

**CITY OF COAHOMA AND  
COAHOMA DEVELOPMENT CORPORATION  
REQUEST FOR PROPOSALS**

**COAHOMA CITY PARK IMPROVEMENTS**

The City of Coahoma ("City"), and the Coahoma Development Corporation ("CDC"), hereinafter jointly referred to as ("Coahoma") are soliciting sealed proposals for a contractor to construct at the Coahoma City Park: five (5) picnic table pads and seven (7) awnings, including all concrete and utility work, as more fully set out in the Statement of Work attached hereto and incorporated herein as Exhibit A, to this Request for Proposals ("RFP"). An original and at least two (2) copies of each responsive proposal must be submitted in accordance with the instructions set out herein as follows:

Sealed Proposals shall be submitted to Coahoma Development Corporation; Attention: Kelly Seales, President, 122 N. First Street, Coahoma, TX 79511-0912 and shall be labeled **"RFP – COAHOMA CITY PARK IMPROVEMENTS PROPOSAL ENCLOSED – DO NOT OPEN."**

Proposals will be accepted until **February 28, 2025 at 4:00 P.M.** Contents of proposals will remain confidential during the negotiations period. Only the proposal and the identity of the Proposer(s) submitting the proposal will be made available to the public before award of the RFP. **Proposals received after the Proposal due date and time will not be considered.**

Faxed or emailed proposals will not be accepted. Proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the proposal due date and time. CDC will not be responsible for proposals delivered late by the United States Postal Service, or any other delivery or courier services. All proposals must remain open for one hundred twenty (120) days from the proposal due date pending acceptance by CDC.

**Coahoma will award the bid pursuant to this RFP to a single respondent, multi-supplier award, or line item award** based upon the evaluation of all proposals received. Coahoma reserves the right to accept or reject any proposal.

Questions about the RFP may be submitted to Kelly Seales at the address above or at [sealeskd@gmail.com](mailto:sealeskd@gmail.com)

## INSTRUCTIONS TO PROPOSERS

### **(PLEASE READ CAREFULLY)**

The City and CDC are soliciting sealed proposals for the construction of five (5) picnic table pads and seven (7) awnings at the Coahoma City Park as more fully set out in the Statement of Work, attached as Exhibit A, to this Request for Proposals ("RFP"). Please carefully review the following Instructions to Proposers and submit your proposal as directed for consideration.

1. Submit proposal on the Proposal Form attached as Exhibit "B" to this RFP in compliance with all conditions listed thereon.
2. Address all proposals to: Coahoma Development Corporation  
Attention: Kelly Seales, President  
122 N. First Street  
Coahoma, TX 79511-0912
3. Proposals must be sealed in an envelope labeled "**RFP – COAHOMA CITY PARK IMPROVEMENTS PROPOSAL ENCLOSED – DO NOT OPEN.**" Include one "ORIGINAL" clearly marked that contains original signatures and two copies. The copies of the original must be labeled "COPY." Proposals will be received until **February 28, 2025 at 4:00 P.M.**

*PROPOSALS RECEIVED AFTER THE STATED TIME WILL NOT BE ACCEPTED BUT WILL BE RETURNED TO THE PROPOSER UNOPENED.*

4. It shall be the sole responsibility of the proposer to deliver personally or to mail the proposal to be received at the location stated above on or before the closing hour and date shown for receipt of proposals.
5. Quote net prices after deduction of trade discounts. Prices must be F.O.B. Coahoma, Texas. Proposer warrants by virtue of submitting a proposal that the prices quoted in the proposal will remain firm from the date of opening until completion of delivery and acceptance by Coahoma.
6. All proposers must furnish unit prices with extended totals and total sum of the proposal. In the event of conflict between unit price and total, the unit price shall be used to determine the successful proposer.
7. State manufacturer, brand name, model, price, etc, in the space provided on the attached specifications and include complete specification sheets for each item. This is a requirement for acceptance of your proposal.

8. All items must be new unless specifically exempted in the specifications. This provision excludes surplus products.
9. Be sure to read all conditions and verify amounts before submitting proposal. No changes or additions will be allowed after submission.
10. Guarantees and warranties should be attached as part of the proposal as they may be a consideration in awarding a contract.
11. Delivery or contract completion time must be shown as this date may determine the contract award, where time or delivery is a critical factor. **The Completion date must be within sixty days from the Notice to Proceed. The contract will provide for liquidated damages to be assessed for each day that completion is delayed beyond such date.**
12. The goods and/or services delivered under the contract shall remain the property of the contractor/seller until physical inspection is performed and material and/or services are accepted by Coahoma. Performance is to be in compliance with terms outlined in the specifications and be of the highest quality. In the event the products supplied to Coahoma are found to be defective or in non-conformance with the specifications, Coahoma reserves the right to cancel the contract by written notice to the contractor/seller and to return such material to the contractor/seller at the contractor's/seller's expense.
13. The successful proposer shall agree to defend, at his expense, all suits alleging infringement on any United States Patent by reason of the use or resale of any material furnished by the proposer, and will save the CDC and the City of Coahoma harmless from all expense of defending suits and from all payments which may be assessed against the purchaser on account of such infringement.
14. Proposers must submit sealed proposals strictly in accordance with this RFP, the Statement of Work and Drawings. Any variations to the specifications must be specifically outlined in writing in the proposal. Slight variations to the specifications might be acceptable, however, Coahoma reserves the right to make the determination as to what variations will be acceptable.
15. Proposal Form, Insurance Requirements and Sample Contract form are Attached.

## CONDITIONS FOR PROPOSAL

1. Signature: This proposal must be signed with the firm name and by an authorized officer, employee, or agent.
2. Deviations: Deviations from the specifications and alternate proposals must be clearly shown on the attached proposal form with complete information attached to the form. They may or may not be considered in the proposal award procedures.
3. Contract Documents: Each bidder shall thoroughly examine and be familiar with the Contract Documents. The submission of a bid shall constitute an acknowledgment that the bidder has thoroughly examined and is familiar with the contract documents. The failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve contractor from any obligations with respect to the proposal or to the contract. No claim for extra or additional compensation will be allowed based upon a lack of knowledge of any contract document, and neither the City nor CDC will in any case be responsible for any loss or for unanticipated costs that may be suffered by the successful proposer as a result of conditions pertaining to the work.
4. Familiarization with Work: Before submitting a proposal, each prospective proposer shall familiarize himself with the project, local labor conditions and all laws, regulations, and other factors affecting performance of the project. Contractor shall carefully correlate those observations with requirements of the Contract Documents and otherwise satisfy itself of the expense and difficulties attending performance of the project. The submission of a proposal will constitute a representation of compliance by the proposer. There will be no subsequent financial adjustment for lack of such familiarization.
5. Subcontractors: Within 24 hours maximum after proposal are opened, the apparent low proposer, and any other proposer so requested, shall submit a list of all Subcontractors anticipated for the project.
6. Freight: Freight and other delivery charges to a destination at a designated Coahoma facility must be included in the proposal. Charges may not be added after proposal is opened.
7. Discounts: Show rate, total amount, and the latest day any discounts will be allowed after receipt of article and correct invoice.
8. Prices: If the unit price and extensions thereof do not coincide, Coahoma may accept the proposal for the lesser amount whether reflected by the extension or by the correct multiple of the unit price. The quantities (if any) named in the RFP or separately listed are approximate only, but these are to be used as a basis for the comparison of proposals and to determine the amount of the bonds. However, if a unit price appears to the Owner to be unbalanced to such an extent that changes in actual quantities required under the contract

might result in contract price adjustments which would increase payments to the Contractor excessively, then the Owner may take such a condition under consideration in making the award of the contract.

9. Taxes and Permits: All taxes that are lawfully assessed against the City, CDC or proposer (Contractor) in connection with the project shall be paid by Contractor. The bid prices shall include all such taxes and the costs of all required permits.
10. Firm Prices: All prices quoted will remain firm for one hundred twenty (120) days from the date and time of the proposal opening and will become the contract price at the time of the award of proposal, unless otherwise specified by Coahoma or the Proposer.
11. Identical Proposals: In the event of two (2) or more identical low bids, the contract may be awarded arbitrarily or for any reason to such bidders or split in any portion between the said two (2) or more bidders at the discretion of Coahoma.
12. Liquidated Damages: Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on the Proposal Form and/or provided for by the Statement of Work and Drawings.
13. Ambiguity in Proposals: Any ambiguity in any proposal as the result of omission, error, lack of clarity or non-compliance by the proposer with the specific instructions, and all conditions of proposal shall be construed in the light most favorable to Coahoma.
14. Bonds. **ALL PROPOSALS IN ORDER TO BE IN COMPLIANCE WITH TEXAS STATUTES SHOULD INCLUDE THE FOLLOWING BONDS, IF BID PRICE EXCEEDS MONETARY THRESHOLD.**

**Performance Bond**: If the amount of the contract is greater than \$100,000.00, the contractor shall provide a performance bond as follows:

- Solely for the protection of the City of Coahoma;
- In the amount of the contract; and
- Conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents.

**Payment Bond**: If the amount of the contract is in excess of \$50,000.00, the contractor shall provide a payment bond as follows:

- Solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the contractor or a subcontractor who provides labor or material; and
- In the amount of the contract.

15. Coahoma reserves the right to reject any and all proposals and does not bind itself to accept the lowest bid or any proposal for this project or any part thereof and/or to accept part or all of any specific proposal or proposals.
16. Insurance Requirements. By submitting this proposal the proposer affirms it has reviewed the insurance and bonding requirements and confirms its ability to procure the required insurance and bonds upon award of this contract.
17. Contract. By submitting this proposal, the proposer affirms it has reviewed the attached contract and takes no exceptions. Should the proposer wish changes to the contract, those changes should be listed in the exceptions portion of the bid form below.

**EXHIBIT A**  
**STATEMENT OF WORK AND DRAWINGS**

The City of Coahoma Development Corporation is seeking bids to have five concrete pads of various sizes poured to accommodate picnic tables. The project also includes covering the five new pads and two existing pads with awnings having gabled roofs. See additional details in the attached drawings.

DATE: 12/02/2024



1. 6" THICK 4000 PSI CLASS A CONCRETE SLAB
2. 4" X 4" X 3/16" SQUARE TUBING
3. 26GA. PBU PANEL FRAMED WITH 2" X 2" X 1/4" SQUARE TUBING AT 36" O.C.E.W. WELD ALL AROUND AT ALL JOINTS. FINISHED COVERING SHALL BE GABLE. ATTACH PBU PANEL TO FRAMING WITH #12 TEK SCREWS AT 8" ON-CENTER MAXIMUM.
4. 6" X 6" X 3/8" WELD PLATE SET FLUSH WITH TOP OF CONCRETE SLAB

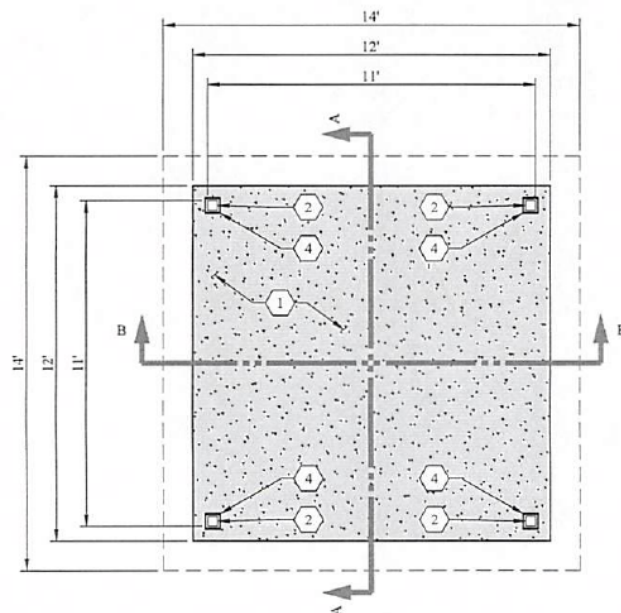
CONTRACTOR SIGNATURE & DATE: \_\_\_\_\_



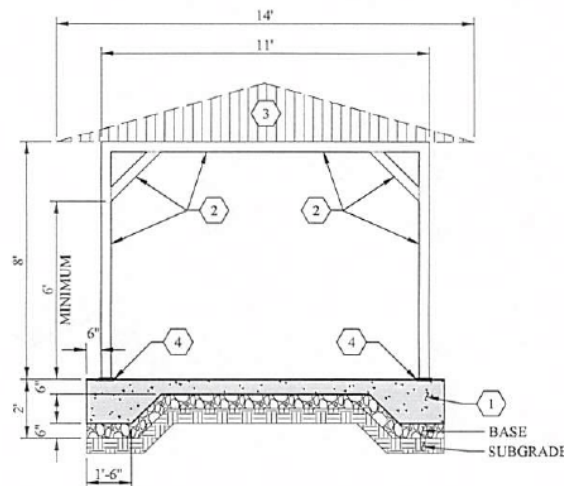
DOCUMENT FOR INTERIM  
REVIEW, NOT INTENDED FOR  
CONSTRUCTION, BIDDING,  
OR PERMIT PURPOSES.

SAGE DILLER, P.E. 96645

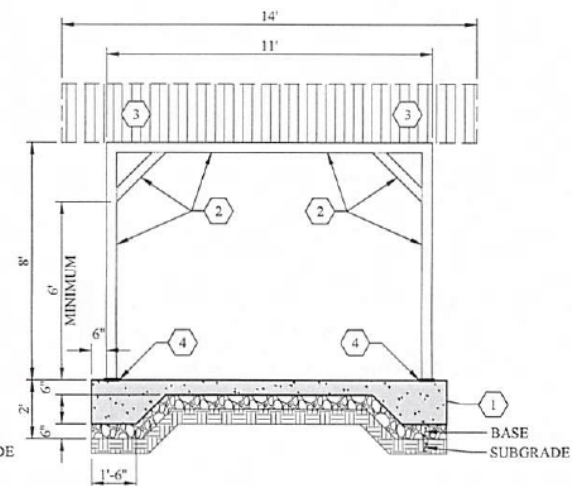
DATE: 12/02/2024



**PLAN VIEW**  
SCALE: 1/4" = 1'-0"



**"A" FRONT VIEW**  
SCALE: 1/4" = 1'-0"



**"B" SIDE VIEW**  
SCALE: 1/4" = 1'-0"

**KEY NOTES INDICATED BY # :**

1. 6" THICK 4000 PSI CLASS A CONCRETE SLAB
2. 4" X 4" X 3/16" SQUARE TUBING
3. 26GA. PBU PANEL FRAMED WITH 2" X 2" X 1/4" SQUARE TUBING AT 36" O.C.E.W. WELD ALL AROUND AT ALL JOINTS. FINISHED COVERING SHALL BE GABLE. ATTACH PBU PANEL TO FRAMING WITH #12 TEK SCREWS AT 8" ON-CENTER MAXIMUM.
4. 6" X 6" X 3/8" WELD PLATE SET FLUSH WITH TOP OF CONCRETE SLAB

CONTRACTOR SHALL INSTALL A TOTAL OF TWO (2) CONCRETE SLABS AND PAVILIONS STRUCTURES AS SHOWN ON THIS SHEET. CONTRACTOR SHALL COORDINATE FINAL PLACEMENT OF THE SLABS AND STRUCTURES WITH THE CITY OF COAHOMA.

CONTRACTOR NAME & COMPANY: \_\_\_\_\_

CONTRACTOR BID PRICE: \_\_\_\_\_

CONTRACTOR SCHEDULE: \_\_\_\_\_

CONTRACTOR SIGNATURE & DATE: \_\_\_\_\_



**Enprotec | Hibbs & Todd**

402 East Blvd. • Suite 100 • Fort Worth, TX 76102 • 817-335-0800 • [info@enprotec.com](mailto:info@enprotec.com)

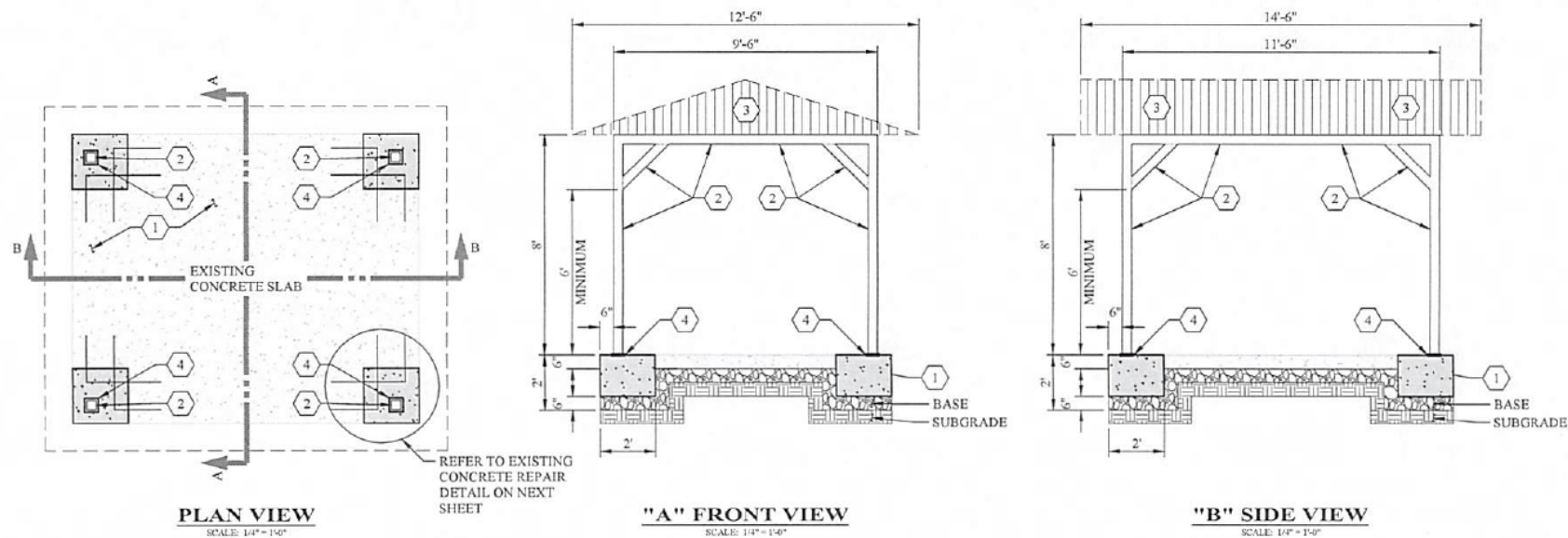
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**CITY OF COAHOMA  
ECONOMIC DEVELOPMENT  
CORPORATION**

**COAHOMA CITY PARK PAVILIONS**

DATE: 12/02/2024



KEY NOTES INDICATED BY  :

1. 6" THICK 4000 PSI CLASS A CONCRETE SLAB
2. 4" X 4" X 3/16" SQUARE TUBING
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4. 6" X 6" X 3/8" WELD PLATE SET FLUSH WITH TOP OF CONCRETE SLAB

CONTRACTOR SHALL DEMOLISH AND COMPLETELY REMOVE TWO (2) EXISTING PAVILIONS AND INSTALL TWO (2) NEW PAVILIONS AS SHOWN ON THIS SHEET. CONTRACTOR SHALL COORDINATE FINAL PLACEMENT OF THE SLABS AND STRUCTURES WITH THE CITY OF COAHOMA.

CONTRACTOR NAME & COMPANY:

CONTRACTOR BID PRICE: \_\_\_\_\_

CONTRACTOR SCHEDULE:

CONTRACTOR SIGNATURE & DATE: \_\_\_\_\_

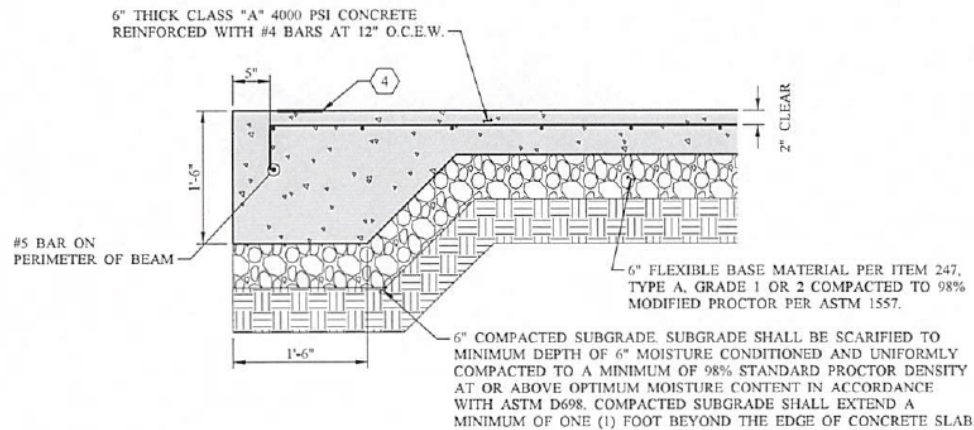


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425 Cedar Street • Hoboken, New Jersey 07030 • T: (201) 696-4900 • F: (201) 696-4242 • [www.aetna.com](http://www.aetna.com)  
 P.O. Box 100000 • Jacksonville, Florida 32210 • P.O. Box 100000 • Jacksonville, Florida 32210 • P.O. Box 100000 • Jacksonville, Florida 32210

CITY OF COAHOMA  
ECONOMIC DEVELOPMENT  
CORPORATION

COAHOMA CITY PARK PAVILIONS



#### CONCRETE SLAB NOTES:

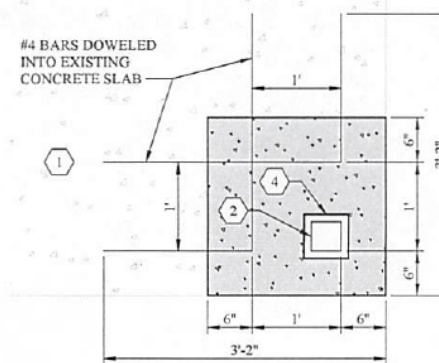
1. CONCRETE SHALL BE 6" THICK, CLASS "A" CONCRETE WITH A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS. REFER TO TXDOT ITEM 421, HYDRAULIC CEMENT CONCRETE. CONCRETE SHALL BE REINFORCED WITH #4 BARS AT 12" O.C.E.W. DESIGN MIX SHALL HAVE A SLUMP OF 5" (1"  $\pm$ ) AND A MINIMUM OF 3% - 6% ENTRAINED AIR.
2. CONSTRUCT CONCRETE SLAB IN ACCORDANCE WITH TXDOT ITEM 420.
3. INSTALL TYPICAL SAWED CONTROL JOINT AT MAXIMUM 10 FOOT INTERVALS IN BOTH DIRECTIONS OVER ENTIRE CONCRETE SLAB. CONTRACTOR SHALL SAW JOINTS USING A "SO-CUT" SAW. SAWING OPERATIONS MUST COMMENCE AS SOON AS IT CAN BE ACCOMPLISHED WITHOUT CAUSING DAMAGE TO THE CONCRETE SLAB. ONCE SAWING HAS COMMENCED, IT SHALL BE CONTINUED UNTIL COMPLETE. SAWING SHALL BE COMPLETED WITHIN 12 HOURS OF CONCRETE PLACEMENT. SAWING OPERATIONS SHALL BE COMPLETED IN RAIN OR COLD WEATHER. IF MARRING OF THE SURFACE OCCURS, THE ENGINEER MAY EXTEND THE 12 HOUR LIMIT.
4. PLACE TYPICAL CONSTRUCTION JOINTS AS NECESSARY TO FACILITATE CONCRETE PLACEMENT.
5. ALL JOINTS SHALL BE FILLED AND SEALED IN ACCORDANCE WITH TXDOT ITEM 433. ALL JOINT FILLERS AND SEALANTS ARE TO BE INSTALLED WITHIN 24 HOURS OF SAW CUTTING OPERATIONS. REFER TO TYPICAL DETAIL THIS SHEET.
6. CONCRETE SLAB SHALL BE CURED IN ACCORDANCE WITH TXDOT ITEM 420.

#### TYPICAL DUMPSTER PAD DETAIL

SCALE: 3/4" = 1'-0"

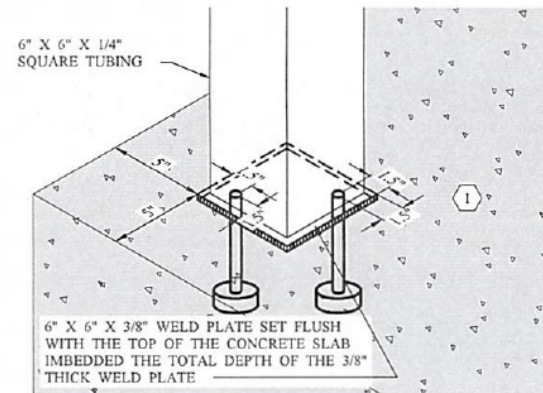
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4. 6" X 6" X 3/8" WELD PLATE SET FLUSH WITH TOP OF CONCRETE SLAB



#### EXISTING CONCRETE REPAIR DETAIL

SCALE: 3/4" = 1'-0"



#### WELD PLATE DETAIL

NO SCALE

DOCUMENT FOR INTERIM REVIEW, NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

SAGE DILLER, P.E. 96645

DATE: 12/02/2024



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401 Gulf Street • Dallas, Texas 75201 • T 214-691-0000 • F 214-691-5100 • [info@enprotec.com](mailto:info@enprotec.com)  
Professional Engineer No. 121,145 • Texas Registration No. 5013 • AEC Texas Registration No. 1211-03



CITY OF COAHOMA  
ECONOMIC DEVELOPMENT  
CORPORATION

COAHOMA CITY PARK PAVILIONS

**EXHIBIT B**  
**PROPOSAL FORM**

**EXHIBIT B**

**THE CITY OF COAHOMA AND  
THE COAHOMA DEVELOPMENT CORPORATION  
REQUEST FOR PROPOSALS FOR  
CONSTRUCTION OF COAHOMA CITY PARK  
IMPROVEMENTS**

**PROPOSAL FORM**  
**USE THIS FORM ONLY**

We, the undersigned, have read all requirements set forth in the RFP including the Statement of Work, specifications, instructions, conditions, and pertinent information regarding the labor and materials being proposed, and we agree to furnish the materials, labor and all required items at the prices stated below:

**TOTAL COST:**

\$ \_\_\_\_\_

**Notes:** \_\_\_\_\_  
\_\_\_\_\_

**Allowed Discounts: Rate** \_\_\_\_\_ **% Total** \_\_\_\_\_

**Time allowed for discount:** \_\_\_\_\_ **Calendar Days**

**Maximum delivery or completion time after issuance of a Notice to Proceed by Coahoma.** \_\_\_\_\_

**Company Name and address:** \_\_\_\_\_

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

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

**Telephone No:** \_\_\_\_\_

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

**Fax No:** \_\_\_\_\_

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

**EXHIBIT C**

**CONSTRUCTION AGREEMENT**

## **CONSTRUCTION AGREEMENT**

### **AGREEMENT BETWEEN THE CITY OF COAHOMA, THE COAHOMA ECONOMIC DEVELOPMENT CORPORATION AND**

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#### **FOR CONSTRUCTION OF CONCRETE PADS AND AWNINGS FOR PICNIC TABLES**

This Agreement is entered into as of the effective date set forth below, between the City of Coahoma, (hereinafter, "City"), the Coahoma Economic Development Corporation (hereinafter "CDC"), (hereinafter City and CDC may be collectively referred to as "Coahoma"), and \_\_\_\_\_, (hereinafter "Contractor") for Contractor to provide material, labor and services to construct five (5) Concrete Pads for Picnic Tables and seven (7) awnings over those five concrete pads and two existing concrete pads at the Coahoma City Park as set forth in this Agreement and in any attachments incorporated herein by reference as if set forth in full.

**Section 1. Work to be Performed.** Contractor shall perform all work described in the Contract Documents which are incorporated into this Agreement by reference for all purposes as if set forth in full herein (hereinafter "the Work"). The Contract Documents include, but are not limited to, this Construction Agreement, and any drawings or other exhibits attached hereto. All work shall be performed in strict compliance with the Contract Documents. The Work shall generally be described as construction of five concrete pads of various sizes poured to accommodate picnic tables and covering those five new pads and two existing pads with awnings having gabled roofs.

**Section 2. Consideration.** Contractor shall perform the Work for the total lump sum amount of \_\_\_\_\_.

**Section 3. Termination.** Coahoma or Contractor may terminate this Agreement: (a) for a breach of any term in this Agreement upon thirty (30) days prior written notice to the other party if the other party fails to perform any material obligation under this Agreement, and such failure is not cured within thirty (30) days of receipt of written notice of the default; or (b) by the mutual written consent of Coahoma and Contractor. All work and services under the Agreement shall be suspended upon termination of Agreement becoming effective.

**Section 4. Contractor's Duties.** Unless otherwise stipulated in this Agreement, Contractor shall furnish all labor, materials, supplies, machinery, equipment, tools, insurance, bonds, water, light, power, fuel, mechanical workmanship, transportation, equipment and all other facilities and services necessary for completion of the Work and to conduct the construction required under this Agreement in an efficient manner. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words which so applied have well known, technical or trade meaning shall be held to refer to such recognized standards.

Coahoma will make water and electricity service available at the worksite using existing meters at its own expense.

Contractor shall, at its expense, obtain all permits and licenses necessary for the performance of this Agreement and pay all fees and taxes required by law, and comply with all laws, ordinances, rules and regulations governing the Contractor's performance of the Agreement, including all environmental laws and regulations, whether federal, state, or local. Contractor shall remain responsible for applying for any and all necessary permits and providing all necessary documentation and licenses to obtain such permits; however the City and CDC agree to waive the fee for the City's required building permit. If Coahoma requires any additional inspections, other than that by the structural engineer, it will pay for such inspections.

Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws and building codes.

**Section 5. Warranty.** The Contractor agrees to remedy all defects appearing in the Work or developing in the materials furnished and the workmanship performed under this Agreement during the warranty period of two (2) years after the date of final acceptance of the Work by Coahoma, and further agrees to indemnify and save the City and CDC from any costs or expenses of any nature encountered in remedying any defects in materials and workmanship in the Community Center.

**Section 6. Release and Indemnification.** CONTRACTOR HEREBY RELEASES, INDEMNIFIES AND AGREES TO DEFEND, AND SHALL CAUSE ITS INSURERS AND SUBCONTRACTORS TO RELEASE, INDEMNIFY AND DEFEND, THE CITY AND CDC, THEIR PAST, PRESENT AND FUTURE ELECTED AND APPOINTED OFFICIALS, EMPLOYEES AND THEIR AGENTS AND ASSIGNS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION WHICH CONTRACTOR, ITS INSURERS, AND/OR ITS SUBCONTRACTORS MIGHT OTHERWISE POSSESS RESULTING IN OR FROM OR IN ANY WAY CONNECTED WITH ANY LOSS COVERED OR WHICH SHOULD HAVE BEEN COVERED BY INSURANCE MAINTAINED AND/OR REQUIRED TO BE MAINTAINED BY CONTRACTOR AND/OR ITS SUBCONTRACTORS PURSUANT TO THIS AGREEMENT, EVEN IF SUCH CLAIMS OR CAUSES OF ACTION ARISE FROM OR ARE ATTRIBUTED TO THE SOLE OR CONCURRENT NEGLIGENCE OF ANY RELEASED PARTY OR FROM STRICT LIABILITY.

CONTRACTOR SHALL FURTHER INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY AND CDC AND EACH OF THEIR OFFICERS, AGENTS, COUNCILMEMBERS, BOARD MEMBERS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEYS' FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY ACT OF

OMISSION OR COMISSION OR NEGLIGENT ACT OF THE CONTRACTOR, ITS AGENTS OR EMPLOYEES OR ANY SUBCONTRACTOR, ITS AGENTS OR EMPLOYEES IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND CONTRACTOR WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE CITY OR CDC OR ANY OF THEIR OFFICERS, AGENTS, COUNCILMEMBERS, BOARD MEMBERS OR EMPLOYEES, INCLUDING ATTORNEYS' FEES.

**Section 7. Insurance.** Without limiting any of the other obligations or liabilities of the Contractor, Contractor and each subcontractor, at their own expense, shall during the term of the contract, purchase and maintain the hereinafter stipulated minimum insurance with companies duly authorized to do business in the State of Texas and satisfactory to Coahoma. Certificates for each of the required Contractor's and subcontractors' policies shall be delivered to Coahoma before any work is started:

- (a) Workers' compensation as required by Texas law;
- (b) Comprehensive general liability insurance, including independent contractor's liability, completed operations/products liability, premises/operations liability, and contractual liability covering but not limited to, the liability assumed under the indemnification provisions of this contract, fulfilling Contractor's or subcontractors' liability for personal injury, bodily injury to or death, and for damage to property of third parties, with the following limits for each occurrence:

|                 |                            |
|-----------------|----------------------------|
| Injury or Death | \$1,000,000 per occurrence |
| Property Damage | \$ 500,000 per occurrence  |
- (c) Comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles with minimum limits of \$500,000 per occurrence for bodily injury or death, and \$200,000 per occurrence for property damage, or a combined single limit of \$500,000, such insurance to include coverage for loading and unloading hazards.

**Section 8. Coahoma's Duties.**

**8.1 Inspections.** The Project Manager or other City or CDC representatives may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. Such persons will not be required to make exhaustive or continuous onsite inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. Neither the City or CDC representatives will be responsible for Contractor's failure to perform the work in accordance with the Agreement.

**8.2 Payment.** After a properly completed Application for Payment is submitted by Contractor and approval by Coahoma, Coahoma shall remit payment to Contractor.

**8.3 Change Order.** Any increase or decrease in the amount of the Agreement must be approved by Coahoma in. If there is any increase or decrease in the cost of materials or labor due to an unforeseen circumstance, Contractor must obtain written authorization from Coahoma in the form of a written Change Order before performing the work that involves the increased cost. Coahoma shall not be obligated to pay for any increased costs not approved by a valid change order. Refusal of Coahoma to approve any requested Change Order shall not relieve Contractor of its obligations to complete the project and comply with this Agreement.

**Section 9. Independent contractor.** In Contractor's performance under this Agreement, the Contractor acts and will act as an independent contractor, and not as an agent or employee of Coahoma.

**Section 10. Entire contract.** This Agreement, the Contract Documents and the Exhibits referenced herein or attached hereto constitute the entire Agreement between the parties and may not be waived or modified except by written agreement between the parties.

**Section 11. Assignment.** This Agreement and any rights, duties and obligations hereunder may not be assigned without the prior written consent of all of the parties hereto and in the event of an attempted assignment by one party to this Agreement without the express prior written consent of all other parties, such attempted assignment shall be void and without effect.

**Section 12. Binding effect.** This Agreement shall be binding upon and inure solely to the benefit of the Contractor, the City and CDC, and their respective successors, employees, legal representatives, and permitted assigns, and no other person shall have any legal or equitable rights, remedies, or claims under or in respect of or by virtue of this Agreement or any provision herein contained.

**Section 13. Severability.** In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provision. This Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

**Section 14. Choice of Law/Venue.** This Agreement is governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought under or arising out of this Agreement shall be in Howard County, Texas.

**Section 15. Remedies.** The remedies provided to the parties by this Agreement are not exclusive or exhaustive but are cumulative of each other and in addition to any other remedies the parties may have.

**Section 16. Attorneys' Fees and Costs.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

**Section 17. Notices.** All notices contemplated and/or required herein shall be in writing and shall be delivered in person or sent via certified mail, return receipt requested, unless specifically provided otherwise.

Notices to Contractor shall be sent to:

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

Notices to Coahoma shall be sent to:

Coahoma Development Corporation  
Attention: Kelly Seales  
122 N. First Street  
Coahoma, TX 79511-0912

**Section 18. Force Majeure.** No party to this Agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible, or which is not in its control.

*SIGNATURE PAGES FOLLOW*

**IN WITNESS WHEREOF**, the parties, intending to be legally bound, have executed this Agreement effective of the last date set forth below.

**COAHOMA DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
Kelly Seales, President

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

**CITY OF COAHOMA**

By: \_\_\_\_\_  
Jay Holt, Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Tammy Griffith, City Secretary

**CONTRACTOR -** \_\_\_\_\_

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

Corporate Acknowledgment:

STATE OF TEXAS                   §  
                                             §  
COUNTY OF HOWARD           §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, an officer of \_\_\_\_\_, known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as an act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT D**  
**PERFORMANCE AND PAYMENT BONDS**

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENT that:**

(Name of Contractor or Company)

(Address)

a (Corporation/Partnership) hereinafter called the Principal, and \_\_\_\_\_  
(Name of Surety Co.) \_\_\_\_\_, (Address)

hereinafter called Surety, are held and firmly bound unto the **City of Coahoma, Texas**  
\_\_\_\_\_, Coahoma, TX 7\_\_\_\_\_ hereinafter  
called the Owner, in the penal sum of \_\_\_\_\_ Dollars  
\_\_\_\_ (\$\_\_\_\_) in lawful money of the United States, for the payment of which sum will and  
truly to be made, we bind ourselves, successors, and assigns, jointly and severally firmly in these  
presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a  
certain contract with the OWNER dated this day \_\_\_\_ of, 20 \_\_, a copy of which is hereto attached  
and made a part hereof for the construction of

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties in all the  
undertakings, covenants, terms, conditions and agreements of said contract during the original  
terms thereof, and any extensions thereof which may be granted by the Owner, with or without  
notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and  
demands incurred under such contract, and shall fully indemnify and save harmless the Owner  
from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse  
and repay the Owner all outlay and expense which the Owner may incur in making good any  
default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that  
no change, extension of time, alteration or addition to the terms of the contract or to WORK to be  
performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect  
its obligations on this BOND and it does hereby waive notice of any such change, extension of  
time, alteration or additions to the terms of the contract, or to the Work or to the  
SPECIFICATIONS.

PROVIDED FURTHER that no final settlement between the Owner, and the Contractor shall  
abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_ counter-parts each one of which shall  
be deemed an original, this the \_\_\_\_ day of \_\_\_\_\_, 2019.

**PRINCIPAL**

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

(SEAL)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_(Address)

ATTEST: \_\_\_\_\_

**SURETY**

By: \_\_\_\_\_

\_\_\_\_\_  
(Witness as to Surety) (Attorney in Fact)

\_\_\_\_\_  
(Address)

NOTE: Date of Bond must not be prior to the date of the Contract. If Contractor is partnership, all partners should execute Bond. IMPORTANT: Surety Companies executing Bonds, must appear on the Treasury Department's most current list, (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

NOTE: Attach Power of Attorney

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT that:

(Name of Contractor or Company)

\_\_\_\_\_(Address)

A \_\_\_\_\_ (Corporation/Partnership), hereinafter called Principal,

And \_\_\_\_\_ (Name of Surety Company)

\_\_\_\_\_(Address)

hereinafter called Surety, are held and firmly bound unto the City of Coahoma, Texas \_\_\_\_\_, Coahoma, TX 7 \_\_\_\_\_ hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof of the construction of the Coahoma Community Center.

NOW, THEREFORE, if the Principal shall promptly make payments to all persons, firms, SUB-CONTRACTORS, and Corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs of machinery, equipment and tools, consumed or used in connection with the construction of such WORK and all insurance premiums on said work and for all labor, performed in such work whether by SUB-CONTRACTOR or otherwise, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the contract or to the work or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counter-parts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**PRINCIPAL**

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

(SEAL)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_(Address)

ATTEST: \_\_\_\_\_

**SURETY**

By: \_\_\_\_\_

\_\_\_\_\_  
(Witness as to Surety)      (Attorney in Fact)

\_\_\_\_\_  
(Address)

**NOTE: Date of Bond must not be prior to the date of the Contract. If Contractor is partnership, all partners should execute Bond. IMPORTANT: Surety Companies executing Bonds, must appear on the Treasury Department's most current list, (Circular 570 as amended) and be authorized to transact business in the state where the project is located.**

## **COMPLAINT NOTICE**

**SHOULD ANY DISPUTE ARISE ABOUT YOUR PREMIUM OR ABOUT A CLAIM THAT YOU HAVE FILED, WRITE TO THE COMPANY THAT ISSUED THE BOND. IF THE PROBLEM IS NOT RESOLVED, YOU MAY ALSO WRITE TO:**

**THE STATE BOARD OF INSURANCE**

**P.O. BOX 149091**

**AUSTIN TX 78714-9091**

**FAX NO. (512) 475-1771**

**THIS NOTICE OF COMPLAINT PROCEDURE IS FOR INFORMATION ONLY AND DOES NOT BECOME A PART OR CONDITION OF THIS BOND.**

## **DISCLOSURE OF GUARANTY FUND NON PARTICIPATION**

**In the event the insurer is unable to fulfill its contractual obligation under this policy or contract or application or certificate or evidence of coverage, the policyholder or certificate holder is not protected by the insurance guaranty fund or other solvency protection arrangement.**

**This notice is provided to you in compliance with the requirements of Article 21.28E Chapter 21 of the Insurance Code as enacted in the 71st Legislature.**

**Fidelity and Surety Bonds have never been included under the Texas Guaranty Fund. Therefore, the preceding notice does not reflect any change in participation.**

**CITY OF COAHOMA AND  
COAHOMA DEVELOPMENT CORPORATION  
REQUEST FOR PROPOSALS**

**COAHOMA CITY PARK IMPROVEMENTS**

The City of Coahoma ("City"), and the Coahoma Development Corporation ("CDC"), hereinafter jointly referred to as ("Coahoma") are soliciting sealed proposals for a contractor to construct at the Coahoma City Park: five (5) picnic table pads and seven (7) awnings, including all concrete and utility work, as more fully set out in the Statement of Work attached hereto and incorporated herein as Exhibit A, to this Request for Proposals ("RFP"). An original and at least two (2) copies of each responsive proposal must be submitted in accordance with the instructions set out herein as follows:

Sealed Proposals shall be submitted to Coahoma Development Corporation; Attention: Kelly Seales, President, 122 N. First Street, Coahoma, TX 79511-0912 and shall be labeled **"RFP – COAHOMA CITY PARK IMPROVEMENTS PROPOSAL ENCLOSED – DO NOT OPEN."**

Proposals will be accepted until **February 28, 2025 at 4:00 P.M.** Contents of proposals will remain confidential during the negotiations period. Only the proposal and the identity of the Proposer(s) submitting the proposal will be made available to the public before award of the RFP. **Proposals received after the Proposal due date and time will not be considered.**

Faxed or emailed proposals will not be accepted. Proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the proposal due date and time. CDC will not be responsible for proposals delivered late by the United States Postal Service, or any other delivery or courier services. All proposals must remain open for one hundred twenty (120) days from the proposal due date pending acceptance by CDC.

**Coahoma will award the bid pursuant to this RFP to a single respondent, multi-supplier award, or line item award** based upon the evaluation of all proposals received. Coahoma reserves the right to accept or reject any proposal.

Questions about the RFP may be submitted to Kelly Seales at the address above or at [sealeskd@gmail.com](mailto:sealeskd@gmail.com)

## INSTRUCTIONS TO PROPOSERS

### (PLEASE READ CAREFULLY)

The City and CDC are soliciting sealed proposals for the construction of five (5) picnic table pads and seven (7) awnings at the Coahoma City Park as more fully set out in the Statement of Work, attached as Exhibit A, to this Request for Proposals ("RFP"). Please carefully review the following Instructions to Proposers and submit your proposal as directed for consideration.

1. Submit proposal on the Proposal Form attached as Exhibit "B" to this RFP in compliance with all conditions listed thereon.
2. Address all proposals to: Coahoma Development Corporation  
Attention: Kelly Seales, President  
122 N. First Street  
Coahoma, TX 79511-0912

3. Proposals must be sealed in an envelope labeled "**RFP – COAHOMA CITY PARK IMPROVEMENTS PROPOSAL ENCLOSED – DO NOT OPEN.**" Include one "ORIGINAL" clearly marked that contains original signatures and two copies. The copies of the original must be labeled "COPY." Proposals will be received until **February 28, 2025 at 4:00 P.M.**

*PROPOSALS RECEIVED AFTER THE STATED TIME WILL NOT BE ACCEPTED BUT WILL BE RETURNED TO THE PROPOSER UNOPENED.*

4. It shall be the sole responsibility of the proposer to deliver personally or to mail the proposal to be received at the location stated above on or before the closing hour and date shown for receipt of proposals.
5. Quote net prices after deduction of trade discounts. Prices must be F.O.B. Coahoma, Texas. Proposer warrants by virtue of submitting a proposal that the prices quoted in the proposal will remain firm from the date of opening until completion of delivery and acceptance by Coahoma.
6. All proposers must furnish unit prices with extended totals and total sum of the proposal. In the event of conflict between unit price and total, the unit price shall be used to determine the successful proposer.
7. State manufacturer, brand name, model, price, etc, in the space provided on the attached specifications and include complete specification sheets for each item. This is a requirement for acceptance of your proposal.

8. All items must be new unless specifically exempted in the specifications. This provision excludes surplus products.
9. Be sure to read all conditions and verify amounts before submitting proposal. No changes or additions will be allowed after submission.
10. Guarantees and warranties should be attached as part of the proposal as they may be a consideration in awarding a contract.
11. Delivery or contract completion time must be shown as this date may determine the contract award, where time or delivery is a critical factor. **The Completion date must be within sixty days from the Notice to Proceed. The contract will provide for liquidated damages to be assessed for each day that completion is delayed beyond such date.**
12. The goods and/or services delivered under the contract shall remain the property of the contractor/seller until physical inspection is performed and material and/or services are accepted by Coahoma. Performance is to be in compliance with terms outlined in the specifications and be of the highest quality. In the event the products supplied to Coahoma are found to be defective or in non-conformance with the specifications, Coahoma reserves the right to cancel the contract by written notice to the contractor/seller and to return such material to the contractor/seller at the contractor's/seller's expense.
13. The successful proposer shall agree to defend, at his expense, all suits alleging infringement on any United States Patent by reason of the use or resale of any material furnished by the proposer, and will save the CDC and the City of Coahoma harmless from all expense of defending suits and from all payments which may be assessed against the purchaser on account of such infringement.
14. Proposers must submit sealed proposals strictly in accordance with this RFP, the Statement of Work and Drawings. Any variations to the specifications must be specifically outlined in writing in the proposal. Slight variations to the specifications might be acceptable, however, Coahoma reserves the right to make the determination as to what variations will be acceptable.
15. Proposal Form, Insurance Requirements and Sample Contract form are Attached.

### CONDITIONS FOR PROPOSAL

1. Signature: This proposal must be signed with the firm name and by an authorized officer, employee, or agent.
2. Deviations: Deviations from the specifications and alternate proposals must be clearly shown on the attached proposal form with complete information attached to the form. They may or may not be considered in the proposal award procedures.
3. Contract Documents: Each bidder shall thoroughly examine and be familiar with the Contract Documents. The submission of a bid shall constitute an acknowledgment that the bidder has thoroughly examined and is familiar with the contract documents. The failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve contractor from any obligations with respect to the proposal or to the contract. No claim for extra or additional compensation will be allowed based upon a lack of knowledge of any contract document, and neither the City nor CDC will in any case be responsible for any loss or for unanticipated costs that may be suffered by the successful proposer as a result of conditions pertaining to the work.
4. Familiarization with Work: Before submitting a proposal, each prospective proposer shall familiarize himself with the project, local labor conditions and all laws, regulations, and other factors affecting performance of the project. Contractor shall carefully correlate those observations with requirements of the Contract Documents and otherwise satisfy itself of the expense and difficulties attending performance of the project. The submission of a proposal will constitute a representation of compliance by the proposer. There will be no subsequent financial adjustment for lack of such familiarization.
5. Subcontractors: Within 24 hours maximum after proposal are opened, the apparent low proposer, and any other proposer so requested, shall submit a list of all Subcontractors anticipated for the project.
6. Freight: Freight and other delivery charges to a destination at a designated Coahoma facility must be included in the proposal. Charges may not be added after proposal is opened.
7. Discounts: Show rate, total amount, and the latest day any discounts will be allowed after receipt of article and correct invoice.
8. Prices: If the unit price and extensions thereof do not coincide, Coahoma may accept the proposal for the lesser amount whether reflected by the extension or by the correct multiple of the unit price. The quantities (if any) named in the RFP or separately listed are approximate only, but these are to be used as a basis for the comparison of proposals and to determine the amount of the bonds. However, if a unit price appears to the Owner to be unbalanced to such an extent that changes in actual quantities required under the contract

might result in contract price adjustments which would increase payments to the Contractor excessively, then the Owner may take such a condition under consideration in making the award of the contract.

9. Taxes and Permits: All taxes that are lawfully assessed against the City, CDC or proposer (Contractor) in connection with the project shall be paid by Contractor. The bid prices shall include all such taxes and the costs of all required permits.
10. Firm Prices: All prices quoted will remain firm for one hundred twenty (120) days from the date and time of the proposal opening and will become the contract price at the time of the award of proposal, unless otherwise specified by Coahoma or the Proposer.
11. Identical Proposals: In the event of two (2) or more identical low bids, the contract may be awarded arbitrarily or for any reason to such bidders or split in any portion between the said two (2) or more bidders at the discretion of Coahoma.
12. Liquidated Damages: Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on the Proposal Form and/or provided for by the Statement of Work and Drawings.
13. Ambiguity in Proposals: Any ambiguity in any proposal as the result of omission, error, lack of clarity or non-compliance by the proposer with the specific instructions, and all conditions of proposal shall be construed in the light most favorable to Coahoma.
14. Bonds. **ALL PROPOSALS IN ORDER TO BE IN COMPLIANCE WITH TEXAS STATUTES SHOULD INCLUDE THE FOLLOWING BONDS, IF BID PRICE EXCEEDS MONETARY THRESHOLD.**

**Performance Bond:** If the amount of the contract is greater than \$100,000.00, the contractor shall provide a performance bond as follows:

- Solely for the protection of the City of Coahoma;
- In the amount of the contract; and
- Conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents.

**Payment Bond:** If the amount of the contract is in excess of \$50,000.00, the contractor shall provide a payment bond as follows:

- Solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the contractor or a subcontractor who provides labor or material; and
- In the amount of the contract.

15. Coahoma reserves the right to reject any and all proposals and does not bind itself to accept the lowest bid or any proposal for this project or any part thereof and/or to accept part or all of any specific proposal or proposals.
16. Insurance Requirements. By submitting this proposal the proposer affirms it has reviewed the insurance and bonding requirements and confirms its ability to procure the required insurance and bonds upon award of this contract.
17. Contract. By submitting this proposal, the proposer affirms it has reviewed the attached contract and takes no exceptions. Should the proposer wish changes to the contract, those changes should be listed in the exceptions portion of the bid form below.

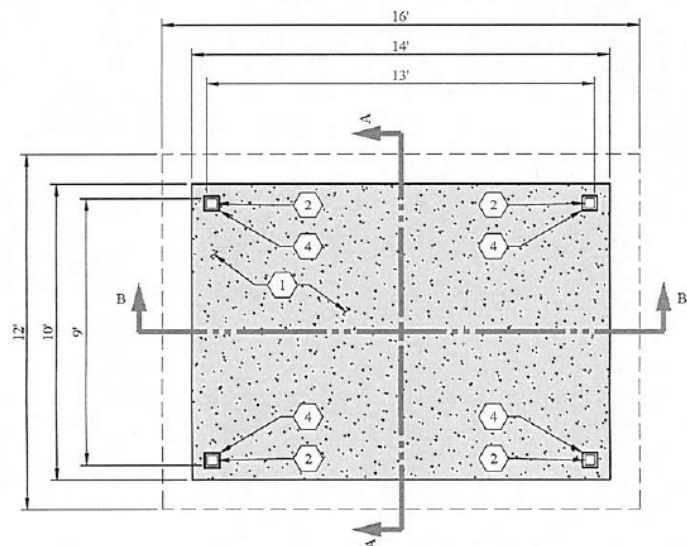
**EXHIBIT A**  
**STATEMENT OF WORK AND DRAWINGS**

The City of Coahoma Development Corporation is seeking bids to have five concrete pads of various sizes poured to accommodate picnic tables. The project also includes covering the five new pads and two existing pads with awnings having gabled roofs. See additional details in the attached drawings.

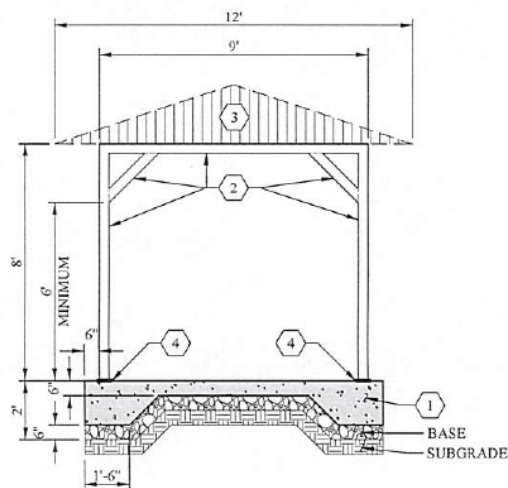
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REVIEW, NOT INTENDED FOR  
CONSTRUCTION, BIDDING,  
OR PERMIT PURPOSES.

SAGE DILLER, P.E. 96645

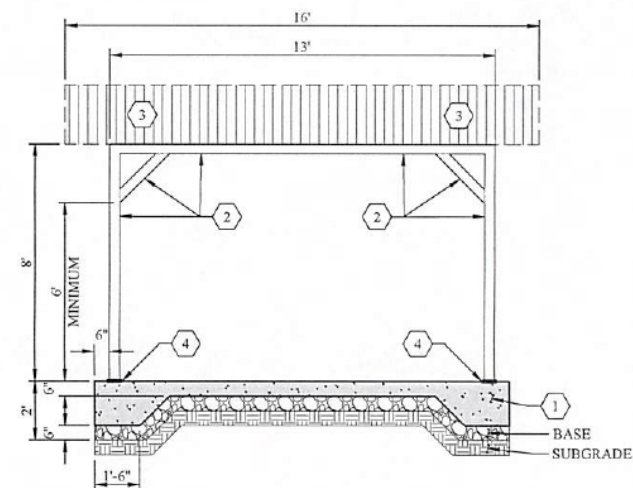
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**PLAN VIEW**  
SCALE: 1/4" = 1'-0"



**"A" FRONT VIEW**  
SCALE: 1/4" = 1'-0"



**"B" SIDE VIEW**  
SCALE: 1/4" = 1'-0"

**KEY NOTES INDICATED BY # :**

1. 6" THICK 4000 PSI CLASS A CONCRETE SLAB
2. 4" X 4" X 3/16" SQUARE TUBING
3. 26GA. PBU PANEL FRAMED WITH 2" X 2" X 1/4" SQUARE TUBING AT 36" O.C.E.W. WELD ALL AROUND AT ALL JOINTS. FINISHED COVERING SHALL BE GABLE. ATTACH PBU PANEL TO FRAMING WITH #12 TEK SCREWS AT 8" ON-CENTER MAXIMUM.
4. 6" X 6" X 3/8" WELD PLATE SET FLUSH WITH TOP OF CONCRETE SLAB

CONTRACTOR SHALL INSTALL A TOTAL OF THREE (3) CONCRETE SLABS AND PAVILIONS STRUCTURES AS SHOWN ON THIS SHEET. CONTRACTOR SHALL COORDINATE FINAL PLACEMENT OF THE SLABS AND STRUCTURES WITH THE CITY OF COAHOMA.

CONTRACTOR NAME & COMPANY: \_\_\_\_\_

CONTRACTOR BID PRICE: \_\_\_\_\_

CONTRACTOR SCHEDULE: \_\_\_\_\_

CONTRACTOR SIGNATURE & DATE: \_\_\_\_\_



**Enprotec | Hibbs & Todd**  
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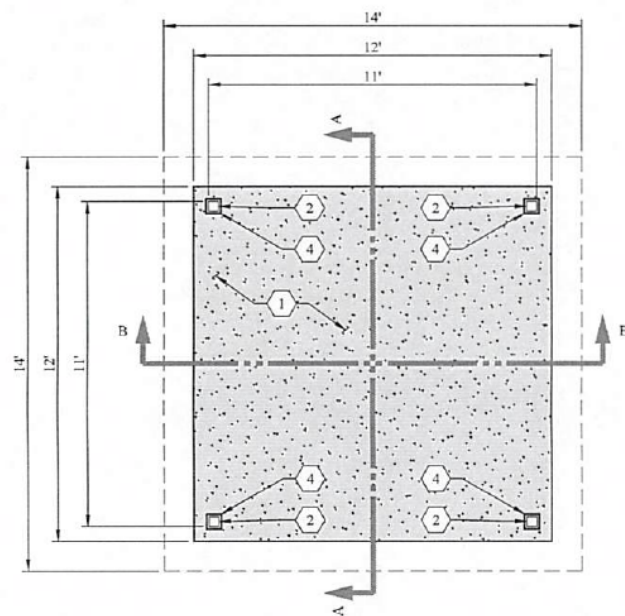
**CITY OF COAHOMA**  
ECONOMIC DEVELOPMENT  
CORPORATION

COAHOMA CITY PARK PAVILIONS

DOCUMENT FOR INTERIM  
REVIEW, NOT INTENDED FOR  
CONSTRUCTION, BIDDING,  
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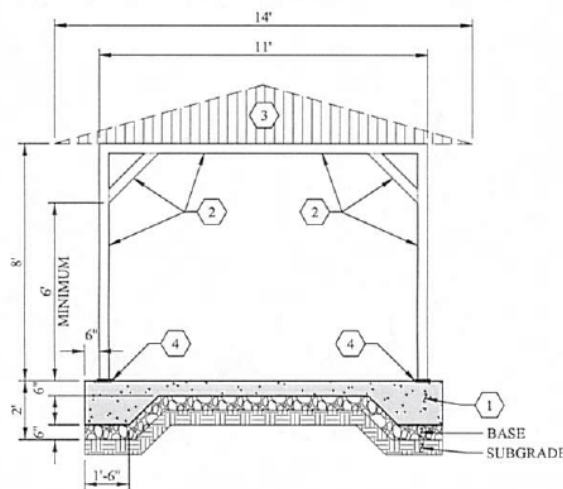
SAGE DILLER, P.E. 96645

DATE: 12/02/2024



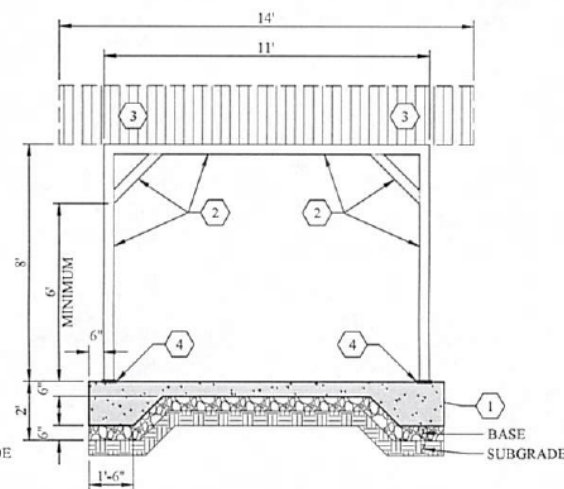
**PLAN VIEW**

SCALE: 1/4" = 1'-0"



**"A" FRONT VIEW**

SCALE: 1/4" = 1'-0"



**"B" SIDE VIEW**

SCALE: 1/4" = 1'-0"

**KEY NOTES INDICATED BY # :**

1. 6" THICK 4000 PSI CLASS A CONCRETE SLAB
2. 4" X 4" X 3/16" SQUARE TUBING
3. 26GA. PBU PANEL FRAMED WITH 2" X 2" X 1/4" SQUARE TUBING AT 36" O.C.E.W. WELD ALL AROUND AT ALL JOINTS. FINISHED COVERING SHALL BE GABLE. ATTACH PBU PANEL TO FRAMING WITH #12 TEK SCREWS AT 8" ON-CENTER MAXIMUM.
4. 6" X 6" X 3/8" WELD PLATE SET FLUSH WITH TOP OF CONCRETE SLAB

CONTRACTOR SHALL INSTALL A TOTAL OF TWO (2) CONCRETE SLABS AND PAVILIONS STRUCTURES AS SHOWN ON THIS SHEET. CONTRACTOR SHALL COORDINATE FINAL PLACEMENT OF THE SLABS AND STRUCTURES WITH THE CITY OF COAHOMA.

CONTRACTOR NAME & COMPANY: \_\_\_\_\_

CONTRACTOR BID PRICE: \_\_\_\_\_

CONTRACTOR SCHEDULE: \_\_\_\_\_

CONTRACTOR SIGNATURE & DATE: \_\_\_\_\_



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P: Texas Registration No. 7017 - PE, Texas Registration No. 30102 - PE, Texas Registration No. 30103



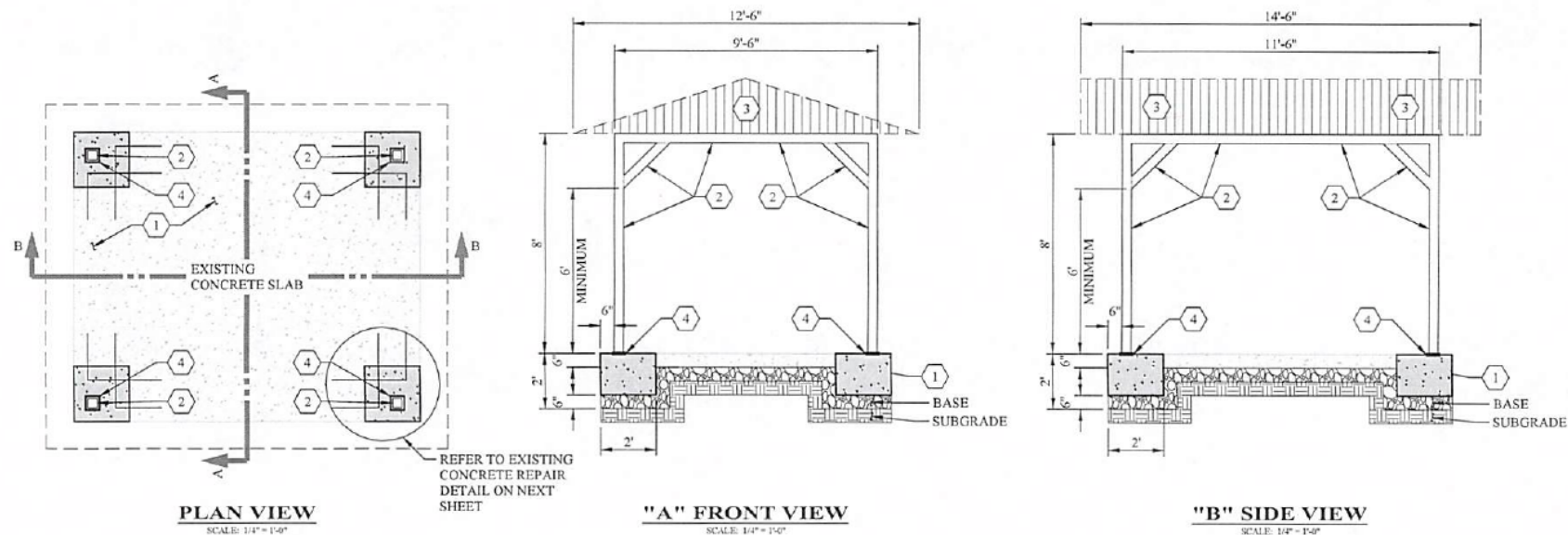
**CITY OF COAHOMA  
ECONOMIC DEVELOPMENT  
CORPORATION**

**COAHOMA CITY PARK PAVILIONS**

DOCUMENT FOR INTERIM  
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SAGE DILLER, P.E. 96645

DATE: 12/02/2024



KEY NOTES INDICATED BY # :

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4. 6" X 6" X 3/8" WELD PLATE SET FLUSH WITH TOP OF CONCRETE SLAB

CONTRACTOR SHALL DEMOLISH AND COMPLETELY REMOVE TWO (2) EXISTING PAVILIONS AND INSTALL TWO (2) NEW PAVILIONS AS SHOWN ON THIS SHEET. CONTRACTOR SHALL COORDINATE FINAL PLACEMENT OF THE SLABS AND STRUCTURES WITH THE CITY OF COAHOMA.

CONTRACTOR NAME & COMPANY: \_\_\_\_\_

CONTRACTOR BID PRICE: \_\_\_\_\_

CONTRACTOR SCHEDULE: \_\_\_\_\_

CONTRACTOR SIGNATURE & DATE: \_\_\_\_\_



Enprotec | Hibbs & Todd

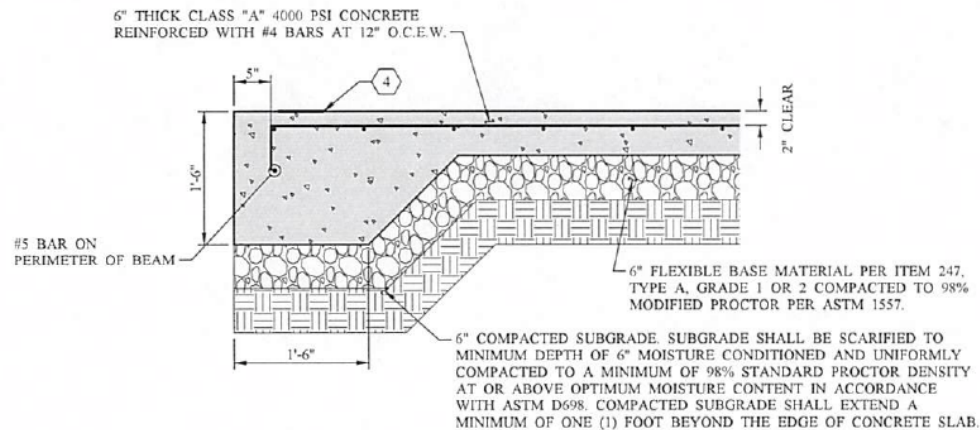
427 City Blvd. • Dallas, Texas 75217 • 214-696-0000 • 1-214-696-0000 • [www.enprotec.com](http://www.enprotec.com)

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CITY OF COAHOMA  
ECONOMIC DEVELOPMENT  
CORPORATION

COAHOMA CITY PARK PAVILIONS



#### CONCRETE SLAB NOTES:

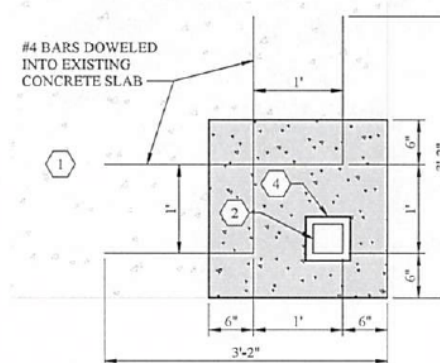
1. CONCRETE SHALL BE 6" THICK, CLASS "A" CONCRETE WITH A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS. REFER TO TXDOT ITEM 421, HYDRAULIC CEMENT CONCRETE. CONCRETE SHALL BE REINFORCED WITH #4 BARS AT 12" O.C.E.W. DESIGN MIX SHALL HAVE A SLUMP OF 5" (1"  $\pm$ ) AND A MINIMUM OF 3% - 6% ENTRAINED AIR.
2. CONSTRUCT CONCRETE SLAB IN ACCORDANCE WITH TXDOT ITEM 420.
3. INSTALL TYPICAL SAWED CONTROL JOINT AT MAXIMUM 10 FOOT INTERVALS IN BOTH DIRECTIONS OVER ENTIRE CONCRETE SLAB. CONTRACTOR SHALL SAW JOINTS USING A "SO-CUT" SAW. SAWING OPERATIONS MUST COMMENCE AS SOON AS IT CAN BE ACCOMPLISHED WITHOUT CAUSING DAMAGE TO THE CONCRETE SLAB. ONCE SAWING HAS COMMENCED, IT SHALL BE CONTINUED UNTIL COMPLETE. SAWING SHALL BE COMPLETED WITHIN 12 HOURS OF CONCRETE PLACEMENT. SAWING OPERATIONS SHALL BE COMPLETED IN RAIN OR COLD WEATHER, IF MARRING OF THE SURFACE OCCURS, THE ENGINEER MAY EXTEND THE 12 HOUR LIMIT.
4. PLACE TYPICAL CONSTRUCTION JOINTS AS NECESSARY TO FACILITATE CONCRETE PLACEMENT.
5. ALL JOINTS SHALL BE FILLED AND SEALED IN ACCORDANCE WITH TXDOT ITEM 433. ALL JOINT FILLERS AND SEALANTS ARE TO BE INSTALLED WITHIN 24 HOURS OF SAW CUTTING OPERATIONS. REFER TO TYPICAL DETAIL THIS SHEET.
6. CONCRETE SLAB SHALL BE CURED IN ACCORDANCE WITH TXDOT ITEM 420.

#### TYPICAL DUMPSTER PAD DETAIL

SCALE: 3/4" = 1'-0"

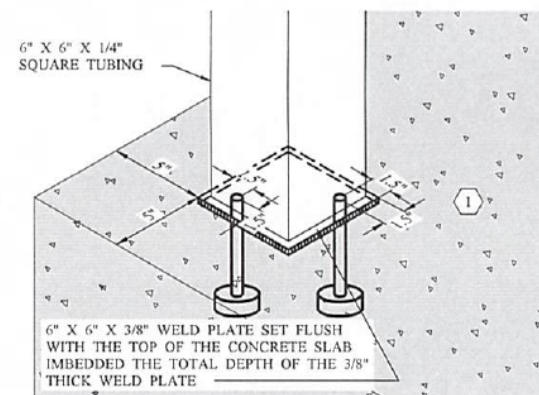
#### KEY NOTES INDICATED BY # :

1. 6" THICK 4000 PSI CLASS A CONCRETE SLAB
2. 4" X 4" X 3/16" SQUARE TUBING
3. 26GA. PBU PANEL FRAMED WITH 2" X 2" X 1/4" SQUARE TUBING AT 36" O.C.E.W. WELD ALL AROUND AT ALL JOINTS. FINISHED COVERING SHALL BE GABLE. ATTACH PBU PANEL TO FRAMING WITH #12 TEK SCREWS AT 8" ON-CENTER MAXIMUM.
4. 6" X 6" X 3/8" WELD PLATE SET FLUSH WITH TOP OF CONCRETE SLAB



#### EXISTING CONCRETE REPAIR DETAIL

SCALE: 3/4" = 1'-0"



#### WELD PLATE DETAIL

NO SCALE

DOCUMENT FOR INTERIM REVIEW, NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

SAGE DILLER, P.E. 96645

DATE: 12/02/2024



Enprotec | Hibbs & Todd  
4000 West 10th Street, Suite 100 • Fort Worth, TX 76102 • P: (817) 888-8800 • F: (817) 888-8801 • E: info@enprotec.com



CITY OF COAHOMA  
ECONOMIC DEVELOPMENT  
CORPORATION

COAHOMA CITY PARK PAVILIONS

**EXHIBIT B**  
**PROPOSAL FORM**

**EXHIBIT B**

**THE CITY OF COAHOMA AND  
THE COAHOMA DEVELOPMENT CORPORATION  
REQUEST FOR PROPOSALS FOR**

**CONSTRUCTION OF COAHOMA CITY PARK  
IMPROVEMENTS**

**PROPOSAL FORM**

**USE THIS FORM ONLY**

We, the undersigned, have read all requirements set forth in the RFP including the Statement of Work, specifications, instructions, conditions, and pertinent information regarding the labor and materials being proposed, and we agree to furnish the materials, labor and all required items at the prices stated below:

**TOTAL COST:**

\$ \_\_\_\_\_

**Notes:** \_\_\_\_\_  
\_\_\_\_\_

**Allowed Discounts: Rate** \_\_\_\_\_ **% Total** \_\_\_\_\_

**Time allowed for discount:** \_\_\_\_\_ **Calendar Days**

**Maximum delivery or completion time after issuance of a Notice to Proceed by Coahoma.** \_\_\_\_\_

**Company Name and address:** \_\_\_\_\_

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

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

**Telephone No:** \_\_\_\_\_

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

**Fax No:** \_\_\_\_\_

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

**EXHIBIT C**

**CONSTRUCTION AGREEMENT**

## CONSTRUCTION AGREEMENT

### AGREEMENT BETWEEN THE CITY OF COAHOMA, THE COAHOMA ECONOMIC DEVELOPMENT CORPORATION AND

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#### FOR CONSTRUCTION OF CONCRETE PADS AND AWNINGS FOR PICNIC TABLES

This Agreement is entered into as of the effective date set forth below, between the City of Coahoma, (hereinafter, "City"), the Coahoma Economic Development Corporation (hereinafter "CDC"), (hereinafter City and CDC may be collectively referred to as "Coahoma"), and \_\_\_\_\_, (hereinafter "Contractor") for Contractor to provide material, labor and services to construct five (5) Concrete Pads for Picnic Tables and seven (7) awnings over those five concrete pads and two existing concrete pads at the Coahoma City Park as set forth in this Agreement and in any attachments incorporated herein by reference as if set forth in full.

**Section 1. Work to be Performed.** Contractor shall perform all work described in the Contract Documents which are incorporated into this Agreement by reference for all purposes as if set forth in full herein (hereinafter "the Work"). The Contract Documents include, but are not limited to, this Construction Agreement, and any drawings or other exhibits attached hereto. All work shall be performed in strict compliance with the Contract Documents. The Work shall generally be described as construction of five concrete pads of various sizes poured to accommodate picnic tables and covering those five new pads and two existing pads with awnings having gabled roofs.

**Section 2. Consideration.** Contractor shall perform the Work for the total lump sum amount of \_\_\_\_\_.

**Section 3. Termination.** Coahoma or Contractor may terminate this Agreement: (a) for a breach of any term in this Agreement upon thirty (30) days prior written notice to the other party if the other party fails to perform any material obligation under this Agreement, and such failure is not cured within thirty (30) days of receipt of written notice of the default; or (b) by the mutual written consent of Coahoma and Contractor. All work and services under the Agreement shall be suspended upon termination of Agreement becoming effective.

**Section 4. Contractor's Duties.** Unless otherwise stipulated in this Agreement, Contractor shall furnish all labor, materials, supplies, machinery, equipment, tools, insurance, bonds, water, light, power, fuel, mechanical workmanship, transportation, equipment and all other facilities and services necessary for completion of the Work and to conduct the construction required under this Agreement in an efficient manner. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words which so applied have well known, technical or trade meaning shall be held to refer to such recognized standards.

Coahoma will make water and electricity service available at the worksite using existing meters at its own expense.

Contractor shall, at its expense, obtain all permits and licenses necessary for the performance of this Agreement and pay all fees and taxes required by law, and comply with all laws, ordinances, rules and regulations governing the Contractor's performance of the Agreement, including all environmental laws and regulations, whether federal, state, or local. Contractor shall remain responsible for applying for any and all necessary permits and providing all necessary documentation and licenses to obtain such permits; however the City and CDC agree to waive the fee for the City's required building permit. If Coahoma requires any additional inspections, other than that by the structural engineer, it will pay for such inspections.

Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws and building codes.

**Section 5. Warranty.** The Contractor agrees to remedy all defects appearing in the Work or developing in the materials furnished and the workmanship performed under this Agreement during the warranty period of two (2) years after the date of final acceptance of the Work by Coahoma, and further agrees to indemnify and save the City and CDC from any costs or expenses of any nature encountered in remedying any defects in materials and workmanship in the Community Center.

**Section 6. Release and Indemnification.** CONTRACTOR HEREBY RELEASES, INDEMNIFIES AND AGREES TO DEFEND, AND SHALL CAUSE ITS INSURERS AND SUBCONTRACTORS TO RELEASE, INDEMNIFY AND DEFEND, THE CITY AND CDC, THEIR PAST, PRESENT AND FUTURE ELECTED AND APPOINTED OFFICIALS, EMPLOYEES AND THEIR AGENTS AND ASSIGNS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION WHICH CONTRACTOR, ITS INSURERS, AND/OR ITS SUBCONTRACTORS MIGHT OTHERWISE POSSESS RESULTING IN OR FROM OR IN ANY WAY CONNECTED WITH ANY LOSS COVERED OR WHICH SHOULD HAVE BEEN COVERED BY INSURANCE MAINTAINED AND/OR REQUIRED TO BE MAINTAINED BY CONTRACTOR AND/OR ITS SUBCONTRACTORS PURSUANT TO THIS AGREEMENT, EVEN IF SUCH CLAIMS OR CAUSES OF ACTION ARISE FROM OR ARE ATTRIBUTED TO THE SOLE OR CONCURRENT NEGLIGENCE OF ANY RELEASED PARTY OR FROM STRICT LIABILITY.

CONTRACTOR SHALL FURTHER INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY AND CDC AND EACH OF THEIR OFFICERS, AGENTS, COUNCILMEMBERS, BOARD MEMBERS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEYS' FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY ACT OF

OMISSION OR COMISSION OR NEGLIGENT ACT OF THE CONTRACTOR, ITS AGENTS OR EMPLOYEES OR ANY SUBCONTRACTOR, ITS AGENTS OR EMPLOYEES IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND CONTRACTOR WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE CITY OR CDC OR ANY OF THEIR OFFICERS, AGENTS, COUNCILMEMBERS, BOARD MEMBERS OR EMPLOYEES, INCLUDING ATTORNEYS' FEES.

**Section 7. Insurance.** Without limiting any of the other obligations or liabilities of the Contractor, Contractor and each subcontractor, at their own expense, shall during the term of the contract, purchase and maintain the hereinafter stipulated minimum insurance with companies duly authorized to do business in the State of Texas and satisfactory to Coahoma. Certificates for each of the required Contractor's and subcontractors' policies shall be delivered to Coahoma before any work is started:

- (a) Workers' compensation as required by Texas law;
- (b) Comprehensive general liability insurance, including independent contractor's liability, completed operations/products liability, premises/operations liability, and contractual liability covering but not limited to, the liability assumed under the indemnification provisions of this contract, fulfilling Contractor's or subcontractors' liability for personal injury, bodily injury to or death, and for damage to property of third parties, with the following limits for each occurrence:

|                 |                            |
|-----------------|----------------------------|
| Injury or Death | \$1,000,000 per occurrence |
| Property Damage | \$ 500,000 per occurrence  |
- (c) Comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles with minimum limits of \$500,000 per occurrence for bodily injury or death, and \$200,000 per occurrence for property damage, or a combined single limit of \$500,000, such insurance to include coverage for loading and unloading hazards.

**Section 8. Coahoma's Duties.**

**8.1 Inspections.** The Project Manager or other City or CDC representatives may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. Such persons will not be required to make exhaustive or continuous onsite inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. Neither the City or CDC representatives will be responsible for Contractor's failure to perform the work in accordance with the Agreement.

**8.2 Payment.** After a properly completed Application for Payment is submitted by Contractor and approval by Coahoma, Coahoma shall remit payment to Contractor.

**8.3 Change Order.** Any increase or decrease in the amount of the Agreement must be approved by Coahoma in. If there is any increase or decrease in the cost of materials or labor due to an unforeseen circumstance, Contractor must obtain written authorization from Coahoma in the form of a written Change Order before performing the work that involves the increased cost. Coahoma shall not be obligated to pay for any increased costs not approved by a valid change order. Refusal of Coahoma to approve any requested Change Order shall not relieve Contractor of its obligations to complete the project and comply with this Agreement.

**Section 9. Independent contractor.** In Contractor's performance under this Agreement, the Contractor acts and will act as an independent contractor, and not as an agent or employee of Coahoma.

**Section 10. Entire contract.** This Agreement, the Contract Documents and the Exhibits referenced herein or attached hereto constitute the entire Agreement between the parties and may not be waived or modified except by written agreement between the parties.

**Section 11. Assignment.** This Agreement and any rights, duties and obligations hereunder may not be assigned without the prior written consent of all of the parties hereto and in the event of an attempted assignment by one party to this Agreement without the express prior written consent of all other parties, such attempted assignment shall be void and without effect.

**Section 12. Binding effect.** This Agreement shall be binding upon and inure solely to the benefit of the Contractor, the City and CDC, and their respective successors, employees, legal representatives, and permitted assigns, and no other person shall have any legal or equitable rights, remedies, or claims under or in respect of or by virtue of this Agreement or any provision herein contained.

**Section 13. Severability.** In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provision. This Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

**Section 14. Choice of Law/Venue.** This Agreement is governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought under or arising out of this Agreement shall be in Howard County, Texas.

**Section 15. Remedies.** The remedies provided to the parties by this Agreement are not exclusive or exhaustive but are cumulative of each other and in addition to any other remedies the parties may have.

**Section 16. Attorneys' Fees and Costs.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

**Section 17. Notices.** All notices contemplated and/or required herein shall be in writing and shall be delivered in person or sent via certified mail, return receipt requested, unless specifically provided otherwise.

Notices to Contractor shall be sent to:

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Notices to Coahoma shall be sent to:

Coahoma Development Corporation  
Attention: Kelly Seales  
122 N. First Street  
Coahoma, TX 79511-0912

**Section 18. Force Majeure.** No party to this Agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible, or which is not in its control.

*SIGNATURE PAGES FOLLOW*

**IN WITNESS WHEREOF**, the parties, intending to be legally bound, have executed this Agreement effective of the last date set forth below.

**COAHOMA DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
Kelly Seales, President

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

**CITY OF COAHOMA**

By: \_\_\_\_\_  
Jay Holt, Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Tammy Griffith, City Secretary

**CONTRACTOR -** \_\_\_\_\_

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

Corporate Acknowledgment:

STATE OF TEXAS                   §  
                                             §  
COUNTY OF HOWARD           §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, an officer of \_\_\_\_\_, known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as an act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT D**  
**PERFORMANCE AND PAYMENT BONDS**

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENT that:**

(Name of Contractor or Company)

(Address)

a (Corporation/Partnership) hereinafter called the Principal, and \_\_\_\_\_  
(Name of Surety Co.) \_\_\_\_\_, (Address)

hereinafter called Surety, are held and firmly bound unto the **City of Coahoma, Texas**  
\_\_\_\_\_, Coahoma, TX 7\_\_\_\_\_ hereinafter  
called the Owner, in the penal sum of \_\_\_\_\_ Dollars  
\_\_\_\_(\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum will and  
truly to be made, we bind ourselves, successors, and assigns, jointly and severally firmly in these  
presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a  
certain contract with the OWNER dated this day \_\_\_\_ of, 20 \_\_, a copy of which is hereto attached  
and made a part hereof for the construction of \_\_\_\_\_

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties in all the  
undertakings, covenants, terms, conditions and agreements of said contract during the original  
terms thereof, and any extensions thereof which may be granted by the Owner, with or without  
notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and  
demands incurred under such contract, and shall fully indemnify and save harmless the Owner  
from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse  
and repay the Owner all outlay and expense which the Owner may incur in making good any  
default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that  
no change, extension of time, alteration or addition to the terms of the contract or to WORK to be  
performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect  
its obligations on this BOND and it does hereby waive notice of any such change, extension of  
time, alteration or additions to the terms of the contract, or to the Work or to the  
SPECIFICATIONS.

PROVIDED FURTHER that no final settlement between the Owner, and the Contractor shall  
abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counter-parts each one of which shall  
be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**PRINCIPAL**

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

(SEAL)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_(Address)

ATTEST: \_\_\_\_\_

**SURETY**

By: \_\_\_\_\_

\_\_\_\_\_  
(Witness as to Surety) (Attorney in Fact)

\_\_\_\_\_  
(Address)

NOTE: Date of Bond must not be prior to the date of the Contract. If Contractor is partnership, all partners should execute Bond. IMPORTANT: Surety Companies executing Bonds, must appear on the Treasury Department's most current list, (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

NOTE: Attach Power of Attorney

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT that:

(Name of Contractor or Company)

\_\_\_\_\_(Address)

A \_\_\_\_\_(Corporation/Partnership), hereinafter called Principal,

And \_\_\_\_\_(Name of Surety Company)

\_\_\_\_\_(Address)

hereinafter called Surety, are held and firmly bound unto the City of Coahoma, Texas \_\_\_\_\_, Coahoma, TX 7\_\_\_\_\_ hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, a copy of which is hereto attached and made a part hereof of the construction of the Coahoma Community Center.

NOW, THEREFORE, if the Principal shall promptly make payments to all persons, firms, SUB-CONTRACTORS, and Corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs of machinery, equipment and tools, consumed or used in connection with the construction of such WORK and all insurance premiums on said work and for all labor, performed in such work whether by SUB-CONTRACTOR or otherwise, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the contract or to the work or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counter-parts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**PRINCIPAL**

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

(Principal Secretary)

(SEAL)

\_\_\_\_\_

(Witness as to Principal)

\_\_\_\_\_ (Address)

ATTEST: \_\_\_\_\_

**SURETY**

By: \_\_\_\_\_

\_\_\_\_\_

(Witness as to Surety)      (Attorney in Fact)

\_\_\_\_\_

(Address)

**NOTE: Date of Bond must not be prior to the date of the Contract. If Contractor is partnership, all partners should execute Bond. IMPORTANT: Surety Companies executing Bonds, must appear on the Treasury Department's most current list, (Circular 570 as amended) and be authorized to transact business in the state where the project is located.**

## **COMPLAINT NOTICE**

**SHOULD ANY DISPUTE ARISE ABOUT YOUR PREMIUM OR ABOUT A CLAIM THAT YOU HAVE FILED, WRITE TO THE COMPANY THAT ISSUED THE BOND. IF THE PROBLEM IS NOT RESOLVED, YOU MAY ALSO WRITE TO:**

**THE STATE BOARD OF INSURANCE**

**P.O. BOX 149091**

**AUSTIN TX 78714-9091**

**FAX NO. (512) 475-1771**

**THIS NOTICE OF COMPLAINT PROCEDURE IS FOR INFORMATION ONLY AND DOES NOT BECOME A PART OR CONDITION OF THIS BOND.**

## **DISCLOSURE OF GUARANTY FUND NON PARTICIPATION**

**In the event the insurer is unable to fulfill its contractual obligation under this policy or contract or application or certificate or evidence of coverage, the policyholder or certificate holder is not protected by the insurance guaranty fund or other solvency protection arrangement.**

**This notice is provided to you in compliance with the requirements of Article 21.28E Chapter 21 of the Insurance Code as enacted in the 71st Legislature.**

**Fidelity and Surety Bonds have never been included under the Texas Guaranty Fund. Therefore, the preceding notice does not reflect any change in participation.**