

CONTRACT BETWEEN

D.I.J. CONSTRUCTION, INC. AND BURNET COUNTY, TEXAS

This Contract is executed by and between D.I.J. Construction, Inc. and Burnet County, Texas, hereinafter called CONTRACTOR and COUNTY, respectively,

Contract # **BC - 2601**

It is AGREED and UNDERSTOOD that this Contract is for striping on County Rd 405.

The CONTRACTOR shall provide all services included in the purchase of materials and installation per attached Exhibit A: Quote dated March 25, 2026.

It is AGREED and UNDERSTOOD that this Contract includes Exhibit B: Burnet County Standard Terms and Conditions attached herein.

The CONTRACTOR responsibilities shall include the following:

Scope of Work described in Exhibit A attached herein and including the following:

- CONTRACTOR shall perform cleanup of work areas on a daily basis.
- CONTRACTOR shall store project materials, supplies, and equipment in a neat and orderly manner so as not to unduly interfere with the operation and work of County business.
- CONTRACTOR shall be responsible for cleanup and removal of all equipment, surplus material, trash and debris related to this project upon completion of this project from the premises.
- Job project will not be paid until COUNTY is satisfied with completion.

Insurance

- A. The CONTRACTOR shall carry Workman's Compensation and Unemployment Insurance as required by law.
- B. The CONTRACTOR shall carry liability insurance as required in Exhibit B: Burnet County Standard Terms and Conditions.
- C. The CONTRACTOR shall supply a copy of proof of insurance coverage to COUNTY upon request and/or upon any change in coverage.

Termination Provisions

This contract is effective beginning **April 14, 2026** until job completion; except that in a case of default by the CONTRACTOR by failure to meet conditions set forth in this contract, whereby the COUNTY shall have the right to cancel this contract by giving ten (10) days written notice to the CONTRACTOR. The COUNTY agrees to give the CONTRACTOR written notice within five (5) days of any noncompliance and allow reasonable time for correction of the discrepancies prior to notifying the CONTRACTOR of its intention to cancel the contract. In the event of cancellation or termination then COUNTY shall not be required nor obligated to pay for services beyond the effective date of the cancellation of the contract.

RIGHT OF ENTRY. The COUNTY reserves the right to enter the property or location on which the work herein is contracted for by such agent or agents as he may elect, for the purpose of inspecting the work, or for the purpose of constructing or installing such collateral work as said COUNTY may desire.

EQUIPMENT, MATERIALS AND CONSTRUCTION PLANT. The CONTRACTOR shall be responsible for the care, preservation, conservation, and protection of all materials, supplies, machinery, equipment, tools, apparatus, accessories, facilities, all means of construction, and any and all parts of the work, whether the CONTRACTOR has been paid, partially paid, or not paid for such work, until the entire work is completed and accepted.

CHARACTER OF WORKMEN. The CONTRACTOR agrees to employ only orderly and competent men, skillful in the performance of the type of work required under this contract, to do the work; and agrees that whenever the COUNTY shall inform him in writing that any man or men on the work are, in his opinion, incompetent, unfaithful or disorderly, such man or men shall be discharged from the work and shall not again be employed on the work without the COUNTY'S written consent.

PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC. The 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 safety laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America except where incompatible with Federal, State, or Municipal laws or regulations. The CONTRACTOR shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks, and other safety devices if necessary. The safety precautions actually taken and their adequacy shall be the sole responsibility of the CONTRACTOR, acting at his discretion as an independent contractor.

PROTECTION OF ADJOINING PROPERTY. The said CONTRACTOR shall take proper means to protect the adjacent or adjoining property or properties in any way encountered, which might be injured or seriously affected by any process of construction to undertaken under this Agreement, from any damage or injury by reason of said process of construction; and he shall be liable for any and all claims for such damage on account of his failure to fully protect all adjoining property. The CONTRACTOR agrees to indemnify, save and hold harmless the COUNTY against any claim or claims for damages due to any injury to any adjacent or adjoining property, arising or growing out of the performance of the contract; but any such indemnity shall apply to any claim of any kind arising out of the existence or character of the work.

PROTECTION AGAINST CLAIMS OF SUB-CONTRACTORS, LABORERS,

MATERIALMEN AND FURNISHERS OF MACHINERY, EQUIPMENT AND SUPPLIES. The

CONTRACTOR agrees that it will indemnify and save the COUNTY harmless from all claims growing out of the lawful demands of sub-contractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. When so desired by the COUNTY, the CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the CONTRACTOR fails so to do, then the COUNTY may at the option of the CONTRACTOR either pay directly any unpaid bills, of which the COUNTY has written notice, or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payments to the CONTRACTOR shall be resumed in full, in accordance with the

precautionary measures for the protection of persons or property and of the work as are necessary. Barricades shall be painted in a color that will be visible at night. From sunset to sunrise the CONTRACTOR shall furnish and maintain at least one light at each barricade and sufficient number of barricades shall be erected to keep vehicles from being driven on or into any work under construction. The CONTRACTOR will be held responsible for all damage to the work due to failure of barricades, signs, lights, and watchmen to protect it, and whenever evidence is found of such damage, the COUNTY may order the damaged portion immediately removed and replaced by the CONTRACTOR at its cost and expense. The CONTRACTOR'S responsibility for the maintenance of barricades, signs, and lights, and for providing watchmen shall not cease until the project shall have been accepted by the COUNTY.

RESTORATION OF SITE & CLEANUP. Upon completion of the project (or major portions thereof) the CONTRACTOR shall restore the site to its original condition or better. Driveways and streets shall be compacted and resurfaced as originally found. All private property disrupted during construction including fences, patios, retaining walls, sidewalks, wooden decks, etc. shall be mended or repaired to their original condition. At the conclusion of the work, all tools, temporary structures and materials belonging to the Contractor shall be promptly removed, and all dirt, rubbish and other foreign substances shall be disposed of. The CONTRACTOR shall thoroughly clean all equipment and materials installed by and shall deliver over such materials and equipment in an undamaged, clean condition.

SAFETY.

- In accordance with generally accepted construction practices, the CONTRACTOR alone will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.
- The duty of the COUNTY to conduct construction review of the CONTRACTOR'S performance is not intended to include review of the adequacy of the CONTRACTOR'S safety measures, in, or on, or near the construction site.

EXISTING UTILITIES AND SERVICE LINES. The CONTRACTOR shall be responsible for the protection of all existing utilities or service lines crossed or exposed by construction operations. Where existing utilities or service lines are cut, broken or damaged, the CONTRACTOR shall replace or repair the utilities or service lines with the same type of original material and construction, or better, at CONTRACTOR'S cost and expense.

PROTECTION OF PROPERTY. The CONTRACTOR shall, at no additional expense to the COUNTY, protect by false work, braces, shoring or other property along the line of work or affected directly by CONTRACTOR work, against damage and shall repair the damages or repay the injured COUNTY if such damage occurs. The CONTRACTOR shall exercise care to protect from injury all water pipes, sanitary sewer pipes, gas mains, telephone cables, electric cables, service pipes, and other utilities or fixtures which may be encountered during the progress of the work. All utilities and other service facilities or fixtures if damaged, shall be repaired by the CONTRACTOR without additional compensation. Protection is CONTRACTOR'S responsibility and CONTRACTOR must satisfy as to the existence and location of all utilities and structures.

CONTRACTS IN DEFAULT. The COUNTY may declare a contract in default for any one or more of the following reasons:

- Failure to complete the work within the contract period or any extension thereof.

Exhibit A

March 25, 2026

Work Order for contract by and between Burnet County, Precinct 4 & D.I.J. Construction

Work to be performed prior to September 30, 2026.

CR 405: +/-5,280 linear feet

Project scope: Single yellow thermoplastic striping, yellow reflective centerline markers and 1 stop bar.

Quantities:

+/- 5,280 LF of single yellow striping at \$0.50/LF = \$2,640.00

Yellow Reflective markers (RPM) every 40' = 132 markers @ \$5.00 each = \$660.00

1 stop bar = 1 x 24" x 12' white stop bar = \$150.00

Total for CR 405 approximately = \$3,450.00

TOTAL WORK ORDER NTE = \$3,500 out of 4920 "Contract Labor"

Joe Don Dockery
Burnet County Commissioner
Precinct 4
Cell 512-715-2911
jdockery@burnetcountytexas.org



BURNET COUNTY AGENDA ITEM REQUEST FORM

MEETING DATE: 4.14.26

GENERAL DESCRIPTION OF ITEM: CR 405 Contract Labor Agr

THIS ITEM REPRESENTS A:

- ☐ New issue, project, or purchase
- ☐ Routine, regularly scheduled item
- ☒ Follow-up to previously discussed item
- ☐ Special item
- ☒ Other

PRIMARY CONTACT/STAFF MEMBER: Commissioner Dockery

BUDGETARY IMPACT OF AGENDA ITEM:

Total Estimated Cost:	☒	\$3500
Source Funds:		4920 Contract Labor
Is item already included in fiscal year budget?	Yes ☒	No ☐
Does item represent a new expenditure?	Yes ☒	No ☐
Does item represent a pass-through purchase?	Yes ☐	No ☒
If so, pass-through entity		
Procurement Needed:	Yes ☒	No ☐

ACTIONS REQUESTED: Approval of the contract labor agreement with DIJ Construction
under Bid 25-6100-02 Street Striping Projects.

LIST BACK-UP DOCUMENTS ATTACHED (names of documents and/ or files): DIJ Contract
Labor Agreement, DIJ Work Order

LIST BACK-UP DOCUMENTS NOT ATTACHED (to be sent by Friday at noon prior to the meeting date requested): _____

Elected Official/Department Head _____

DATE and TIME: _____

Approved:

By _____
County Judge

OR

By _____
Commissioner Pct. _____

All contracts, contract amendments, staff agreement, grant applications, memorandums of understanding, and interlocal agreements must be submitted to the Burnet County Auditor and complete a compliance review before being placed on the Commissioners Court agenda.

Agenda items and supporting documents are due to Court Coordinator's Office (Rm. 201) or countyjudge@burnetcountytexas.org no later than 5:00 p.m., eleven (11) days (including weekends) prior to the scheduled commissioners court meeting, in order to comply with Government Code §551.043. An exception for late submission may be granted with written approval from a Commissioner or the County Judge and must include a stated explanation for the late submission.