



**DE WITT COUNTY, TEXAS
ASPHALT MAINTENANCE SERVICES
BID PACKET NO: 2026-0002**

GENERAL INFORMATION

Submit to: De Witt County Auditor, Neomi Williams
102 N Clinton, Suite 240
Cuero, Texas 77954

For: **Asphalt Maintenance Services (Labor and Equipment)**

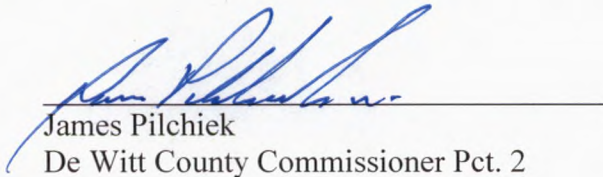
Due Date: Wednesday, September 10, 2025 at 3:00 p.m. in the County Auditor's Office at which time bids will be opened and publicly read. All bids will be date and time stamped. Any bids received after the specified time will not be considered.

Presentation: Monday, September 22, 2025 at 9:00 a.m. during a regular session of the Commissioner's Court in the De Witt County Courthouse, 307 N Gonzales, Cuero Texas 77954.

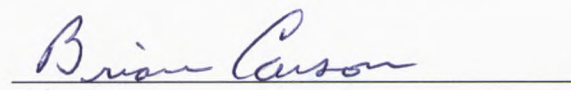
Bid Requirements:

- Bid pages shall be placed in a sealed envelope marked "**ASPHALT MAINTENANCE SERVICES**".
- Bids shall be submitted on the Exhibit B - "Bid Submittal Sheet" or similar format.
- A Bid Bond in the amount of 5% of the total amount of the bid in the form of a bond or a cashiers' check payable to De Witt County is due with the bid submission.


Ryan Varela
De Witt County Commissioner Pct. 1


James Pilchick
De Witt County Commissioner Pct. 2


James Kaiser
De Witt County Commissioner Pct. 3


Brian Carson
De Witt County Commissioner Pct. 4



**DE WITT COUNTY, TEXAS
BID DOCUMENT CHECKLIST
ASPHALT MAINTENANCE SERVICES
BID PACKET NO: 2026-0002**

Items required with bid

Items submitted with bid
(Bidder's INITIALS)

Bid Contract (Original)	_____
Bid Bond	_____
Payment and Performance Bonds	_____
Certificate from a Surety Company (Consent of Surety)	_____
Conflict of Interest Questionnaire (Form CIQ)	_____
Certificate of Interested Parties (Form 1295)	_____
Suspension/Debarment Certification	_____
Department of Fair Labor standards Act Certification	_____
Certificate of Liability Insurance	_____
Exhibit B	_____
Acknowledgment of receipt of addenda, if any	_____

The undersigned bidder herewith submits the above required documents. Also acknowledging that failure to submit any of these items with the bid shall be cause for rejection.

Company Name: _____

Signed By: _____

Printed Name and Title: _____

Date: _____

This checklist should be initialed and signed where indicated and returned with all completed documents.

De Witt County Contract No:

ASPHALT MAINTENANCE SERVICES CONTRACT

THIS ASPHALT MAINTENANCE SERVICES CONTRACT is made on its Effective Date by and between De Witt County, Texas (“county”), a duly organized and operating county and political subdivision of the State of Texas, acting by and through the De Witt County Commissioners Court (“Commissioners Court”), and (“Contractor”),

_____ under Texas law. In order to provide labor and equipment for road maintenance services for the county, and in consideration of the terms and provisions of this contract, including all promises, representations, warranties, covenants, consideration, or other obligations herein described, the sufficiency of which are expressly acknowledged, the parties agree as follows:

1. GENERAL PROVISIONS

1.1 As used in this contract unless otherwise designated: (a) singular nouns and pronouns shall include the plural, and the masculine gender shall include the feminine gender, and vice versa, where necessary for a correct meaning; (b) “Effective Date” shall mean October 1, 2025, same being the effective contract date identified in the October 1, 2025 contract award made by the county to the Contractor pursuant to the competitive bid and procurement procedure conducted for this public works matter; (c) “Project” and “scope of work” are synonymous; (d) “Term of this contract” shall mean the specified contract shall commence October 1, 2025 and shall remain in effect through midnight on September 30, 2026. DE WITT County may request to renew the contract at the same terms, conditions, and pricing associated with the BASE YEAR for up to two (2) EXTENSION YEARS, through the end of the DE WITT County fiscal year 2028, subject to agreement by the CONTRACTOR; and (e) “party” shall mean a signatory party to this contract, including the elected officials, appointed officials, employees, partners, members, managers, directors, officers, representatives, agents, successors, and permitted assigns of the party, as well as an affiliate business entity of the party (including a superior and/or subordinate business entity of the party).

1.2 All statements made in the caption, preamble, and preliminary recitals of this contract, and all attached documents, are incorporated by reference.

1.3 In consideration for the funds provided by the county as herein provided, the Contractor shall perform the work identified in this contract, more particularly described in the scope of work and technical specifications described in the attached Exhibits.

2. CONTRACT AMOUNT

2.1 Work under this contract shall be performed by the Contractor for the county on and as needed basis only, when requested by the county, and described in the attached exhibits. The contract amount shall not exceed **\$2,000,000.00**. Periodic payments by the county to the contractor under this contract shall occur pursuant to the procedures herein described, and shall be paid to the contractor based on an hourly amount for the time that the equipment and labor, as requested by the county from time to time during the term of the contract, on the work to be paid in accordance with the scope of work and technical specifications described in the attached exhibits. The amount to be paid shall be based upon satisfactory completion of work under this

contract, as set forth by the applicable De Witt County Commissioner, or in cases of larger jobs, the Commissioners Court.

2.2 All materials needed to complete work under this contract will be provided by the county, unless otherwise described in Exhibit B.

2.3 Payment by the county of the contract shall be the only, and the complete, compensation to the Contractor for all expenses, of whatever nature, incurred by the Contractor in the performance hereof, and shall be the only, and the complete, compensation to the Contractor for the work under this contract, unless additional work is asked of the Contractor by the county. Payment for the work is full compensation for all equipment, labor, tools, materials, and supplies necessary to complete the work under this contract. Until final acceptance and final payment, the Contractor assumes liability for completing the work under this contract in accordance with the specifications and for any loss or damage arising from the performance of the work or from actions of the elements of work or weather.

2.4 All production toward any work under this contract must be complete, inspected, and approved by the county before final payment is rendered.

2.5 If newer equipment is purchased by the Contractor and a change in hourly price is required, a 15 day written notice will also need to be approved by Commissioners Court.

2.6 If the price of diesel exceeds \$4.00/gallon then an additional charge of 1% per \$0.10 over that amount will need to be applied to the agreed equipment hourly rates on all work being done for the COUNTY.

2.7 The COUNTY reserves the right to retain 10% of the CONTRACT amount until satisfactory completion of all requested work performed pursuant to this CONTRACT.

3. CONTRACT PROVISIONS

3.1 Termination.

3.1.1 In the event of an early termination of this contract for any reason other than the completion of the Project, the Contractor shall deliver to the county, not later than 15 days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all project work performed, and the contract amount earned, to and including the date of termination.

3.1.2 In the event of Termination under Paragraph 3.1.4, the approval of such Termination Report by the county shall entitle the Contractor to receive that portion of the contract amount earned to and including the date of termination, subject to confirmation by the county of the satisfactory completion of the work performed under this contract by the Contractor.

3.1.3 In the event of Termination under Paragraph 3.1.4, the approval of such a Termination Report by the county shall in no event relieve the Contractor from any and all

liability for damages sustained or incurred by the county as a result of the Contractor's breach of its obligations hereunder.

3.1.4 Notwithstanding anything stated to the contrary, this contract may be terminated: (a) automatically upon the expiration of the Term of this contract; (b) if agreed by the parties in writing; (c) unilaterally by the Contractor (with 30 days advance written termination notice delivered by the Contractor to the county) should the Contractor determine, in its sole discretion and business judgment, that the contract is no longer practical or economically feasible -- however, when notice of default has been given by the county to the Contractor, this unilateral right of the Contractor to terminate this contract shall not be authorized; (d) unilaterally by the county should it determine, in its sole discretion and business judgment, that the contract is no longer practical or economically feasible; (e) unilaterally by the county under Paragraph 3.3; or (f) if a default of this contract is committed by a party and not timely cured, in which event any resulting cost, expense, or damage incurred by the non-defaulting party shall be paid by the defaulting party.

3.2 Satisfactory Performance.

3.2.1 The county may request at any time removal of any equipment or laborer from any task being undertaken by Contractor. The Contractor shall promptly replace such equipment or laborer.

3.2.2 Any work performed under this contract by the Contractor that results in damage to public or private property must be remedied by the Contractor.

3.2.3 The county may issue stop work orders without advance notice.

3.2.4 All labor, design, and construction services performed by the Contractor, or materials supplied by the Contractor, on work conducted pursuant to this contract shall be performed and/or supplied by the Contractor: (a) in a good and workmanlike manner pursuant to generally accepted design and construction standards; and (b) in compliance with the scope of work and technical specifications described in the attached Exhibits. Further, the final, as-built result of said work by the Contractor shall be in all things fit for the purpose intended.

3.3 Conditional Nature of Contract. Notwithstanding anything stated to the contrary, and pursuant to Section 271.903 of the Texas Local Government Code (the contents of which are incorporated by reference) and other authority, all obligations of the county, including without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the county be liable for any payments in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the county shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this contract immediately upon giving the Contractor notice of such termination. The county's obligation to make monetary payment under this contract is: (a) from current revenues; and (b) subject to the appropriation and budget action by the Commissioners Court to appropriate current revenues sufficient to pay that and any other monetary obligation of the county under this contract. The county retains the right to terminate this contract at the expiration of each budget period of the county, and further, this contract is conditioned on a best efforts attempt by the county to obtain and appropriate funds for the payment of any monetary obligation of the county under this contract. A termination of this

contract under this provision is required by law, and shall not constitute a default under this contract.

3.4 Insurance. The Contractor shall obtain, maintain in force and provide to the county insurance coverage and proof of insurance as follows:

3.4.1 The Contractor shall provide to the county proof of Texas Statutory Worker's Compensation and Employer's Liability insurance with a waiver of subrogation in favor of the County. In the event any work under this contract is sublet, the Contractor shall require each subcontractor similarly to provide the same coverage and shall acquire evidence of such coverage of the subcontractor.

3.4.2 The Contractor shall provide to the county proof of Comprehensive General Liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 for bodily injury or death in any one incident, and \$1,000,000 for property damage in any one incident. The Contractor shall also provide Automobile Public Liability Insurance on all vehicles used in connection with the contract, whether owned, non-owned or hired in the amount of not less than \$500,000 for injuries to one (1) person, \$1,000,000 for each occurrence; \$250,000 for property damage. Regarding the policies of insurance described in this paragraph: (a) the county shall be listed as an additional insured/co-insured on each policy; (b) each policy shall be drafted on the commercial general liability form approved for use in the State of Texas; (c) each policy shall include coverage for acts of independent contractors; and (d) each policy shall contain a clause prohibiting cancellation for modification of the policy earlier than 10 days after written notice has been received by the county.

3.4.3 The insurance policies described in Paragraph 3.4 shall be the standard form employed in the State of Texas, and issued by underwriters acceptable to the State, and authorized to do business in the State of Texas.

3.5 OBSERVATION OF LAW. THE CONTRACTOR SHALL KEEP FULLY INFORMED OF ALL FEDERAL AND STATE LAWS, ALL LOCAL LAWS, ORDINANCES, AND REGULATIONS, AND ALL ORDERS AND DECREES OF TRIBUNALS HAVING ANY JURISDICTION OR AUTHORITY, WHICH IN ANY MANNER AFFECT THOSE ENGAGED OR EMPLOYED ON THE WORK, INCLUDING PERFORMANCE AND PAYMENT BOND STATUTES. THE CONTRACTOR SHALL AT ALL TIMES OBSERVE AND COMPLY WITH ALL SUCH LAWS, ORDINANCES, REGULATIONS, AND DECREES, AND SHALL DEFEND, PROTECT AND INDEMNIFY THE COUNTY AGAINST ANY CLAIM OR LIABILITY ARISING FROM OR BASED ON THE VIOLATION BY THE CONTRACTOR OF ANY SUCH LAW, ORDINANCE, REGULATION, ORDER, OR DECREE, INCLUDING PERFORMANCE AND PAYMENT BOND REQUIREMENTS AS HEREAFTER DESCRIBED.

3.6 INDEMNIFICATION. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL LOSSES SUFFERED BY THE COUNTY, AND ANY AND ALL CLAIMS, LIABILITIES OR PENALTIES ASSERTED AGAINST THE COUNTY, BY OR ON BEHALF OF ANY PERSON, ON ACCOUNT OF, BASED ON, RESULTING FROM, OR ARISING OUT OF (OR WHICH MAY BE CLAIMED TO ARISE OUT OF) THE ACTS OR OMISSIONS OF THE CONTRACTOR. THIS COVENANT SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

3.7 Drug Free Workplace. The Contractor will comply with the terms of 40 CFR Part 36 which requires that as a condition of the contract, certification that they maintain a drug-free workplace. By signing and submitting the Contract, the Contractor certifies that it will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity.

3.8 Contractor's Relation to County. In the performance of this contract, the Contractor and its employees are in all respects independent contractors, and are neither agents nor employees of the county. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the county nor are they entitled to any of the benefits, worker's compensation or emoluments provided by the county to their respective employees.

3.9 Personnel.

3.9.1 The Contractor shall, at its own expense, provide all personnel necessary to perform all work under this contract. The Contractor warrants that all personnel engaged in said work shall be qualified to perform such work, and shall be properly licensed and authorized to perform said work under all applicable laws.

3.9.2 The Contractor shall not hire any person, firm or corporation with whom it is engaged in a combined effort to perform said work or hire any person who has a contractual relationship with the county, or who is a county officer or employee, whether elected or appointed.

3.9.3 In the event of any dispute hereunder, the interpretation of this contract by the county, and its decision on any dispute, shall be final.

3.9.4 Neither party is an agent, servant, or employee of the other party. Each party is responsible for its individual conduct as well as the conduct of its elected or appointed officials, employees, directors, officers, members, managers, representatives, and agents. This contract does not constitute or describe a joint venture or enterprise between the parties.

3.10 Area Covered. Except as otherwise specifically provided herein, the Contractor shall perform all work under this contract with respect to the county.

3.11 Waiver of Breach. No failure by the county to enforce any provisions hereof after any event of default shall be deemed a waiver of its rights with regard to that default event, or any subsequent default event. No express waiver of any event of default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the

county to enforce each and all of the provisions hereof upon further or other default on the part of the Contractor.

3.12 Notice. All notices to a Party required by this Contract shall be delivered by email (with confirmation of receipt) to the recipient Party at the following address: (a) for county – dewitt-county-auditor@dwcotx.org; and (b) for Contractor (enter email address below) –

Unless otherwise provided in this Contract, all notices shall be deemed delivered on the date of transmission, if notice occurs by email and receipt is confirmed. The Contractor may change its notice delivery by sending written notice of the change to the County at the following address:

De Witt County Auditor, 102 N. Clinton St., Ste. 240, Cuero, Texas 77954.

3.13 Amendment. This contract may be amended, waived, or discharged only by an instrument in writing signed by the parties hereto and only after written consent of the parties.

3.14 Construction of Contract and Terms. This contract shall be construed in accordance with the law of the State of Texas and is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns; however, this contract may not be assigned without the written consent of the parties.

3.15 Third Parties. The parties do not intend to benefit any third parties and this contract shall not be construed to confer any such benefit.

3.16 Entire Contract. This contract, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire contract and understanding between the parties, and supersedes all prior contracts and understandings relating hereto. Signed counterparts of this contract may be delivered by facsimile and by scanned pdf image, each of which shall have the same force and effect as an original signed counterpart.

3.17 Additional Contract Provisions. The parties further agree as follows:

3.17.1 Pursuant to Paragraph 3.5, on or within 10 business days of the Contractor's signing of this contract, the Contractor and its authorized corporate Surety shall execute and deliver to the county: (a) a **Performance Bond** in the amount of **\$2,000,000.00** ; and (b) a **Payment Bond** in the amount of **\$2,000,000.00**. Said bonds shall be executed and delivered by the Contractor and its authorized corporate Surety in full compliance with Chapter 2253 of the Texas Government Code, the contents of which statute are incorporated by reference. The Performance Bond shall be: (a) solely for the protection of the county who has awarded this Contract to the Contractor; (b) in the amount of this Contract; and (c) conditioned on the faithful performance of the work in accordance with the plans, specifications, and Contract documents. The Payment Bond shall be: (a) solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a subcontractor to supply public work, labor, or material; and (b) in the amount of this Contract. The Performance Bond and Payment Bond must be executed by the Contractor's authorized corporate Surety in accordance with Chapter 3503 of the Texas Insurance Code, and must clearly and prominently display on the bond, or on an attachment to the bond, all information required by Section 2253.021 of the Texas Government Code. Contractor's corporate surety shall be in all things authorized to do business in Texas as required by Chapter 3503 of the Texas Insurance Code.

3.17.2 This contract shall commence on October 1, 2025 once the contract is signed by the County Judge and shall remain in effect through midnight on September 30, 2026 (i.e., the end of DE WITT County's 2025 – 2026 fiscal year, hereafter the "BASE YEAR"). DE WITT County may request to renew the contract at the same terms, conditions, and pricing associated with the BASE YEAR for up to two (2) EXTENSION YEARS, through the end of the DE WITT County fiscal year 2027 – 2028, subject to agreement by the CONTRACTOR.

3.17.3 Upon the occurrence of a default by a party under this contract, written notice of the default shall be given by the non-defaulting party to the defaulting party. The defaulting party shall have 7 days from receipt of the default notice to cure the default; however, the default cure period may be extended if agreed by the parties in writing. If the default is not timely cured, the non-defaulting party may immediately terminate this contract by giving written notice to the defaulting party.

3.17.4 If any provision of this contract is held to be illegal, unenforceable or invalid, it shall be severed and the remaining provisions shall not be affected and shall remain in full force and effect. Any provision of this contract which is declared invalid, void or illegal shall in no way affect, impair, or invalidate any other provision of the contract, and such other provision shall remain in full force and effect.

3.17.5 In the event litigation is filed regarding this contract, including a claim alleging a default by a party of any obligation required by this contract, the prevailing party shall be entitled to recover its attorney's fees, costs, accrued or assessed interest, and all expenses incurred in the litigation as provided by law; however, the litigation rights and remedies described in this contract are subject to all protections afforded to the county pursuant to the doctrine of governmental immunity.

3.17.6 The failure of a party in any one or more instances to insist upon the performance of any of the terms or provisions of this contract shall not be construed as a waiver of such party's rights with respect to any continuing or subsequent breach of those or any other terms or provisions, and the same shall remain in full force and effect.

3.17.7 The parties have read the contract in its entirety and understand all of its terms and provisions. Each party expressly warrants that: (a) the person signing this contract on behalf of a party has the authority and power to execute it on behalf of that party; (b) after the contract's execution, the parties will be bound by all provisions of this contract, subject to the doctrine of governmental immunity; and (c) this contract was approved by Commissioners Court at a public meeting properly noticed and conducted pursuant to Chapter 551 of the Texas Government Code, the Texas Open Meetings Act.

3.17.8 The parties represent and warrant as follows:

- (a) The parties have carefully reviewed this contract.
- (b) The parties have consulted with counsel concerning this contract, or have chosen to enter this contract without legal advice.

(c) The decision by a party to execute this contract was not based on any statement or representation by any other person other than those contained in this contract.

(d) There are no understandings, statements, promises, or inducements (written or oral) contrary to the terms of this contract.

(e) Currently, and at the time of work completion under this contract, the Contractor warrants and represents that there are no unpaid or existing liens, claims, or demands of subcontractors, material men, mechanics, laborers, or any others resulting from or arising out of any work done or to be done by the Contractor under this contract.

(f) The Contractor warrants and represents that all work performed under this contract shall be timely and properly completed in compliance with this contract.

(g) The Contractor grants to the county an express one (1) year warranty regarding all design, labor, services, supplied materials (if any), and workmanship by the Contractor on any and all work performed pursuant to this contract, with the warranty beginning on the date of the Contractor's completion of said work and ending on the one (1) year anniversary of that completion date; however, this warranty shall exclude damage caused by normal wear and tear under normal usage.

(h) Any other representations or warranties made by the parties in this contract are incorporated by reference.

3.17.9 This contract shall be performed in De Witt County, Texas. The parties have a duty to mitigate damages. The parties agree to mediate any dispute arising out of or in connection with this contract prior to filing suit on or regarding this contract, as herein provided. Proper venue regarding all suits, actions, or judicial proceedings regarding this contract shall be in a court of competent jurisdiction in De Witt County, Texas or the appropriate federal court of the Southern District of Texas. No suit shall be filed by a party regarding a dispute between the parties under or related to this contract unless the parties first submit the dispute to mediation pursuant to Chapter 2009 of the Texas Government Code and Chapter 154 of the Texas Civil Practice and Remedies Code; however, it is agreed that a party may file suit under or related to this contract without first submitting the dispute to mediation if the sole requested relief in the suit is for injunctive or mandamus relief. Each party shall pay its own expenses incurred for the mediation, including attorney fees, respective share of mediator fees, travel expenses, and all other expenses. The mediator shall be selected by the parties' mutual consent; however, should the parties fail to agree, the dispute shall be submitted to the following public institution for assignment of a mediator and the holding of the required mediation: Center for Public Policy Dispute Resolution, School of Law, University of Texas at Austin, 727 East Dean Keeton Street, Austin, Texas 78705.

3.17.10 Notwithstanding anything stated to the contrary, should a party default in the performance of any obligation, promise, representation, or warranty contained in this contract,

that default event, any related default claim, and this provision, shall survive the termination of this contract and can be asserted in litigation against the defaulting party.

3.17.11 The captions of the paragraphs or other parts of this contract are inserted for the convenience of reference only and shall not be deemed to modify or otherwise affect in any respect the provisions of this contract.

3.17.12 Time is of the essence. Unless otherwise specified, all references in this contract to “days” shall mean calendar days. Business days, if used in this contract, shall exclude Saturdays, Sundays, and legal public holidays as then recognized and observed by the county. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday as then recognized and observed by the county, the date for performance will be the next following regular business day.

3.17.13 Contractor hereby verifies that the company and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliates:

- (a) Do not boycott energy companies and are authorized to agree in this contract not to boycott energy companies during the term of this contract. (“Boycott energy company” has the meaning provided in section 809.001 of the Texas Government Code.)
- (b) Do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade associations and is authorized to agree in this contract not to discriminate against a firearm entity or firearm trade association during the term of such contracts. (“Discriminate against a firearm entity or firearm trade association” has the meaning provided in section 2274.001(3) of the Texas Government Code. “Firearm entity” and “firearm trade association” have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.)
- (c) Do not boycott Israel and are authorized to agree in this contract not to boycott Israel during the term of this contract. (“Boycott Israel” has the meaning provided in section 808.001 of the Texas Government Code.)
- (d) That Contactor is in compliance with 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended

THIS ASPHALT MAINTENANCE SERVICES CONTRACT is executed on the date of the last signing party as shown below, and deemed effective on its Effective Date as herein described.

EXECUTED on the Effective Date by the Parties to this Agreement.

COUNTY:

De WITT COUNTY, TEXAS

By: Daryl Fowler, County Judge,
De Witt County, Texas

Signature

Date

CONTRACTOR:

By:_____

Printed Name:

Signature

Title

Date

EXHIBIT A

Title: Hourly Labor and Equipment Prices

Objective: The exhibits attached to the contract describe a base rate for equipment and labor at an hourly amount for work done under this contract. Work done by the contractor under this contract shall be performed by the contractor for the county on an as needed basis only, when that work is requested by the county as herein described.

The contents of the contract, and all attached documents, are incorporated by

reference. **SCOPE OF WORK**

When work by the contractor is desired by the county under this contract, a county commissioner will deliver to the contractor a written prioritized task list for the specific work to be done. The result in work from the task list must be completed one at a time per county commissioner precinct on a rotational basis.

General Requirements:

The following are minimum requirements:

1.1 The Contractor works at the request and general direction of the Precinct Commissioner requesting the work pursuant to the technical specifications in this contract. The Contractor's crews work at the direction of the Contractor's supervisor.

1.2 Once work has commenced under the contract, using equipment on the property, the Contractor must work diligently and uninterrupted in an expeditious and professional manner until all work is complete.

1.3 The Contractor must keep the work site free of debris and hazards.

1.4 A Contractor supervisor, with authority and ability to respond to any reasonable request of De Witt County staff, the Project Engineer or landowner must be on the job site at all times.

General Conditions:

2.1 The Contractor shall be responsible for calling and notifying "800-DIG-TEST" (also known as "811" or "Texas811.org") and for the proper care of other utilities in the street or road. The Contractor shall communicate to the Precinct Commissioner a list of utilities and their respective locations that could be impacted by task activities.

2.2 The Contractor shall clean the site on a daily basis and remove or safely store equipment and materials prior to leaving the site at the end of the day.

2.3 The Contractor shall at all times conduct work so as to assure the minimal obstruction to traffic. The Contractor shall provide for the safety and convenience of the landowner, general public and the residents along the work site route and the protection of private property.

2.4 In the event of interruption to water or utility services occurring as a result of contractor's conduct, acts, or omissions, the Contractor shall promptly notify the Precinct Commissioner and shall cooperate with said authority in the restoration of services, at contractor's sole expense. If water or other utility service is interrupted, contractor's repair work shall be continuous until the service is restored.

2.5 In the event that stop work steps are required, no further work shall be allowed, and final construction costs to date shall be considered for approval by Commissioners Court and provided to the county at the next available Commissioners Court meeting.

2.6 The Contractor work hours shall coincide with the Commissioner Precinct operation hours, unless arranged with the Precinct Commissioner in advance.

2.7 The county may change the work at any time. Any additional work requested by county to be done on Project that was not part of the initial contract will be billed to county based on contract rate sheet (which is included).

2.8 Water shall be supplied by the County for all work under the contract; however, an additional cost may arise, to be reimbursed by the county to the Contractor, if the Contractor must truck water to work sites in order to satisfactorily complete work under this contract. This reimbursement water cost will be based on: (a) the rate sheet attached as Exhibit B; and (b) the actual price incurred by the Contractor for the water necessary to complete the work, which price shall be confirmed and verified through submission by the Contractor to the county of copies of the actual purchase invoices paid by the Contractor for said water.

2.9 Payment shall be made by the County for road maintenance services upon: (a) full completion of the task, provided the work has been inspected and approved by the Precinct Commissioner; (b) timely submission to the County Auditor of a valid and proper billing invoice for the services; and (c) approval of said billing invoice by the Commissioners Court. LGC 113.064; GC CHAPTER 2251. NOTE: Invoices must state the bid packet number 2026-0001 and bid item number. Invoices are accepted by mail, 102 N. Clinton St., Ste. 240, Cuero, Texas 77954 or by email at accounts-payable@dwcotx.org.

TECHNICAL SPECIFICATIONS

The anticipated maintenance services for the asphalt maintenance services shall be governed by the specifications outlined by the De Witt County Commissioner in charge of the project.

The CONTRACTOR will be compensated for project mobilization costs for Type II work authorizations in accordance with Table D-1 below. Unless otherwise approved by the COUNTY COMMISSIONER, mobilization compensation shall be considered full compensation for all project startup costs, including, but not limited to, initial equipment transport costs to the project jobsite, performance and payment bonds required for Type II work authorizations.

WORK AUTHORIZATION MOBILIZATION COSTS

Initial Estimated Project Construction Cost	Allowable Mobilization (% Estimated Construction Cost)
< \$100,000	5%
> \$100,000 to \$200,000	3.5%
> \$200,000 to \$400,000	3.0%
> \$400,000	2.5%

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

2
Check this box if you are filing an update to a previously filed questionnaire. (The law requires 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.)

that you file an updated day after the date on which

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, officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with Complete subparts A and B for each employment or business relationship described. Attach CIQ as necessary.

or a family member of the the local government officer. additional pages to this Form

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

to receive taxable income,

Yes

No

B. Is the vendor receiving or likely to receive taxable income, other than investment of the local government officer or a family member of the officer AND the taxable income local governmental entity?

income, from or at the direction is not received from the

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 as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

of the officer one or more gifts

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

() 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.

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

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

OFFICE USE ONLY

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

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

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

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

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

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

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

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

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

SUSPENSION/DEBARMENT CERTIFICATION

All Bidders must complete this form and return with Bid Package.

I, the undersigned agent for the firm named below, certify the organization and its principles are not suspended or debarred on any listing(s) to include federal, state, or local (i.e. GSA/HUD/GAO/TDHCA).

Company Name: _____

Authorized Official's Name (Printed): _____

Signature of Company Official: _____

Date: _____

DEPARTMENT OF FAIR LABOR STANDARDS ACT CERTIFICATION

All Bidders must complete this form and return with Bid Package.

I, the undersigned agent for the firm named below, certify the organization and its principles adhere to the Department of Fair Labor Standards Act.

Company Name: _____

Authorized Official's Name (Printed): _____

Signature of Company Official: _____

Date: _____

BID NO: 2026-0002
EXHIBIT B - BID SUBMITTAL SHEET

Complete or attach only what you can supply
EQUIPMENT AND OPERATOR

EQUIPMENT	MAKE	MODEL	YEAR	SPEC	HOURLY RATE
Dump Truck					
Loader					
Tractor Trailer Rig					

BID NO: 2026-0002
EXHIBIT B - BID SUBMITTAL SHEET

Complete or attach only what you can supply
EQUIPMENT AND OPERATOR

EQUIPMENT	MAKE	MODEL	YEAR	SPEC	HOURLY RATE
Distributor					
Lay Down Machine					
Chip Spreader					

BID NO: 2026-0002
EXHIBIT B - BID SUBMITTAL SHEET

Complete or attach only what you can supply
EQUIPMENT AND OPERATOR

EQUIPMENT	MAKE	MODEL	YEAR	SPEC	HOURLY RATE
Roller					
Broom					
Wind Row Elevator					

BID NO: 2026-0002
EXHIBIT B - BID SUBMITTAL SHEET

Complete or attach only what you can supply
EQUIPMENT AND OPERATOR

EQUIPMENT	MAKE	MODEL	YEAR	SPEC	HOURLY RATE
Additional					
Equipment					
Not Listed					
Above					

BID NO: 2026-0002
EXHIBIT B - BID SUBMITTAL SHEET

Complete or attach only what you can supply

LABOR	TYPE OF LABOR	HOURLY RATE
Laborer		
Crew Foreman		
Supervisor		
Professional		

BID NO: 2026-0002
EXHIBIT B - BID SUBMITTAL SHEET

Complete or attach only what you can supply

LABOR	TYPE OF LABOR	HOURLY RATE
Service Mechanical	_____	_____
	_____	_____
	_____	_____
	_____	_____
Additional	_____	_____
	_____	_____
	_____	_____
	_____	_____
Laborer	_____	_____
	_____	_____
	_____	_____
	_____	_____
Not Listed	_____	_____
	_____	_____
	_____	_____
	_____	_____
Above	_____	_____
	_____	_____
	_____	_____
	_____	_____

BID NO: 2026-0002
EXHIBIT B - SUBMITTAL SHEET

Bid Item#	Bid Item	Unit	Unit Price Bid (in words)	Unit Price Bid (in numbers)
1	Furnish pilot truck w/ driver as directed by County Commissioner	Hour	_____dollars _____cents per Hour	\$ _____ per Hour
2	Provide equipment and labor to install paving oil (AC5, 10, 15P or RC 250) as directed by County Commissioner	Gallon	_____dollars _____cents per Gallon	\$ _____ per Gallon
3	Furnish & install paving oils (AC5, 10, 15P or RC 250), including equipment & labor as directed complete in place by County Commissioner	Gallon	_____dollars _____cents per Gallon	\$ _____ per Gallon
4	Provide equipment and labor to install chipseal rock (grade 3, 4 , or 5)(per course) as directed by County Commissioner	Cubic Yard	_____dollars _____cents per Cubic Yard	\$ _____ per Cubic Yard
5	Furnish & install crack seal as directed complete in place by County Commissioner	Pound	_____dollars _____cents per Pound	\$ _____ per Pound
6	Provide equipment and labor to install prime coat as directed by County Commissioner	Gallon	_____dollars _____cents per Gallon	\$ _____ per Gallon
7	Provide equipment and labor to install hot mix, 3 inch layer as directed, complete in place by County Commissioner	Square Yard	_____dollars _____cents Square Yard	\$ _____ Square Yard
8	Furnish and install fog seal as directed, complete in place by County Commissioner	Gallon	_____dollars _____cents per Gallon	\$ _____ per Gallon
9	Furnish TCP for stationary work as directed by County Commissioner	Day	_____dollars _____cents per Day	\$ _____ per Day

BID NO: 2026-0002
EXHIBIT B - SUBMITTAL SHEET

Bid Item#	Bid Item	Unit	Unit Price Bid (in words)	Unit Price Bid (in numbers)
10	Furnish TCP for stationary work as directed by County Commissioner	Week	_____dollars _____cents per Week	\$ _____ per Week

I have read the bid specifications and bid packet and shall carry out the requirements of the bid.

The undersigned Bidder, to the extent permitted by law, does hereby waive and release De Witt County, Texas ("County," including its elected officials, appointed officials, employees, agents, and representatives), and further, shall indemnify, defend, and hold harmless the County, regarding all claims, causes of action, suits, judgments, and damages of any kind or character that: (a) said Bidder may have against the County, now or in the future, regarding, arising from, or directly or proximately caused by the competitive procurement procedure conducted by the County; and (b) a Third-Party may have against County, now or in the future, regarding, arising from, or directly or proximately caused by the competitive procurement procedure conducted by the County.

This bid is submitted by:

Company Name

Signature

Address

Printed Name Title

City State Zip Code

Phone Number