e) Each change order shall include in its final form:
- A detailed description of the change in the work.
- The Contractor's proposal (if any) or a confirmed copy thereof.
- A definite statement as to the resulting change in the contract price and/or time.
- The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.
- The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.

8. Claims for Extra Cost

a) If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Owner, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

b) Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.

c) Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall be reported at once to the Owner and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Owner.

d) If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

9. Termination, Delays, and Liquidated Damages

a) Right of the Owner to Terminate Contract.

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract. The notices shall contain the reasons for such intention to terminate the contract, and unless such violation or delay shall cease, and satisfactory arrangement of correction be made within ten days, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor. The Surety shall have the right to take over and perform the contract. Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the

mailing to such Surety of notice of termination, the Owner may take over the work and complete the project by bid/contract or by force account at the expense of the Contractor and his Surety shall be liable to the Owner for any excess cost incurred. In such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

b) Liquidated Damages for Delays.

If the work is not completed within the time stipulated in the applicable bid for Lump Sum or Unit Price Contract provided, the Contractor shall pay to the Owner as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of **$ 300** for each calendar day of delay, until the work is completed. The Contractor and his sureties shall be liable to the Owner for the amount thereof.

c) Excusable Delays.

- The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:
- Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
- Any acts of the Owner;
- Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.
- Provided, however, that the Contractor promptly notifies the Owner within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Owner shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

10. Contract Period

The Contractor shall commence work within ten (10) days after ordered to proceed and shall prosecute the work systematically and energetically so that all of his work will be completed within **150 consecutive calendar days thereafter.**

The Engineer, on reasonable notice in writing to the Contractor may stop any portion of the work, if in his judgment, the weather or other conditions, such as labor troubles, poor materials, improper construction methods, noncompliance with plans and specifications, prevent the work from being properly done.

For delays occasioned by any act, neglect or default of the Owner, the Owner shall not be held liable for damages on account thereof, but an extension of time shall be granted to the Contractor for the completion of this contract, equivalent to the delays so caused.

11. Assignment or Novation

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Owner; provided, however, that assignments to banks or other financial institutions may be made without the consent of the Owner. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

12. Disputes

a) All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR STANDARDS PROVISIONS whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall, within ten (10) days of commencement of the dispute, be presented by the Contractor to the Owner for decision. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt of the Owner.

b) The Contractor shall submit in detail his claim and his proof thereof.

c) If the Contractor does not agree with any decision of the Owner, he shall in no case allow the dispute to delay the work but shall notify the Owner promptly that he is proceeding with the work under protest.

13. Technical Specifications and Drawings

Anything mentioned in the Technical Specifications and not shown on the Drawings or vice versa, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the Owner, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

14. Requests for Supplementary Information

It shall be the responsibility of the Contractor to make timely requests of the Owner for any additional information not already in his possession which should be furnished by the Owner under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall

be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provision of this section.

15. Materials and Workmanship

a) Unless otherwise specifically provided for in the technical specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the technical specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.

b) The Contractor shall furnish to the Owner for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval full information concerning all other materials or articles which he proposes to incorporate.

c) Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

d) 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.

e) The Owner may require the Contractor to dismiss from the work such employee or employees as the Owner or the Engineer may deem incompetent, or careless, or insubordinate.

16. Samples, Certificates and Tests

a) The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.

b) Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in making a prompt decision regarding the acceptability of the sample. It shall also include the statement that all materials or equipment furnished for use in the project will

comply with the samples and/or certified statements.

c) Approval of any materials shall be general only and shall not constitute a waiver of the Owner'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. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

17. Permits and Codes

a) The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the drawings and technical specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Owner. Where the requirements of the drawings and technical specifications fail to comply with such applicable ordinances or codes, the Owner will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

b) Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the drawings and technical specifications), the Contractor shall remove such work without cost to the Owner.

c) The Contractor shall at his own expense, secure and pay for all permits for street pavement, sidewalks, shed, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.

d) The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements contained in this Contract.

e) The Contractor will be required to make arrangements for and pay the water, electrical power, or any other utilities required during construction.

f) During construction of this project, the Contractor shall use every means possible to control the amount of dust created by construction. Prior to the close of a day's work, the Contractor, if directed by the Owner, shall moisten the ground and surrounding area to prevent a dusty condition.

18. Care of Work

a) The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

b) The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.

c) In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Owner.

d) The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.

e) The Contractor shall shore up, brace, underpin, secure, and protect as maybe necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements included in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property Owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Owner from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Owner may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

19. Accident Prevention

a) No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.

b) The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.

c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Owner with reports concerning these matters.

d) The Contractor shall indemnify and save harmless the Owner from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have

been suffered by any person as a result of any work conducted under this contract.

e) The Contractor shall provide trench safety for all excavations more than five feet deep prior to excavation. House Bill 1569 concerning trench safety legislation are made a part of these contract documents for Contractor's reference. All OSHA Standards for trench safety must be adhered to by the Contractor.

f) The Contractor shall at all-time conduct his work in such a manner as to insure the least possible inconvenience to vehicular and pedestrian traffic. At the close of the work each day, all streets where possible in the opinion of the city/county, shall be opened to the public in order that persons living in the area may have access to their homes or businesses by the use of the streets. Barricades, warning signs, and necessary lighting shall be provided to the satisfaction of the Owner at the expense of the Contractor.

20. Use of Premises

a) The Contractor shall confine his equipment, storage of materials, and construction operations to the contract limits as shown on the drawings and as prescribed by ordinances or permits, or as may be desired by the Owner, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.

b) The Contractor shall comply with all reasonable instructions of the Owner and all existing state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

21. Removal of Debris, Cleaning, Etc.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for work, and put the whole site of the work and public rights of way in a neat and clean condition.

22. Inspection

a) All materials and workmanship shall be subject to inspection, examination, or test by the Owner and Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The Owner shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Owner may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any Monies which may be due the Contractor, without prejudice to any other rights or remedies of the Owner.

b) The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the Owner will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the technical specifications.

c) The Contractor shall notify the Owner sufficiently in advance of back filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Owner, the Contractor shall uncover for inspection and recover such facilities at his own expense, when so requested by the Owner.

d) Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

e) Inspection of materials and appurtenances to be incorporated in the improvements included in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the technical specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.

f) Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Owner or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

23. Review by Owner

The Owner and its authorized representatives and agents shall have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the Contractor only by the Owner through its authorized representatives or agents.

24. Final Inspection

When the Improvements included in this Contract are substantially completed, the Contractor shall notify the Owner in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The Owner will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable.

25. Deduction for Uncorrected Work

If the Owner deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Owner and subject to settlement, in case of dispute, as herein provided.

26. Insurance

a) The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner.

b) Worker's Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance as required by the State of Texas for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance.

c) Comprehensive General Liability Insurance: including products/completed operation with limits of liability of not less than **$1,000,000** combined single limit Bodily Injury and Property Damage.

d) Automobile Liability Insurance: including non-owned and hired vehicle coverage limits of liability of not less than: Bodily Injury **$1,000,000** each person, **$1,000,000** each occurrence: Property Damage **$1,000,000** each occurrence, combined limit **$2,000,000**.

e) Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the following amounts:
$**1,000,000**, $**1,000,000**, $**1,000,000**.

f) The Sabine River Authority of Texas shall be listed as additional insured on all insurance. Provide a waiver of subrogation in favor of the Sabine River Authority on all policies.

g) Proof of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the Owner."

h) Indemnification: The Contractor shall indemnify and hold harmless the Owner and the Engineer from any and all claims, causes of actions, and damages of every kind, for injury to or death of any person and damages to property arising out of the construction of said improvements or the operations embraced by this contract or the use of the premises upon which the improvements under this contract are to be constructed, and including acts or omissions of the Owner or the Engineer in connection with said improvements.

27. Warranty of Title

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest is retained by the seller or supplier. The Contractor shall warrant

good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed by him to the Owner free from any claims, liens, or charges. Neither the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

28. Warranty of Workmanship and Materials

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements included in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. Furthermore, if any work is found to be defective, the Contractor shall promptly, without cost to Owner and in accordance with the Owner's written instructions, either correct such defective work, or, if it has been rejected by Owner remove it from the site and replace it with non- defective work. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting there from which shall appear within a period of (**12**) months from the date of final acceptance of the work.

If the Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective work corrected or the rejected work removed and replaced, and all direct, indirect and consequential cost of such removal and replacement, including but not limited to fees and charges of architects, engineers, attorneys and other professionals, shall be paid by the Contractor.

29. Equal Employment Opportunity

a) The Contractor will not discriminate against any employee or the applicant for employment because of race, color, religion, sex, 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, or national origin. Such action shall include, but not be limited to the following: employment, promotion, 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 by the Owner.

b) 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 consideration for employment without regard to race, color, religion, sex, or national origin.

c) The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d) The Contractor shall take affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions.

e) Contractors are encouraged to participate in voluntary associations which assist in fulfilling their affirmative action obligations.

f) The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority.

g) The Contractor shall not use the affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

h) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts.

i) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

30. Job Offices

a) The Contractor and his subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The Owner shall be consulted with regard to locations. Readily accessible copies of the contract documents shall be kept with the project's superintendent and at such other points on the job as the Owner may designate. Telephone services shall be maintained by the Contractor with an answering machine or answering service for receiving messages from the Owner.

b) Upon completion of the improvements, or as directed by the Owner, the Contractors shall remove all such temporary structures and facilities from the site, and leave the site of the work in the condition required by the Contract.

31. Sanitary Facilities

The Contractor shall furnish, install and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

32. Partial Use of Site Improvements

a) The Owner may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the technical specifications and if in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodation for which it was intended, provided:

b) The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.

c) The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.

d) The period of guarantee stipulated in the Section 28 hereof shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

33. Subsurface Information

Prior to bidding, bidders may make their own subsurface investigations under time schedule and arrangements approved in advance by the Owner. The Contractor shall determine to his satisfaction the subsoil conditions and their effect on the required construction and shall complete the work as required without additional cost to the Owner.

34. Construction Stakes

The Owner will establish such general reference points and construction stakes as in his judgment will enable the Contractor to proceed with the work. The Contractor will be responsible for the layout of the work from these stakes and will protect and preserve the established reference points and construction stakes and will make no changes or relocations without prior written approval of the Owner. He will report to the Owner whenever any reference point or construction stake is lost or destroyed or requires relocation because of necessary changes in grades or locations. The Contractor will replace and accurately relocate all reference points and construction stakes so lost, destroyed, or moved.

35. Barricades, Signs and Handling of Traffic

Barricades, signs, and handling of traffic, if required, shall be in accordance with the "Manual on Uniform Traffic Control Devices" as adopted by the Texas State Department of Highways and Public Transportation.

The Contractor shall remedy any deficiencies in barricading or traffic control immediately upon notification by the Owner. Prior to construction, the Contractor shall furnish to Owner a list of Contractor's personnel with telephone numbers for notification 24 hours a day, seven days a week. The listed personnel shall have adequate authority to correct barricading or traffic control promptly.

Corrective action must be taken upon verbal notice from the law enforcement agencies, the Texas State Department of Highways and Public Transportation or County Engineer's Office. The Contractor shall, within two (2) hours of actual or attempted notification, have sufficient barricades, lights, and/or other devices to control traffic. Should the Contractor not comply with this notification within two (2) hours, the Owner may place barricades and back charge the Contractor $250.00 per day per construction site.

36. Location of and Damage to Existing Utilities

The Contractor is responsible for locating underground obstacles. It is not represented that the drawings show all underground obstacles.

The Contractor shall exercise caution to prevent damage to existing facilities during the progress of the construction work, taking care to locate same, where possible, in advance of the actual work. The Engineer will render reasonable assistance to the Contractor in the matter of determining the location of existing utilities by making available such maps, records, and other information as may be accessible to him, when requested to do so, but the accuracy of such information will not be guaranteed.

The Contractor shall make good all damage to existing utilities and/or pipelines resulting from his operations. Should the Contractor, in the layout of his work, encounter any pipe, underground utility, or structure, the location of which has not been furnished to him by the Engineer, he shall bring such conditions to the attention of the Engineer for his determination of the method to be used to remove or bypass such obstructions.
In cases where owners of existing pipelines or underground utilities provide services for locating their facilities, the Contractor shall coordinate the location marking and be responsible for preserving all stakes and markers set for this purpose. The Contractor's responsibility for these markers shall be similar to his responsibility for construction stakes. The Contractor shall save harmless the Owner and the Engineer for any expenses for restoring damaged markers.

37. Sales Tax

This Contract is issued by an organization that qualifies for exemption under the Sales and Use Tax Laws. The Contractor's attention is directed to the State of Texas Comptroller of Public Accounts Limited Sales, Excise and Use Tax for rules and regulations thereto. Tax Exemption Certificates will be furnished by the Owner on request.

38. Materials and Workmanship

Unless otherwise specified, all materials shall be new. No material which has been used by the Contractor for any temporary purpose whatsoever is to be incorporated in the permanent structure without written consent of the Engineer.

Where material or equipment are specified by a trade or brand name, it is not the intention of the Owner to discriminate against an equivalent product of another manufacturer, but rather to set a definite standard of equality or performance and to establish an equitable basis for the evaluation of bids. Where the words "equivalent", "proper" or "equal to" are used, they shall be understood to mean that the thing referred to shall be proper, the equivalent of, or equal to some other thing, in the opinion or judgment of the Engineer in his sole discretion.

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

39. Removal of Condemned Work

In the construction of the work contemplated in this contract, the best workmanship, materials and equipment of the grade and make specified shall be used and installed, and to that end, judged by these standards. If any work, equipment or material is found to be imperfect or not in substantial compliance with the provisions of this contract, as interpreted by the Engineer, at any time prior to the acceptance of the entire work done under this contract, notwithstanding that it may have been passed, overlooked, or previously accepted, the Contractor shall, at his own cost and expense, remove it from the premises of the Owner, otherwise dispose of it as directed.

When such condemned work, material or equipment has been removed or disposed of, it shall be replaced by the Contractor at his own cost and expense, in accordance with the plans and specifications to the entire satisfaction of the Engineer. The Owner shall not be compelled nor be under any obligation to retain said condemned work, material or equipment nor any part thereof, nor pay the Contractor even the reasonable value of same. In case the Contractor shall neglect or refuse to remove or replace any condemned work, material or equipment after written notice, within the time designated by the Engineer, such condemned work, material or equipment may be removed or replaced by the Owner and the Contractor hereby agrees to pay for the cost of work so done, or material or equipment so purchased by the Owner.

40. Fitting and Coordination of Work

The Contractor shall do all work that may be necessary to connect the new work with existing improvements in a proper and workmanlike manner. Only such portion of existing improvements shall be removed for new construction as shall be ordered by the Engineer. Any other damage to existing improvements shall be repaired by the Contractor at his own expense. The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material suppliers engaged upon this Contract.

41. Responsibilities

The Contractor shall be responsible for all materials delivered to him for all parts of the work, including that which has been partially paid for, until final acceptance of the entire work, and shall be liable for all losses or damages thereto which may occur during the progress of construction and before final acceptance. The Contractor shall be required to make good at his own cost any loss, injury or damage which the said materials or work may sustain from any source or cause whatsoever before final acceptance thereof.

The Contractor is required to replace or repair, if necessary, any portion of pavement or other street improvements adjoining his work which may have suffered through his operations, and all adjacent paving or other structures shall be left in a satisfactory and workmanlike condition, at least equal to that existing before the Contractor hereunder started his work.

SPECIAL CONDITIONS OF THE AGREEMENT

1. GENERAL

The provisions of this Section of the specifications shall govern in the event of any conflict between them and the "General Conditions of Agreement".

2. OWNER

The word "Owner" in these specifications shall be understood as referring to the Sabine River Authority, Orange, Texas.

3. ENGINEER

The word "Engineer" in these specifications shall be understood as referring to the Sabine River Authorities Director of Engineering, or such other Engineer, as may be authorized by said Owner to act in any particular position.

4. CONTRACTOR

The word "Contractor" in these specifications shall be understood as denoting the General Contractor/Supplier signing this contract.

5. SUBLETTING

The Contractor will not be permitted to assign, sell, transfer or otherwise dispose of the contract or any portion thereof, or his rights, title or interest therein without the approval of the Owner. The Contractor will not be permitted to sublet any portion of the contract without the approval of the Owner and the Engineer. No sub-contract will, in any case, relieve the Contractor of his responsibility under the contract and bond.

6. TRADE NAMES

Except as specifically specified otherwise, wherever in the specifications an article or class of material is designated by a trade name, or by the name or catalog number of any maker, patentee, manufacturer, or dealer, such designation shall be taken as intending to mean and specify the articles described or another equivalent thereto in quality, finish, and serviceability for the purpose intended as may be determined and judged by the Engineer in his sole discretion.

7. MATERIALS AND WORKMANSHIP

Unless otherwise specified, all materials shall be new. No material which has been used for any temporary purpose whatsoever is to be incorporated in the project without written consent of the Engineer.

Where material or equipment are specified by a trade or brand name, it is not the intention of the Owner to discriminate against an equivalent product of another manufacturer, but rather to set a

definite standard of equality or performance and to establish an equitable basis for the evaluation of bids. Where the words "equivalent", "proper" or "equal to" are use, they shall be understood to mean that the thing referred to shall be proper, the equivalent of, or equal to some other thing, in the opinion or judgement of the Engineer.

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

8. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Sabine River Authority and the Engineer from any and all claims, causes of actions, and damages for every kind, for injury to or death of any person and damages to property arising out of the construction of said improvements or the operations embraced by this contract or the use of the premises upon which the improvements under this contract are to be constructed, and including acts or omissions of the Owner or the Engineer in connection with said construction.

9. PARTIAL PAYMENTS BY THE OWNER

Progress Payment. Partial payment will be paid for on a monthly basis at the unit price set forth in the bid proposal. Once all of the materials are received by the Owner the final payment will be adjusted accordingly.

At any time upon request, the Contractor shall submit evidence showing payment of his bills for labor, materials, freight, or other expenses on account of the work, and if it should be evident that the Contractor is not making prompt and full payment of his obligations, the Owner may withhold the issuance of payment until such unpaid wages and/or related liquidated damages are remedied.

10. OBSERVATION OF THE MATERIALS

It is agreed by the Supplier that the Engineer shall be and is hereby authorized to appoint from time to time such representatives as the said Owner may deem proper to observe the material furnished under this contract and to see that the said materials furnished are in accordance with the specifications therefore.

11. FINAL ACCEPTANCE AND PAYMENT

The final payment due the Contractor shall be based on measurements and calculations performed or verified by the Engineer. The final payment due the Contractor shall be the amount calculated for all work performed (plus materials furnished uninstalled if applicable), less all previous payments, less any back charges levied against the Contractor according to the Contract Documents, and less any liquidated damages.

If the Owner should issue the Certificate of Acceptance following the issuance by the Engineer of the Certificate of Substantial Completion, the Engineer shall thereupon proceed to make final measurements and prepare a final statement of the value of all work performed and materials furnished under the terms of the Contract, less a retention of the Engineer's estimated cost of completing the incomplete or unsatisfactory items of work with specified amounts for each incomplete or defective item of work.

12. LIQUIDATED DAMAGES

Since the actual damages for any delay under this contract are impossible to foresee, the Supplier and his Sureties shall be liable for and shall pay to the Owner the sum of **$300** per day as fixed, agreed and liquidated damages for each calendar day of delay caused from delivery of materials beyond the stipulated contract time.

13. PROHIBITION ON BOYCOTTING ISRAEL

In accordance with Section 2270.002 of the Texas Government Code, Contractor hereby represents and warrants that Contractor:

- Does not boycott Israel; and
- Will not boycott Israel during the term of this Contract.

14. PROHIBITION ON BOYCOTTING POWER COMPANIES

In accordance with Section 2274.001 of the Texas Government Code, Contractor hereby represents and warrants that Contractor:

1. Does not boycott power companies; and
2. Will not boycott power companies during the term of this contract.

15. PROHIBITION ON COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITIONN INDUSTRIES

In accordance with Section 2274.002 of the Texas Government Code, Contractor hereby represents and warrants that Contractor:

1. Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

16. POSTING OF CERTAIN INFORMATION AT COMMERCIAL BUILDING CONSTRUCTION SITE REQUIRED

In accordance with Section 116.001 of the Texas Government Code, Contractor hereby represents and warrants that Contractor:

1. As soon as practicable after beginning construction of a commercial building project located in this state, the developer of the project shall visibly post the following information at the entrance to the construction site: a) the name and contact information of the developer; and b) a brief description of the project.

AGREEMENT

THIS AGREEMENT, made this_____ day of_____, 20 26 , by and between the **Sabine River Authority of Texas** , herein called "Owner," acting herein through **David Montagne** _____its_____**Executive V.P. and General Manager** and Richard Pepper_____of PPM Company_____, hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows: **Toledo Bend Underwater Stump Removal**, hereinafter called the project, for the prices stated in CONTRACTOR'S attached bid proposal dated_____and all extra work in connection therewith, under the terms as stated in the General and Supplementary Conditions of the Contract; and at his own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and price stated in the Proposal, Bidding Instructions, the General Conditions, and Supplementary Conditions of the Contract, the plans, the specifications, and contract documents as prepared by the Owner, all of which are made a part hereof and collectively evidence and constitute the contract. **Total Contract amount is $_____.**

The Contractor hereby agrees to commence work under this contract on or before a date specified in a written "Notice to Proceed" from the OWNER and to fully complete all work for the Contract within **150 consecutive calendar days,** as outlined in the Project Specifications and Information to Bidders. The Contractor further agrees to pay, as liquidated damages, the sum of **$300** for each consecutive calendar day that he does not complete the work as required.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General and Supplementary Conditions of the Contract, and to make payments on account thereof as provided in Article 4, "Payments to Contractor" of the General Conditions.

CONTRACTOR hereby verifies that CONTRACTOR does not boycott Israel and will not boycott Israel during the term of this Agreement.

(signatures on next page)

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(Seal)

ATTEST:

By:_____

Owner (Witness)
Company

Date:_____

Sabine River Authority of Texas

By:_____ _____

David Montagne (Witness)
Executive V.P. & General Manager

Date:_____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____

(Name of Contractor or Company)

_____

(Address)

a_____hereinafter called Principal, and
(Corporation/Partnership)

_____

(Name of Surety Company)

_____

(Address)

hereinafter called Surety, are held and firmly bound unto

Sabine River Authority of Texas

_____

(Name of Recipient)

P.O. Box 579, Orange, Texas 77631

(Recipient's Address)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated_____day of_____, 20___, a copy of which is hereto attached and made a part hereof for the construction of: RFB #27-1202 Toledo Bend Underwater Stump Removal
_____.
(Project Name)

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties in all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one-year guaranty period, and if the principal shall satisfy all claims and demands incurred under such contract, and shall fully indemnity and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay

the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder to the SPECIFICATIONS accompanying the same shall in any way affect its obligation to this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in_____counterparts, each
(Number)

one of which shall be deemed an original, this the_____day of_____, 20____.

ATTEST:

_____

(Principal)

_____ By:_____(s)

(Principal Secretary)

(SEAL)

_____ _____

(Witness as to Principal) (Address)

_____ _____

(Address)

_____ _____

ATTEST:

_____

(Surety)

_____ By _____

(Witness as to Surety) (Attorney in Fact)

_____ _____

(Address) (Address)

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

partners should execute BOND.

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

PAYMENT BOND

STATE OF TEXAS COUNTY OF
ORANGE

KNOWN ALL MEN BY THESE PRESENTS: That_____of the City of_____, County of_____, and State of_____as principal, and firmly bound unto_____(OWNER), in the penal sum of _____(DOLLARS) _____(CENTS) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the_____day of_____, 2024 to

Sabine River Authority of Texas
Toledo Bend
Underwater Stump Removal
RFB #27-1202

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Government Code of Texas as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this_____day of_____, 20 .

_____	_____
Principal	Surety
By_____	By_____
Title_____	Title_____
Address_____	Address _____
_____	_____
_____	_____

The name and address of the Resident Agent of Surety is:

_____

_____

_____