

CONTRACT (TDA)

THIS AGREEMENT MADE THIS 26th day of February, by and between Duplicain Contractors, LLC, a company existing under the laws of the State of Texas, hereinafter called the "Contractor", and TYLER COUNTY, hereinafter called the "County".

WITNESSETH, that the Contractor and the City for the considerations stated herein mutually agree as follows:

ARTICLE 1. STATEMENT OF WORK

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the Project; namely, TYLER COUNTY SUD WATER IMPROVEMENTS – TxCDBG CONTRACT NO. CDV21-0384 - CONSTRUCTION, and required supplemental work, all in strict accordance with the Contract Documents including all addenda thereto, numbered 1, dated February 5, 2024, all as prepared by GLS acting and in these Contract documents preparation, referred to as the "Engineer".

ARTICLE 2. THE CONTRACT PRICE

The City will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the unit prices stipulated in the Bid for the several respective items of work completed subject to additions and deductions as approved by the TDA (Grantor Agency) and the City, and as provided in Section 109 hereof.

ARTICLE 3. CONTRACT

The executed Contract documents shall consist of the following:

- | | |
|----------------------------|---------------------------------------|
| a) This Agreement | f) General Conditions, Parts I and II |
| b) Addenda | g) Special Conditions |
| c) Invitation for Bids | h) Technical Specifications |
| d) Instructions to Bidders | i) Drawings (as listed in the |
| e) Signed copy of Bid | Schedule of Drawings) |

ARTICLE 4. PERFORMANCE

Work, in accordance with the Contract dated 2-26-24, shall commence on or before as specified in the Notice to Proceed, and Contractor shall complete the WORK within consecutive calendar days thereafter as specified in the Notice to Proceed. The date of completion of all WORK is therefore as specified in the Notice to Proceed.

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

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- Strike out inapplicable terms.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in Four (4) original copies on the day and year first above written.

By: Milton Powers
Title: County Judge

By: _____
Title: _____

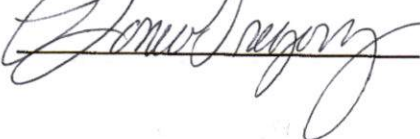
Signed: 

Signed: _____

Tyler County
100 W. Bluff, Room 102
Woodville, Texas 75979

Attested by: Donece Gregory
Title: Tyler County Clerk

Attested by: _____
Title: _____

Signed: 

Signed: _____



SECTION 00510

NOTICE OF AWARD

To: Duplichain Contractors, LLC
P.O. Box 637
Alto, Texas 75925

Date: 2/26/24

Project Description: Tyler County
Tyler County SUD Water Improvements
TxCDBG Contract No. CDV21-0384 - Construction

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated January 25, 2024, and Information for Bidders.

You are hereby notified that your BID has been accepted for the Base Bid items in the amount of \$ 203,750.00.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificate of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 26th day of February.

OWNER: Tyler County

BY: Milton Powers

TITLE: County Judge

SIGNED: 

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____
_____, this the _____ day of _____.

BY: _____

TITLE: _____

SIGNED: _____