



**Post Oak Savannah Groundwater
Conservation District
Bid Documents
Asphalt Parking Lot Project**

POST OAK SAVANNAH GROUNDWATER CONSERVATION DISTRICT

310 East Avenue C

Milano, TX 76556

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DEFINED TERMS

Terms used in this Invitation to Bid have meanings indicated below which are applicable to both the singular and plural thereof.

Addenda – Additional changes to the Bid documents: changes to Bid documents are not final until/unless they are addressed in a formal written addendum.

Bid Document – Those documents that comprise the specifications, Bidder information sheet, attachments, all addenda, modifications, and changes thereto, together with any other items stipulated as being specifically included.

Bidder – Person or entity who will submit Bid documents to the District to provide the services as specified in this solicitation.

Contract – Formal and legally binding agreement entered into between the District and the winning bidder.

Contract Document – Those documents that comprise a contract, conditions of the contract (general, supplementary, and other conditions), plans and/or drawings, specifications, all addenda, modifications, and changes thereto, together with any other items stipulated as being specifically included.

Contractor – The Bidder to whom the District (on the basis of the District’s evaluation as hereinafter provided) makes an award.

District – The Post Oak Savannah Groundwater Conservation District

Payment Bond – A surety bond submitted by the Contractor if the offer is over \$50,000.00. The bond posted by the Contractor to guarantee that their subcontractors and material suppliers on the project will be paid.

Performance Bond - A surety bond submitted by the Contract if the offer is over \$100,000.00 The bond is issued by an insurance company or a bank to guarantee the satisfactory completion of a project by a contractor.

Project – Provide goods and services as specified in this solicitation for the District.

Invitation to Bid (Bid) – Document posted by the District to elicit bids from potential contractors to provide the goods and services as specified in this solicitation.

Work – The furnishing of all of the supervision, labor, material, equipment, services, and incidentals necessary to complete any individual item and the entire Contract and the carrying out of any duties and obligations imposed on Contractor by the Contract.

INVITATION TO BID

The following is a summary of information for this Project:

The Post Oak Savannah Groundwater Conservation District, hereafter called the District, is requesting sealed written Bids for furnishing and paying all labor, materials, equipment, supervision, and any incidentals for performing all Work required for the **ASPHALT PARKING LOTS PROJECT** for the District to include, in part:

A non-mandatory pre-bid and walkthrough is scheduled for May 29th, 2024, 10:00 a.m. at the District Offices located at 310 East Avenue C, Milano, TX 76556.

Sealed Bids will be received at the District Offices located at 310 East Avenue C, Milano, TX 76556 until 2:00 p.m. on June 10th, 2024. Any bids received after the due date and time will not be accepted for consideration and will be returned unopened.

All bids must be clearly marked on the outside with the following: “**BID FOR ASPHALT PARKING LOTS PROJECT**”

Requirements for the project include:

- Ability to work with TXDOT and adhere to their requirements.
- Ability to complete the project within 2 months of the starting date.
- Contractor being bonded and insured.

Bid documents may be obtained free of charge at the District Offices located at 310 East Avenue C, Milano, TX 76556, by emailing gperry@posgcd.org.

Questions regarding the Invitation to Bid shall be directed to:

Gregory Perry
Water Resources Management Specialist
Ph: 512-455-9900
Email: gperry@posgcd.org

Questions regarding this Bid must not be directed at other District staff or board members. Clarification requests will not be accepted by telephone. All responses to clarification requests will be provided to all bidders in writing by email and publication on the District's website. Questions pertaining to this Bid must be received no later than five (5) calendar days prior to the closing date of the Bid.

INVITATION TO BID
ASPHALT PARKING LOTS PROJECT
POST OAK SAVANNAH GROUNDWATER CONSERVATION DISTRICT
PART 1 – GENERAL REQUIREMENTS

1.0 Purpose:

Post Oak Savannah Groundwater Conservation District, hereinafter “District,” seeks to enter into a Contract with a qualified individual, firm or corporation, “Bidder” to provide services for the asphalt parking lots “Project”. The Project shall include, but not limited to all supervision, labor materials, equipment, services, permit, insurance, bonds (if applicable) and any incidentals, and for performing the Work.

2.0 Pre-Bid Meeting:

2.1 A non-mandatory pre-bid meeting and walk-through is scheduled for all prospective bidders as follows:

Date: May 29th, 2024

Time: 10:00 a.m.

Place: Post Oak Savannah GCD Offices

310 East Avenue C Milano, Texas 76556

2.2 The purpose of this meeting and to ensure:

2.2.1 Bidders have a clear understanding of the District’s needs and have an opportunity to identify any problems that might hinder or prevent the District from obtaining the service, at a fair and reasonable price.

2.2.2 The Bidder must familiarize themselves and fully understand the extent of the Project. Bidder should take independent measurements and examine the conditions, the scope of work; and the equipment needed to perform the Work. Failure to make a complete examination of the Project will not relieve the successful bidder of their obligation to furnish the work as specified.

2.2.3 Any changes resulting from the pre-bid meeting that affect specifications or the scope of work, or that may require an extension to the bid opening date, will be an amendment to the Solicitation. Such amendment will be emailed directly to all attendees of the non-mandatory meeting and walkthrough and will be made available through the District’s website at <https://www.posgcd.org/asphalt-project-bids>

3.0 Award of Contract:

- 3.1 Award will be made to the responsive, responsible bidder who provides goods or services at the best value for the District Bids are required for all items of the Price Form.
- 3.2 In determining the best value for the District, the District may consider:
 - (a) the Purchase Price
 - (b) the reputation of the bidder and of the bidder's goods or services
 - (c) the quality of the bidder's goods or services
 - (d) the extent to which the goods or services meet the district's needs
 - (e) the bidder's past relationship with the District
 - (f) the impact on the ability of the District to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities
 - (g) the total long-term cost to the municipality to acquire the bidder's goods or services; and
 - (h) any relevant criteria specifically listed in the request for bids or proposals
- 3.3 In case of error in the extension or total, the unit price shall govern.
- 3.4 The District reserves the right to reject any or all responses, delete any portion of the response, to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the District.
- 3.5 After the District contract award, the District will provide the Contractor with Contract Documents. After proper contract execution, the Bidder shall return all required documents to the District.

4.0 Copies of Bid Documents:

- 4.1 Bid Documents may be obtained, free of charge, at the District Offices, 310 East Avenue C Milano, TX 76556, by emailing gperry@posgcd.org, or through the District's website at www.posgcd.org
- 4.2 Complete sets of Bid Documents must be used in preparing Bids; the District does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents. In case of an error in the extension or total, the unit price shall govern.
- 4.3 The District, in making copies of Bid Documents available on the above terms does so only for the purpose of obtaining Bids and does not confer a license or grant for any other use.

5.0 Interpretations and Addenda:

All questions about the meaning or intent of the Bid Documents are to be directed to the

Water Resources Management Specialist Interpretations or clarifications considered necessary by the Water Resources Management Specialist in response to such questions will be issued by Addenda, emailed, or delivered to all parties recorded by the Water Resources Management Specialist as having received the Bid Documents. Addenda will also be posted on the District's website. Questions received less than five (5) working days prior to the date of the bid opening may not be answered. Only questions answered by formal, written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6.0 Bid Preparation:

- 6.1 The Bid Price Form, herein as Attachment A shall be used and shall not be taken apart or altered, unless otherwise prescribed. The forms shall be typewritten or completed with pen and ink and signed. Bids submitted by corporations must be signed by the president, vice-president, or other authorized officer and accompanied by the secretary's attestation. Bids by partnerships should be executed in the partnership's name and signed by a partner whose title must appear under the signature. All erasures or corrections should be initialed and dated by the official signing the bid. The bidder shall bid on all items to be considered for an award.
- 6.2 The Total Sum Bid shall be inclusive of all labor, materials, equipment, transportation, services, insurance, bonds, and all other incidental work required.

7.0 Examination of Specifications:

The Bidder is expected to carefully examine the scope of work, technical specifications, any special provisions, and contract forms before submitting a bid. The submission of a bid shall be considered conclusive evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the Work and as to the requirements of the Contract.

8.0 Submission of Bids:

Bids shall be submitted at the time and place indicated in the advertisement or Bid and shall be enclosed in an opaque, sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of Bidder and other required documents. If the Bid is sent through the mail or another delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Electronic Bids will not be accepted.

9.0 Modification and Withdrawal of Bids:

The Bidder may change or withdraw their bid at any time prior to the bid submittal due date. However, no oral modifications will be allowed. Only formal written requests for modifications or corrections of a previously submitted bid shall be accepted and must be submitted as a complete,

new bid superseding and replacing the original bid which will be considered withdrawn. The revised bid shall be addressed in the same manner as the bid and must be received by the District prior to the scheduled bid submittal due date.

10.0 Opening of Bids:

10.1 Bids will be opened and read publicly at the place where Bids are to be submitted. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

10.2 The District may hold bids for a period not to exceed one hundred and eighty (180) days from the bid submittal due date for the purpose of reviewing bids and investigating Bidder qualifications. Bids shall be deemed valid for one hundred and eighty (180) days from bid opening.

11.0 Bidder Certification:

By the submission of the bid, the Bidder certifies that the bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid; that the Bidder has not solicited or induced any person or corporation to refrain from bidding; and the Bidder has not sought by collusion or otherwise to obtain any advantage over any other Bidder or over the District.

12.0 Limitation of Liability:

The District shall not be liable for any expenses Bidders incur in connection with providing a response to this solicitation or for any costs, fees, or lost or foregone profits of unsuccessful Bids.

13.0 Familiarity with Laws:

The Bidders are assumed to have made themselves familiar with all federal and state laws and all local by-laws, ordinances and regulations which, in any manner, affect those engaged or employed on the work or affect the materials or equipment used in the Work or affect the conduct of the Work, and the Bidder, if awarded the Contract, shall be obligated to perform the Work in conformity with said laws, bylaws, ordinances and regulations notwithstanding its ignorance thereof. If the Bidder shall discover any provision in the specifications, which is in conflict with any such law, by-law, ordinance or regulation, the vendor shall forthwith report it to the District in writing.

14.0 Confidentiality and Non-Discrimination:

14.1 The District is a governmental entity. While the District will use all reasonable efforts to protect any proprietary and confidential information contained in your Bid, under no

circumstance will the District or its members be liable for any damages resulting from any disclosure or for disclosure that is required by law.

- 14.2 The District adheres to a strict policy of non-discrimination. All bids will be considered without regard to race, color, religion, sex, national origin, age, disability, or any other status protected by law.

15.0 Reservation of Rights:

- 15.1 The District reserves the right, without qualification and at its sole discretion, to accept or reject any or all Bids or to make the award to that respondent, who, in the opinion of the District, will provide the best value to the District. The District reserves the right to reject any Bid, either in entirety or any portion thereof, for failure to meet any criteria set forth in this solicitation.
- 15.2 The District makes no guarantee that a contract award will result from this solicitation. The District reserves the right to revise or terminate this solicitation process at any time. The District may decline to enter into an arrangement with any or all Bidders.
- 15.3 The District reserves the right to revise the requirements during the solicitation process and any such change may reduce or eliminate the scope of this solicitation.
- 15.4 During all stages of this solicitation process, the District reserves the right to request additional information from individual Bidders or to request all Bidders to submit supplemental materials in the fulfillment of the content requirements of this solicitation or to meet additional information needs. The District will review and may utilize any or all information submitted by a Bidder even if the submitted information has not been specifically requested as part of this solicitation.
- 15.5 Those who submit Bids do so without recourse against the District or its members for either rejection of their Bid or for failure to execute a Contract for any reason. All offers shall be valid and binding upon the Bidder through contract award and contract execution.
- 15.6 Any attempt by a Bidder to influence the bid evaluation process through collusion or other means will result in disqualification.

16.0 Excusable Failure or Delay:

Project completion shall be achieved within 2 months from project initiation. Neither the Contractor or District shall be held responsible for the failure or delay in delivery or acceptance of Products where such failure or delay is attributable to any act of God or of the public enemy, war, compliance with laws, governmental acts or regulations, in any case, not in effect as of the date of this Contract, fire, flood, quarantine, embargo, epidemic, unusually severe weather or other causes similar to the foregoing beyond the reasonable control of the party so affected. The party

seeking to avail itself of any of the foregoing excuses must promptly notify the other party of the reasons for the failure or delay or acceptance and shall exert its best efforts to avoid further delay.

17.0 Sales and Use Taxes:

The District is exempt from all Texas State Sales and Use Taxes on materials and equipment to be incorporated in the Work. Taxes shall not be included in the Contract Price.

18.0 Bribery Clause:

Bidder certifies that no employees of theirs, of any affiliate, or of any Subcontractor has bribed or attempted to bribe an officer or employee of the District.

19.0 Type of Contract:

Any contract resulting from this solicitation will be in the form of the District's Contract, a sample of which is attached as Attachment E.

20.0 Non-Funding Clause:

If, during budget planning and adoption, the District Council fails to provide funding for this Contract for the following fiscal year of the District, the District may terminate this Contract after giving the Contractor thirty (30) calendar days' written notice that this Contract is terminated due to the failure to fund it.

21.0 Examination of Contract Documents:

It is the responsibility of each Bidder, before submitting a Bid, to:

Examine thoroughly the Contract Documents and other related data identified in the Bid Documents.

Consider federal, state, and local laws and regulations that may affect cost, progress, performance or furnishing of the Work.

Study and carefully correlate Bidder's knowledge and observations with the Contract Documents and other such regulated data; and Promptly notify the District of all conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in or between the Bid Documents and other such related documents.

22.0 Signing of the Contract:

When the District gives notice of award to the successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Contract with all other written Contract Documents attached. Within ten (10) days thereafter, Contractor shall sign and deliver the required number of copies of the Contract and attached documents to the District with the required certificate of insurance, performance bond, and payment bond, (if applicable) within ten (10) days thereafter, the District shall deliver one (1) fully signed copy to Contractor.

PART II - REQUIRED DOCUMENTATION

1.0 CONFLICT OF INTEREST QUESTIONNAIRE:

If required, under Chapter 176 Texas Local Government Code, the Contractor shall complete the Conflict-of-Interest Questionnaire (**CIQ Instructions – Form 1 and Form CIQ –Form 2a & 2b**) in accordance with the requirements of that Chapter. The Contractor shall be solely responsible for the preparation of its Conflict-of-Interest Questionnaire, the accuracy, and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176, Local Government Code.

Chapter 176, Local Government Code, Conflict of Interest Questionnaire (Form CIQ) is available at: <https://www.ethics.state.tx.us/forms/conflict>

Contractor shall answer each question in the attached Form CIA in relation to the following individuals and submit a completed form with its proposal:

District Member	Title
Buster Evers	Board Member
Becky Goetsch	Board Member
Jeff Zgabay	Board Member
Robbie Jekel	Board Member
Ed Savage	Board Member
John Reddington	Board Member
Kit Worley	Board Member
Lee Pelzel	Board Member
Ward Roddam	Board Member
Jay Wilder	Board Member
Gary Westbrook	General Manager
Kelli Timmerman	Office Manager
Courtney Gentry	Administrative Assistant
Jaclyn Wise	Education Coordinator
Michael Redman	Compliance Manager
Gregory Perry	Water Resources Management Specialist
Jeff Fisher	Field Technician
Craig Andrews	Field Technician

2.0 FORM 1295 CERTIFICATE OF INTERESTED PARTIES:

Texas Government Code 2252.908. As required, the Contractor shall complete and file Form 1295, Conflict of Interest Questionnaire for awards that required an action by the District's governing body for goods or services in an amount of \$35,000.00 or more or a contract for more than \$1M before the contract may be signed. The form discloses any interested parties who have a controlling interest of 10% or more ownership) in the business entity and those who actively participate in facilitating the contract or negotiating the terms of the contract, if any.

Contractors who are awarded contracts will be required to submit a signed Form 1295 (Form 3 - Instructions – Form 4. Please follow the process to create a Form 1295 from the Texas Ethics Commission’s website at:

https://www.ethics.state.tx.us/filinginfo/1295/index.php#efa_collapse

The “identification number” to be used on Form 1295 for this procurement will be provided to the contractor upon award.

A copy of the submitted form must be submitted to the District before a contract is signed.

2.0 Insurance Certificate and Bonds:

Insurance Certificates will be required by the successful bidder and bonds will be subject to the requirements of the Contract under Section 12.

Instructions for the Conflict-of-Interest Questionnaire

Section 176.006 requires disclosure of a person's "affiliations or business relations that might cause a conflict of interest." The term "affiliation" is not defined in Chapter 176. However, the general definition of the word "affiliation" would mean any association or connection. So, any affiliation, including such things as friendship, membership in some group or organization, relationship by blood or marriage, or any other connection, must be disclosed.

How to fill out the Conflict-of-Interest Questionnaire (each number corresponds with the number on Form CIQ).

1. Name of person doing business with the District. If the business is a corporation, partnership, etc., then each person who acts as an agent for the business in dealings with the District must complete the form. Also state company name.

2. Check the box if you are filing an update to a previously filed questionnaire. Updates are required by law by September 1 of each year in which the person submits a proposal or bid or begins contract discussions or negotiations with the District. Updates are also required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate.

3. Describe how you are affiliated with or related to a District employee or Board Member who may make recommendations to the District regarding expenditures of money.

Name the District employee with whom you have a relationship; if there is no relationship in question, state "NONE".

Answer questions A, B, C, and D with "Yes" or "No", as applicable.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with District (Form 2A)

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 District and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the District 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.

Name of vendor who has a business relationship with District.

Check this spot 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.)

Name of Board Member about whom the information is being disclosed.

Name of Officer

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

A. Is the Board Member 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 Board Member or a family member of the officer AND the taxable income is not received from the District?

Yes No

Describe each employment or business relationship that the vendor named in Section 1 maintains with the District with respect to which the Board Member or District Employee or holds an ownership interest of one percent or more.

Check this section if the vendor has given the Board Member 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).

Signature of vendor doing business with the District

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with District (Form 2B)

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 District 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 Board Member shall file a conflicts disclosure statement with respect to a vendor if:

(1) the vendor:

- (A) has an employment or other business relationship with a Board Member or a family member of the member that results in the member or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the member becomes aware that
 - (i) a contract between the Board Member and vendor has been executed or
 - (ii) the District is considering entering into a contract with the vendor
- (B) has given to the Board Member or a family member of the Board Member one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the Board Member becomes aware that:
 - (i) a contract between the District and vendor has been executed; or
 - (ii) the District 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 District, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a Board Member of that District, 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 Board Member of that District.

(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 District; or
 - (B) submits to the District an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the District; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a Board Member, 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 Board Member.

Texas Government Code 2252.908 Disclosure of Interested Parties Form 1295

House Bill 1295, adopted by the 84th Legislature, created §2252.908, Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency.

§2252.908, Texas Government Code requires the commission to adopt rules necessary to implement the new disclosure requirement and prescribe the disclosure form. Section 2252.908 requires the disclosure form to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity or state agency before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. House Bill 1295 provides that §2252.908 applies only to a contract entered into on or after January 1, 2016.

An interested party is defined as a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts or who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.

Contractors are required to acquire Form 1295 via the Texas Ethics Commission website. This requires registration, generation of Form 1295 with a unique Certificate Number & filing date, printing the form, notarizing and returning the form to the District.

Once the form is received by the District, the Bidder associated with the project will log-in to the Texas Ethics Commission portal and acknowledge receipt of the form not later than the 30th day after the date the contract for which the form was filed binds all parties to the contract. This will complete the form for the contract with which the form is associated. The completed form will be made available via the Texas Ethics Commission website.

Form 1295 can be generated via the Texas Ethics Commission web portal. The website and detailed instructions are located at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

PART III – SPECIFICATIONS

Contractor shall furnish and pay for all labor, materials, equipment, supervision, transportation, fuel, and incidentals necessary for furnishing, performance, and completion of the Work required under this Invitation to Bid for the District. The Contractor shall perform all specified work using properly trained, skilled, bonded, and licensed individuals supervised by the contractor.

Asphalt Parking Lot

Post Oak Savannah GCD

Location:

310 East Ave. C

Milano, TX 76556

Approximately: 16,800 square feet

- 1.0 The asphalt overlay shall be Type D Asphalt. Construct a thin surface course composed of a compacted mixture of aggregate and asphalt binder mixed hot in a mixing plant. Produce a minimum thickness of 2" Type D Asphalt for the entire length and width of the existing parking area surface.
 - 1.1 The asphalt material design shall meet Section 340 of the Texas Department of Transportation (TxDOT) Specifications.
 - 1.2 Batch data and load slips shall be presented to the Water Resources Management Specialist. The asphalt is delivered to the project site. Failure to do so may result in non-payment for questionable quantities.
 - 1.3 Parking lot sealcoat shall be applied two coats of sealer shall be applied to the entire area. Repairs shall be saw cut, demolish, haul damaged pavement.
- 2.0 Contractor shall supply all safety items such as, barricades, signs, and personal safety equipment as required. Contractor shall use products that do not contain "coal tar". The Contractor shall provide a material safety data sheet (MSDS) for the product used. Any asphalt-based sealcoat must contain a minimum of 30% asphalt.
- 3.0 Contractor shall fill all cracks with a product manufactured for this purpose. The product must not contain "coal tar".
- 4.0 Sealcoating shall consist of a two (2) surface treatment composed of a premium commercial asphalt sealer, which is based on non-coal tar, applied on the prepared asphalt surface in accordance with these specifications and manufacturer's recommendation.
- 5.0 Prior to sealer application the entire surface to be worked shall be thoroughly cleaned

by means of mechanical sweeping, high pressure dry air or a combination of both which will result in the surface being free of all loose or foreign matter.

- 6.0 Areas which are oil stained from vehicle drippings shall be scrubbed with appropriate cleaning agents so as to provide a clean surface to which the sealer can properly and uniformly bond. Under no conditions shall gasoline or other highly flammable agents be used to clean surfaces. All affected areas shall be primed with an approved oil seal primer.
- 7.0 Contractor shall follow the manufacturer's recommendations for preparing the area, mixing and applying the sealcoat. The seal coat material will be measured at point of application on the parking lot in square feet unless otherwise specified. Contractor shall repair any damage to the District property at the sole expense of the Contractor. Where the asphalt sealing abuts concrete curbing or concrete flat work, special care shall be taken to prevent the asphalt sealer from spraying or being applied to the concrete. Provide a clean and neat application.
- 8.0 All areas with surface markings shall be re-striped to match the existing layout, such as fire lanes, stalls, handicap parking, speed bumps, and arrows, unless otherwise instructed by the District. The paint material used shall be traffic zone latex paint sprayed on for asphalt surfaces. Concrete surfaces shall be painted with chlorinated rubber base paint. All handicap accessible spots must meet all requirements of the Americans with Disabilities ACT with regard to size, number of spaces and markings. All fire lanes and/or fire lane curbs must be pressure washed prior to painting.
- 9.0 Broken car stops shall be brought to the attention of the Water Resources Management Specialist.

Post Oak Savannah Groundwater Conservation District
Attachment A

PRICE FORM

Furnishing and paying for all materials, labor, transportation, tools, equipment, machinery, and services necessary to construct in place complete:

MOBILIZATION, as specified herein:

ITEM NO. 1 – Post Oak Savannah GCD Parking Lot \$ _____

BASE PREP,

ITEM NO. 2 – Parking Lot Base Prep/Parking Stop Removal \$ _____
 (Determined by site visit)

ASPHALT, type D:

ITEM NO. 3 – Pave Parking Lot
 \$ _____ x **16,800** Square Feet = \$ _____
 Unit Price per Sq. ft. Estimated Quantity Price

SEALCOAT

ITEM NO. 4 – Pavement Seal Coat, Two (2) Coats
 \$ _____ x **16,800** Square Feet = \$ _____
 Unit Price per Sq. ft. Estimated Quantity Price

STRIPE PARKING LOT

ITEM NO. 5 – Stripe all pavement markings
 \$ _____ x Lump Sum _____ = \$ _____ Unit
 Price per L. S. Estimated Quantity Price

RE-INSTALL/REPLACE PARKING STOPS

ITEM NO. 6 -
 \$ _____ x Lump Sum _____ = \$ _____ Unit
 Price per L. S. Estimated Quantity Price

ATTACHMENT B

BIDDER INFORMATION

1. This Bidder Information sheet is submitted to District by:

Name _____

Address _____

District _____ State _____ Zip _____

Phone _____ Email _____

2. Years in business under present name: _____

3. Total years of experience: _____

4. Contractor License No. _____

5. Do you have any clients that might pose schedule conflicts in providing services to the District? _____ Yes _____ No

6. Has your organization completed all prior contracts awarded to you? Yes _____ No. _____

If no, please provide details: _____

Is your organization currently in any litigation regarding a project? Yes _____ No. _____

If yes, please provide details: _____

Is your organization currently for sale? Yes _____ No. _____

Owner: _____ Email: _____

Project Manager _____ Email: _____

Other; _____ Email: _____

ATTACHMENT C

BIDDER REFERENCES

List three (3) people or companies with whom you have performed similar services during the past five years.

REFERENCE NO. 1:

Firm: _____ Contract Amount: _____

Contact Person Name: _____ Title: _____
Email Address: _____ Telephone: _____
Description of Services provided:

REFERENCE NO. 2:

Firm: _____ Contract Amount: _____

Contact Person Name: _____ Title: _____
Email Address: _____ Telephone: _____
Description of Services provided:

REFERENCE NO. 3:

Firm: _____ Contract Amount: _____

Contact Person Name: _____ Title: _____
Email Address: _____ Telephone: _____
Description of Services provided:

ATTACHMENT D

PAYMENT BOND

STATE OF TEXAS

Bond No. _____

COUNTY OF _____

Project No. _____

Know All Men By These Presents: That _____ of
the District of _____, County of _____,
and State of _____, as Principal, and _____ a
solvent company authorized under laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound
unto Post Oak Savannah Groundwater Conservation District and all Subcontractors, workers, laborers, mechanics and suppliers
as their interests may appear, all of whom shall have right to sue upon this bond in the penal sum of:

_____ U.S. Dollars

(\$ _____ U.S.) for payment whereof, well and truly to be made, said Principal and Surety bind themselves
and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

Conditions of this Bond are such that, whereas, Principal has entered into a certain written contract with the District, dated the
_____ day of _____, 20____, 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, condition of this obligation is such that if the said Principal shall well and truly pay all Subcontractors, workers,
laborers, mechanics, and suppliers, all monies to them owing by said Principals for subcontracts, work, labor, equipment,
supplies and materials done and furnished for the construction of improvement of said Contract, then this obligation shall be and
become null and void; otherwise to remain in full force and effect.

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

Surety, for value received, stipulates and agrees that no change in Contract Time or Contract Amount shall in anyway affect its
obligation on this bond, and it does hereby waive notice of any such change in Contract Time or Contract Amount.

In witness whereof, said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20_____.

Principal

Surety

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Name and address of Resident Agent of Surety: _____

Note: Bond shall be issued by a solvent Surety company authorized to do business in Texas and shall meet any other requirements established by
law or by the District pursuant to applicable law. A copy of the surety agent's "Power of Attorney" must be attached hereto.

ATTACHMENT E

PERFORMANCE BOND

STATE OF TEXAS _____

Bond No. _____

COUNTY OF _____

Project No. _____

Know All Men By These Presents: That _____ of the District of _____,
County of _____, and State of _____, as Principal, and
_____, a solvent company authorized

under laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the Post Oak Savannah Groundwater Conservation District (District), and all Subcontractors, workers, laborers, mechanics and suppliers as their interests may appear, all of whom shall have right to sue upon this bond in the penal sum of:

_____ U.S. Dollars

(\$ _____ U.S.) for payment whereof, well and truly to be made, said Principal and Surety bind themselves and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

Conditions of this Bond are such that, whereas, Principal has entered into a certain written contract with the District, dated the _____ day of _____, 20____, 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, condition of this obligation is such that if the said Principal shall well and truly pay all Subcontractors, workers, laborers, mechanics, and suppliers, all monies to them owing by said Principals for subcontracts, work, labor, equipment, supplies and materials done and furnished for the construction of improvement of said Contract, then this obligation shall be and become null and void; otherwise to remain in full force and effect.

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

Surety, for value received, stipulates, and agrees that no change in Contract Time or Contract Amount shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change in Contract Time or Contract Amount.

In witness whereof, said Principal and Surety have signed and sealed this instrument this ____ day of _____, 20____.

Principal

Surety

By: _____

By: _____

Title: _____

Title: _____

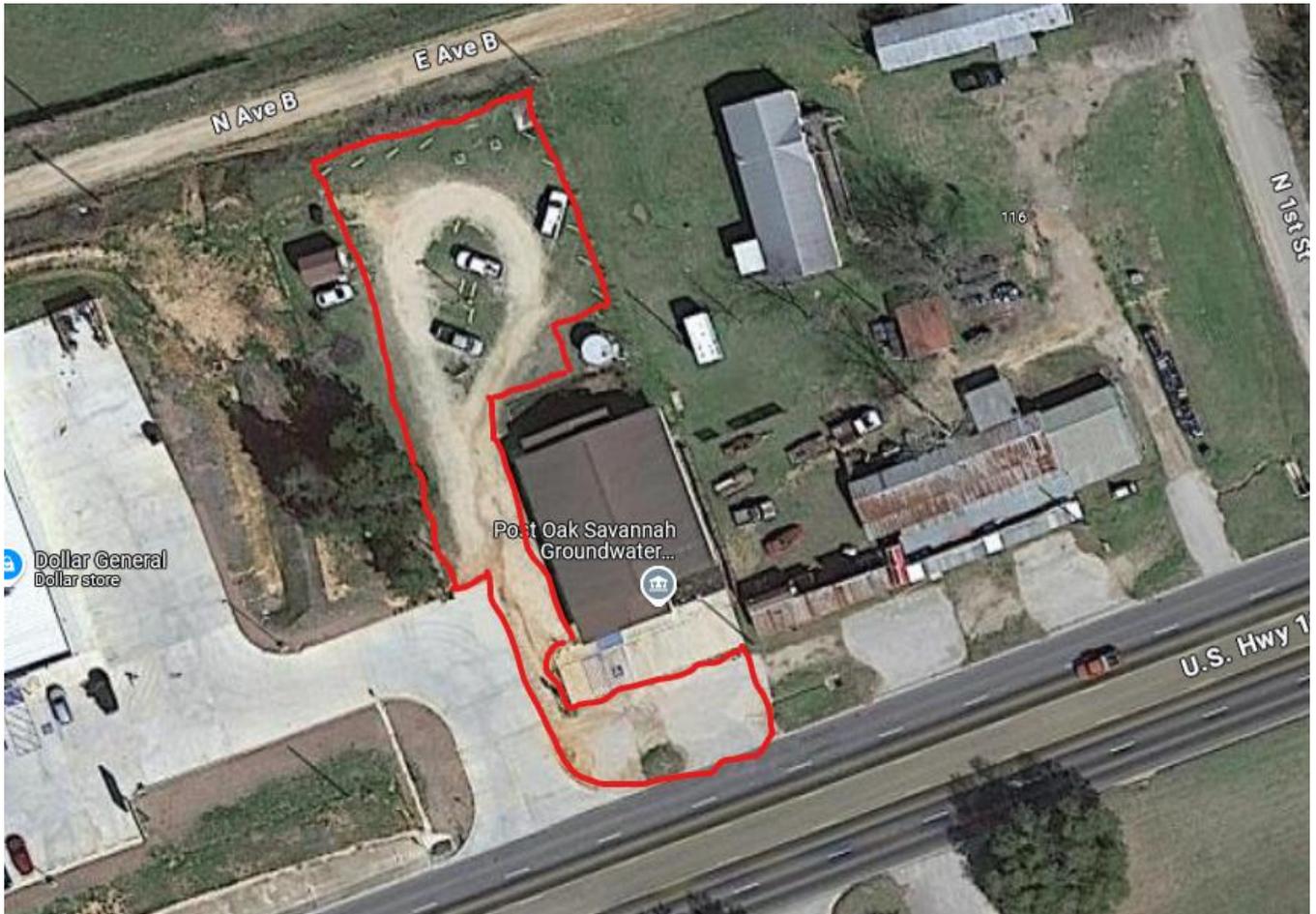
Address: _____

Address: _____

Name and address of Resident Agent of Surety: _____

Note: Bond shall be issued by a solvent Surety company authorized to do business in Texas, and shall meet any other requirements established by law or by the District pursuant to applicable law. A copy of the surety agent's "Power of Attorney" must be attached hereto.

ATTACHMENT F
POSGCD Parking Lot



Approximately 16,800 sq. ft.

ATTACHMENT G
SAMPLE CONTRACT
POST OAK SAVANNAH GROUNDWATER CONSERVATION DISTRICT
ASPHALT PARKING LOT

This Contract made and signed this _____ day of _____, 2024, by and between Post Oak Savannah Groundwater Conservation District (“District”) and _____ (“Contractor”).

The District and the Contractor for the consideration stated herein agree as follows:

Section 1.0 Scope of Work:

- 1.1 The Contractor shall furnish and pay for all labor, materials, equipment, supervision, and incidentals for performing all Work required for the **ASPHALT PARKING LOT** for the District Offices, described in the Invitation to Bid, which is not attached hereto but are incorporated by reference into this Contract.

Section 2.0 Terms:

- 2.1 This Contract will become effective on the date of acceptance by the Board of Directors “Effective Date” and will continue in full force until completion of the Project to the District’s satisfaction.
- 2.2 Any Work outside the scope of this Contract must be in writing and authorized, in advance, by the District.
- 2.3 Any variations from this Contract must be in writing and agreed upon by both the District and the Contractor.
- 2.4 In the event that a service is added/removed, Contractor may give the District a revised price and the additional/remaining portfolio in writing. The District shall have thirty (30) days to accept/reject the price revision.
- 2.5 This Contract may be terminated at any time by the District upon receipt of thirty (30) days’ prior written notice.

Section 3.0 Quality of Work and Warranty:

- 3.1 Contractor shall guarantee that workmanship performed under this contract meets or exceeds established industry standards relating to quality, neatness, precision, completeness, and attention to detail. The Contractor’s performance will be monitored closely, and discrepancies will be relayed verbally by the Water Resources Management Specialist. Failure to correct the discrepancies in a timely manner will result in a formal letter outlining the discrepancies and setting a thirty-day deadline for their correction to the District’s satisfaction. If the discrepancies are not corrected by the written thirty (30) day deadline, the District may terminate this contract. The District will not be responsible for payment of any invoice for

unsatisfactory work performed under this contract for which written notice has been provided. When the Contractor has resolved all written discrepancies, any pending invoices will be paid.

- 3.2 Contractor warrants that the work will be free from defects in materials and workmanship for a period of twelve (12) months from the completion date. If the work proves defective during this warranty period, the Contractor will repair the defective work, without charge for parts and labor. Parts, modules, and replacement products used by the Contractor for warranty work must be new.

Section 4.0 General:

- 4.1 The Contractor agrees to employ only orderly and competent workers, skillful in performance of the type of work required under this Contract. Contractor and their employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs, or controlled substances while on the job or on District property, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job. If the District notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from performing Work under this Contract, and may not employ such worker again, under this Contract, without the District's prior written consent.
- 4.2 The Contractor shall provide and pay for all materials, equipment, labor, transportation, fuel, and incidentals necessary for the furnishing, performance, and completion of the Contract.
- 4.3 The Contractor shall provide supervision to assure that all Work will be done in accordance with this Contract. The Contractor will designate personnel to communicate with the Water Resources Management Specialist regarding the performance of services as set forth in this Contract.
- 4.4 The Contractor shall, at all times, be vigilant against damage to existing equipment and facilities. The Contractor shall notify the District of such damage.
- 4.5 Contractor shall be responsible for loss or damage to property or bodily injury resulting from negligent acts of the Contractor or their work force.
- 4.6 Contractor shall be responsible for all required payroll taxes and related costs including, but not limited to, overtime, Social Security, employment insurance, and Worker's Compensation insurance.
- 4.7 All Work shall be done by Contractor's employees who are covered by all applicable insurance coverage. No Work shall be done, pursuant to this Contract, by subcontractors without the written consent of the District.
- 4.8 Contractor shall possess all licenses and permits required to perform the Work. All Work is to be done in accordance with any applicable codes, ordinances, and regulations.

Section 5.0 Authority of Water Resource Management Specialist

- 5.1 All Work shall be done under the supervision of the Water Resources Management Specialist. The Water Resources Management Specialist will decide all questions that may arise as to the quality and acceptability of materials furnished and Work performed and as to the rate of progress of the Work; all questions that may arise as to the interpretation of the specifications; and all questions as to the acceptable fulfillment of the Contract by the Contractor.
- 5.2 The Water Resources Management Specialist will have the authority to suspend the Work wholly or in part for such periods as he may deem necessary due to the failure of the Contractor to correct conditions unsafe for workers or the general public; for failure to carry out provisions of the Contract; for failure to carry out orders; for conditions considered unsuitable for the prosecution of the Work, including unfit weather; or for any other condition or reason deemed to be in the public interest. The Contractor shall not be entitled to any additional payments arising out of any such suspensions.

6.0 Quality:

The finished surface shall be smooth and free of cracks, shoving, displacement, and segregation of coarse and fine materials. Overlay shall be to a clean neat joint with existing grade. Overlay with evidence of poor workmanship such as rock pockets, ripples, voids, segregation, or out of tolerance as determined by the Water Resources Management Specialist, and shall be removed and replaced at Contractor's expense. Any aspect of the project work resulting in damage to property or equipment damages shall be restored and made "whole" by the Contractor.

7.0 Clean-up of the site and disposal of excess material:

Clean-up of the site and disposal of excess material shall be considered incidental to, and part of the price bid for micro-surfacing without separate payment. The area shall be free of any debris and will be considered safe for the public use after completion.

8.0 Protection of Work, Property and Persons:

The Contractor shall be responsible for all equipment, materials, and persons accordance with applicable Occupational Safety and Health Act (OSHA) Rules and Regulations from the commencement of the Contract until its completion, and for initiating, maintaining, and supervising all safety precautions and programs in connection with this project. All necessary precautions shall be taken: to prevent injury to the Contractor's employees and other persons who may be affected by the project; to prevent damage to or loss of materials or equipment incorporated into the project; and to protect this and other property at or adjacent to the site. After the completion of the project, all roads, drives, paths, parking lots, easements and lawns damaged by the Contractor's actions shall be restored to the same condition or better at the time of the Notice to Proceed. Prior to any construction activities, it is the Contractor's responsibility to document any existing damage or substandard conditions and report to the District. The Contractor further agrees to indemnify and hold harmless the District for all damages suffered by the District as a result of the

Contractor's failure to comply with the Act and the Standards issued thereunder and for the failure of any material and/or equipment furnished under this Contract to so comply.

9.0 Contractor Supervision:

The Contractor shall supervise and direct all work under the contract. A qualified individual shall be designated in writing to act on behalf of the Contractor. This individual shall be present on the site at all times as required to perform adequate supervision and coordination of the work, including subcontractors. The designated representative shall be fluent in the English language and have good communication skills.

10.0 Sub-Contractors:

Nothing contained in the contract documents shall create any contractual relationship between the owner and any subcontractor. Vendors who will subcontract the delivery, installation, or any other portion of the work herein described will submit with their bids the following information: 1) A description of the items to be subcontracted, and 2) The subcontractor's name, address, and telephone number. During the life of the contract, the Contractor shall provide the name, nature, and extent of all subcontractors. Subcontractors shall be considered an agent of the Contractor, who shall be held responsible and fully accountable for all of the subcontractor services, labor, and materials relative to the contract.

11.0 Permits:

The Contractor is responsible for implementation and compliance with all conditions of all required permits. The Contractor shall obtain all construction permits, licenses as required for the Work. The District will waive the permit fees for this project.

12.0 Insurance and Bonds:

- 12.1 The Contractor shall provide proof of insurance within seven (7) calendar days of the notice of award. The insurance certificate shall have the District listed as Additional Named Insured as required in the Contract.
- 12.2 Insurance required by the Contract shall be obtained from an insurance company that is licensed by the State of Texas and authorized to issue insurance policies for the limits and
- 12.3 Contractor must provide a certificate of insurance to the District prior to being awarded the Contract.
- 12.4 Contractor shall provide a certificate of insurance evidencing coverage of \$1,000,000 aggregate and \$1,000,000 each occurrence for:
 - a. Comprehensive General Liability
 - b. Automobile Liability
 - c. Worker's Compensation

- 12.5 If the coverage period shown on the Contractor's current certificate of insurance ends during the duration of the Contract, the Contractor must, prior to the end of the coverage period, file a new certificate of Insurance with the District showing that coverage has been extended. Contractor shall retain all required certificates of insurance for the duration of the Contract.
- 12.6 By signing this Contract or providing or causing to be provided a certificate of insurance, Contractor is representing to the District that all employees of the Contractor, who will provide services on the Contract, will be covered by worker's compensation coverage for the duration of the Contract, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier. Providing false or misleading information may subject the Contractor to penalties.
- 12.7 Contractor must maintain any other employer insurance required to be in compliance with statutory requirements. Contractor will furnish to the District a certificate of insurance for the above and the insurance company will show that it agrees to give the District ten (10) days' notice on any cancellation or material changes in the policies.
- 12.8 Contractor's failure to comply with any of these provisions is a breach of the Contract by the Contractor which entitles the District to declare the Contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the District.
- 12.9 For public work contracts, awards in excess of \$50,000.00 shall require the Contractor to execute a payment bond and awards in excess of \$100,000.00 shall require the Contractor to execute a performance bond, as required by the Contract. Both bonds shall be the total contract value and should be executed by corporate surety in accordance with the Insurance Code prior to the commencement of the Work, pursuant to the provisions of Texas Government Code Chapter 2253. Forms are herein as Attachment D and E.
- 12.10 Bonds, when required, shall be executed on forms furnished by or acceptable to the District. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act. The surety company and the agency or agent issuing the Payment Bonds must be authorized to issue Payment Bonds in Texas in an amount equal to or greater than the Contract price. These bonds shall remain in effect at least until one year after the date when the final payment becomes due.
- 12.11 If the surety company does not have such a rating due to the length of time it has existed, the surety company must be eligible to participate in the surety bond guarantee program of the Small Business Administration and must be an approved surety listed in the current U.S. Department of Treasury Circular 570, and must meet all of the related rules and regulations of the Treasury Department. The person executing the payment and performance bonds must be a licensed Texas local recording agent and such licensing must be recorded in the files of the State Board of Insurance. The person executing the payment and performance bonds must be authorized by the surety company to execute performance and payment bonds on behalf of the company in the amount required for the Contract and such authorization must be recorded in the files of the State Board of Insurance. The Contract shall not be in effect until such bonds have been provided by the Contractor and accepted by the District.

12.12 If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Texas or it ceases to meet the requirements of the preceding paragraph, Contractor shall within ten (10) days thereafter substitute another bond and surety, both of which must be acceptable to the District.

13.0 Changes in Quantities /Items:

The District reserves the right to add or delete any item(s) from the bid in whole or in part at the District's discretion as given in the Bid or Proposal wherever it deems it advisable or necessary so to do and such changes shall in no way vitiate the contract nor affect the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity. The District may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items or services are being purchased. The Contractor will be paid for the actual amount of authorized work done or material furnished under any item of the bid at the price bid and stipulated for such item. In case any quantity is increased, the Contractor shall not be entitled to any increased compensation over and above the unit price bid for such item, or any claim for damages on account of loss of anticipated profits should any quantities be decreased. The Contractor shall be responsible for confirming the accuracy of the specified quantities prior to ordering materials or supplies and the District's payment shall be based on the actual quantities incorporated in the work and not the quantities specified in the bid document. The quantities must not exceed the Contract specified quantities without specific written authorization of the Water Resources Management Specialist and it is the Contractor's responsibility to obtain said authorization.

14.0 Protection of Trees, Plants and Shrubs:

The Contractor shall exercise special care to minimize damage to other trees, plants and shrubs along the route of the work. The owners of trees, plants and shrubs which lie outside the property line and within the normal limits of work shall be notified by the Contractor before beginning construction operations. The owners shall be allowed to remove and protect their property, and all such trees, plants and shrubs not so protected by their owners shall be removed and replaced by the Contractor.

15.0 Use of Public Roads and Streets:

In the hauling of construction materials, equipment or other items required in the completion of this Project, the attention of the Contractor is directed to ordinances and regulations of local municipal or county governments, and State Governments which limit the type or gross weight of motor vehicles or construction equipment operating on public roads and streets or which restrict the use of such equipment on certain streets. The Contractor shall keep haul routes clean at all times to the satisfaction of the District and the local governing body having jurisdiction over the haul routes and/or TxDOT. It will be responsibility of the Contractor to investigate any limitations in routing, size of equipment or gross weight which may be subject to regulations by governmental jurisdictions. It shall be the responsibility of the Contractor to provide for the safety

and convenience of traffic so as to comply with all existing traffic regulations and ordinances that may apply. Care of existing pavement (all types) shall be the responsibility of the Contractor. He will be held liable for any damage to the existing pavement which will be used by construction equipment or suppliers while construction is in progress. Upon completion of the construction, the pavement shall be restored to its original condition or better at no cost to District.

Section 16.0 Indemnity:

- 16.1 **To the extent permitted by applicable law, the Contractor and its agents, partners, employees, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend with counsel approved by The District, and hold harmless the District and its affiliated enterprises, representatives of the District, and their respective officers, directors, employees and agents (collectively "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind, or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by, or resulting from the performance of services, or provision of goods, by Contractor pursuant to this contract, or any part thereof, which are caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by it or anyone for whose acts it may be liable even if it is caused in part by the negligence or omission of any Indemnitee, so long as it is not caused by the sole negligence or willful misconduct of any Indemnitee. In the event more than one of the Indemnitors are connected with an accident or occurrence covered by this indemnification, then each of such Indemnitors shall be jointly and severally responsible to the Indemnitees for indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any Indemnitee. The provisions of this article shall not be construed to eliminate or reduce any other indemnification or right which the District or any of the Indemnitees has by law.**
- 16.2 **Contractor shall protect and indemnify the District from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent, or copyright, arising by or out of any of the services performed or goods provided hereunder or the use by Contractor, or by the District at the direction of Contractor, of any article or material, provided that upon becoming aware of a suit or threat of suit for patent or copyright infringement, the District shall promptly notify the Contractor and Contractor shall be given full opportunity to negotiate a settlement. Contractor does not warrant against infringement by reason of the District's design of articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, the District agrees to cooperate reasonably with Contractor and parties shall be entitled, in connection with any such litigation, to be represented by counsel at their own expense.**
- 16.3 **The indemnification language contained herein shall survive the termination of any Contract or purchase order for any reason whatsoever.**

Section 17.0 Safety:

- 17.1 The Contractor shall be held responsible for the safety of their employees and

unsafe acts or conditions that may cause injury or damage to any persons or property within the work site.

- 17.2 The Contractor shall immediately notify the District's Representative of any suspected hazardous materials encountered before or during performance of the Work and shall take all necessary precautions to avoid further disturbance of the materials.
- 17.3 Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), and State safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules and regulations in the performance of these services.
- 17.4 Indemnify and hold the District harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Contractor.

Section 18. The District's Responsibilities:

- 18.1 The District shall issue all communications to the Contractor through the Water Resources Management Specialist or his authorized designee.
- 18.2 The District is not responsible for any failure of the Contractor to comply with laws and regulations applicable to furnishing or performing the Contract. The District is not responsible for the Contractor's failure to perform or furnish the Work in accordance with the Contract documents. Failure or omission of the District to discover, or object to or condemn any defective Work or material shall not release the Contractor from the obligation to properly and fully perform the Contract.
- 18.3 Information or services under the District's control shall be furnished by the District with reasonable promptness to avoid delay in orderly progress of Work.
- 18.4 Should the District suffer injury or damage to person or property because of any error, omission or act of the Contractor or of any of the Contractor's employees or agents or others for whose acts the Contractor is liable, a claim will be made to the other party within thirty (30) days of receiving notice of the event giving rise to such injury or damage. The provisions of this paragraph shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or statute of repose.

Section 19.0 Payment Terms:

- 19.1 District agrees to pay Contractor for the work performed under this contract, and Contractor agrees to accept, as his full and only compensation thereof, a sum of ___ to be paid no later than 30 days from receipt of the invoice from the Contractor and acceptance from the Water Resources

Management Specialist. That payment will be made only for quantities actually incorporated into the finished project, in place and complete, regardless of the amount of materials, equipment, and labor necessary to complete the work in a proper and workman like manager, according to the Plans and Specifications.

- 19.2 If the Contractor fails to perform any of its obligations under this Contract or any other agreement between the District and the Contractor, including its obligation to the District to pay any subcontractor or workmen or other person which arises out of or in connection with the performance of this Contract or any other agreement with the District, then the District shall have the right, in its discretion, to withhold out of any payment (final or otherwise) such sums as the Water Resources Management Specialist of the District may deem ample to protect the District against delay or loss or to assure the payment of just claims of third persons, and to apply such sums in such manner as the Water Resources Management Specialist may deem proper to secure such protection or satisfy such claims.
- 19.3 Payment to the Contractor shall be equal to ninety-five percent (95%) of the amount due. The remaining portion shall be kept as retainage until thirty (30) days after final completion of the work **and** submission of all affidavits, consents of surety, release of lien, and any bonds or warranties required by the Contract Documents or state law.
- 19.4 Any provision hereof to the contrary notwithstanding, the District shall not be obligated to make any payment (whether a Progress Payment or Final Payment) to Contractor hereunder if any one or more of the following conditions precedent exist:
- a. Contractor is in breach or default:
 - b. Any part of such payment is attributable to goods or services which are not performed in accordance with this Contract, provided, however, such payment shall be made as to the part thereof attributable to goods and services which are performed in accordance with this Contract, or the resultant purchase order or agreement.
 - c. Contractor has failed to make payments promptly to its consultants, subcontractors, suppliers, or other third parties used in connection with the goods or services for which the District has made payment to Contractor.
- 19.5 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final request for payment.

Section 20.0 Final Acceptance

- 20.1 Upon due notice from the Contractor of presumptive completion of the entire project, the Water Resources Management Specialist will make an inspection. If all services provided for and

contemplated by the Contract is found complete to his satisfaction, this inspection shall constitute the final inspection and final acceptance and notify the Contractor in writing of this acceptance as of the date of the final inspection. If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Water Resources Management Specialist will give the Contractor the necessary instructions for correction of such work, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed. In such an event, the Water Resources Management Specialist will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

21.0 Statutory Verifications.

- 21.01 To the extent this Contract constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Contractor represents that neither the Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor (i) boycotts Israel or (ii) will boycott Israel through the term of this Contract. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.
- 21.02 To the extent the Contract constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Governmental Code, as amended, solely for the purposes of compliance with Chapter 2252 of the Texas Governmental Code, and except to the extent otherwise required by applicable federal law, Contractor represents that the Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor is a company listed by the Texas Comptroller Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
- 21.03 The Contractor hereby verifies that it and its parent’s company, wholly or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of the Contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such section is not inconsistent with a governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing or investment of funds. As used in the foregoing verification, “boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil-based energy and does not commit or pledge to meet environmental standards beyond federal and state law: or (B) does business with a company described as by the preceding statement in (A).
- 21.04 The Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that

discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

- 21.05 Form 1295. Texas law and the District requires that business entities, as defined in Texas Government Code, Section 2252.908, who contract with the District complete the on-line of Form 1295 "Certificate of Interested Parties" as promulgated by the Texas Ethics Commission (<https://www.ethics.state.tx.us/filinginfo/1295/>). Form 1295 is also required for any and all contract amendments, extensions, or renewals. Prior to any payment to Contractor hereunder, Contractor shall provide proof of submission to the District that the appropriate Form 1295 documentation has been submitted.

Section 22.0 Miscellaneous:

- 22.1 In the event of any suit at law or inequity involving the Contract, venue shall be in Travis County, Texas, and the laws of the state of Texas shall apply to the interpretation and enforcement of the Contract.
- 22.2 This Contract represents the entire and integrated agreement between the District and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 22.3 Except as otherwise provided herein, the rights and remedies available to the parties are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantees or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each duty, obligation, right and remedy to which they apply.
- 22.4 If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional,

invalid or unenforceable, that finding shall only affect such word, phrase, clause, sentence or provision, and such finding shall not affect the remaining portions of this Contract; this being the intent of the parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

22.5 The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent Contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the District.

This Contract, together with the documents and exhibits above-mentioned, and all documents are fully a part of this Contract as if attached to it or herein repeated.

POST OAK SAVANNAH GROUNDWATER CONSERVATION DISTRICT:

Gary Westbrook, General Manager

Date

ATTEST:

Kelli Timmerman, Office Manager

CONTRACTOR:

Signature: _____

Printed name: _____

Address: _____

Phone Numbers: _____

Office: _____

Cell: _____

Federal Taxpayer Identification Number: _____