



**Open Range® Engineering Services, PLLC**

(806) 665-1115

P.O. Box 2179

Pampa, TX 79066-2179

GRAY COUNTY  
COUNTY ROAD 3 IMPROVEMENTS

Bidding Documents,  
Invitation for Bid  
and  
Project Scope of Work and Specifications

DATE: 04/30/2021

## Bid Opening Checklist

**Project Name** Gray County – County Road 3 Improvements

Bid award is scheduled for : June 15, 2021

First bid was opened at: \_\_\_\_\_ A.M. / P.M. Date: \_\_\_\_\_

Bidders and Bid Amount in order of opening:

- |          |                 |
|----------|-----------------|
| 1) _____ | Amount \$ _____ |
| 2) _____ | Amount \$ _____ |
| 3) _____ | Amount \$ _____ |
| 4) _____ | Amount \$ _____ |
| 5) _____ | Amount \$ _____ |
| 6) _____ | Amount \$ _____ |

**Signatures:**

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**Witnessed By:**

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



*Gray County, Texas  
Invitation for Bid*

*County Road 3 Improvements*  
*RFP No. 030121 CO-RD3*

**SUBMIT BIDS TO:**

Judge Chris Porter  
205 N. Russell St. Suite 102  
Pampa, TX 79065

**Note:** All correspondence must include the term  
“County Road 3 Improvements” in address to  
assist in proper delivery.

**SUBMIT NO LATER THAN:**

June 14, 2021  
5:00 pm (Central)

**MARK ENVELOPE:**

RFP No. 030121 CO-RD3

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

***BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND PUBLICLY READ. BIDS  
RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.***

Results will not be given by phone.

Results will be provided to bidder in writing  
after Commissioners Court award.

Requests for information must be in writing  
and directed to:

Judge Chris Porter  
chris.porter@graycch.com

**Vendor Responsibilities:**

- Download and complete any addendums. (Addendums will be posted on the Gray County website <http://www.co.gray.tx.us> no Later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.

Prepared:  
April 30, 2021

**COUNTY PURCHASING AGENT**

**Gray County, Texas**

**Vendor Information**

Judge Chris Porter GRAY COUNTY JUDGE

Office: 806-669-8007

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

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

## Contractor Bid Document Checklist

Bid Due Date: \_\_\_\_\_

1. Sealed Envelope
  - a. Include on the envelope:
    - Project Name: County Road 3 Improvements
    - Address: Judge Chris Porter  
205 N Russell St. Suite 102  
Pampa, Texas 79065
    - RFP No.: 030121 CO-RD3
2. Six (6) copies of Completed Project Bid A Form – Signed and Dated (*pg 8 in Enclosure #1*)
3. Six (6) copies of Completed Project Bid B Form – Signed and Dated (*pg 9 in Enclosure #1*)
4. Addendum Acknowledgement Form (*pg 28*)
5. Contractor References (*pg 29*)
6. Cashiers or Certified Check or Bid Bond
7. Certificate of Insurance
8. Vendor Information (*pg 2*)
9. Contract Sheet (*pg 30*)
10. W-9 (*pg 31*)
11. Tax Form / Debit / Residence Certification (*pg 37*)
12. Contractor Acknowledgement of Storm Water Management Program (*pg 38*)
13. No Bid / Proposal / Qualifications Form – *if applicable* (*pg 39*)

## 1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications, or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Gray County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Form Completion: Fill out, sign, and return to Judge Chris Porter 205 N. Russell, Suite 102, Pampa Texas, Gray County one (1) complete bid form(s). An authorized representative of the bidder must sign the Contract Sheet. The Contract will be binding only when signed by the County Judge, of Gray County and a purchase order authorizing the item(s) desired has been issued. The use of corrective fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change.
- 1.5 Bid Returns: Bidders must return all completed bids to the Gray County Receiving Officer, Judge Chris Porter 205 N. Russell, Suite 102, Pampa Texas 79065 **no later than 5:00 pm CST on June 14, 2021.** Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Judge Chris Porter 205 N. Russell, Suite 102, Pampa Texas 79065. Please note Project name and RFP# on envelope.
- 1.6 Addenda: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Judge Chris Porter 205 N. Russell, Suite 102, Pampa Texas email address: [chris.porter@graycch.com](mailto:chris.porter@graycch.com). Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Gray County's website <http://www.co.gray.tx.us>. Addendums will **ONLY** be issued by the Gray County Judge Chris Porter. It is the sole responsibility of each bidder to insure receipt of any and all addendums. All addendums issued will become part of the contract documents. Bidders must sign and include the Addendum Acknowledgement Form in the returned bid package. Deadline for submission of questions and/or clarification is **no later than June 7, 2021 at 5:00 pm. (central)** Requests received after the deadline will not be responded to due to the time constraints of this bid process.
- 1.7 References: All bidders must submit, **WITH BID**, at least three (3) references from clients for whom a project similar to that specified herein has been successfully

accomplished. References must include clients name, contact person, and telephone number.

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

- 1.14** Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Gray County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if Gray County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.
- 1.15** Awards: Gray County reserves the right to award this Contract on the basis of lowest responsible bidder in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning its responsibility.
- 1.16** Contract Obligation: Gray County Commissioners Court must award the Contract and the County Judge or other person authorized by the Gray County Commissioners Court must sign the Contract before it becomes binding on Gray County or the bidders. Department heads are not authorized to sign agreements for Gray County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

**2.0 SCOPE:**

It is the intent of Gray County to contract with one (1) vendor for all materials, supplies, equipment, tools, services, labor, and supervision necessary to complete the construction of Gray County Road 3 Improvements, hereinafter referred to as the “Project,” as specified herein.

**3.0 LIQUIDATED DAMAGES:**

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

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

**4.0 COMPLETION TIME AND PAYMENT:**

- 4.1 Gray County shall pay the Contractor in current funds for the Contractor’s performance of the Contract the contract sum, as stated herein, after receipt of notice to proceed and a purchase order issued by the Gray County Purchasing Agent.
- 4.2 Based upon Applications for payment submitted to the Gray County Auditor’s Office, PO Box 479, Pampa TX 79066 Gray County shall make progress payments on account of the contract sum to the Contractor as provided below and elsewhere in the contract documents.
  - 4.2.1 The period covered by each application for payment shall be one calendar month ending on the last day of the month.
  - 4.2.2 Provided an application for payment is received by the Gray County Auditor’s Office, not later than the 5th day of a month, Gray County shall make payment to the Contractor not later than the 30th day of the next month. If an application for payment is received by the Gray County Auditor’s Office after the application deadline fixed above, payment shall be made by Gray County not later than 30 days after the Gray County Auditor’s Office receives the application for payment.
  - 4.2.3 Application for payment shall indicate the percentage of completion of each portion of the Project as of the end of the period covered by the application for payment.
  - 4.2.4 Subject to the provisions of the contract documents, the amount of each progress payment shall be computed as follows:
    - 4.2.4.1 Take that portion of the contract sum properly allocable to completed Project less retainage of ten percent (10%).
    - 4.2.4.2 Add that portion of the contract sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved by Gray County, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%).
    - 4.2.4.3 Subtract the aggregate of previous payments made by Gray County.
    - 4.2.4.4 The progress payment amount as determined in above shall be further modified under the following circumstances:

- 4.2.4.5 Add, upon substantial completion of the Project, a sum sufficient to increase the total payments to one hundred percent (100%) of the contract sum, less such amounts as Gray County shall determine for incomplete work and unsettled claims.
- 4.2.4.6 Final payment, constituting the entire unpaid balance of the contract sum, shall be made by Gray County to the Contractor when the Contract has been fully performed by the Contractor.
- 4.3 Before the first application for payment, the Contractor shall submit to the Gray County Auditor's Office, PO Box 479, Pampa TX 79066 a schedule of values allocated to various portions of the work, prepared in such form and supported by such data to substantiate its accuracy as the Gray County Auditor's Office may require. This schedule, unless objected to by the Gray County Auditor's Office shall be used as a basis for reviewing the Contractor's application for payment.
- 4.4 Contractor must provide with each application for payment a contractor's affidavit/lien release (*pg. 40 & 41*) certifying bills against the Contractor for labor, material and expendable equipment employed in the performance of Contractor have been paid in full prior to acceptance of final payment from Gray County.
- 4.5 The Contractor will permit Gray County, or any duly authorized agent of Gray County, to inspect and examine the books and records of the Contractor for the purpose of verifying the amount of work performed under the Contract. Gray County's right to inspect survives the termination of the Contract for a period of five years.

**5.0 LIMIT OF APPROPRIATION:**

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

**6.0 RIGHT TO ASSURANCE:**

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

**7.0 PERFORMANCE AND PAYMENT BONDS:**

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

**8.0 POWER OF ATTORNEY:**

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

**9.0 INSURANCE:**

**9.1** All respondents must submit, with response, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with response, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Gray County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract. Failure to provide current insurance certificate or notarized statement will result in disqualification of submittal.

**9.2** At contract execution, contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed

or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- 9.2.1 Workers' Compensation insurance. Contractor and subcontractors shall provide Gray County all certifications as required by Texas Labor Code §406.096. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- 9.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- 9.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- 9.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- 9.3** County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 9.4** If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.
- 9.5** Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Gray County.
- 9.6** No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Gray County.
- 9.7** Approval of the insurance by Gray County shall not relieve or decrease the liability of the Contractor.

**10.0 INDEMNIFICATION:**

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

- 10.1** Respondent shall timely report all such matters to Gray County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Gray County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Gray County required by Respondent in the defense of each matter.
- 10.2** Respondent's duty to defend, indemnify and hold Gray County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Gray County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 10.3** In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 10.4** Respondent's indemnification shall cover, and Respondent agrees to indemnify Gray County, in the event Gray County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 10.5** The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 10.6** Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Gray County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in form satisfactory to Gray County.
- 10.7** Loss Deduction Clause – Gray County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy.

The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

### **11.0 PREVAILING WAGES:**

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

General Decision Number: TX20210037 01/01/2021

Superseded General Decision Number: TX20200037

State: Texas

Construction Type: Highway

Counties: Andrews, Bailey, Baylor, Borden, Briscoe, Brown, Castro, Childress, Cochran, Coke, Coleman, Collingsworth, Comanche, Concho, Cooke, Cottle, Crane, Dallam, Dawson, Deaf Smith, Dickens, Donley, Eastland, Fisher, Floyd, Foard, Gaines, Garza, Glasscock, Gray, Hale, Hall, Hansford, Hardeman, Hartley, Haskell, Hemphill, Hockley, Howard, Hutchinson, Kent, Kimble, King, Knox, Lamb, Lipscomb, Loving, Lynn, Martin, McCulloch, Menard, Mills, Mitchell, Montague, Moore, Motley, Nolan, Ochiltree, Oldham, Parmer, Reagan, Real, Roberts, Runnels, San Saba, Schleicher, Scurry, Shackelford, Sherman, Stephens, Sterling, Stonewall, Swisher, Terry, Throckmorton, Upton, Ward, Wheeler, Wilbarger, Winkler, Yoakum and Young Counties in Texas.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number                      Publication Date  
 0    01/01/2021

\* SUTX2011-012 08/09/2011

	Rates	Fringes
CEMENT FINISHER (Paving and Structures)	\$12.79	
FORM SETTER		
Paving & Curb	\$13.33	
Structures	\$14.73	
LABORER		
Asphalt Raker	\$12.59	
Flagger	\$ 9.90	
Laborer, Common	\$10.54	
Laborer, Utility	\$11.95	
Work Zone Barricade Servicer	\$10.54	
POWER EQUIPMENT OPERATOR		
Agricultural Tractor	\$11.75	
Asphalt Distributor	\$13.75	
Asphalt Paving Machine	\$14.00	
Broom or Sweeper	\$10.60	
Crane, Hydraulic 80 Tons or less	\$18.63	
Crane, Lattice Boom 80 tons or less	\$16.42	
Crane, Lattice Boom over 80 Tons	\$25.13	
Crawler Tractor	\$14.60	
Excavator, 50,000 pounds or less	\$14.09	
Foundation Drill, Truck Mounted	\$21.39	
Front End Loader Operator, Over 3 CY	\$13.19	
Front End Loader, 3 CY or less	\$13.51	
Loader/Backhoe	\$14.13	
Mechanic	\$18.46	
Milling Machine	\$14.75	
Motor Grader, Fine Grade	\$17.08	
Motor Grader, Rough	\$17.39	
Pavement Marking Machine	\$10.54	
Roller Operator, Other	\$12.85	
Roller, Asphalt	\$11.71	
Scraper	\$13.95	
Spreader Box	\$11.83	
Servicer	\$13.72	
TRUCK DRIVER		
Low Boy Float	\$14.28	
Off Road Hauler	\$13.00	

Single Axle	\$11.97
Single or Tandem Axle Dump	\$11.68
Tandem Axle Tractor w/Semi Trailer	\$13.80
WELDER	\$13.78

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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

#### Union Rate Identifiers

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

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

### Survey Rate Identifiers

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

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

### Union Average Rate Identifiers

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

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

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### WAGE DETERMINATION APPEALS PROCESS

- 1) Has there been an initial decision in the matter? This can be:
  - \* an existing published wage determination
  - \* a survey underlying a wage determination
  - \* a Wage and Hour Division letter setting forth a position on a wage determination matter
  - \* a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

## **12.0 PERMITS:**

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

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

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

- 13.1.1 On an as needed basis as determined by Gray County, cause the Contractor's personnel to meet with Gray County and the Precinct Commissioner to discuss the status of the Project.
- 13.1.2 Review drawings and specifications with the Precinct Commissioner to permit the Contractor and the Precinct Commissioner to determine the compliance of the proposed facility with applicable building codes.

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

- 13.2.1 Perform (or cause to be performed) all preparatory work at the construction site required herein, including (without limitation) soil and concrete testing and demolition of improvements existing at the construction site and all actions necessary for compliance with all laws and regulations as to actions to be taken by owners or contractors before construction begins, including without limitation those in regard to archaeological, environmental or flood plain or waterway requirements, and shall include certification of such compliance as necessary.
- 13.2.2 Construct and install (or cause to be constructed and installed) the Project on the construction site in accordance with this Contract and the drawings and specifications approved by Gray County.
- 13.2.3 Furnish (or cause to be furnished) all materials, supplies, equipment, tools, labor, supervision, utilities, transportation, and other materials and services necessary to complete the Project described herein.
- 13.2.4 Materials testing necessary for the Project and required by laws and regulations, construction industry standards as approved by Gray County and this Contract; the frequency of testing shall be approved by Gray County. **It is the contractor’s responsibility to engage a material testing laboratory to perform testing on the structural concrete to be used for foundation work in this project. The cost of testing shall be incidental to bid item for drill shaft foundation. Testing of concrete shall comply with current TXDOT criteria. Contractor has to submit the name of the testing laboratory, intended to be used by the contractor for this project, for County’s approval.**

**13.3** Standards for Review and Approval.

- 13.3.1 Gray County acknowledges that in order to meet the deadlines for the completion of the Project, and in order to accomplish the efficient completion of the Project, the Contractor may submit matters to Gray County in stages for approval or consent. Upon receipt of any matter submitted by the Contractor for review and approval, Gray County shall review the same and shall diligently and promptly (but in any event within 14 calendar days for any such matter, other than a proposed change order, and within 28 calendar days for a proposed change order) give the Contractor notice of Gray County's approval or disapproval, setting forth in detail all reasons for any disapproval. Gray County's right to disapprove any such matter submitted (other than a proposed change order) shall be limited to the elements thereof (a) which do not conform substantially to matters previously approved, (b) which are new elements not previously presented

and approved and the Contractor is unable to demonstrate that such new element is reasonably necessary for completion of the Project, or (c) which depict matters that are violations of this Contract or applicable laws and regulations.

- 13.3.2 If Gray County disapproves of a particular matter or Proposed Change Order, the Contractor shall have the right to resubmit such matter or Proposed Change Order to Gray County, altered to satisfy Gray County's basis for disapproval. Any resubmission shall be subject to review and approval by Gray County.
- 13.3.3 Gray County and the Contractor shall attempt in good faith to resolve any disputes concerning the approval of any aspect of the Project expeditiously, so as not to delay the completion of the Project in accordance with this Contract.
- 13.3.4 Expedited Approvals. Gray County recognizes the importance of expeditious action upon all matters submitted to Gray County for review and approval and of expeditious response to those aspects of the Project requiring approval by governmental authorities having jurisdiction there over. Gray County agrees to exercise its rights of review and approval hereunder with due diligence, reasonableness, and good faith. Gray County shall use its reasonable efforts to expedite any required review of the Project or other matters by any governmental authority.

#### 13.4 Changes.

- 13.4.1 General. Gray County may make changes to the Project by altering, adding to, or deducting from the Project. All changes in the Project which (a) require an adjustment in the contract sum or an adjustment in the final completion date or (b) involve a material change in the overall scope or function of the Project shall be requested and authorized before commencing such changes by use of written change order notices, Proposed Change Orders and Change Orders, which change order procedure shall be the exclusive means to effect such changes in the Project.
- 13.4.2 Change Order Procedure.(pg. 42) If at any time Gray County desires to make any change in the Project requiring the issuance of a Change Order, Gray County shall so advise the Contractor in writing by delivery to the Contractor of a written notice describing the change. Upon receipt of such notice initiated by Gray County, the Contractor shall within a reasonable period of time advise Gray County of the Contractor's proposal for the adjustments, if any, in the contract sum, the schedule of values, and the final completion date attributable to such change by delivering a written notice thereof (the "Proposed Change Order") to Gray County. Such Proposed Change Order shall contain a description of the proposed change and shall

set forth the Contractor's estimate of the increase or decrease, if any, in the contract sum and the change, if any, in the schedule of values and the final completion date attributable to such change. If the Contractor desires to make a change in the Project requiring the issuance of a change order, the Contractor shall deliver to Gray County a Proposed Change Order. Upon execution by Gray County, a Proposed Change Order shall constitute (and be defined herein as) a "Change Order" for purposes of this Contract. The Contractor shall forthwith perform the work as changed in accordance with such Change Order. All work performed pursuant to a Change Order shall be performed in accordance with the terms of this Contract. All Proposed Change Orders shall be submitted for approval by Gray County. No action, acquiescence or inaction by Gray County or any representative of Gray County shall be construed to be a waiver of requirements set forth in this Contract in regard to Change Orders or ratification of a violation of such requirements, and all acts in violation of this provision shall be considered void.

13.4.3 Change Order Authorization. Each Change Order shall be signed by Gray County and an authorized representative of the Contractor.

13.4.4 Contract Sum Adjustments. The contract sum and the schedule of values shall be adjusted only as a result of a Change Order requiring such adjustment. Any extra work performed without a proper Change Order shall be considered voluntary and not subject to additional compensation. The Contractor shall not be entitled to an adjustment in the contract sum (or a Change Order permitting such adjustment) or to damages as a result of any delays in the Project caused by the acts or omissions of Gray County, provided that this sentence is not applicable to delays that constitute more than 90 days in any 365-day period or cause the Project to be interrupted for a continuous period of 45 days through no fault of the Contractor.

13.4.5 When Gray County and the Contractor agree upon the adjustments in the contract sum, the schedule of values, and the final completion date attributable to such adjustment, such agreement will be documented by preparation and if approved by the Gray County Commissioners Court, execution of an appropriate Change Order.

**13.5** Site Access. Prior to the transfer date, Gray County and the Contractor shall have uninterrupted access to the construction site. Subsequent to the transfer date, Gray County will permit the Contractor, the Precinct Commissioner, and their representatives and subcontractors to enter upon the Project at times reasonably necessary to complete the punch list items.

**13.6** Applicable Laws and Regulations. Contractor shall in its performance of the Project comply with all applicable laws and regulations. Any delays in the prosecution of the Project caused by any changes in the laws and regulations or the application or

enforcement of the laws and regulations may entitle the Contractor to an extension of time.

- 13.7** Familiarity with Project. The Contractor represents and accepts that it has: (a) visited the property(ies), (b) taken such other steps as may be necessary to ascertain the nature and location of the Project and the general and local conditions which affect the Project or the cost thereof, (c) investigated the labor situation as regards to the Project, (d) examined the property(ies), the obstacles which may be encountered and all other observable conditions having a bearing upon the performance of the Project, the superintendence of the Project, the time of completion and all other relevant matters, and (e) reported to Gray County the results of all of the foregoing. The Contractor represents that it is familiar with all phases of the Project and the matters that may affect the Project or its prosecution under this Contract.
- 13.8** Standard of Performance. The Contractor shall prosecute (or cause to be prosecuted) the Project in accordance with the best efforts for the construction and development of projects similar to the Project in the State of Texas, using qualified, careful, and efficient contractors and workers and in conformity with the provisions of this Contract. The Contractor shall perform the work in a good and workmanlike manner.
- 13.9** Warranty of Contractor. The Contractor warrants to Gray County that: (i) the Contractor possesses the skill and knowledge ordinarily possessed by well-informed members of its trade or profession and the Contractor will use its best efforts to ensure that the services provided under this Contract will be performed, delivered, and conducted in accordance with the best professional standards and in accordance with industry standards, and (ii) the Contractor is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly equipped, organized and financed to perform such work, and (iii) following the date of acceptance of this Contract, the services provided by the Contractor to Gray County will conform to the representations contained in this Contract, including all attachments, schedules and exhibits. All warranties provided by the Contractor in this Contract shall be cumulative, shall be deemed consistent and not in conflict, are intended to be given full force and effect and to be interpreted expansively to give the broadest warranty protection to Gray County.
- 13.10** Contractor's Personnel. Contractor shall employ only competent, skilled personnel for the Project. Prior to the final completion date, the Contractor shall maintain a superintendent who shall be authorized to act on behalf of the Contractor and with whom Gray County may consult at all reasonable times. The superintendent shall not be transferred from the Project without Gray County's consent (which shall not be unreasonably withheld or delayed); provided, however, the superintendent shall not be assigned solely to the Project and shall be entitled to spend reasonable time working on matters unrelated to the Project so long as such work on other matters does not render the superintendent unavailable to the Project or unavailable to Gray

County. However, such obligation to furnish the superintendent and such staff personnel shall not be construed (a) to preclude the promotion within the Contractor's organization of any person assigned to the Project or (b) to give rise to any liability of the Contractor if any person assigned to the Project (including, without limitation, the superintendent) leaves the Contractor's employment. If the superintendent is transferred from the Project, Gray County shall have the right to approve the replacement superintendent (which approval will not be unreasonably withheld or delayed). The Contractor, the Architect, and the other subcontractors shall comply with all applicable health, safety, and loss prevention rules of applicable governmental authorities. The Contractor shall, at its own expense, remove from the Project any person who fails to comply with such rules and instructions. The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Project any unfit person or anyone not skilled in the work assigned to him. Gray County may, upon written notice to the Contractor, require the Contractor to remove an individual immediately from providing services for the following reasons: violation of the terms and conditions of this Contract; violation of Gray County's or the Contractor's work rules and regulations; criminal activity; or violation of state, federal, or municipal statutes. Gray County may, upon thirty (30) days written notice to the Contractor, require the removal of any individual from providing services without cause.

- 13.11** Inspection. The Project and all parts thereof shall be subject to inspection from time to time by inspectors designated by Gray County. No such inspections shall relieve The Contractor of any of its obligations hereunder. Neither failure to inspect nor failure to discover or reject any of the work as not in accordance with the drawings and specifications or any provision of this Contract shall be construed to imply an acceptance of such work or to relieve the Contractor of any of its obligations hereunder. Gray County agrees that its right of inspection shall be used reasonably and in a timely manner so as not to delay orderly completion of the Project.
- 13.12** Protection Against Risks. The Contractor shall take all precautions which are necessary and adequate, against conditions created during the progress of the Project which involve a risk of bodily harm to persons or a risk of damage or loss to any property. The Contractor shall regularly inspect all work, materials, and equipment to discover and determine any such conditions and shall be responsible for discovery, determination, and correction of any such conditions. The Contractor shall comply with all federal, state, and local occupational hazard and safety standards, codes, and regulations applicable in the jurisdiction where the Project is being performed. The Contractor shall include the substance of this clause in its entirety in all subcontracts for any work to be performed at the construction site.
- 13.13** Equipment. Except as expressly provided herein to the contrary, the Contractor shall furnish (or cause to be furnished) all construction, transportation, installation, tools, and other equipment and facilities required for the performance of the Project within the times specified herein. Such equipment and facilities shall be serviceable

and kept fit for the uses intended. Defective items shall be removed from the construction site promptly and at the Contractor's cost. The Contractor shall schedule (or cause to be scheduled) its other operations so as to not interfere with its duty to timely furnish the necessary equipment and facilities and personnel to operate the same at the times necessary for the orderly completion of the Project.

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

**14.0 TERMINATION:**

**14.1** Gray County may terminate the Contract if the Contractor:

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

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

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

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

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

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

14.2.2 Finish the Project by whatever reasonable method Gray County may deem expedient.

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

**14.4** When Gray County terminates the Contract for one of the reasons stated in this section, the Contractor shall not be entitled to receive further payment until the

Project is finished. Therefore, the Contractor shall be promptly paid for all work actually and satisfactorily completed.

**15.0 COMPLETION, TRANSFER, AND ACCEPTANCE:**

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

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

**16.0 SUSPENSION BY GRAY COUNTY FOR CONVENIENCE:**

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

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

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

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

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

**17.0 INDEPENDENT CONTRACTOR:**

The Contractor shall be an independent contractor and any provisions of this Contract that may appear to give Gray County the right to direct the Contractor as to the details of the manner of doing the Project shall be deemed to mean that the Contractor shall follow the desires of Gray County in the results of the Project only and not in the means whereby the Project is to be accomplished. The Contractor shall be responsible as to the details of completing the Project. Neither the agents, representatives, nor employees of the Contractor, shall be deemed to be the agents, representatives, or employees of Gray County. The Contractor further represents that it accepts a fiduciary role and responsibility with respect to Gray County and will, to its best abilities, act in the best interests of Gray County and the timely completion of the Project. The Contractor

agrees and understands that neither it nor any of its agents or employees may act in the name of Gray County except and unless specifically authorized in writing by Gray County to do so. The Contractor shall furnish construction administration and management services and use the Contractor's best efforts to complete the Project in an expeditious and economical manner consistent with the interests of Gray County.

**18.0 NOTICE**

**18.1** All written notices, demands, and other papers or documents to be delivered to Gray County under this Contract shall be delivered to the Gray County Judge Chris Porter, 205 N. Russell Pampa Texas, 79065, or at such other place or places as Gray County may from time to time designate by written notice delivered to the Contractor. For purposes of notice under this Contract, a copy of any notice or communication hereunder shall also be forwarded to the following address: Gray County Judge Chris Porter, 205 N. Russell Pampa Texas, 79065.

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

**19.0 RECORDS:**

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

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

**20.0 SUCCESSORS AND ASSIGNS:**

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

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

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

**21.0 PUBLIC CONTACT:**

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

**22.0 MODIFICATIONS:**

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

**23.0 SILENCE OF SPECIFICATIONS:**

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

**24.0 SEVERABILITY:**

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

**25.0 GOVERNING FORMS:**

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

**26.0 TAX EXEMPT:**

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

**27.0 ENTIRE AGREEMENT:**

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

**28.0 APPLICABLE LAW AND VENUE**

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

**29.0 ENCLOSURE:**

The following being incorporated herein by reference for all purposes as though fully set forth herein word for word.

Enclosure #1 – Roadway Improvements Scope of Work and Specifications

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

**31.0 PROJECT DURATION:**

Bidder agrees, if awarded the contract, to start the project **no earlier than July 12, 2021** and to complete all work required by the contract documents **by 5:00 pm, September 10, 2021**; after issuance of a purchase order by the Gray County Auditor’s Office and notice to proceed by the Gray County Judge.

**32.0 AWARD:**

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

**33.0 TEXAS ETHICS COMMISSION FORM 1295:**

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

**33.2 On-line instructions:**

33.2.1 Name of governmental entity is to read Gray County

33.2.2 Identification number used by the governmental entity is: 030121 CO-RD3

33.2.3 Description is the title of the solicitation: County Road 3 Improvements

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

**34.0 STATE LAW REQUIREMENTS FOR CONTRACTS:**

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

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

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

**35.0 HUMAN TRAFFICKING:**

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

**36.0 ADDITIONAL REQUIRED FORMS:**

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

**36.1** Contract Sheet

**36.2** W9 Form

**36.3** Tax Form/Debt/Residence Certification

**36.4** Contractor Acknowledgement of Stormwater Management Program

**36.5** No Bid/Proposal/Qualification Form (if applicable)

## Addendum Acknowledgement Form

RFP NO.: 030121 CO-RD3

Please acknowledge receipt of all addenda(s) issued with this RFP solicitation by completing this addendum acknowledgment form. Initial the box next to each addendum received and sign below. Failure to acknowledge addenda(s) may result in bid disqualification.

This Addendum shall be considered part of the bid documents for the above-mentioned project as though it had been issued at the same time. Where provisions of the following supplementary data differ from those of the original bid documents, this Addendum shall govern and take precedence.

Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

### Addendum Numbers Received:

(Check and initial the box next to each addendum received)

Addendum Number	Initials
1	
2	
3	
4	
5	
6	
7	

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid.

Company: \_\_\_\_\_

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

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### Contractor References

#### Reference 1

Business Name	
Address	
City, State, Zip	
Phone	
Email	
Contact Person	
Date Project Completed	
Project Description	

#### Reference 2

Business Name	
Address	
City, State, Zip	
Phone	
Email	
Contact Person	
Date Project Completed	
Project Description	

#### Reference 3

Business Name	
Address	
City, State, Zip	
Phone	
Email	
Contact Person	
Date Project Completed	
Project Description	

**Contract Sheet  
RFP 030121 CO-RD3**

**THE STATE OF TEXAS  
CITY OF GRAY**

This memorandum of agreement made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Gray County in the State of Texas (hereinafter designated County), acting herein by County Judge Chris Porter, by virtue of an order of the Gray County Commissioners Court, and \_\_\_\_\_ (company name) (hereinafter designated Contractor.)

**WITNESSETH:**

The Contractor and the County agree that the bid and specifications for the **Construction of Gray County Road 3 for Gray County CTIF Projects** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

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

Executed at Pampa, Texas this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Gray County, Texas

By: \_\_\_\_\_  
**County Judge**

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

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

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1 Name</b> (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p><b>2 Business name/disregarded entity name</b>, if different from above</p> <hr/> <p><b>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</b></p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC                 <input type="checkbox"/> C Corporation                 <input type="checkbox"/> S Corporation                 <input type="checkbox"/> Partnership                 <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____  <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____         </p>	<p><b>4 Exemptions</b> (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5 Address</b> (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p><b>6 City, state, and ZIP code</b></p> <hr/> <p><b>7 List account number(s)</b> here (optional)</p> <hr/>	<p>Requester's name and address (optional)</p> <hr/>

## Part I Taxpayer Identification Number (TIN)

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

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

<b>Social security number</b>												
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## Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign Here**

Signature of U.S. person ▶

Date ▶

## General Instructions

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

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

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

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

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

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

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

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

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

## Backup Withholding

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

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

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

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

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

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

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

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

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

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

### Line 2

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

### Line 3

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

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

### Line 4, Exemptions

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

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

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

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

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

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

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

### Line 5

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

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

## Part II. Certification

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

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

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

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

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

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

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

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

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

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

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

**Secure Your Tax Records From Identity Theft**

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

To reduce your risk:

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

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

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

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

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

**Protect yourself from suspicious emails or phishing schemes.**

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

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

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

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

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

Job No.: \_\_\_\_\_

**Tax Form/Debt/Residence Certification  
(for Advertised Projects)**

Taxpayer Identification Number (T.I.N): \_\_\_\_\_

Company Name submitting Bid/Proposal: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Are you registered to do business in the State of Texas?  Yes  No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

\_\_\_\_\_  
\_\_\_\_\_

**I. Property:** List all taxable property in Gray County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

<u>Gray County Tax Acct. No.*</u>	<u>Property address or location**</u>
_____	_____
_____	_____
_____	_____

\* This is the property account identification number assigned by the Gray County Appraisal District.  
 \*\* For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

**II. [County] County Debt** – Do you owe any debts to [County] County (taxes on properties listed in I above, tickets, fines, tolls, court judgements, etc.)?

Yes  No If yes, attach a separate page explaining the debt.

**III. Residence Certification** – Pursuant to Texas Government Code §2252.001 *et seq.* as amended, Gray County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) “Nonresident bidder” refers to a person who is not a resident.
- (4) “Resident bidder” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that \_\_\_\_\_ is a Resident Bidder of Texas as defined in Government Code §2252.001. [Company Name]

I certify that \_\_\_\_\_ is a Nonresident as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_. [Company Name] [City and State]

**Mandatory Form**

**Contractor Acknowledgement of Stormwater Management Program**

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

## No Bid/Proposal/Qualifications Form

**Bid/RFP/RFQ Number:** \_\_\_\_\_

Vendor's not responding to this solicitation are requested to complete and submit this form to:  
Judge Chris Porter, Gray County Judge 205 N. Russell Pampa, Texas 79065 [chris.porter@graycch.com](mailto:chris.porter@graycch.com)

Please provide your purpose for not responding to this solicitation.

- Project size is too large.
- Project size is too small.
- Unable to obtain required bonding.
- Unable to obtain required insurance.
- Not within the scope of our expertise.
- Not equipped to compete this project.
- Can supply item, but it is not competitive.
- Not enough time to respond to this solicitation.
- Do not desire to remain on your notification list.
- Cannot supply item/service by the delivery/completion date.
- Do not provide this type of product. Please remove us from your notification list for this solicitation.

Not interested in this type of project. Explain:

--

Cannot comply with specifications. Explain:

--

Other

--

Please complete the below information:

Company Name:

--

Mailing Address:

--

Physical Address:

--

City:

--

State & Zip Code:

--

Name of Signatory:

--

Title of Signatory:

--

Signature:

--







I, RONALD E. NELSON, a Texas Registered Professional Engineer, certify that the construction documents for GRAY County CTIF Project CORD 3 PCT 2, were developed using the design criteria and specifications developed for and approved by the County Commissioners Court.

Ronald E Nelson  
Signature

RONALD E. NELSON  
Name



Ronald E Nelson  
4/30/2021  
FIRM # 5531

# Roadway Improvements and Intersection Scope of Work and Specifications

## 1. General

- 1.1 The contractor shall provide and pay for all labor, materials, tools, equipment, utilities, transportation, supervision, temporary storage containers, security, restroom facilities, traffic control signage, and all other facilities and services to complete the project as specified within the following scope of work and specifications.
- 1.2 The contractor shall submit to Gray County (Owner) for Project Bid A and to Keystone Tower Systems for Project Bid B, for the construction and improvements of County Road 3 from US 60 to SH 152 and the intersection of County Road 3 with SH 152 as described in this SOW, specifications, and attached drawings.
  - 1.2.1 All construction oversight for both project bids is to be managed by the on-site representative for Gray County and both projects are to be constructed as one project. Payment for each project bid will be based upon quantities listed in the attached bidding documents and paid for by the respective parties for each project bid.
- 1.3 The Scope of Work (SOW) for the construction and improvements to the road include but are not limited to the following:
  - 1.3.1 Initial surface clearing and preparations
  - 1.3.2 Reclamation of existing asphalt pavement & road base
  - 1.3.3 Road base stabilization
  - 1.3.4 Site erosion control and stabilization
  - 1.3.5 Installation of asphalt surface course
  - 1.3.6 Roadway signage
  - 1.3.7 Construction Traffic Control
- 1.4 All construction and specifications shall adhere to standards and practices set forth by the applicable sections of the latest editions of the following: Texas Department of Transportation (TxDOT) Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges; the American Society for Testing and Materials Standards (ASTM); TxDOT Test Procedures; TxDOT Pavement Manual.
- 1.5 The estimated quantities shown on the plans and bid sheets are for use in comparing bids. Gray County reserves the right to change these items as needed to complete the project.
- 1.6 Contractor to verify all extents of construction, quantity of materials, traffic control procedures, and testing requirements with owner and owner's representative prior to construction of the project.
- 1.7 Contractor to provide required submittals to the owner prior to construction. Submittals to include but not limited to material technical data, tested properties, mix designs, etc.
- 1.8 Contractor to provide onsite quality assurance of materials through required onsite testing and monitoring of construction materials and the overall construction project. Contractor to



communicate with the owner's representative for approval of final product quality and acceptance.

- 1.9 Contractor, at their own expense, shall take every precaution to protect against injuries to persons or damage to properties, by storing equipment, materials, and supplies at the project site in an orderly fashion. Before the final payment, the contractor shall remove all surplus material, false work, temporary structures, and debris of every nature resulting from their operation and restore the site to its best original and orderly state.
- 1.10 Contractor to coordinate with owner's representative for design changes, construction scheduling, payment processing, and final acceptance of all materials and quantities.
- 1.11 See attached drawings:
  - 1.11.1 Roadway Improvements: 20-029-C001, 20-029-C002, and 20-029-C101.
  - 1.11.2 Intersection Improvements: 20-029-V001, 20-029-V101, 20-029-V102

## **2. Products and Materials**

### **2.1. Asphalt Materials**

- 2.1.1. All cement treated base material is to be in accordance with TxDOT Standards Item 275 or Item 276, TxDOT Special Specification 3089, and TxDOT Pavement Manual Table 5-6.
- 2.1.2. Asphalt cement material is to be AC-20.
- 2.1.3. Prime coat used is to be a MC-250 material or equivalent.
- 2.1.4. Tack coat used is to be a SS-1H, CSS-1H material or equivalent.
- 2.1.5. All aggregates to be in accordance with TxDOT Item 340, 340.2.1.1 for coarse aggregates, Item 340.2.1.3 for fine aggregates, and Item 340.2.2 for mineral aggregates.
- 2.1.6. All surface coarse aggregate is to be in accordance with TxDOT Item 302.2.1 "Type D"

### **2.2. Concrete Materials**

- 2.2.1. All concrete to be used on the project is to be in accordance with TxDOT Item 360.2.1 Class P with a 28-day cure compressive strength of 4,000 psi.
- 2.2.2. All reinforcing steel used on project to have a minimum tensile strength of 36 ksi.
- 2.2.3. All sub-base for concrete paving is to be in accordance with TxDOT Item 247.2.1 Grade 2.

### **2.3. Base and Subbase Materials**

- 2.3.1. All sub-base material to be used if required is to be in accordance with TxDOT Item 247.2.1 Grade 2.
- 2.3.2. All cement treated base to be installed with TxDOT Standards Item 275
- 2.3.3. All full depth reclamation materials and methods are to follow the TxDOT Pavement manual, Chapter 7.5 and TxDOT Special Specification 3052.
- 2.3.4. The final six (6) inch lift of all sub-base material is to be mixed with 6% Portland Cement and compacted to 98% standard proctor test to stabilize the subbase prior to asphalt surface course.



## 2.4. Roadway Signs

- 2.4.1. Contractor to verify with owner signing requirements for the project prior to construction and installation. Minimum design requirements for signs are to be in accordance with TxDOT Item 636 and 644
- 2.4.2. Contractor to provide a stop sign to be located at Gray County Road 3 intersection with SH 152. Stop sign should be removable to allow for oversized loads to pass through the intersection and then be reinstalled. Contractor to provide submittal data for the proposed stop sign prior to construction and installation.

## 2.5. Pavement Markings

- 2.5.1. Contractor to verify with owner, pavement marking material requirements for the project prior to construction and installation. Minimum design requirements for pavement markings are to be in accordance with TxDOT Item 666.

## 2.6. Water

- 2.6.1. All water used on the construction project is to be reasonably clean and free of oils, vegetation, salts, acids, and alkali materials.
- 2.6.2. All water sources used other than standard domestic water supplies, shall be approved by the owner.
- 2.6.3. Any reclaim water used on the project must be appropriate tanks or containers marked with "non-potable" water.

## 2.7. Equipment

- 2.7.1. All equipment used for the construction of the project shall conform to the TxDOT Standards Specifications for each appropriate item of the construction.

# 3. Execution of Work

## 3.1 General

- 3.1.1 Contractor is responsible for contacting utility location services prior to construction of the project.
- 3.1.2 The equipment to be used for the recycling, stabilization, re-surfacing, and intersection construction shall include but is not limited to the following:
  - 3.1.2.1 Recycling Unit: Contractor to submit specifications for recycling unit to be used to remove the surface course and partial base course of the roadway. Unit should be a self-propelled unit with a variable speed rotor. Contractor to submit cut width, minimum cut depth, and number of cutting teeth.
  - 3.1.2.2 Asphalt Paving Equipment: Contractor to submit a list and specifications for any equipment used for installation of the cement base course and the asphalt surface course.
  - 3.1.2.3 Earthwork Equipment: Contractor to submit a list and specifications for any earthwork equipment used for the construction of the shoulders, driveway entrances, intersection subgrade etc.
  - 3.1.2.4 Watering & Dust Control Equipment: Contractor to submit a list and specifications for any equipment used for watering and dust control for the construction of the project.



### 3.1.3 Erosion Control

- 3.1.3.1 Under the provisions set forth by the Texas Commission on Environmental Quality (TCEQ), a Storm Water Pollution Prevention Plan (SW3P) is not required for projects that disturb less than one (1) acre. It is expected that less than one (1) acre will be disturbed during the construction of this project.
- 3.1.3.2 Contractor is responsible to contain and control any potential environmental runoff and contamination hazards on the construction project. Including but not limited to the use of silt fencing, containment berms, etc.
- 3.1.3.3 Contractor will be responsible to provide separate storm water controls for any applicable site used for staging and preparation of materials and submit those provisions as require to the TCEQ.

### 3.1.4 Traffic Control

- 3.1.4.1 Contractor to coordinate traffic control to accommodate local access to businesses and private property serviced by County Road 3. Access to be provided from either SH 152 or US 60.
- 3.1.4.2 Contractor is to provide a traffic control plan to the Owner prior to start of construction.
- 3.1.4.3 Contractor to provide all traffic control devices. Traffic control signs and devices are to be in accordance with TxDOT temporary traffic control requirements as outlined in the Texas Manual on Uniform Traffic Control Devices.

### 3.1.5 Detours and Road Closures

- 3.1.5.1 Detours and road closures may be necessary to maintain traffic operations at acceptable levels of service during construction. Detours may include rerouting traffic to existing parallel routes or limiting construction and public traffic to a single lane. Should the contractor choose to close County Road 3 to through traffic, contractor is responsible for the following:
- 3.1.5.2 Contractor is to develop a final detour and sequence of construction plan with the Owner's representative. In choosing an existing detour route consider the amount of traffic, duration, road condition, bridges and load limit concerns, and impacts to emergency services and the traveling public.
- 3.1.5.3 Contractor is to work with the Owner's representative in notifying local governments, businesses, emergency services, property owners, school districts and the postal service.
- 3.1.5.4 Contractor is to provide and place all signs required on SH 152, clearly indicating the temporary detour route.
- 3.1.5.5 Contractor is to provide and place all signs required on the detour route.

## 3.2 Construction Methods

### 3.2.1 Station 0+00 to 80+00:

- 3.2.1.1 Contractor is to clear the existing pavement of loose materials, debris, and any vegetation prior to placement of new asphalt surface course overlay.
- 3.2.1.2 Contractor to place prime coat as specified in section 2.1.3 at a rate ranging from 0.2 to 0.5 gallon per square yard of surface.



- 3.2.1.3 Contractor to place the asphalt surface course in one (1) layer of compacted two (2) inch asphalt as specified section 2.1. Contractor to immediately compacted each layer after placement. Initial compacting to be done by steel-wheeled tandem roller or a pneumatic-tired roller following behind the pavement machine. Intermediate and final rolling may be completed with a pneumatic-tired roller. Final rolling should eliminate any remaining marks from previous rolling.
- 3.2.1.4 Contractor to coordinate with owners of asphalt entrances to County Road 3 and blend and transition new asphalt roadway surface with existing asphalted private entrances. All asphalt used is to be in accordance with the design requirements and should have a minimum thickness of two (2) inches of compacted asphalt. Place prime coat in as specified in 2.1.3 between existing asphalt and new transition asphalt. Contractor to clean all surface after final grading and construction.
- 3.2.1.5 Contractor to coordinate work with Owner to re-grade the shoulders after completion of the surface course. Contractor to use approve topsoil to bring dirt shoulders up to the level of the new surface course. Contractor to clean the roadway upon completion of shoulder rework.
- 3.2.1.6 Contractor to coordinate work with Owner to use subbase material as stated in the design requirements to blend and transition new asphalt roadway surface with existing gravel/dirt private entrances and county roads. All transitions are to be compacted as per TxDOT and County specifications.
- 3.2.1.7 Contractor to provide testing of all materials used and placed on the project. Contractor to follow guidelines set forth by the TxDOT Testing Procedures for all testing of the subbase, base, and surface materials.
- 3.2.1.8 Final approval and acceptance of all work completed on the roadway project will be approved by the Owner's representative and the Owner.
- 3.2.2 Station 80+00 to 128+00:
  - 3.2.2.1 For items 3.2.2.2 through 3.2.2.6, contractor is to provide all labor and materials to complete the reclamation of the existing pavement according to the quantities in the provided bidding document as an optional cost to the Owner. Contractor is to allow the items listed above to be removed from the contracted documents and the items to be performed by the Owner if requested by the owner.
  - 3.2.2.2 Contractor/Owner is to clear the existing pavement of loose materials, debris, and any vegetation prior to reclamation of the existing asphalt pavement and base material.
  - 3.2.2.3 Contractor/Owner to mill and reclaim in place a minimum thickness of eight (8) inches of the existing roadway and base material.
  - 3.2.2.4 Contractor/Owner to stabilize the reclaimed roadway material with a 6% cement treatment. Cement treatment is permitted to be applied via powdered spread or slurry application. Contractor to ensure proper weather conditions prior to powered spread of the cement treatment.
  - 3.2.2.5 Contractor/Owner is to mix the cement treatment into the reclaimed road base with the reclaiming machine. Contractor to add water as required to meet the minimum optimum moisture requirement for the soil.
  - 3.2.2.6 Contractor/Owner to grade and compact the mixed cement treated road base as specified to reshape the road to the profile shown in the attached



- drawings. All base material is to be compacted to a minimum compaction of 98% standard proctor test and should be proof rolled for deficiencies prior to acceptance of final compaction. Any areas of deficiencies should be recompact to meet the final compaction requirements.
- 3.2.2.7 Contractor to place prime coat as specified in section 2.1.3 at a rate ranging from 0.2 to 0.5 gallon per square yard of surface after the road reclamation has received the final grading and compaction tests.
  - 3.2.2.8 Contractor to place the asphalt surface course in two layers of compacted two (2) inch asphalt as specified in section 2.1, for a total of four (4) inches of compacted asphalt. Contractor to immediately compact each layer after placement. Initial compacting to be done by steel-wheeled tandem roller or a pneumatic-tired roller following behind the pavement machine. Intermediate and final rolling may be completed with a pneumatic-tired roller. Final rolling should eliminate any remaining marks from previous rolling.
  - 3.2.2.9 Contractor to coordinate with owners of asphalt entrances to County Road 3 and blend and transition new asphalt roadway surface with existing asphalted private entrances. All asphalt used is to be in accordance with the design requirements and should be a minimum of three (3) inches of compacted asphalt. Place prime coat in as specified in 2.1.3 between existing asphalt and new transition asphalt. Contractor to clean all surfaces after final grading and construction.
  - 3.2.2.10 Contractor to ensure a smooth grade change transition if necessary, dependent upon final onsite elevations, at station 80+00 where the two (2) inch overlay joins with the reclaimed and overlaid road.
  - 3.2.2.11 Contractor to coordinate work with Owner to re-grade the shoulders after completion of the surface course. Contractor to use approved topsoil to bring dirt shoulders up to the level of the new surface course. Contractor to clean the roadway upon completion of shoulder rework.
  - 3.2.2.12 Contractor to coordinate work with Owner use subbase material as stated with the design requirements to blend and transition new asphalt roadway surface with existing gravel/dirt private entrances and county roads. All transitions are to be compacted as per TxDOT and County specifications.
  - 3.2.2.13 Contractor to provide testing of all materials used and placed on the project. Contractor to follow guidelines set forth by the TxDOT Testing Procedures for all testing of the subbase, base, and surface materials.
  - 3.2.2.14 Final approval and acceptance of all work completed on the roadway project will be approved by the Owner's representative and the Owner.
- 3.2.3 Station 128+00 to 130+00: County Road 3 to SH 152 Intersection.
- 3.2.3.1 For items 3.2.3.2 through 3.2.3.6, contractor is to provide all labor and materials to complete the reclamation of the existing pavement according to the quantities in the provided bidding document as an optional cost to the Owner. Contractor is to allow the items listed above to be removed from the contracted documents and the items to be performed by the Owner if requested by the Owner.
  - 3.2.3.2 Contractor/Owner is to clear the existing pavement of loose materials, debris, and any vegetation prior to reclamation of the existing asphalt pavement and base material.



- 3.2.3.3 Contractor/Owner to mill and reclaim in place a minimum thickness of eight (8) inches of the existing roadway and base material.
  - 3.2.3.4 Contractor/Owner to stabilize the reclaimed roadway material with a 6% cement treatment. Cement treatment is permitted to be applied via powdered spread or slurry application. Contractor to ensure proper weather conditions prior to powdered spread of the cement treatment.
  - 3.2.3.5 Contractor/Owner is to mix the cement treatment into the reclaimed road base with the reclaiming machine. Contractor to add water as required to meet the minimum optimum moisture requirement for the soil.
  - 3.2.3.6 Contractor/Owner to grade and compact the mixed cement treated road base as specified to reshape the road to the profile shown in the attached drawings. All base material is to be compacted to a minimum compaction of 98% standard proctor test and should be proof rolled for deficiencies prior to acceptance of final compaction. Any areas of deficiencies should be recompacted to meet the final compaction requirements.
  - 3.2.3.7 Contractor/Owner is to regrade existing drainage channels, install new subgrade, and install base materials according to these design specifications and as shown on the intersection design drawings. Contractor/Owner is to install all materials in no greater than six (6) inch lifts and to be compacted to the minimum specifications as stated in 3.2.3.6.
  - 3.2.3.8 Contractor to place prime coat as specified in section 2.1.3 at a rate ranging from 0.2 to 0.5 gallon per square yard of surface after the road reclamation has received the final grading and compaction tests.
  - 3.2.3.9 Contractor to place the asphalt surface course in two layers of compacted two (2) inch asphalt as specified section 2.1, for a total of four (4) inches of compacted asphalt. Contractor to immediately compacted each layer after placement. Initial compacting to be done by steel-wheeled tandem roller or a pneumatic-tired roller following behind the pavement machine. Intermediate and final rolling may be completed with a pneumatic-tired roller. Final rolling should eliminate any remaining marks from previous rolling.
  - 3.2.3.10 Contractor/Owner to coordinate the closing of County Road 3 with the work performed for the improvements to County Road 3 as stated in section 3.2.2.
  - 3.2.3.11 Contractor to coordinate work with Owner to re-grade the shoulders after completion of the surface course. Contractor to use approved topsoil to bring dirt shoulders up to the level of the new surface course. Contractor to clean the roadway upon completion of shoulder rework.
  - 3.2.3.12 Contractor to provide testing of all materials used and placed on the project. Contractor to follow guidelines set forth by the TxDOT Testing Procedures for all testing of the subbase, base, and surface materials.
  - 3.2.3.13 Final approval and acceptance of all work completed on the roadway project will be approved by the Owner's representative and the Owner.
- 3.2.4 Contractor to coordinate with Owner's Representative and Owner to determine possible work items that can be performed by the county to assist with cost savings to the project.



### 3.3 Payment for Construction

- 3.3.1 All payments for work completed on the project will be paid according to each project bid as provided. All payments will be processed, reviewed, and approved by Owner's agent prior to submission of payment invoice to Owner and to Keystone Tower Systems for final payment.



**Gray County, TX  
 County Road 3  
 2021 Mill and Overlay Project**

**Project Bid A – Gray County  
 Quantities and Bidding Sheet  
MUST INCLUDE 6 COPIES WITH PACKET**

<b>Item Description</b>	<b>QNTY:</b>	<b>Unit:</b>	<b>Unit Price</b>	<b>Total:</b>
1. Mobilization	1	LS	_____	_____
2. Full Depth Reclamation (FDR)(8" Depth)*	13,350	SY	_____	_____
3. Cement (6%)*	190	TN	_____	_____
4. Site Grading and Excavation*	1,000	CY	_____	_____
5. Asphalt Surface Course (4")	3,350	TN	_____	_____
6. Flex Pave. Struct. Repair (2"-6" Depth)	1,100	SY	_____	_____
7. Asphalt Surface Course (2")	2,400	TN	_____	_____
8. Asphalt Surface Private Entrances	50	TN	_____	_____
9. Traffic Control	1	LS	_____	_____
<b>TOTAL BID PRICE:</b>			_____	_____

*\*Optional items to performed by either contractor or Owner. See attached SOW.\**

\_\_\_\_\_  
 Contractor's Representative  
 (Signed with bid)

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Owner or Owner's Representative  
 (Signed with project contracts)

\_\_\_\_\_  
 Date

By signing this document, you are hereby assuring the agreement to the quantities and pricing as stated in the above bidding sheet. Contractor is responsible for extra quantities and expenses unless previously approved by the Owner.



**Gray County, TX  
County Road 3  
2021 Mill and Overlay Project**

**Project Bid B – Keystone Tower Systems  
Quantities and Bidding Sheet  
MUST INCLUDE 6 COPIES WITH PACKET**

<b>Item Description</b>	<b>QNTY:</b>	<b>Unit:</b>	<b>Unit Price</b>	<b>Total:</b>
1. Full Depth Reclamation (FDR)(8" Depth)*	30	SY	_____	_____
2. Cement (6%)*	2	TN	_____	_____
3. Site Grading and Excavation*	600	CY	_____	_____
4. Asphalt Surface Course (4")	305	TN	_____	_____
5. Traffic Control	1	LS	_____	_____
<b>TOTAL BID PRICE:</b>				_____

*\*Optional items to performed by either contractor or Owner. See attached SOW.\**

\_\_\_\_\_  
Contractor's Representative  
(Signed with bid)

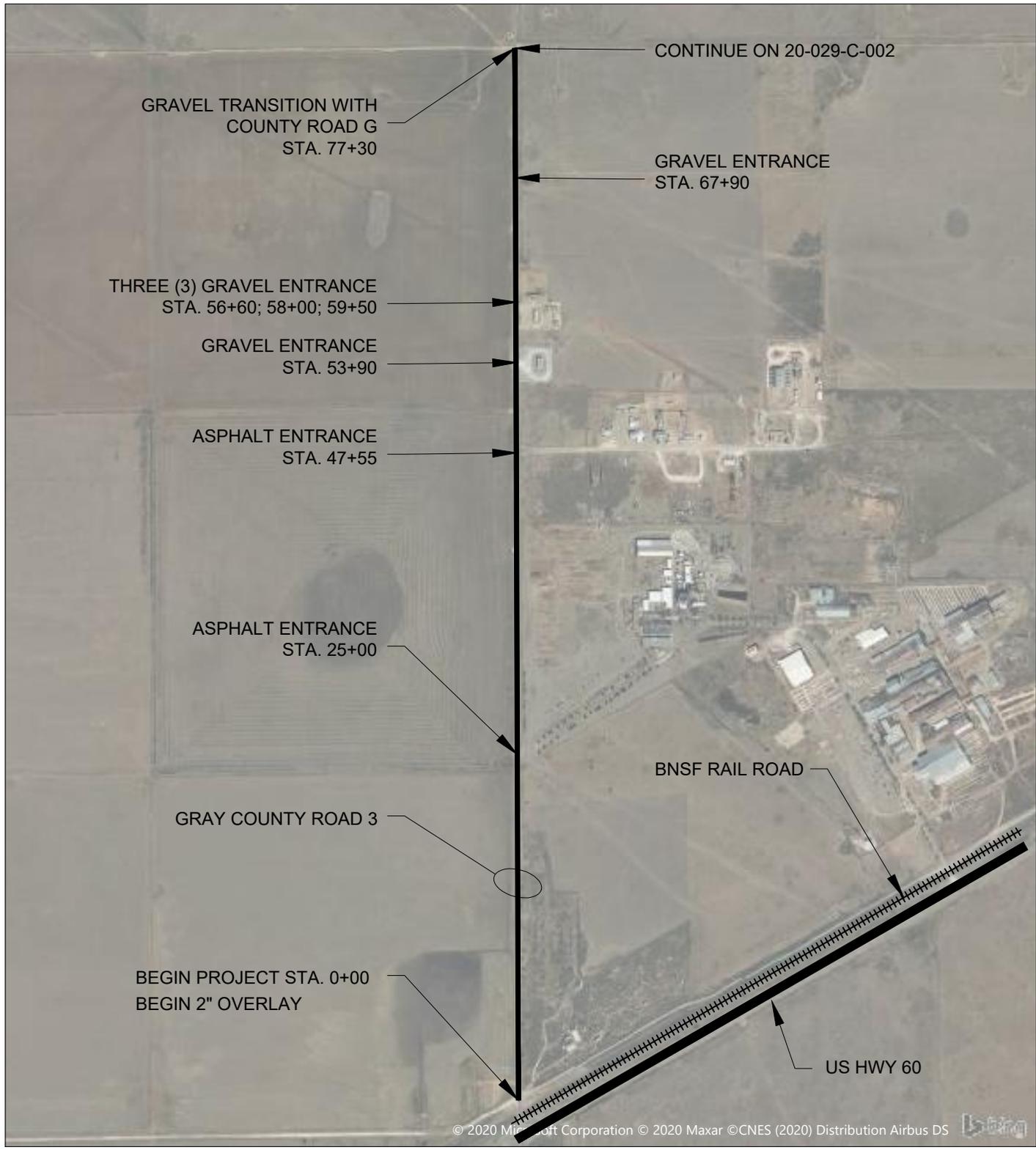
\_\_\_\_\_  
Date

\_\_\_\_\_  
Keystone Towers' Representative  
(Signed with project contracts)

\_\_\_\_\_  
Date

By signing this document, you are hereby assuring the agreement to the quantities and pricing as stated in the above bidding sheet. Contractor is responsible for extra quantities and expenses unless previously approved by the Owner and Keystone Tower Systems.





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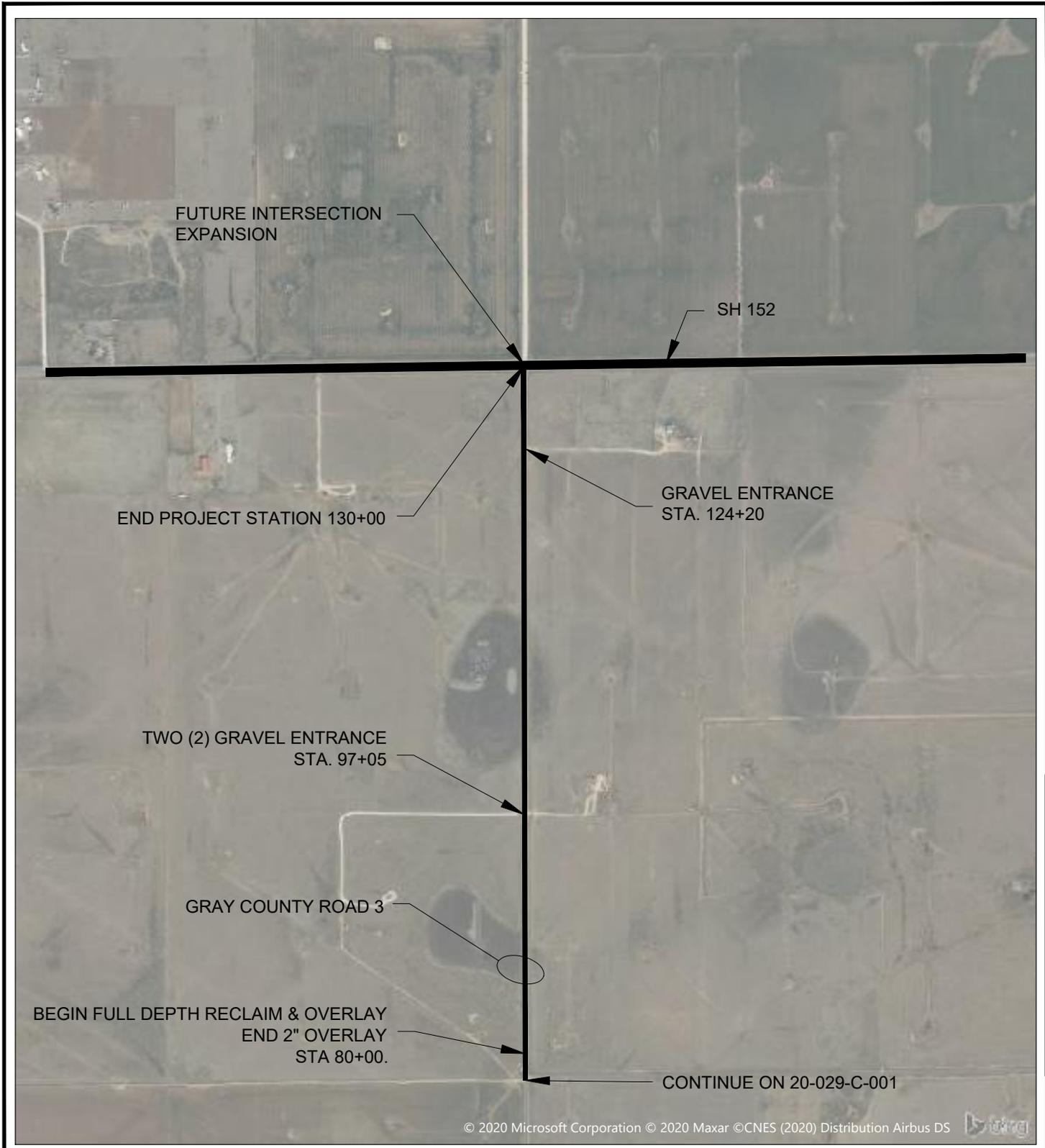


*Ronald E. Nelson*  
4/30/2021

RONALD E. NELSON, P.E.  
No. 58918  
FIRM No. F-5531

DESIGN	BY	DATE
DRAWN BY	LLR	01/2021
CHECKED BY	CSN	01/2021
APPROVED BY	REN	01/2021
ENGINEER	BY	DATE
DESIGNED BY	LLR	01/2021
PROJ. APPROVED	REN	01/2021

 <b>OPEN RANGE ENGINEERING SERVICES, PLLC</b> ENGINEERING DEPARTMENT		PAMPA TEXAS	
		<b>GRAY COUNTY ROAD 3</b> MILLING AND OVERLAY SITE PLAN (SOUTH)	
DRAWING NUMBER		W.O. NO.: 20-029	
<b>20-029-C-001</b>		SCALE: 1" = 1200'	
		PLOT DATE: 01/2021	
REVISION		0	



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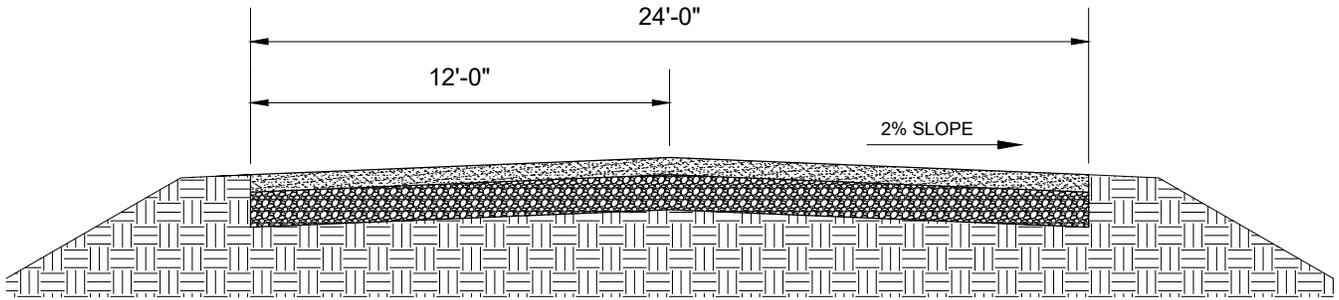


*Ronald E. Nelson*  
4/30/2021

RONALD E. NELSON, P.E.  
No. 58918  
FIRM No. F-5531

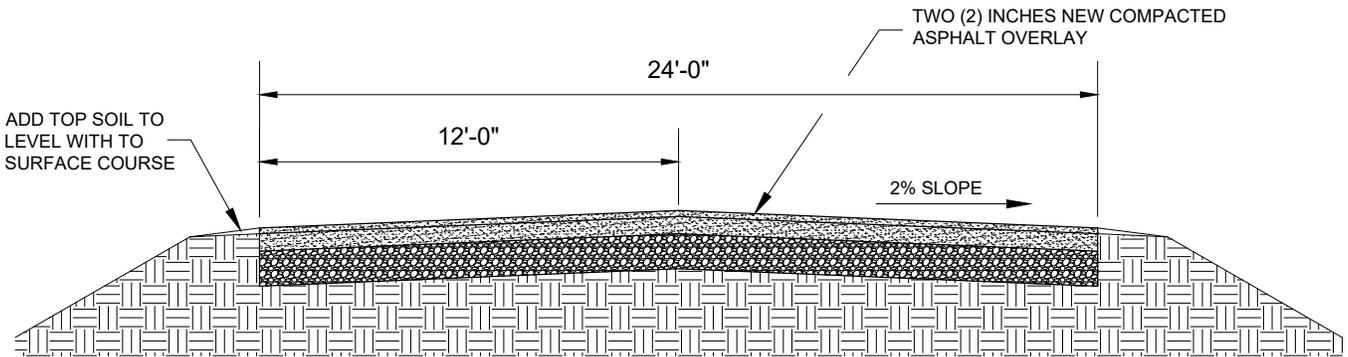
DESIGN	BY	DATE
DRAWN BY	LLR	01/2021
CHECKED BY	CSN	01/2021
APPROVED BY	REN	01/2021
ENGINEER	BY	DATE
DESIGNED BY	LLR	01/2021
PROJ. APPROVED	REN	01/2021

 <b>OPEN RANGE ENGINEERING SERVICES, PLLC</b> ENGINEERING DEPARTMENT		PAMPA TEXAS	
		<b>GRAY COUNTY ROAD 3</b> MILLING AND OVERLAY SITE PLAN	
DRAWING NUMBER		20-029-C-002	
W.O. NO.:		20-029	
SCALE:		1" = 12000'	
PLOT DATE:		01/2021	
REVISION	0		



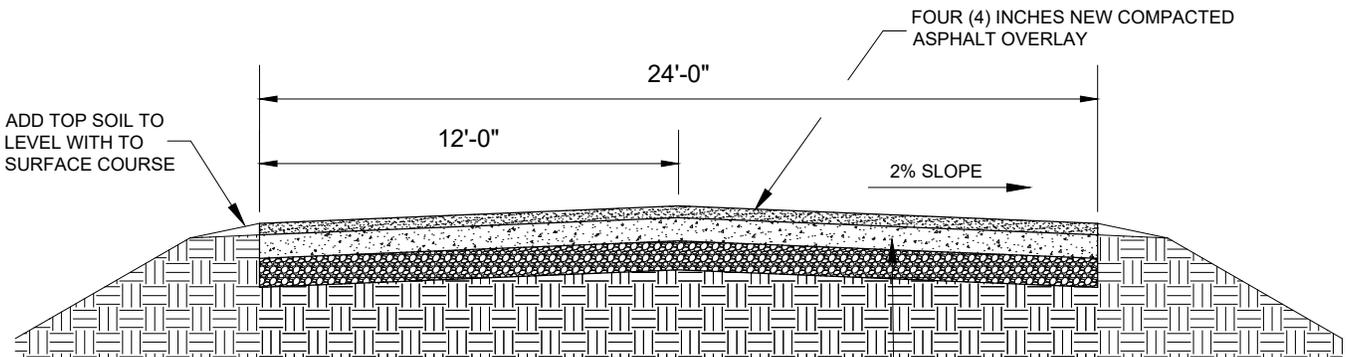
**EXISTING ROADWAY SECTION**

SCALE: 1/4" 1'-0"



**NEW ROADWAY SECTION**

STA. 0+00 TO 80+00  
SCALE: 1/4" 1'-0"



**NEW ROADWAY SECTION**

STA. 80+00 TO 130+00  
SCALE: 1/4" 1'-0"

EIGHT (8) INCHES MIN. DEPTH OF RECLAIMED ASPHALT ROADWAY AND EXISTING SUBGRADE, STABILIZED WITH 6% PORTLAND CEMENT.

**NOTES:**

1. REFER TO THE PROVIDED SCOPE OF WORK FOR SPECIFICATION AND QUANTITIES OF ALL MATERIALS
2. SEE DESIGN DRAWING V-101 FOR ADDITIONAL DETAILS FOR INTERSECTION OF COUNTY ROAD 3 AND SH 152.

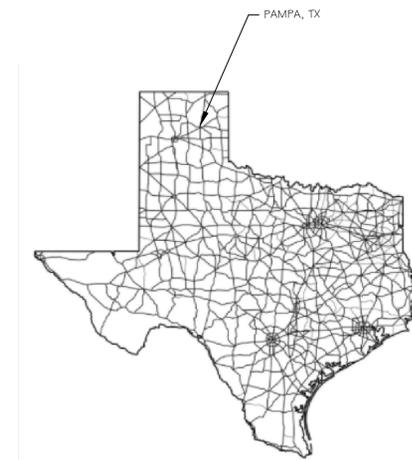
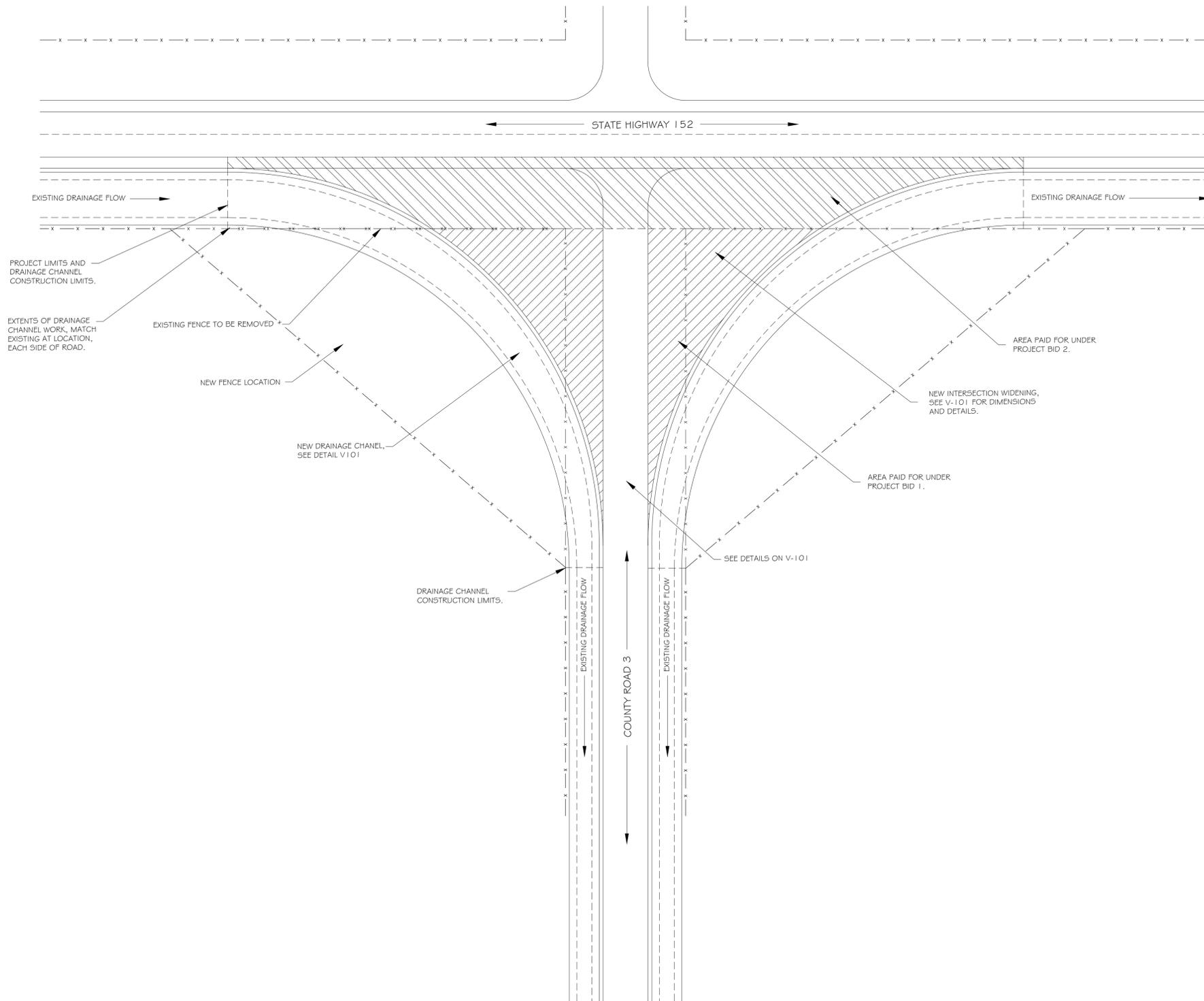


*Ronald E. Nelson*  
4/30/2021

RONALD E. NELSON, P.E.  
No. 58918  
FIRM No. F-5531

DESIGN	BY	DATE
DRAWN BY	LLR	01/2021
CHECKED BY	CSN	01/2021
APPROVED BY	REN	01/2021
ENGINEER	BY	DATE
DESIGNED BY	LLR	01/2021
PROJ. APPROVED	REN	01/2021

 <b>OPEN RANGE ENGINEERING SERVICES, PLLC</b> ENGINEERING DEPARTMENT PAMPA TEXAS		W.O. NO.: 20-029	
		SCALE: 1/4" = 1'-0"	
<b>GRAY COUNTY ROAD 3</b> MILLING AND OVERLAY ROADWAY CROSSSECTION		PLOT DATE: 01/2021	
DRAWING NUMBER		REVISION	
<b>20-029-C-101</b>		<b>0</b>	



NO.	DESCRIPTION	DATE
CLIENT:		
GRAY COUNTY COUNTY ROAD 3 & SH 152 ROAD INTERSECTION		

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**OPEN RANGE ENGINEERING SERVICES, PLLC**  
 (806) 665-1115  
 217 N. CUYLER, SUITE 300  
 P.O. BOX 2179  
 DOWNTOWN PAMPA  
 PAMPA, TEXAS 79066-2179

ENGINEERING STAMP

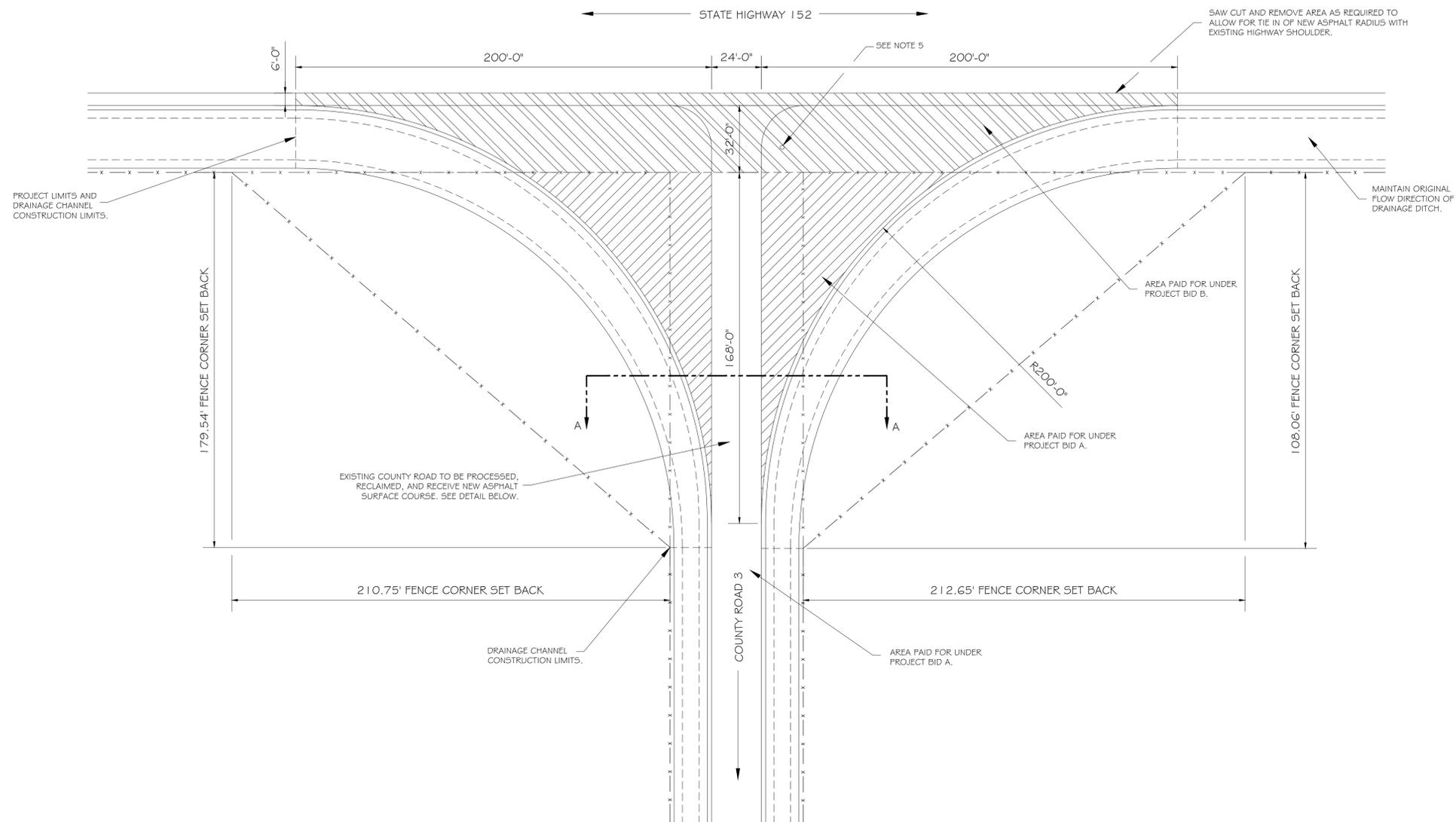
RONALD E. NELSON, P.E. No. 58918  
 FIRM No. F-5531

OVERALL SITE LAYOUT

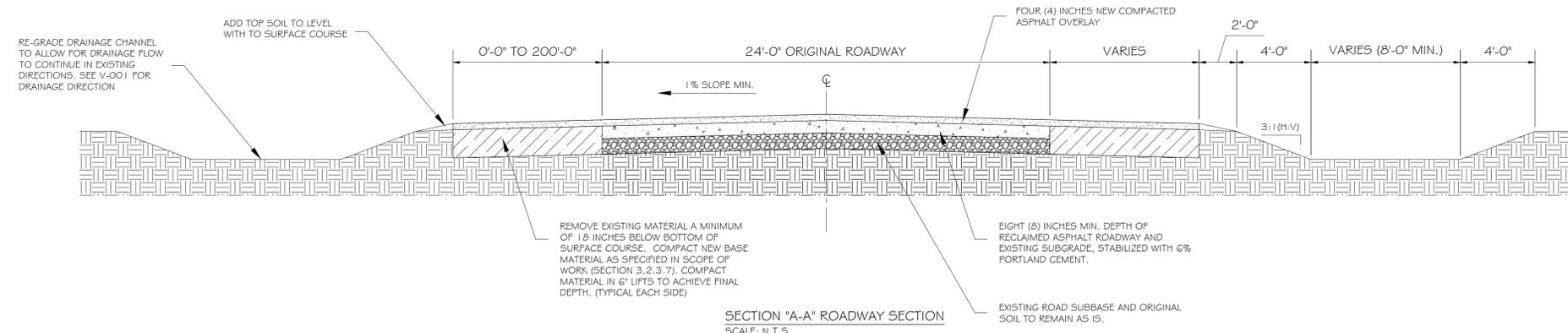
WORK ORDER NO.: ORE20-029  
 SCALE: 1" = 30'-0"  
 DRAWN BY: LLR 03/2021  
 CHECKED BY: CSN 03/2021  
 APPROVED BY: REN 03/2021  
 FILE NAME: 20-029-V001  
 PLOT DATE: 03/2021

REVISION NO.: 0

SHEET NO.  
**V-001**



INTERSECTION LAYOUT  
SCALE: 1" = 30'-0"



SECTION "A-A" ROADWAY SECTION  
SCALE: N.T.S

GENERAL NOTES:

- CONTRACTOR TO VERIFY ALL SITE MEASUREMENTS PRIOR TO CONSTRUCTION. SEE V-101 FOR SITE DIMENSIONS.
- CONTRACTOR TO COORDINATE WITH GRAY COUNTY AND KEYSTONE TOWER SYSTEMS FOR THE CONSTRUCTION OF THE ASPHALT PAVING OF THE NEW INTERSECTION WIDENING.
- CONTRACTOR TO PROVIDE OPTIONAL BID TO UTILIZE GRAY COUNTY FOR THE CONSTRUCTION OF ALL SITE GRADING AND COMPACTION OF THE SUBGRADE MATERIALS.
- CONTRACTOR TO CONSTRUCT ALL INTERSECTION PAVING IN ACCORDANCE WITH THE DESIGN AND SPECIFICATIONS PROVIDED IN THE SCOPE OF WORK FOR THE ROADWAY AND INTERSECTION IMPROVEMENTS.
- ALL ESTIMATED QUANTITIES ARE PROVIDED IN THE ATTACHED SCOPE OF WORK FOR EACH PROJECT BID. PROJECT BID A IS TO BE PAID FOR BY GRAY COUNTY AND PROJECT BID B IS TO BE PAID FOR BY KEYSTONE TOWER SYSTEMS.
- CONTRACTOR TO PROVIDE A STOP SIGN FOR NEW INTERSECTION. STOP SIGN IS REQUIRED TO BE REMOVABLE FOR OVERSIZE LOADS PASSING THROUGH THE INTERSECTION. CONTRACTOR TO SUPPLY SUBMITTAL DATA FOR SIGN PRIOR TO CONSTRUCTION. ALL SIGNS SHALL COMPLY WITH TxDOT STANDARDS AND SPECIFICATIONS. PAYMENT FOR SIGNS WILL BE THROUGH THE TRAFFIC CONTROL BID ITEM LISTED IN THE BIDDING DOCUMENTS FOR PROJECT BID B.
- CONTRACTOR TO COORDINATE WITH GRAY COUNTY AND KEYSTONE TOWER SYSTEMS FOR THE OPTION TO INSTALL ROADWAY STRIPING AND MARKING FOR THE INTERSECTION LANES AND STOP LINES.

NO.	DESCRIPTION	DATE
CLIENT:		
GRAY COUNTY COUNTY ROAD 3 & SH 152 ROAD INTERSECTION		

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P.O. BOX 21179  
DOWNTOWN PAMPA  
PAMPA, TEXAS 79066-2179

ENGINEERING STAMP

RONALD E. NELSON, P.E. No. 58918  
FIRM No. F-5531

DIMENSIONED SITE PLAN

WORK ORDER NO.: ORE20-029  
SCALE: 1" = 30'-0"  
DRAWN BY: LLR 03/2021  
CHECKED BY: CSN 03/2021  
APPROVED BY: REN 03/2021  
FILE NAME: 20-029-V101  
PLOT DATE: 03/2021

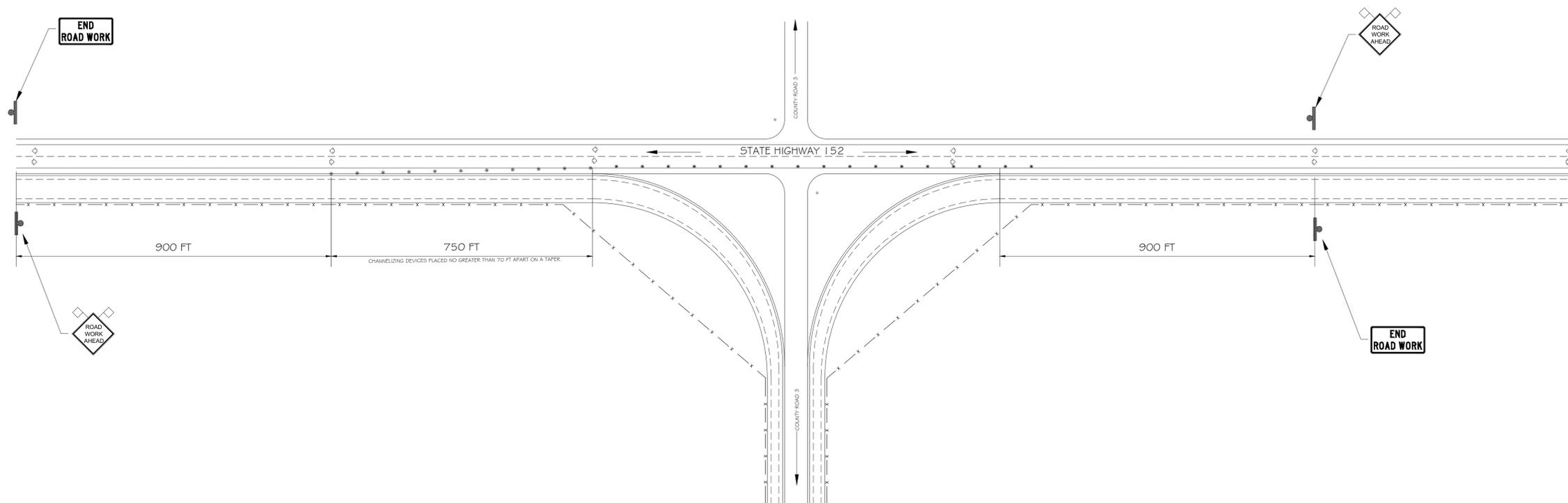
REVISION NO.: 0

SHEET NO.  
**V-101**



LEGEND

-  - WORK AREA
-  - TRAFFIC FLOW DIRECTION
-  - REFLECTIVE TRAFFIC SIGN
-  - TUBULAR MARKERS CHANNELING DEVICE



TRAFFIC CONTROL PLAN  
SCALE: NTS

NO.	DESCRIPTION	DATE
CLIENT:		
GRAY COUNTY COUNTY ROAD 3 # SH152 ROAD INTERSECTION		

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BUILDING DESIGN / ENGINEERING DIVISION

**OPEN RANGE® ENGINEERING SERVICES, PLLC**

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OPEN RANGE BUILDING  
DOWNTOWN PAMPA

217 N. CUYLER, SUITE 300  
P.O. BOX 2179  
PAMPA, TEXAS 79066-2179

ENGINEERING STAMP



RONALD E. NELSON, P.E. No. 58918  
FIRM No. F-5531

TRAFFIC CONTROL PLAN

WORK ORDER NO.: ORE20-029  
SCALE: NTS  
DRAWN BY: LLR 03/2021  
CHECKED BY: CSN 03/2021  
APPROVED BY: REN 03/2021  
FILE NAME: 20-029-V102  
PLOT DATE: 03/2021

REVISION NO.:	0
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SHEET NO.

**V-102**