Waller County, Texas
Invitation for Bid

Term Contract for Mowing Services
BID 26-016

SUBMIT BIDS TO:

Waller County
County Judge's Office
Waller County Courthouse
836 Austin Street, Suite 4300
Hempstead, TX 77445

SUBMIT NO LATER THAN:

Thursday, September 10, 2026
1:00 PM (CST)

ENVELOPE TO BE LABELED:

Bid 26-016
Mowing Services

ALL BIDS MUST BE RECEIVED AND TIME/DATE STAMPED BY THE JUDGE'S OFFICE OF WALLER COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE. BIDS RECEIVED AS REQUIRED WILL BE OPENED AND PUBLICLY READ AFTER DUE DATE. 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 Jaime Kovar, Purchasing Director, j.kovar@wallercounty.us

Vendor Responsibilities:

- Download and complete any addendums posted on the Waller County website.
- Submit response in accordance with requirements stated in the document.
- DO NOT submit responses via email, as they will not be accepted.

Invitation for Bids

SECTION 1. GENERAL REQUIREMENTS

1.1 Entire Document: Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.

1.2 Applicability: General Requirements apply to all advertised Invitations for Bid; however, these may be superseded, in whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.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 Waller County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the Waller County District Attorney concerning any portion of these requirements.

1.4 Bid Form Completion: Complete one (1) bid form, sign, and return with completed submittal to County Judge's Office of Waller County. An authorized representative of the Bidder must sign the Contract Sheet. The contract will be binding only when approved by the Waller County Commissioners Court, signed by the County Judge of Waller 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 the error and initial each change.

If an Excel pricing form is included and/or posted on the County's website amongst this Invitation for Bid, the vendor must download, complete, and save the Excel file (not a PDF of the Excel file) of the pricing form on a flash drive. The Excel file on the flash drive must be downloadable by the Purchasing Director in order to copy and paste the Bidder's pricing to the County's tabulation. The flash drive must be labeled and included in the same sealed envelope with the respondent's completed Bid along with a printed copy of the pricing form completed by the vendor.

1.5 Bid Returns: Bidders must return a completed Bid Package in a sealed envelope to the County Judge's Office of Waller County, 836 Austin Street, Suite 4300, Hempstead, TX 77445, no later than 1:00 P.M. (CST) on the date specified. The Bid Package is the set of documents outlining the requirements and details of the Project that is provided by the County to potential Bidders, and the complete, properly signed Bid. Late bids will not be accepted.

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 Jaime Kovar, Procurement Director by email at: J.Kovar@wallercounty.us. 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 Waller County's website. Addenda will ONLY be issued by the Waller County Procurement Director. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the Contract Documents. Bidders must sign and include any and all issued addenda in the returned bid package. **The deadline for submission of questions and/or clarification is no later than September 2, 2026 at 10:00 AM (CST).** 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: If this bid requires submission of bid bond guarantee and performance bond, there will be a separate page explaining the requirements.

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 Waller 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 Waller County. 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 the Contract and shall be stated on the bid sheet. The Bid submitted to the County shall be inclusive of all costs necessary to complete the Project. No price changes, additions, or subsequent qualifications will be honored during the course of the Contract, unless made in accordance with the Contract's General Terms and Conditions. All prices must be written in ink or typewritten.

1.11 Term Contracts: If the Contract is intended to cover a specific time period, said time will be given in Section 4 under Term of Contract.

1.12 Recycled Materials: Pursuant to Texas Health and Safety Code § 361.426, Waller 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. Waller 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 Waller 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 Procurement Director and recommendation to Waller 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 in determining the lowest responsible bidder, or for making a recommendation. The Waller County Procurement Director 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 the Contract Sheet, a Bidder offering to provide supplies, materials, services, or equipment to Waller 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 and all Bids may be rejected if Waller County believes that collusion exists among the Bidders. Bids in which the prices appear to be 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: Waller County reserves the right to award the Contract to the lowest responsible bidder(s) in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one Bidder, and to reject any or all Bids.

1.16 Contract Obligation: A Bid does not become binding upon the Bidder until it is accepted by official action of the Waller County Commissioners Court, and a Contract does not become binding on the County of the Bidders until it is approved by official action of the Waller County Commissioners Court and executed by the County Judge or another person authorized by the Waller County Commissioners Court. Department heads are not authorized to sign contracts for Waller County. Binding contracts shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

SECTION 2. PRE-BID CONFERENCE

2.1 A pre-bid conference will not be conducted for this Project.

SECTION 3. SCOPE

3.1 It is the intent of Waller County to contract with one (1) or more contractor(s) to provide all materials, labor and equipment for mowing services, located throughout Waller County, which meet or exceed the specifications contained herein.

SECTION 4. TERM OF CONTRACT:

4.1 The term of this contract is **through March 31, 2027** renewable annually for four (4) years (through March 31, 2031) under the same terms and conditions if mutually agreeable by both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

SECTION 5. PRICING

5.1 Excel Bid Pricing Form: Bidders are required to obtain and complete the Excel Bid Pricing Form on the Waller County website and return to County Judge's Office with completed bid packet, as stated in Section 1.4 and 1.5.

SECTION 6. ESCLATION CLAUSE:

6.1 Awarded vendor may apply for a price increase to the Waller County Procurement Director. The County Procurement Director will review and increase if deemed warranted, place the request on Waller County's Commissioners Court agenda for their action of approval or denial. Any proposed price increase will only be the amount increased to the vendor from his/her supplier(s). The price increase request must be stated on vendor's letterhead stating the following information: solicitation number and title, item description, original bid price, percent of increase, and total cost to include increase. Written documentation from the vendor's supplier informing of the increase must be provided to the Procurement Director at time of increase request. No application for a price increase may be submitted within the first six (6) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

SECTION 7. REQUIRED FORMS

7.1 All Bidders are required to complete and return with their Bids the following forms:

a. Pricing Form
b. Bidder's Business Information Sheet
c. Contract Special Terms & Conditions
d. Contract Sheet
e. W-9 Form
f. Texas Ethics Commission Form 1295:
    i. 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", as required by Texas Government Code §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/.
    ii. On-line instructions:
        a. Name of governmental entity is to read: Waller County, Texas.
        b. Identification number used by the governmental entity is: B26-016.
        c. Description is the title of the solicitation: Mowing Services.
g. References, as stated in section 1.7.

SECTION 8. AWARD

8.1 The contract is intended to be awarded to one (1) primary, one (1) secondary and one (1) tertiary contractor to the lowest and best bid meeting specifications to provide County-wide mowing services. On a case-by-case basis, should the primary contractor be unable to perform the work required in a timely manner, the secondary/tertiary contractor will be contacted to accomplish the work.

Contract General Terms and Conditions

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SECTION 1. DEFINTIONS

1.1 Addendum: Written instruments issued by Waller County which clarify, correct, or change the bidding requirements or the Contract Documents prior to the Due Date.

1.2 Authorized Representative: The Waller County Engineer.

1.3 Bid: A complete, properly signed response to an Invitation for Bid that, if accepted, would bind the Bidder to perform the resultant contract.

1.4 Bidder: A person, firm, or entity that submits a Bid in response to an Invitation for Bid.

1.5 Bid Documents: The advertisement or Invitation for Bids, Bid form, the Price Sheet, the Contract Sheet, the Special Terms and Conditions Form, the Contract General Terms and Conditions, Bidder's Business Information Sheet, Form, and Addenda.

1.6 Calendar Day: Any day of the week, no days being excepted.

1.7 Construction Site: The area designated by the County where construction work on the Project is carried out.

1.8 Contract: The binding legal agreement between the County and the Contractor. The Contract represents the entire and integrated agreement between the County and the Contractor for performance of the Work, as evidenced by the Contract Documents.

1.9 Contract Price: the moneys payable by the County to the Contractor for completion of the Work in accordance with the Contract Documents.

1.10 Contract Sheet: the form provided in the Bid Documents.

1.11 Contract Time: The number of days allowed for completion of the Work as defined by the Contract Sheet. When any period is referred to in days, it will be computed to exclude the first and last day of such period. A day of twenty-four hours measured from midnight to the next midnight will constitute a day.

1.12 Contractor: The individual, firm, corporation, or other business entity with whom the County has entered into the Contract for the performance of the Work.

1.13 County: Waller County, Texas, a political subdivision of the State of Texas.

1.14 Drawings: Those portions of the Contract Documents which are graphic representations of the scope, extent and character of the Work to be furnished and performed by Contractor, and which have been approved by the County. Drawings may include plans, elevations, sections, details, schedules, and diagrams. Shop Drawings are not included in the definitions of Drawings.

1.15 Due Date: The date and time specified for receipt of Bids.

1.16 Final Completion: The point in time when the County determines that all Work has been completed and final payment to Contractor will be made in accordance with the Contract Documents.

1.17 Invitation for Bid ("IFB"): A solicitation requesting pricing for a specified good or service which has been advertised for Bid in a newspaper.

1.18 Minor Change: A written change in the Work that is ordered by the Authorized Representative, that does not change the Contract Price or Contract Time, and is consistent

with the scope of the Contract.

1.19 Notice to Proceed: A written notice given by the Authorized Representative of the County to Contractor identifying the date on which the Work will commence, and on which Contractor shall start to perform Contractor's obligations under the Contract Documents.

1.20 Project: the stated title, as specified in the contract documents.

1.21 Schedule of Values: an itemized list of each activity and all materials and labor required to complete the Project, and the corresponding values of each. When summed up, the Schedule of Values shall equal the total Contract Price.

1.22 Shop Drawings: All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor as required by the Contract Documents.

1.23 Specifications and Plans: Those portions of the Contract Documents consisting of written technical descriptions as applied to the Work, which set forth to Contractor, in detail, the requirements which must be met by all materials, equipment, construction systems, standards, workmanship, equipment, and services in order to render a completed and useful project.

1.24 Subcontractor: An individual, firm, corporation, or other business entity having a direct contract with Contractor for the performance of a portion of the Work under the Contract.

1.25 Substantial Completion: The stage in the progress of the Work when the Work, or designated portion thereof, is sufficiently complete in accordance with the Contract Documents so that the County can occupy or utilize the Work for its intended use, as evidenced by a Certificate of Substantial Completion approved by the County.

1.26 Superintendent: The representative of Contractor authorized in writing to receive and fulfill instructions from the Authorized Representative, and who shall supervise and direct construction of the Work.

1.27 Supplier: An individual or entity that furnishes materials or equipment to be incorporated in the Work by the Contractor or any Subcontractor.

1.28 Transfer Date: the date on which the care, custody, and control of the Project passes to Waller County.

1.29 Work: The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents. It includes the procurement, delivery, and proper construction and/or installation of all materials, facilities, and associated appurtenances necessary to fulfill the winning Bidder's obligations under the Contract, including the coordination and administration of all services necessary for the Contractor, its agents, and/or subcontractors to fulfill Contractor's obligations under the Contract.

SECTION 2. CONTRACT DOCUMENTS

2.1 The Contract Documents: The Contract Documents are composed of the following:

a. Invitation for Bid

b. Bid form

c. Contract General Terms and Conditions, if any

d. Bidder's Business Information Sheet

e. Contract Sheet

f. W-9

g. Other required forms

2.2 Intent: The purpose of the Contract Documents is to include all information necessary for the proper execution and timely completion of the Work by Contractor. The Contractor will execute the Work described in and reasonably inferable from the Contract Documents as necessary to produce the results indicated by the Contract Documents. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all.

2.3 Exclusion of Professional Services: Contractor shall neither perform nor provide professional services as defined by Texas Government Code Chapter 2254 under this Contract.

2.4 Interpretation: In the event of any dispute concerning the terms of the Contract Documents, the County's interpretation shall govern.

SECTION 3. PREVAILING WAGES

Davis-Bacon prevailing wage requirements are not applicable to this contract. This contract is funded solely with County funds and is not federally funded or federally assisted.

SECTION 4. TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

Not applicable for this solicitation

SECTION 5. MATERIAL SPECIFICATIONS & BID PRICING

Specifications are available on the bid pricing form in Excel, downloadable from Waller County's website. Vendors are required to obtain and complete the Excel Bid Pricing Form on the Waller County website and return with their bid response to County Judge's Office. Bid prices for items must meet the specifications as stated herein and include FOB Waller County.

SECTION 6. ADDITIONAL SPECIFICATIONS & REQUIREMENTS

6.1 Contractor shall furnish all labor, equipment, fuel, and supervision to mow or shred plant growth along County right-of-way, as required by the County Road Superintendent.

6.2 Waller County will replace any and all traffic control devices damaged during mowing (i.e. stop signs, bridge markers). However, Waller County reserves the right to deduct $125.00 per traffic device from Contractor's invoice.

6.3 Contractor is responsible for mowing right-of-ways from right-of-way to right-of-way line, (assume fence line) except slopes that are unsafe for conventional mowers will be mowed by Waller County utilizing slope mowers.

6.4 Proper equipment must be utilized for its designed use.

a. Slope mowers are not included in this contract.
b. 15' mowers are to be used on wide areas and slight sloped ditches.
c. Smaller (5' to7') mowers are to be used to trim other areas as directed by the Road Superintendent.
d. Contractor must trim around sign posts, pipe ends and bridges. (minimum of two (2) weed eater operators required).
e. Grass should not be cut higher than 3" to 4".

6.5 The contractor may choose the work hours but they should be coordinated in advance with the Road Superintendent.

6.6 The unit of measurement for mowing shall be per mile of right of way and shall consist of one complete mowing of the required area.

6.7 Contractor shall submit invoices for the actual mowing accomplished to the Waller County Road and Bridge Department. Mowing will be paid for at the unit bid price, per mile and shall be full compensation for furnishing all labor, materials, supervision equipment and supplies required to complete all items of work specified herein.

6.8 The mowing period shall begin as soon as this contract is awarded. The successful contractor shall be notified fourteen (14) days in advance of proposed mowing start date. The contractor shall complete all mowing within three (3) weeks of the start date unless weather or notification by the Road Superintendent has prevented this from being accomplished. The contractor shall notify the Road Superintendent for an inspection of the finished mowing site a minimum of once-each 48 hours to update completion status. Road Superintendent will inspect and approve completed work within the next 48 hours.

6.9 The Road Superintendent will retain the ability to re-direct mowing locations, time frame and mileage.

SECTION 7. DELIVERY AND COUNTY TANK/TRUCK DELIVERY LOCATIONS:

Not applicable for this project.

SECTION 8. PAYMENT

8.1 Payment: Waller County shall pay the Contractor according to the contract in current funds for the Contractor's performance, as stated herein, after issuance of a Notice to Proceed and a purchase order issued by the Waller County Procurement Director. In no event will Contractor be paid the entire contract price prior to beginning work, or prior to completion of the work.

8.2 Applications for Payment: Waller County shall make progress payments to the Contractor as provided below.

a. The Contractor shall submit Applications for Payment to Waller County Road & Bridge, 775 Business 290E, Hempstead, Texas 77445 in a form acceptable to the County. Each Application for Payment must be filled out and signed by

the Contractor, and cover the Work that is completed as of the date of the Application and be accompanied by sufficient supporting documentation.

b. With each Application for Payment, the Contractor must submit an affidavit certifying that Contractor has paid in full any bills submitted to the Contractor for labor, material and expendable equipment that Contractor used in the performance of Work or the provision of services under the Contract. The certifying affidavit must be provided to the County before the applicable Application for Payment will be approved for payment.

c. Applications for Payment shall not include requests for payment related to changes in the Work which have not been authorized through a Change Order.

d. Applications for Payment shall not include requests for payment of amounts that the Contractor does not intend to pay to a Subcontractor or Supplier because of a dispute or other reason.

e. The period covered by each Application for Payment shall be one calendar month beginning on the first day of the month, and ending on the last day of the month. A complete and accurate Application for Payment must be submitted to the County Auditor not later than the 15th day of the month following the month in which the work was performed.

f. The 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.

g. Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

   i. Take that portion of the contract sum properly allocable to the completed Project less retainage of ten percent (10%).

   ii. 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 Waller County, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%).

   iii. Subtract the aggregate of previous payments made by Waller County.

h. Payment will be made by the County in accordance with Texas Government Code, Chapter 2251.

8.3 Final Payment: If, upon Final Completion and on the basis of observation of the Work during construction, final inspection, and review of the final Application for Payment and accompanying documentation as required by the Contract Documents, the Authorized Representative is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, there are no outstanding claims, and punch list items have been completed, the Authorized Representative will recommend the final Application for Payment for approval to the Waller County Commissioners Court. Final payment shall constitute the entire unpaid, undisputed balance of the Contract Price. The Contractor may make application for final payment following

the procedure for progress payments after the Contractor has complied with the requirements of Section 6.3 to the County's satisfaction, and delivered the following documents:

i. Affidavit by Contractor certifying the payment of all debts and claims;

j. The Record Documents identified in Section 13;

k. Consent to surety, if any, to final payment. If surety is not provided, complete and legally effective releases or waivers that are satisfactory to the County of all claims arising out of or filed in connection with the Work;

l. Certificate evidencing that any applicable requirement for insurance will remain in force after final payment and through the warranty period;

m. Proof of performance bond extension through warranty period, if a performance bond was required; and

n. Any other documentation called for in the Contract Documents.

Final payment is considered to have taken place when the Contractor, or any of its representatives negotiates the County's final payment check, whether labeled final or not, for cash or deposits check in any financial institution for its monetary return.

8.4 Review of Applications for Payment and Payment: The Authorized Representative will, within seven (7) calendar days after receipt of each Application for Payment, either indicate a recommendation for payment and forward the Application for processing by the County, or return the Application to the Contractor indicating the Authorized Representative's reasons for not recommending payment. If the Authorized Representative does not recommend payment, the Contractor shall make the necessary corrections and resubmit the Application.

o. By recommending payment, the Authorized Representative does not represent that:

i. Exhaustive or continuous on-site inspections have been made to check the quality or quantity of the Work;

ii. Examination has been made to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Price; or

iii. Contractor's construction means, methods, techniques, sequences, or procedures have been reviewed.

8.5 County's Right to Withhold Payment: The County may withhold or nullify the whole or part of any payment to such extent as the County deems necessary in the event that:

p. Defective work is not remedied as required by the County and in the time frame required by the County;

q. A third party files a claim or there is reasonable evidence indicating probable filing of such claims;

r. Contractor fails to make payments properly to Subcontractors for labor, materials, or equipment;

s. There is reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Amount;

t. There is damage to the County or another contractor;

u. There is reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

v. The Contractor fails to submit a schedule of values in accordance with the Contract Documents;

w. The Contractor fails to maintain a record of changes on drawings and documents;

x. The Contractor fails to maintain weekly payroll reports and, as applicable, provide copies of reports in a timely manner upon request of the County;

y. The Contractor fails to submit monthly subcontractor reports;

z. Contractor neglects or unsatisfactorily prosecutes of the Work, including fails to clean up; or

aa. The Contractor fails to comply with any provision of the Contract Documents.

8.6 Reason for Withholding Payment Removed: When the above reasons for withholding payment are removed, the Contractor shall resubmit an Application for Payment for the value of the Work performed. Payment will be made in accordance with Texas Government Code Chapter 2251.

8.7 Payment to Subcontractors when Payment Withheld: Subcontractors may request Partial Payment when the County withholds payment of an invoice to the Contractor for any reason listed in Section 6.6. If the payment is withheld by the County, the Contractor shall notify all affected Subcontractors within two (2) working days of notice that payment is being withheld. Upon notification, Subcontractors may submit a formal written request for Partial Payment to the Contractor and the County. If directed by the County, the Contractor shall within three (3) working days resubmit to the County an invoice for the same period that includes only work performed by the requesting Subcontractors during this period. The County will review this resubmitted invoice. Upon receipt of payment for the resubmitted invoice, the Contractor shall pay the Subcontractor within ten (10) calendar days.

SECTION 9. TERM, SUSPENTION OF WORK, AND TERMINATION

9.1 Contract Term: See Section 4 in General Requirements.

9.2 Suspension by County for Convenience: The County may, in its sole discretion and without cause, order the Contractor in writing to suspend or interrupt the Project in whole or in part for such period of time as the County may determine. In the event the County suspends or interrupts the Work, an adjustment may be made to account for any change in the actual cost of performance of the Work caused by the suspension, or interruption. No adjustment shall be made for an increase in the Contract Price if the performance of the work is, was, or would have been so suspended, delayed, or interrupted by another cause for which the Contractor is responsible, or when an equitable adjustment is made or denied under another provision of this Contract.

9.3 Automatic Termination: This Agreement shall automatically terminate upon complete performance of the terms and conditions of the Agreement by each Party, or otherwise in accordance with its terms.

9.4 Termination for Insolvency and Bankruptcy: The County, in its sole discretion, may immediately terminate this Agreement without notice or the opportunity to cure if Contractor becomes insolvent or files any petition for bankruptcy.

9.5 Termination for Cause: Upon seven (7) calendar days' notice to Contractor, the County may terminate the Contract for cause if the Contractor:

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

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

cc. Disregards laws, ordinances, rules, regulations, or orders of public authority having jurisdiction concerning the Project: or

dd. Otherwise commits substantial breach of a provision of the Contract Documents.

9.6 Termination for Convenience: Upon seven (7) calendar days' written notice to Contractor, the County may, in its sole discretion and without penalty or prejudice to any right or remedy of County, terminate this Contract for convenience and without cause at any time. The written notice must be provided in accordance with Section 18.19. The notice must state the reasons for such termination, and provide an effective date of the termination. The notice may also contain instructions necessary to protect, store, or decommission any incomplete work or systems, and/or for safety. Upon receipt of such notice, Contractor shall immediately proceed with the following obligations regardless of whether a dispute regarding the Contract exists:

aa. Stop all work;

bb. Comply with any instructions contained in the termination notice;

cc. Place no further subcontracts or order for materials or services;

dd. Terminate all subcontracts for convenience;

ee. Cancel all materials and equipment orders as applicable; and

ff. Take appropriate action to protect and preserve all property related to the Contract which is in the possession of Contractor.

9.7 Notice of Termination: The terminating Party shall provide seven (7) days written notice of termination to the other Party as provided in Section 18.19.

9.8 Discretionary Opportunity to Cure: A Party receiving notice of termination for failure to perform in accordance with the terms of this Contract shall have the opportunity to cure its failure to perform beginning on the day of its receipt of the written notice, and continuing for thirty (30) calendar days thereafter. The cure, if made, shall be to the terminating Party's satisfaction. If no cure is made, the Contract will terminate on the date specified in the written termination notice, or if no date is specified, on the thirtieth (30^{th}) calendar day after the date of receipt of the notice, unless otherwise agreed by the Parties.

9.9 County's Rights After Termination: In the event of termination, the County may immediately take possession of the site, and of all materials, equipment, tools, and construction equipment and machinery thereon. The County may finish the Project by whatever reasonable method it deems expedient.

9.10 Duty to Mitigate: In the event of termination or suspension under this Contract, the Contractor shall take all reasonable actions to mitigate its damages and any and all claims which may be asserted against the County.

9.11 Responsibility During Demobilization: While demobilizing, the Contractor shall take all necessary and reasonable actions to preserve and protect the Work, the site, and other property of the County or others at the site.

9.12 Payment After Termination: In the event the County terminates the Contract, the County shall pay the Contractor only for work performed prior to the date of termination, and that is satisfactory to County. Contractor shall not be entitled to lost or anticipated profits should the County choose to exercise its option to terminate. Not later than 30 days after the date of termination, the Contractor shall submit to County a final termination settlement proposal to the County for Work already performed. It any of the Work contained in the settlement proposal is not satisfactory to the County, the County shall provide written notice to the Contractor. The County shall only pay for the portion of the Work that it determines in good faith to be satisfactory. If Contractor fails to submit the settlement proposal within the time specified, the County may unilaterally determine the amount owed to Contractor. Payment of the amount determined by the County shall be full satisfaction of any claim or debt due by County to Contractor under the Contract.

SECTION 10. RIGHT TO ASSURANCE

10.1 Right to Assurance: In the event that the county has a reason to question the Contractor's intent or ability to perform its obligations under the Contract, the County may demand that the Contractor give written assurance of its intent to perform, its plan to properly continue performance, and a detailed timeline for completion of the Project. The Contractor shall provide a written response to County that addresses the County's demand for written assurance within five (5) business days. If Contractor fails to provide the written response, the County may treat the failure as an anticipatory repudiation of the Contract.

SECTION 11. INSURANCE

11.1 Insurance Coverages: Contractor shall carry insurance in the types and amounts indicated below, which shall include items owned by the County in the care, custody, and control of the Contractor prior to and during construction and warranty period. It is intended that policies required by this Contract covering both the County and the Contractor shall be considered primary coverages as applicable. Contractor shall provide the County with certificates of insurance evidencing compliance with the requirements of this Section. The certificates shall indicate the name of the Contractor, the name of the insurance company, the policy number, and the term and limits of coverage. The insurance coverage must be with a company having Best's rating of A/VII or better, authorized to do business in the State of Texas at the time the policies are issued and in force, and shall be of the following types and limits:

aa. Workers Compensation insurance in accordance with applicable law. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

bb. 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.

cc. Comprehensive 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 policy holder.

dd. Business Automobile Liability coverage for owned, non-owned, and hired vehicles, with a combined Bodily Injury/Property Damage with minimum limits of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

11.2 Additional Insured: Contractor's insurance policies that cover performance under this Contract shall name the County an additional insured, except for Workers' Compensation and Professional Liability, if required. All endorsements naming the County as additional insured, waivers, and notices of cancellation of endorsements, as well as the Certificates of Insurance shall indicate: Waller County, Texas, 836 Austin Street, Suite 4300, Hempstead, Texas 77445.

11.3 Certificates of Insurance: Contractor shall provide the County with properly executed certificates of such insurance before the Contract is executed as verification of the coverage required in Section 11.1. The certificates shall indicate that all required insurance coverages are effective as of the Effective Date, and that such insurance shall not be canceled, except on thirty (30) days prior written notice to the County. The Contract shall not commence Work until the required insurance is obtained and until such insurance has been reviewed by the County. The Contractor must also provide Certificates of Insurance when a previously identified policy period has expired as verification of continuing coverage.

11.4 Responsibility for Insurance: The Contractor shall be responsible for premiums, deductibles, and self-insured retentions, if any, state in the policies. All deductibles or self-insurance retentions shall be disclosed on the Certificates of Insurance.

11.5 No Decrease in Liability: The County's acceptance or approval of the certificates of insurance or certified copies of insurance policies shall not relieve, decrease, or limit Contractor's liability. The insurance coverages required under this Contract are required minimum and are not intended to limit the responsibility of liability of the Contractor.

11.6 No Cancellation or Modification: The Contractor shall continuously maintain the required insurance coverages during the Contract Term. Contractor shall not cancel or modify the insurance coverages required by this Contract without providing thirty (30) days written notice to the County. Contractor shall not allow a lapse in the insurance coverage specified in this Contract for the duration of the Contract.

11.7 Workers Compensation Certification: By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the County that all employees of the Contractor who will provided services on the Project will be covered by

workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of self-insured, with the Texas Worker's Compensation Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11.8 County Occupancy: All insurance shall provide for the County to take occupancy of the Work or any part thereof during the term of said insurance.

11.9 Failure to Comply: Contractor's failure to comply with any of these provisions is a breach of Contract by Contractor which entitles the County to declare the Contract void if Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the County.

SECTION 12. INDEMNIFICATION

12.1 **INDEMNITY FOR BODILY INJURY OR DEATH CLAIMS: TO THE FULLEST EXTENT PERMITTING BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, DIRECTORS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS FROM AND AGAINST ALL CLAIMS, LOSSES, EXPENSES, COSTS, DEMANDS, SUITS, CAUSES OF ACTION, AND DAMAGES, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES, FOR BODILY INJURY OR DEATH OF ANY EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR ITS SUBCONTRACTORS OF EVERY TIER, EVEN IF THE BODILY INJURY OR DEATH IS CAUSED BY OR ALLEDGED TO HAVE BEEN CAUSED BY THE SOLE OR PARTIAL NEGLIGENCE, FAULT, OR STRICT LIABILITY OF ANY INDEMNITEE**

12.2 **GENERAL INDEMNITY: CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, VENDORS, GRANTEES, AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, OFFICIALS, DEPARTMENT HEADS, REPRESENTATIVES, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "COUNTY" FOR PUPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES – INCLUDING DEATH AND BODILY INJURY – LIABILITIES, AND EXPENSES (INCLUDING ATTORNEY'S FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OUT OF OR RESULTING FROM THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS CONTRACT. THE COUNTY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT**

BE LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST COUNTY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS CONTRACT THAT ARE BASED ON ANY FEDERAL IMMIGATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE.

COUNTY SHALL HAVE THE RIGHT TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY COUNTY HEREUNDER, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY COUNTY IN WRITING. COUNTY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, COUNTY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY COUNTY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND COUNTY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY COUNTY PURSUANT TO THIS CONTRACT. IF CONTRACTOR FAILS TO RETAIN COUNTY APPROVED DEFENSE COUNSEL WITHIN TEN (10) BUSINESS DAYS OF COUNTY'S WRITTEN NOTICE THAT COUNTY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS CONTRACT, COUNTY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL REASONABLE ATTORNEY FEES AND COSTS INCURRED BY COUNTY. CONTRACTOR AND COUNTY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

SECTION 13. RECORDS AND AUDITS

13.1 Record Preservation and Maintenance: The Contractor shall maintain and preserve accurate and complete records relating to the Project for a period of five (5) years measured from the expiration of the defects period, termination of this Contract, until all audit and litigation matters that the County has brought to the attention of the Contractor are resolved,

or as otherwise required by law, whichever is longer. Upon request, the Contractor shall provide the County with such records. This Section 13.3 shall survive termination of the Contract.

13.2 Right to Inspect, Examine, Reproduce, and Audit: Waller County, and any of its duly authorized employees or agents, shall have the right to inspect, examine, reproduce, and audit the books and records of the Contractor generated by or on behalf of Contractor, whether paper, electronic, or other media, which are in any way related to performance of or compliance with this Contract, including, but not limited to:

a. Accounting records;

b. Written policies and procedures;

c. Subcontract files (including proposals of successful and unsuccessful bidders, and other related documents);

d. Original estimates and estimating work sheets;

e. Correspondence;

f. Change Order files;

g. Back charge logs and supporting documentation;

h. General ledger entries detailing cash and trade discounts earned, insurance rates, and dividends;

i. Lump sum contracts between Contractor and any Subcontractor or Supplier;

j. Records necessary to evaluate Contract compliance, Change Order pricing, and any Claim submitted by Contractor or any of its payees; and

k. Any other Contractor record that may substantiate any charge related to this Contract.

13.3 Survival of Terms: Waller County's right to inspect, examine, reproduce, and audit under this section for the same period of years that Contractor is required to maintain and preserve records under Section 13.3.

SECTION 14. SILENCE OF SPECIFICATIONS

14.1 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission 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 for commercial trade. The materials used and workmanship provided shall be of the highest quality.

SECTION 15. INDEPENDENT CONTRACTOR

15.1 Independent Contractor: The Contractor and its employees are independent contractors. Contractor shall exercise independent judgment in performing its duties under this Contract, and is solely responsible for setting working hours, scheduling or prioritizing its work flow, and determining how the work is to be performed. No term or provision of this

Contract shall be construed as creating an employer/employee relationship, partnership, or a joint venture. Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the County.

SECTION 16. LIMIT OF APPROPRIATIONS

16.1 Limit of Appropriations: Funds for payment of this Contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. The State of Texas law prohibits the obligation and expenditure of public funds beyond the current fiscal year. The fiscal year for the County extends from January 1 of each calendar year until December 31 of the same calendar year. It is the expectation of the County that funding will be available to pay for the expenditures related to this Contract. Notwithstanding anything to the contrary in this Contract, if at any time during the term of this Contract the Commissioners Court of the County fails to provide funding for this Contract during the County's following fiscal year, does not adopt a budget for expenditures, or is only able to partially fund the expenditures required by this Contract, the County may, upon giving Contractor written notice of such failure, terminate this Contract, or a part hereof without any further liability to Contractor. Neither County, its elected officials, employees, agents, insurers, attorneys, nor any other individual acting on behalf of County may make any representation or warranty as to whether any appropriation will, from time to time, be made by the Waller County Commissioners Court. The failure of County to appropriate sufficient funds will not cause the County to be in default under this Contract, and Contractor's sole and exclusive remedy shall be to terminate this Contract. The County shall pay Contractor for any services already rendered under this Contract prior to the effective date of the termination.

SECTION 17. TEXAS REQUIRED CERTIFICATIONS

17.1 No Boycotting Israel: By signature affixed hereto, Contractor certifies that it does not currently boycott Israel, and will not boycott Israel during the term of this Contract.

17.2 Texas Comptroller's List of Prohibited Companies: By signature affixed hereto, Contractor certifies that it is not listed on the website of the Texas Comptroller concerning the listing of companies that are identified under Texas Government Code §§ 806.051, 807.051, or 2253.153.

17.3 No Energy Company Boycott: By signature affixed hereto, Contractor certifies that it does not currently boycott energy companies, and will not boycott energy companies during the term of this Contract.

17.4 No Discrimination Against Firearm and Ammunition Industries: By signature affixed hereto, Contractor certifies that it does not currently discriminate against firearm and ammunition industries, and that it will not during the term of this Contract.

SECTION 18. MISCELLANEOUS PROVISIONS

18.1 Jurisdiction and Venue: This Contract is made in and shall be construed according to the laws of the State of Texas, without regard to its conflict of laws provisions. Venue of any court action(s) brought directly or indirectly by reason of this Contract shall be in a court of competent jurisdiction in Waller County, Texas. This Contract is made and is to be performed in Waller County, Texas.

18.2 Right of Review: The County may review any and all of the goods and services performed by Contractor under this Contract. The County is granted the right to audit, at the County's election, all of Contractor's records and billings related to the performance of this Contract as may be reasonably necessary. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Contract shall be subject to County's rights as may be disclosed by a review under this Section.

18.3 No Waiver: No claim or right arising out of a breach of this Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved Party. The County's failure to require strict performance of any provision of this Contract does not waive or diminish the County's right thereafter to demand strict compliance with that or any other provision. The County's waiver or failure to exercise in any respect any right provided for in this Contract shall not be deemed a waiver of any further right under this Contract. The County does not waive, modify, or alter to any extent any of its defenses, immunities, or remedies.

18.4 No Personal Liability: Nothing herein shall be construed as creating any personal liability for any officer, agent, or employee of the County.

18.5 Severability: If any provision of this contract is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent deemed to be omitted. In such event, there shall be substituted for such deleted provision a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, or enforceable. The remainder of the contract shall be valid and enforceable to the maximum extent possible.

18.6 Entire Agreement: This Contract, together with all of its appendices, embodies the complete contract of the Parties hereto, superseding all oral or written previous and contemporary contracts between the Parties and relating to matters in 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.

18.7 Modification: The Contract may not be modified, altered, or amended except by written instrument duly authorized by the Waller County Commissioners Court and executed by both Parties.

18.8 Titles Not Restrictive: The titles assigned to the various sections and paragraphs of this Contract are for convenience only. Titles shall not be considered restrictive of the subject matter of any part of this Contract.

18.9 Tax Exempt: The County is a tax-exempt entity under Texas Tax Code § 151.039, and will not pay a tax from which it is exempt. Tax exempt paperwork will be provided upon written request for the purchase of any items qualifying for exemption under this Contract. In accordance with applicable laws and regulations, Contractor shall issue its Texas Resale Certificate to vendors and subcontractors for items that qualify for exemption. The Contractor shall be responsible for paying any and all taxes assessed, in whole or in part, on the Project or the Work. The County will not pay for, or reimburse Contractor for any tax from which it is exempt.

18.10 No Arbitration: A dispute arising under this Contract shall not be subject to arbitration.

18.11 Waiver of Subrogation: Contractor, Subcontractor's, and their insurance carriers waive any and all rights whatsoever with regard to subrogation against County as indirect parties to any suit arising out of personal or property damages resulting from Contractor's or Subcontractor's, or their employees' performance under this Contract.

18.12 Successors and Assigns: Waller County and the Contractor bind themselves, and their permitted successors executors, administrators, and assigns to this Contract. Neither Party shall assign, sublet, or transfer its interest, in whole or in part, in this Contract without the prior written consent of the other Party. The following conditions must be met before any permitted assignment becomes effective: a) Contractor must give written notice of a proposed assignment to the County at least thirty (30) days prior to the effective date of the assignment; b) the assignee must explicitly accept all of Contractor's obligations under this Contract; c) Contractor must retain its obligations to the County under this Contract until the assignment is effective; d) the assignment must be executed by both Contractor and the assignee; e) Contractor must provide the County a fully executed assignment contract not later than five (5) business days after the assignment is signed, and f) the County provides a signed, written consent to the assignment.

18.13 Illegal Price Fixing: Contractor agrees to assign to the County any rights it may have to bring antitrust suits against its Suppliers for overcharges on materials incorporated in the Project growing out of illegal price fixing contracts. Contractor further agrees to cooperate with the County should the County which to prosecute suits against Suppliers for illegal price fixing.

18.14 Right to Offset: No money shall be paid by the County upon any claim, debt, demand, or account to any person, firm, corporation, or entity who owes taxes or any other debt to the County. The County shall be entitled to offset any such debt, claims, demand, or account by deducting the amount of taxes due to the County from any payment due to the Contractor. No assignment, or transfer of any such debt, claim, demand, or account after said taxes are due or other debt accrues shall affect the right of the County to so offset said taxes or other debt against the Contractor.

18.15 No Third-Party Beneficiaries: This Contract does not inure to the benefit of any third party, except permitted successor or assigns.

18.16 Authority to Sign: Signatories to this Contract represent and warrant that they have the authority to bind the respective parties.

18.17 Public Communications: Contractor shall not, under any circumstance, release any material or information developed in the performance of its services hereunder without the express written permission of the County, except where required by law to do so. If required by law to release any material or information, Contractor shall notify the County before the release. County shall be solely responsible for communicating with and providing information to the news media, citizens of Waller County, and other governmental agencies.

18.18 Confidentiality: The County is bound by Texas Government Code Chapter 552, the Public Information Act, and other laws concerning government records. Contractor shall clearly and noticeably mark all confidential information and documents it provides to the County pursuant to this Contract. The County will make good faith efforts to promptly notify

Contractor if any such information is requested in a public information request, subpoena, or other method so Contractor may argue against the release of such information. Contractor recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. Contractor further agrees that the County may furnish information acquired through or pursuant to this Contract and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. Neither the County, nor any of its officers, or employees shall have any liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by Contractor in reliance on any statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.

18.19 Notices: Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Mailed notices shall be deemed received three (3) business days after the notice is placed in the mail with proper postage paid. Any notice or certification to be provided pursuant to this contract shall be delivered to the following persons, unless a substitute representative is designated in writing:

To the County:

Attn: County Judge
836 Austin Street, Suite 4300
Hempstead, Texas 77445

With a copy to:

Waller County Road & Bridge Dept.
Attn: Ross McCall
775 Bus 290 East
Hempstead, Texas 77445

To Contractor:

As indicated on
Bidder's Business
Information Sheet

END

Waller County Bid 26-016

Bidder's Business Information Sheet

By submitting a Bid, Bidder is seeking to enter into a legal contract with the County. As such, a Bidder must be an individual or a legal business entity capable of entering into a binding contract. Bidders must completely and accurately provide the information requested below or your Bid may be deemed non-responsive.

Name of Company:

Wayne Yancey, Inc.

Type of Business (please check one):

- ☐ Individual/Sole Proprietor
- ☒ Corporation
- ☐ Limited Liability Company
- ☐ Partnership
- ☐ Other

If other, please specify _____

State of Incorporation (if applicable): _____

Federal Employer Identification Number: 76-0207068

Principal Place of Business Address: 4439 FM 149
Magnolia, TX 77354

Name and Address for Notices to be Sent Under Contract General Terms and Conditions Section 18.19:

Wayne Yancey, Inc.
PO Box 1244 Magnolia, TX 77353

List any other names the Company uses, or is known by (dba, aka, etc.):

_____

_____

Wayne Yancey, Inc.
Company Name

09-10-2026
Date

Dickey Yancey
Signature of Authorized Company Official

Dickey Yancey
Printed Name

Hyancey70@gmail.com
Email address

Waller County Bid 26-016

Contract Special Terms and Conditions

Bidder must clearly identify on this form whether it requests any Special Terms and Conditions that deviate from the Bid Documents, including the Contract Documents, or any other requirements contained in the IFB. Complete and detailed information regarding deviations must be clearly identified on this form. The County will consider any Special Terms and Conditions in its Contract award decision, and reserves the right to accept or reject a Bid based upon any submitted deviation.

In the absence of the identification on this form of requested deviations, Bidder must fully comply with the Bid Documents and Contract Documents and all other requirements associated with this IFB if awarded a Contract under this IFB. A deviation will not be effective unless it is accepted by the County. The County may, in its sole discretion, seek clarification from and/or communicate with Bidder(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The County reserves the right to accept or reject a Bid based upon any submitted deviation.

Please mark one of the following:

☒ Bidder requests NO deviations.

☐ Bidder requests deviations.

Specifically identify the language and location or section of the Bid Documents and/or Contract Documents that Bidder is requesting a deviation from, and provide the specific language to be substituted as Special Terms and Conditions. **Attach the sheet(s) containing the requested deviations to his form.**

Wayne Yancey, Inc.
Company Name

09-10-2026
Date

Dickey Yancey
Signature of Authorized Company Official

Dickey Yancey
Printed Name

Contract Sheet
Bid 26-016

THE STATE OF TEXAS
COUNTY OF WALLER

This Contract is made and entered into on the _____ day of _____, 2025, by and between Waller County, Texas, a political subdivision of the State of Texas ("County"), acting through County Judge Carbett "Trey" Duhon, III by virtue of an order of Waller County Commissioners Court, and _____, of the City of _____, County of _____, and State of _____ ("Contractor") (referred to individually as "Party," and collectively as "Parties").

In consideration of the promises, performances, payments, and agreements set forth herein, Contractor hereby agrees to commence and complete the following Project: **Mowing Services**, and all Work in accordance with the Contract Documents, which are incorporated herein by reference and made a part hereof for all purposes as if each were set out at length, word for word.

In consideration of the award and execution of this Contract, and in consideration of the waiver of its right to attorney's fees by the County, the Contractor knowingly and intentionally waives its right to attorney's fees under Texas Local Government Code Section 271.153 in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to this Contract.

The County agrees to pay the Contractor from available funds for performance of the Contract in accordance with the Bind and provisions of the Contract Documents, subject to additions and deductions, as provided therein.

The County's payment obligations are payable only and solely from funds available for the purposes of this Contract.

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 has been issued.

Although drafted by the County, the Contract, in the event of any disputes over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for nor against either Party.

This Contract is executed to be effective upon the date of the last signature affixed hereto.

The undersigned, by their signature, represents that they are authorized to bind the Contractor to fully comply with the Contract. The Contractor, by signing below, acknowledges that they have read the entire Contract, and agree to be bound by the terms contained therein.

Approved this _____day of _____20_____.

Waller County, Texas

_____
County Judge, Carbett "Trey" Duhon, III

_____
Date

Dickey Yancey
By: Signature of Contractor

09-10-2026
Date

Dickey Yancey Owner / President
Printed Name and Title of Signatory

ATTEST

_____
Debbie Hollan, County Clerk

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
Wayne Yancey, Inc.

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

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

☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

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

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.
PO Box 1244

Requester's name and address (optional)

6 City, state, and ZIP code
Magnolia, TX 77353

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
76 - 0207068

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** [signature] **Date** 9/4/2026

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*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify Waller County if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete, and accurate, and that I am authorized by my company to make this certification.

Wayne Yancey, Inc.
Company Name

09-10-2026
Date

Dickey Yancey
Signature of Authorized Company Official

Dickey Yancey
Printed Name

NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract. (Tex. Gov't Code Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Tex. Gov't Code §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Wayne Yancey, Inc.
Company Name

Dickey Yancey
Signature of Authorized Company Official

Dickey Yancey
Printed Name

NO ENERGY COMPANY BOYCOTT CERTIFICATION

Effective September 1, 2021, a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott energy companies currently; and (2) will not boycott energy companies during the term of the Contract. (Tex. Gov't Code Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"Boycott Energy Companies" means without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

(a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or

(b) does business with a company described by Paragraph (a) above. Tex. Gov't Code §809.001(1).

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit. (Tex. Gov't Code Ch. 2274.001(2)).

By signature below, I certify and verify that Vendor does not boycott energy companies and will not boycott energy companies during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Wayne Yancey, Inc.
Company Name

09-10-2026
Date

Dickey Yancey
Signature of Authorized Company Official

Dickey Yancey
Printed Name

NO DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES CERTIFICATION

Effective September 1, 2021, Chapter 2274 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company (excluding a sole proprietorship) for the purchase of goods or services unless the contract contains a written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. (Tex. Gov't Code §2274). Accordingly, this certification form is included to the extent required by law.

"Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to (1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. The phrase does not include (1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:

(a) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or

(b) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit.

By signature below, I certify and verify that Vendor does not discriminate against firearm and ammunition industries; that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Wayne Yancey, Inc.
Company Name

09-10-2026
Date

Dickey Yancey
Signature of Authorized Company Official

Dickey Yancey
Printed Name

References

TX DoT Montgomery County Bubba Albanis 281-702-2950

Tx Dot Jefferson County Port Arthur Joe Mend 409-790

Tx Dot Jefferson County Beaumont Micah Wal 409-739

Roy Jorgesen Grand Parkway David Free 346-237-

Waller County Pricing Form

Bid 26-016

Term Contract for Mowing Services

Term: through March 31, 2027

VENDOR NAME: Wayne Yancey Inc.

Number of tractors contractor proposes to use on job (Minimum of 6 tractors)? 4 to 13

Estimated value of current mowing equipment inventory: 1,500,000.00

Estimated mileage provided is per cycle mileage. There is no guarantee on estimates.

VENDOR NAME: Wayne Yancey Inc.		
Price Per Mile with a Minimum of Three Cuts Per Year	**Estimate Mileage**	**Price Per Mile**
Precinct 1 -Mowing Waller County Right of Way	115	199.00
Precinct 2 -Mowing Waller County Right of Way	160	199.00
Precinct 3 -Mowing Waller County Right of Way	155	199.00
Precinct 4 -Mowing Waller County Right of Way	130	199.00