

## **Bastrop County**

## **REQUEST FOR BIDS**

Bid Reference Number: RFB 24BCP05C

Project Title: TADS Parking Lot Expansion Project

Bid Closing Date: 2:00 P.M. (CST), May 21, 2024

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## **Bastrop County**

## **Request for Bids**

## 1. Introduction

A. <u>Project Overview:</u> Bastrop County is requesting Bids with the intent of awarding a contract for the purchase of goods and services contained in Appendix A – Scope of Services.

## B. <u>RFB Questions:</u>

- i. <u>RFB Clarifications:</u> All questions related to requirements, processes or scope of work for this RFB should be submitted in writing to the Purchasing Agent identified in section 2 below. The County is the final judge of the meaning of any word(s), sentences, paragraphs or other parts of the solicitation documents. Bidders are encouraged to seek clarification, before submitting a Bid, of any portion of the Bid documents that appears to be ambiguous, unclear, inconsistent, or otherwise in error. Clarifications will be in writing.
- ii. <u>Replies:</u> Responses to inquiries which directly affect an interpretation or effect a change to this RFB will be issued in writing by addendum and will be uploaded to the Bastrop County website (<u>http://www.co.bastrop.tx.us/page/pur.bids</u>). All such addenda issued by County prior to the submittal deadline shall be considered part of the RFB. The County shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
- iii. <u>Acknowledgement of Addenda</u>: The Bidder must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Bid.
- C. <u>Notification of Errors or Omissions:</u> Bidders shall promptly notify the County of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this RFB. The County shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- D. <u>Conflict of Interest Questionnaire (Form CIQ):</u> A person or business, and their agents, who seek to contract or enter into an agreement with the County, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C.
- E. <u>Certificate of Interested Parties (1295 Form)</u>: A person or business, and their agents, who seek to contract or enter into an agreement with the County, are required by Texas Local Government Code Chapter 2252, Subtitle F, Title 10, Section 2252.908, to file a disclosure of interested parties with the Texas Ethics Commission (<u>https://www.ethics.state.tx.us/whatsnew/elf\_info\_form1295.htm</u>). A sample form and instruction sheet can be found in Appendix D.
- F. <u>House Bill 89 Verification Form:</u> A person or business, and their agents, who seek to contract or enter into an agreement with the County, are required by Texas Local Government Code Chapter 2270 Section 1, Subtitle F, Title 10, Section 2270.001to submit a verification form to the County. This Chapter reads "Prohibition on Contracts with Companies Boycotting Israel". This form is found in Appendix E.

## 2. Definitions

<u>Bid:</u> The signed and executed submittal of the entirety of Appendix B – Bid.

<u>Bidder:</u> The Bidder and the Bidder's designated contact signing the first page of the Bid.

<u>County of Bastrop ("County"):</u> The County of Bastrop, Texas.

**Bastrop County** 

<u>Bastrop County Purchasing Office:</u> The Bastrop County Purchasing Office is located at 1501 Business Park Drive, Bastrop County78602. PH: (512) 581-7110; Fax: (512) 581-4228.

<u>Project:</u> The name is identified on the cover sheet and first page of Appendix A – Scope of Services.

<u>Purchasing Agent:</u> Bastrop County Purchasing Agent is Leon Scaife: Phone: (512) 581-7110 E-Mail: <u>leon.scaife@co.bastrop.tx.us</u>

<u>Request for Bids (RFB):</u> The entirety of this document, including all Appendices and Addenda.

<u>Scope of Services:</u> The entirety of Appendix A – Scope of Services.

## 3. General Information

- A. <u>Tax Exempt Status:</u> County purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Bid. County will furnish Excise Tax Exemption Certificate upon request.
- B. <u>Public Inspection of Bids</u>: The County strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFB information. Bids are not available for public inspection until after the contract award. If the Bidder has notified the County, in writing, that the Bid contains trade secrets or confidential information, the County will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the County be liable for disclosure of such information by the County in response to a request, regardless of the County's failure to take any such reasonable steps, even if the County is negligent in failing to do so.
- C. <u>Legal Relations and Responsibilities</u>: Bidder shall maintain adequate records to justify all charges, expenses and costs incurred in performing the Services for a period of at least Five (5) years following the termination date of the contract. The County shall have full and complete access to all records, documents and information collected and/or maintained by Bidder in the course of the administration and performance of the Contract. This information shall be made accessible at Bidder's local place of business in the County's jurisdiction, for purposes of inspection, reproduction and audit without restriction.
- D. <u>Application:</u> These standard terms and conditions shall apply to all County of Bastrop (hereafter "County" or "Owner") solicitations and procurements, unless specifically accepted in the solicitation specifications.
- E. <u>Requirements</u>: By submitting a Bid, the bidder agrees to provide the County of Bastrop with the specified goods or services described in the solicitation in accordance with these standard terms and conditions, at the agreed upon Bid price and in compliance with the stated specifications and any subsequent addendums issued prior to the date of the Bid opening.
- F. <u>Legal Compliance</u>: Bidder must comply with all Federal, State and Local laws, statutes, ordinances, regulations and standards in effect at the time of delivery of goods and services, and must maintain any and all required licenses and certificates required under the same laws, statutes, ordinances, regulations and standards for services and/or goods provided in response to this solicitation. Bidder certifies that he/she holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. <u>Right to Refuse Bid:</u> The County reserves the right to refuse any and/or all parts of any and or/all Bids and to waive formalities in the best interest of the County. Bastrop County does not discriminate on the basis of

race, color, national origin, sex, religion, and age or disability status in employment, procurement or provisions of service.

- H. <u>Estimated Quantities:</u> This solicitation calls for unit pricing based on a range of material usage (per ton). Bastrop County does not guarantee quantities of these items. The actual amount ordered over the contract period may be more or less than the estimate. Quantities represent the County's best estimate, based on past history and anticipated purchases.
- Independent Contractor: Bidder agrees that Bidder and Bidder's employees and agents have no employeremployee relationship with County. Bidder agrees that if Bidder is selected and awarded a contract, County shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will County furnish any medical or retirement benefits or any paid vacation or sick leave.
- J. <u>Assignments:</u> The rights and duties awarded the successful Bidder shall not be assigned to another without the written consent of the Bastrop County Purchasing Agent. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- K. <u>Liens:</u> Bidder shall indemnify and save harmless the County against any and all liens and encumbrances for all labor, goods, and services which may be provided to the County by Bidder or Bidder's vendor(s), and if the County requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the County.
- L. <u>Gratuities/Bribes:</u> Bidder certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative, to any County officer, employee or elected representative, with respect to this RFB or any contract with the County, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- M. <u>Financial Participation</u>: Bidder certifies that it has not received compensation from the County to participate in preparing the specifications or RFB on which the Bid is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- N. <u>Responsiveness of Bids</u>: The County desires to receive competitive Bids, but will declare any Bids "non-responsive" if they fail to meet the significant requirements outlined in this solicitation document.
- O. <u>Discrepancies and Errors</u>: The unit prices of a bid that has been opened may not be changed for the purpose of correcting an error in the Bid price.
- P. <u>Identical Bids</u>: In the event two or more identical Bids are received, and are lowest, responsible and responsive, award will be made as prescribed in the Texas Local Government Code, Chapter 2.62.027(b).
- Q. <u>Withdrawal of Bids</u>: Bidders may withdraw any submitted bids prior to the bid submission deadline. Bidders may not withdraw once the bids have been publicly opened, without the approval of the County's Purchasing Agent. Bidders will be allowed to withdraw bids that contain substantial mathematical errors in extension. However, once a bid has been withdrawn, it can no longer be considered.
- R. <u>Disqualification of Bidder</u>: The County may disqualify bidders, and their bids not be considered, for any of the following reasons: Collusion among bidders; bidder's default on an existing or previous contract with the County, including failure to deliver goods and/or services of the quality and price bid; bidder's lack of financial stability; any factor concerning the bidder's inability to provide the quantity, quality, and timeliness

of services or goods specified in the solicitation; bidder involved in a current or pending lawsuit with the County; bidder's attempt to influence the outcome of the solicitation through unauthorized contact with County officials outside of those listed in the solicitation documents; and bidder's attempt to offer gifts, gratuities, or bribes to any County employee or elected official in connection with a solicitation.

- S. <u>Waiver of Formalities:</u> County reserves the right to reschedule, extend, or cancel this RFB at any time. County reserves the right to reject any or all responses, and to waive formalities or irregularities in connection with this RFB and may consider submissions not made in compliance with this request for bids if it elects to do so, to the extent permitted by law, although the County will have no obligation for such consideration. The County reserves the right to waive any minor irregularities that do not materially affect the scope or pricing of submitted Bids.
- T. <u>Outstanding Liabilities</u>: Bidders shall not have outstanding, unpaid liabilities owed to the County. Liabilities may include, but are not limited to, property taxes, hotel occupancy taxes, and license or permit fees. Bids will be considered non-responsive and not given further consideration if submitted by a bidder with such outstanding liabilities.
- U. <u>Offset:</u> The County may, at its option, offset any amounts due and payable under contract award under this solicitation against any debt lawfully due the County from a vendor, whether or not the amount due arises pursuant to the terms of the contract and whether or not the debt has been reduced to judgment by a court.
- V. <u>Solicitation Results</u>: The County normally posts solicitation results on-line after bids are received and approved in Commissioner's Court. The County's website is <u>www.co.bastrop.tx.us</u>. Results are on the Purchasing Solicitation page, in the same place as the original solicitation documents. Posted results are for informational purposes only, not a notice of award.
- W. <u>Control of The Work:</u> Bidder shall furnish all materials and perform work in reasonably close conformity with the scope of work referenced in this request for Bid. Bidder must obtain written approval from Bastrop County before deviating from the scope of work provided in this request for bids. Failure to promptly notify Bastrop County of any errors or concerns with the scope of work will constitute a waiver of all claims for misunderstandings or ambiguities that result from the errors, omissions, or discrepancies discovered.
- X. <u>Cost of Bid:</u> The cost of submitting Bids shall be borne by the Bidder, and the County will not be liable for any costs incurred by a Bidder responding to this solicitation.

## 4. RFB Withdrawals and/or Amendments

- A. <u>RFB Withdrawal:</u> The County reserves the right to withdraw this RFB for any reason.
- B. <u>RFB Amendments</u>: The County reserves the right to amend any aspect of this RFB by formal written Addendum prior to the bid submittal deadline and will endeavor to notify all potential bidders that have registered with the County, but failure to notify shall impose no obligation or liability on the County. All modifications and addendums must be in written form prepared by the County department issuing the solicitation. Bidder is responsible for incorporating any and all modifications and addendums into their bids.

#### 5. Bid Submittal Requirements

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- A. <u>Submittal Packet Required Content:</u> Bidder shall submit one (1) signed original Bid. This submittal packet shall be submitted in a sealed envelope with all items listed on Appendix B of this bid document (Page 19).
- B. <u>Submittal Deadline</u>: The deadline for submittal of Bids is 2:00PM (CST) May 21, 2024. It is the Bidder's responsibility to have the Bid correctly marked and hard-copies delivered to the Bastrop County Purchasing

Office. No extensions will be granted and no late Bids will be accepted.

C. <u>Bids Received Late:</u> Bidders are encouraged to submit their Bids as soon as possible.

The time and date of receipt as recorded in the Bastrop County Purchasing Office shall be the official time of receipt. The County is not responsible for late delivery of mail or other carrier. Late Bids will not be considered under any circumstances.

- D. <u>Alterations or Withdrawals of Bid:</u> Any submitted Bid may be withdrawn or a revised Bid substituted if a written notice is submitted to the Bastrop County Purchasing Office prior to the submittal deadline. Any interlineations, alteration, erasure or other amendment made before the submittal deadline, must be signed or initialed by the Bidder or the Bidder's authorized agent, guaranteeing authenticity. Bids cannot be altered, amended or withdrawn by the Bidder after the submittal deadline.
- E. <u>Bid Format:</u> All Bids must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, using one side of the paper only. Pages shall be numbered at the bottom. Entries shall be typed, or legibly written in ink. All Bids shall be mailed or hand delivered to Bastrop County. Any other format (via telephone, fax, email, etc.) shall be rejected by the County.
- F. <u>Validity Period</u>: Once the submittal deadline has passed, any Bid shall constitute an irrevocable Bid to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Bid on the terms set forth in the Bid, such Bid to be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the County.

## 6. Bid Evaluation and Contract Award

- A. <u>Bid Evaluation and Contract Award Process</u>: An award of a contract to provide the goods or services specified herein will be made using competitive sealed bids, in accordance with Chapter 262 of the Texas Local Government Code, Chapter 2269 of the Texas Government Code and with the County's purchasing policy. All bids should be based on unit pricing (Cost per ton of material or per Linear Foot to complete all task listed within Appendix A to include all necessary bonds and insurance). Bastrop County will score all eligible respondents based on their bid price. The contract will be given to the lowest/best value/most responsive bidder that complies with all requests for bid items and requirements set forth by Bastrop County in this RFB, to include bonds, insurance requirements and Bastrop County may consider: 1) price: 2) the offeror's experience and reputation: 3) the quality of the offeror's goods and/or services: 4) the impact on the ability of the Governmental entity to comply with rules relating to historically underutilized businesses: 5) the offeror's safety record: 6) the offeror's proposed personnel: 7) whether the offeror's financial capability is appropriate to the size and scope of the project. The selected bidder must NOT be debarred from any federal and/or state agency and Bastrop County will conduct a review of the bidder's status on SAM.Gov. The Bastrop County Commissioners Court will make the final selection and award. The County has the right to reject any and/or all Responses.
- B. <u>Completeness</u>: If the Bid is incomplete or otherwise fails to conform to the requirements of the RFB, County alone will determine whether the variance is so significant as to render the bid non-responsive, or whether the variance may be cured by the bidder or waived by the County, such that the bid may be considered for award.
- C. <u>Ambiguity</u>: Any ambiguity in the bid as a result of omission, error, lack of clarity or non- compliance by the bidder with specifications, instructions and all conditions shall be construed in the favor of the County. In the event of a conflict between these standard RFB requirements and details provided in Appendix A Scope of Services or Appendix B Bid, the Appendices shall prevail.
- D. <u>Controlling Document:</u> In the case of a discrepancy between this solicitation and the formal contract, the

formal contract will prevail and control.

- E. <u>Firm Prices:</u> Unless otherwise stated in the specifications, Bidder's prices remain firm for 90 days from date of Bid opening and, upon award, remain in effect for the contract period specified in the solicitation. If formal award has not occurred within 90 days of bid opening, the Contractor and the County may mutually agree to extend the firm price period.
- F. <u>Additional Information</u>: County may request any other information necessary to determine bidder's ability to meet the minimum standards required by this RFB.
- G. <u>Debarment:</u> The selected Bidder must **NOT** be debarred from any federal and/or state agency and Bastrop County will conduct a review of the Bidder's status on SAM.Gov. The Bastrop County Commissioners Court will make the final selection and award. The County has the right to reject any and/or all Responses.

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## **Appendix A – Scope of Services**

## 1. **Project Title:** TADS Parking Lot Expansion Project

## 2. Scope of Services Contact:

Questions about the technical nature of the Scope of Services, etc. may be directed to Bastrop County Purchasing Agent, Leon Scaife through e-mail at <a href="mailto:leon.scaife@co.bastrop.tx.us">leon.scaife@co.bastrop.tx.us</a>

## 3. **Bid Evaluation Factors:**

Bid Price	Factor
	Cost to complete all task listed within "Scope of Services" based on a lump sum price to include the cost of mobilization, personnel, equipment, materials, insurance, and bonds.

#### 4. Key Events Schedule:

Bid Release Date	May 1, 2024
Pre-Bid Meeting	2PM, May 15, 2024
Deadline for Submittal of Written Questions	5 PM, May 15, 2024
Sealed Bids Due to and Opened by County	2PM, May 21, 2024
Anticipated Award Date	June 2024

#### 5. Scope of Services:

#### **Project Overview:**

Bastrop County is seeking to enter into a construction contract with a competent contractor for expansion of the Bastrop County Tax and Development Services Building, located at 211 Jackson Street, Bastrop, Texas 78602. The awarded contractor will perform earthwork, drainage, grading, asphalt paving and parking lot striping as shown in the attached engineered drawings. This project site has limited space due to high public traffic to the County Tax Office and Development Services Office and therefore cannot have the parking lot closed to the public during normal business hours. Bastrop County is requesting that all work under this contract be performed between the hours of 5:00 PM and 7:00 AM on Monday through Friday and/or anytime on Saturday or Sunday.

Bastrop County will hold a pre-bid conference on site at 2:00PM on May 15, 2024. Attendance is NOT mandatory. Contractors are asked to park on the shoulder of Jasper Street, as to not impede Bastrop County business traffic for the Tax and Development Services building in any way.

Signature of Authorized Representative:

OWNER: BASTROP COUNTY 804 PECAN STREET BASTROP, TX 78602 (512) 581-4071

ENGINEER:

BOWMAN CONSULTING GROUP, LTD. 807 LAS CIMAS PKWY, LAS CIMAS II, SUITE 350 AUSTIN, TEXAS 78746 512-327-1180 CONTACT: ANDRE BETIT, P.E. CONTACT: MARISA KEISER, PE

SURVEYOR: BOWMAN CONSULTING GROUP, LTD. 807 LAS CIMAS PKWY, LAS CIMAS II, SUITE 350 AUSTIN, TEXAS 78746 512-327-1180 CONTACT:

PROJECT ADDRESS

## 211 JACKSON ST, BASTROP, TEXAS 78602

## PROJECT NARRATIVE:

THE PROPOSED DEVELOPMENT INCLUDES DESIGN SERVICES FOR A PARKING LOT EXPANSION AT THE TAX AND DEVELOPMENT SERVICES (TADS) BUILDING. SCOPE OF WORK: EARTHWORK, DRAINAGE, AND MINIMAL RE-GRADING.

## LEGAL DESCRIPTION:

BUILDING BLOCKS 100 (EMS), 101 (EMS) & MILL ST., LOT 1, ACRES 4.605, (BASTROP COUNTY COMPLEX PD)

## DEED RECORD:

VOLUME 475, PAGE 597, BASTROP COUNTY DEED RECORDS

## FLOOD NOTE:

THE SUBJECT TRACT IS NOT LOCATED WITHIN THE FEMA FLOODPLAIN AS SHOWN ON THE TRAVIS COUNTY FIRM MAP NO. 48021C0360E, May 9th, 2023.

THE ABOVE STATEMENT IS MEANT FOR FLOOD INSURANCE DETERMINATION ONLY AND THIS SURVEYOR ASSUMES NO

## LIABILITY FOR THE CORRECTNESS OF THE CITED MAP.

ZONING CLASSIFICATION: BASTROP COUNTY PLANNED DEVELOPMENT

## TADS PARKING LOT EXPANSION 211 JACKSON ST, BASTROP, TEXAS 78602



CITY APPROVED REVISION & CORRECTIONS 
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Sheet List Table			
Sheet Number	Sheet Title		
1	COVER		
2	GENERAL NOTES		
3	<b>EXISTING CONDITIONS &amp; DEMOLITION PLAN</b>		
4	<b>EROSION &amp; SEDIMENTATION CONTROL PLAN</b>		
5	CONCEPT PLAN		
6	PAVING PLAN		
7	GRADING PLAN		
8	DETAILS		



## SUBMITTED BY:

Marisa Keiser MARISA KEISER, P.E.

APPROVED BY:

DEVELOPMENT ENGINEERING DIRECTOR

DATE

DATE

DATE

March 20, 2024

PLANNING DIRECTOR



THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTORS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIE

1 OF 8

## CITY OF BASTROP GENERAL NOTES EFFECTIVE FEBRUARY 25, 2020

- 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF BASTROP CONSTRUCTION TECHNICAL MANUAL. 2. ANY EXISTING UTILITIES, PAVEMENT, CURBS, SIDEWALKS, STRUCTURES, TREES, ETC., NOT PLANNED FOR DEMOLITION THAT
- ARE DAMAGED OR REMOVED SHALL BE REPAIRED OR REPLACED AT THE APPLICANT'S EXPENSE. 3. THE CONTRACTOR SHALL VERIFY ALL DEPTHS AND LOCATIONS OF EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. ANY
- DISCREPANCIES WITH THE CONSTRUCTION PLANS FOUND IN THE FIELD SHALL BE BROUGHT IMMEDIATELY TO THE ATTENTION OF THE ENGINEER WHO SHALL BE RESPONSIBLE FOR REVISING THE PLANS AS APPROPRIATE.
- 4. MANHOLE FRAMES, COVERS, VALVES, CLEANOUTS, ETC. SHALL BE RAISED TO FINISHED GRADE AFTER TO FINAL PAVING CONSTRUCTION. A CONCRETE SQUARE SHALL BE POURED AROUND ALL APPURTENANCES.
- 5. THE CONTRACTOR SHALL GIVE THE CITY OF BASTROP 48 HOURS NOTICE BEFORE BEGINNING EACH PHASE OF CONSTRUCTION. NOTICE SHALL BE GIVEN TO THE PLANNING AND DEVELOPMENT DEPARTMENT: 512-332-8848.

6. ALL AREAS DISTURBED OR EXPOSED DURING CONSTRUCTION SHALL FOLLOW THE REQUIRED BEST MANAGEMENT PRACTICES. A) EACH SITE SHALL PROVIDE AN ACCESS DRIVE AND PARKING AREA OF SUFFICIENT DIMENSIONS AND DESIGN. SURFACED WITH A MATERIAL THAT WILL PREVENT EROSION AND MINIMIZE TRACKING OR WASHING OF SOIL ONTO PUBLIC OR PRIVATE ROADWAYS. ALL NON-PAVED ACCESS DRIVES SHALL BE DESIGNED SO THAT STORMWATER RUNOFF FROM ADJACENT AREAS DOES NOT FLOW DOWN THE DRIVE SURFACE.

B) ANY SIGNIFICANT AMOUNT OF RUNOFF FROM UP SLOPE LAND AREA, ROOFTOPS, OR OTHER SURFACES THAT DRAIN ACROSS THE PROPOSED LAND DISTURBANCE SHALL BE DIVERTED AROUND THE DISTURBED AREA, IF PRACTICAL. ANY DIVERSION OF UP SLOPE RUNOFF SHALL BE DONE IN A MANNER THAT PREVENTS EROSION OF THE FLOW PATH AND THE OUTLET. C) ANY CUTS AND FILLS SHALL BE PLANNED AND CONSTRUCTED TO MINIMIZE THE LENGTH AND STEEPNESS OF SLOPE AND STABILIZED IN ACCORDANCE WITH THE APPROVED EROSION CONTROL PLAN TIMELINES AND STANDARDS OF THIS DOCUMENT. D) OPEN CHANNELS SHALL BE STABILIZED AS REQUIRED TO PREVENT EROSION.

E) INLETS TO STORM DRAINS, CULVERTS, AND OTHER STORMWATER CONVEYANCE SYSTEMS SHALL BE PROTECTED FROM SILTATION UNTIL FINAL SITE STABILIZATION.

F) WATER PUMPED FROM THE SITE SHALL BE TREATED BY TEMPORARY SEDIMENTATION BASINS OR OTHER APPROPRIATE CONTROLS DESIGNED FOR THE HIGHEST DEWATERING PUMPING RATE. WATER MAY NOT BE DISCHARGED IN A MANNER THAT CAUSES EROSION OF THE SITE OR RECEIVING CHANNELS.

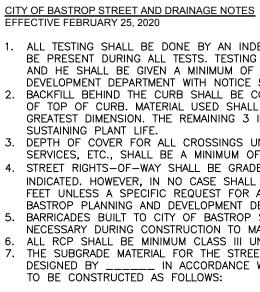
G) ALL WASTE AND UNUSED BUILDING MATERIALS SHALL BE PROPERLY DISPOSED OF AND NOT ALLOWED TO BE CARRIED BY RÚNOFF INTO A RECEIVING CHANNEL OR STORM SEWER SYSTEM.

H) ALL OFF-SITE SEDIMENT DEPOSITS OCCURRING AS A RESULT OF A STORM EVENT SHALL BE CLEANED UP BY THE END OF THE NEXT WORKDAY. ALL OTHER OFF-SITE SEDIMENT DEPOSITS OCCURRING AS A RESULT OF LAND DISTURBING ACTIVITIES SHALL BE CLEANED UP BY THE END OF THE WORKDAY. FLUSHING MAY NOT BE USED UNLESS THE SEDIMENT WILL BE CONTROLLED BY A FILTER FABRIC BARRIER, SEDIMENT TRAP, SEDIMENT BASIN, OR EQUIVALENT.

) ALL ACTIVITIES ON THE SITE SHALL BE CONDUCTED IN A LOGICAL SEQUENCE TO MINIMIZE THE AREA OF BARE SOIL EXPOSED AT ONE TIME. EXISTING VEGETATION SHALL BE MAINTAINED AS LONG AS POSSIBLE. J.) SOIL STOCKPILES SHALL BE LOCATED NO CLOSER THAN 25-FEET FROM LAKES, STREAMS, WETLANDS, DITCHES, DRAINAGE WAYS, OR ROADWAY DRAINAGE SYSTEMS. STOCKPILES SHALL BE STABILIZED BY MULCHING, VEGETATIVE COVER, TARPS, OR OTHER MEANS IF REMAINING FOR 20 DAYS OR LONGER.

. PRIOR TO ANY CONSTRUCTION, THE APPLICANTS ENGINEER SHALL CONVENE A PRECONSTRUCTION CONFERENCE BETWEEN HIMSELF, THE CITY OF BASTROP, THE CONTRACTOR, UTILITY COMPANIES, A MUD REPRESENTATIVE, ANY AFFECTED PARTIES. ANDANY OTHER ENTITY THE CITY OR THE ENGINEER MAY REQUIRE. REFERENCE DEVELOPMENT PACKET FOR GUIDANCE ON HOW TO SCHEDULE A PRECONSTRUCTION CONFERENCE.

- 8. THE CONTRACTOR AND THE ENGINEER SHALL KEEP ACCURATE RECORDS OF ALL CONSTRUCTION THAT DEVIATES FROM THE PLANS. THE ENGINEER SHALL FURNISH THE CITY OF BASTROP ACCURATE "AS-BUILT" DRAWINGS FOLLOWING COMPLETION OF ALL CONSTRUCTION. THESE "AS-BUILT" DRAWINGS SHALL MEET WITH THE SATISFACTION OF THE CITY ENGINEER PRIOR TO FINAL ACCEPTANCE.
- 9. THE BASTROP CITY COUNCIL SHALL NOT BE PETITIONED FOR ACCEPTANCE UNTIL ALL NECESSARY EASEMENT DOCUMENTS HAVE BEEN SIGNED AND RECORDED.
- 10. WHEN CONSTRUCTION IS BEING CARRIED OUT WITHIN EASEMENTS, THE CONTRACTOR SHALL CONFINE HIS WORK TO WITHIN THE PERMANENT AND ANY TEMPORARY EASEMENTS. PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL TRASH AND DEBRIS WITHIN THE PERMANENT AND TEMPORARY EASEMENTS. CLEAN-UP SHALL BE TO THE SATISFACTION OF THE CITY ENGINEER.
- 11. PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL APPLY FOR AND SECURE ALL PROPER PERMITS FROM THE APPROPRIATE AUTHORITIES.



PRESENT.

Servet Station Hex. Same HNAC Line State. Thickness Thickness Thickness

1. ALL TESTING SHALL BE DONE BY AN INDEPENDENT LABORATORY AT THE APPLICANT'S EXPENSE. A CITY INSPECTOR SHALL BE PRESENT DURING ALL TESTS. TESTING SHALL BE COORDINATED WITH THE CITY OF BASTROP CONSTRUCTION MANAGER AND HE SHALL BE GIVEN A MINIMUM OF 24 HOURS NOTICE PRIOR TO ANY TESTING. CONTACT THE PLANNING AND DEVELOPMENT DEPARTMENT WITH NOTICE 512-332-8848. 2. BACKFILL BEHIND THE CURB SHALL BE COMPACTED TO OBTAIN A MINIMUM OF 85% MAXIMUM DENSITY TO WITHIN 3 INCHES OF TOP OF CURB. MATERIAL USED SHALL BE PRIMARILY GRANULAR WITH NO ROCKS LARGER THAN 3 INCHES IN THE GREATEST DIMENSION. THE REMAINING 3 INCHES SHALL BE CLEAN TOPSOIL FREE FROM ALL CLODS AND SUITABLE FOR 3. DEPTH OF COVER FOR ALL CROSSINGS UNDER PAVEMENT INCLUDING GAS, ELECTRIC, TELEPHONE, CABLE TV, WATER SERVICES, ETC., SHALL BE A MINIMUM OF 36 INCHES BELOW SUBGRADE UNLESS APPROVED BY THE CITY ENGINEER. 4. STREET RIGHTS-OF-WAY SHALL BE GRADED AT A SLOPE OF 1/4 INCH PER FOOT TOWARD THE CURB UNLESS OTHERWISE INDICATED. HOWEVER, IN NO CASE SHALL THE WIDTH OF RIGHT OF-WAY AT 1/4 INCH PER FOOT SLOPE BE LESS THAN 10 FEET UNLESS A SPECIFIC REQUEST FOR AN ALTERNATE GRADING SCHEME IS MADE TO AND ACCEPTED BY THE CITY OF BASTROP PLANNING AND DEVELOPMENT DEPARTMENT. 5. BARRICADES BUILT TO CITY OF BASTROP STANDARDS SHALL BE CONSTRUCTED ON ALL DEAD END STREETS AND AS NECESSARY DURING CONSTRUCTION TO MAINTAIN JOB AND PUBLIC SAFETY. 6. ALL RCP SHALL BE MINIMUM CLASS III UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
7. THE SUBGRADE MATERIAL FOR THE STREETS SHOWN HEREIN WAS TESTED BY\_\_\_\_\_\_. THE PAVING SECTIONS WERE DESIGNED BY \_\_\_\_\_\_ IN ACCORDANCE WITH THE CURRENT CITY OF BASTROP DESIGN CRITERIA. THE PAVING SECTIONS ARE TO BE CONSTRUCTED AS FOLLOWS:

8. THE GEOTECHNICAL ENGINEER SHALL INSPECT THE SUBGRADE FOR COMPLIANCE WITH THE DESIGN ASSUMPTIONS MADE DURING PREPARATION OF THE SOILS REPORT. ANY ADJUSTMENTS THAT ARE REQUIRED SHALL BE MADE THROUGH REVISION OF THE CONSTRUCTION PLANS. 9. WHERE PI'S ARE OVER 20, SUBGRADES MUST BE STABILIZED UTILIZING A METHOD ACCEPTABLE TO THE CITY ENGINEER. THE GEOTECHNICAL ENGINEER SHALL RECOMMEND AN APPROPRIATE SUBGRADE STABILIZATION IF SULFATES ARE DETERMINED TO BE

## CITY OF BASTROP TRAFFIC MARKING NOTES EFFECTIVE FEBRUARY 25, 2020

- 1. ANY METHODS, STREET MARKINGS AND SIGNAGE NECESSARY FOR WARNING MOTORISTS, WARNING PEDESTRIANS OR DIVERTING TRAFFIC DURING CONSTRUCTION SHALL CONFORM TO THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, LATEST EDITION.
- ACCORDANCE WITH THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES AND, THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, LATEST EDITIONS.
- 3. STOP BARS SHALL BE PLACED AT ALL STOP SIGN LOCATIONS. 4. "NO THROUGH TRUCK" SIGNS SHALL BE PLACED AT ALL SUBDIVISION ENTRANCES.

CITY OF BASTROP EROSION AND SEDIMENTATION CONTROL NOTES EFFECTIVE FEBRUARY 25, 2020

- 1. EROSION CONTROL MEASURES, SITE WORK AND RESTORATION WORK SHALL BE IN ACCORDANCE WITH THE CITY OF BASTROP
- CODE OF ORDINANCES. 2. ALL SLOPES SHALL BE SODDED OR SEEDED WITH APPROVED GRASS, GRASS MIXTURES OR GROUND COVER SUITABLE TO THE AREA AND SEASON IN WHICH THEY ARE APPLIED. 3. SILT FENCES, ROCK BERMS, SEDIMENTATION BASINS AND SIMILARLY RECOGNIZED TECHNIQUES AND MATERIALS SHALL BE EMPLOYED DURING CONSTRUCTION TO PREVENT POINT SOURCE SEDIMENTATION LOADING OF DOWNSTREAM FACILITIES. SUCH

# 2. ALL PAVEMENT MARKINGS, MARKERS, PAINT, TRAFFIC BUTTONS, TRAFFIC CONTROLS AND SIGNS SHALL BE INSTALLED IN

INSTALLATION SHALL BE REGULARLY INSPECTED BY THE CITY OF BASTROP FOR EFFECTIVENESS. ADDITIONAL MEASURES MAY BE REQUIRED IF, IN THE OPINION OF THE CITY ENGINEER, THEY ARE WARRANTED.

			© 2024 Bowman Consulting Group Ltd T B P E Firm Registration No. F-14309 as Parkway Phone: (512) 327-1180 Fax: (512) 327-4062 www.bowman.com	
	DATE		© 20 TBPE Fir 807 Las Cimas Parkway Suite 350 Austin, Texas 78746	
REVISIONS	DESCRIPTION			
	REVISION			
	GENERAL NOIES		T.A.D.S. PARKING LOT EXPANSION 211 JACKSON STREET BASTROP, TEXAS 78602	
MARISA KEISER MARISA KEISER 141397 SSIONAL ENGL March 20, 2024 DESIGN DRAWN CHKD				

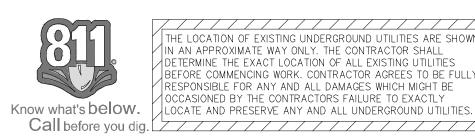
JOB No. 070784-01-001

SHEET

2 OF

8

PRELIMINARY NOT FOR CONSTRUCTION

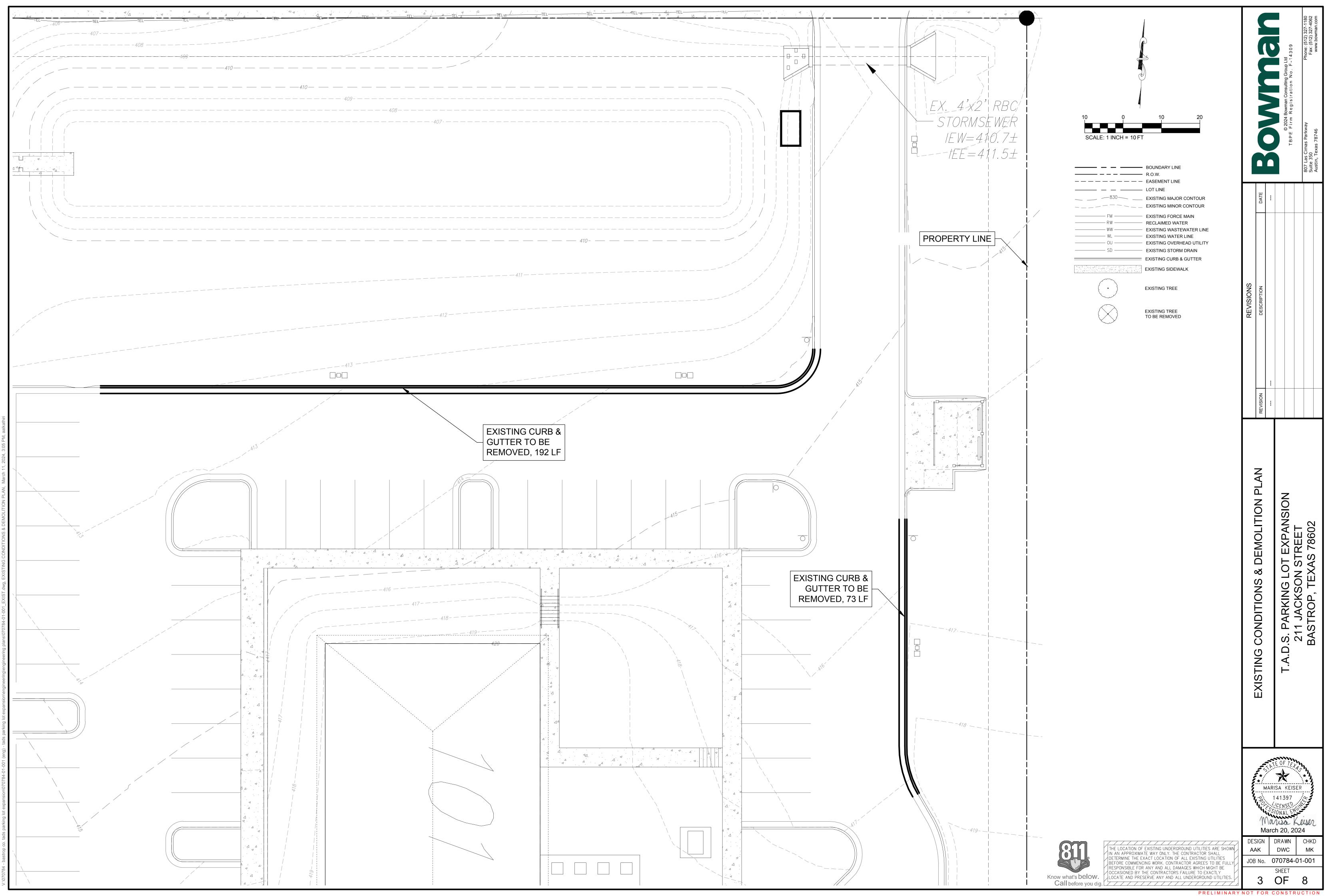


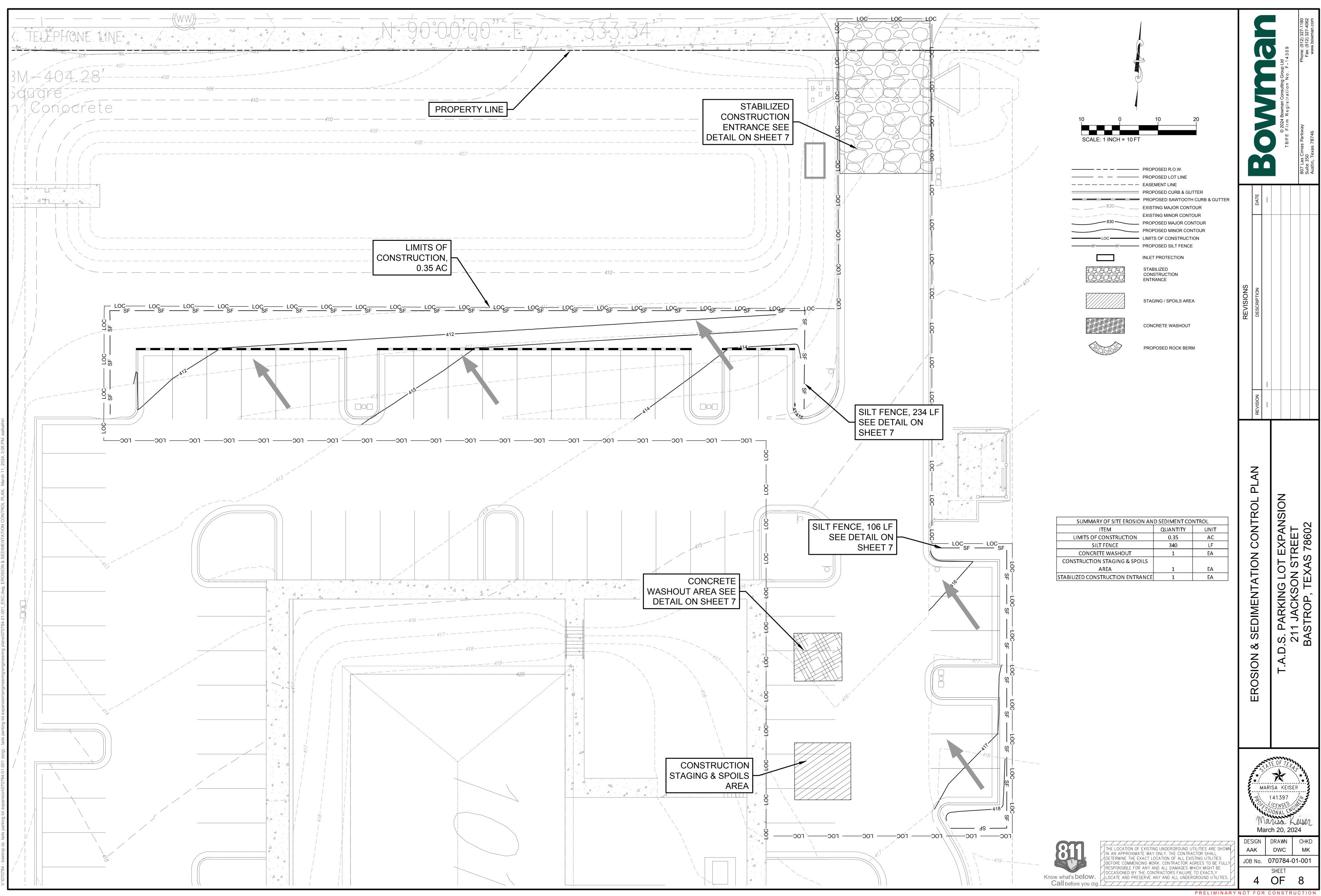
THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN

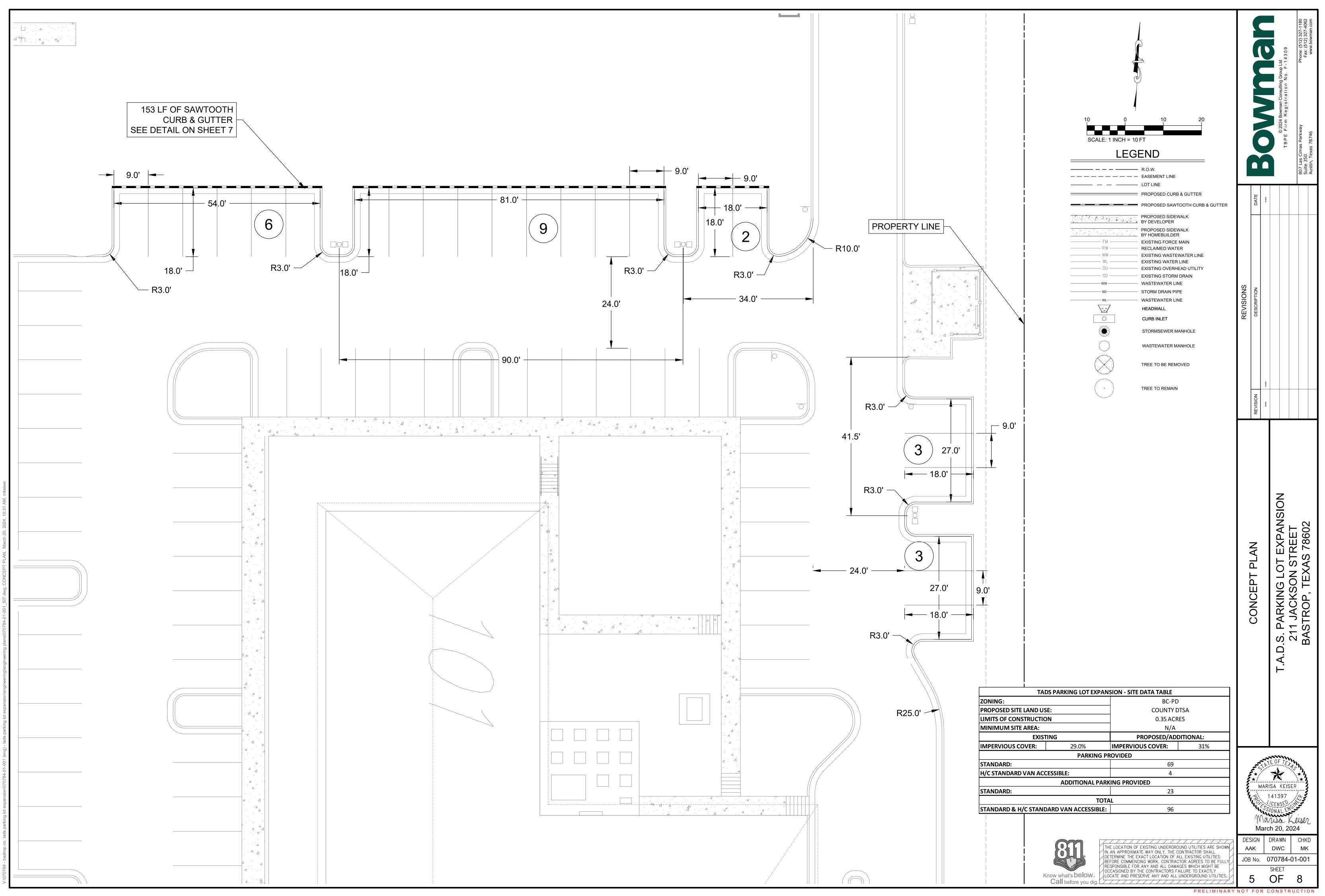
BEFORE COMMENCING WORK. CONTRACTOR AGREES TO BE FULL RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE

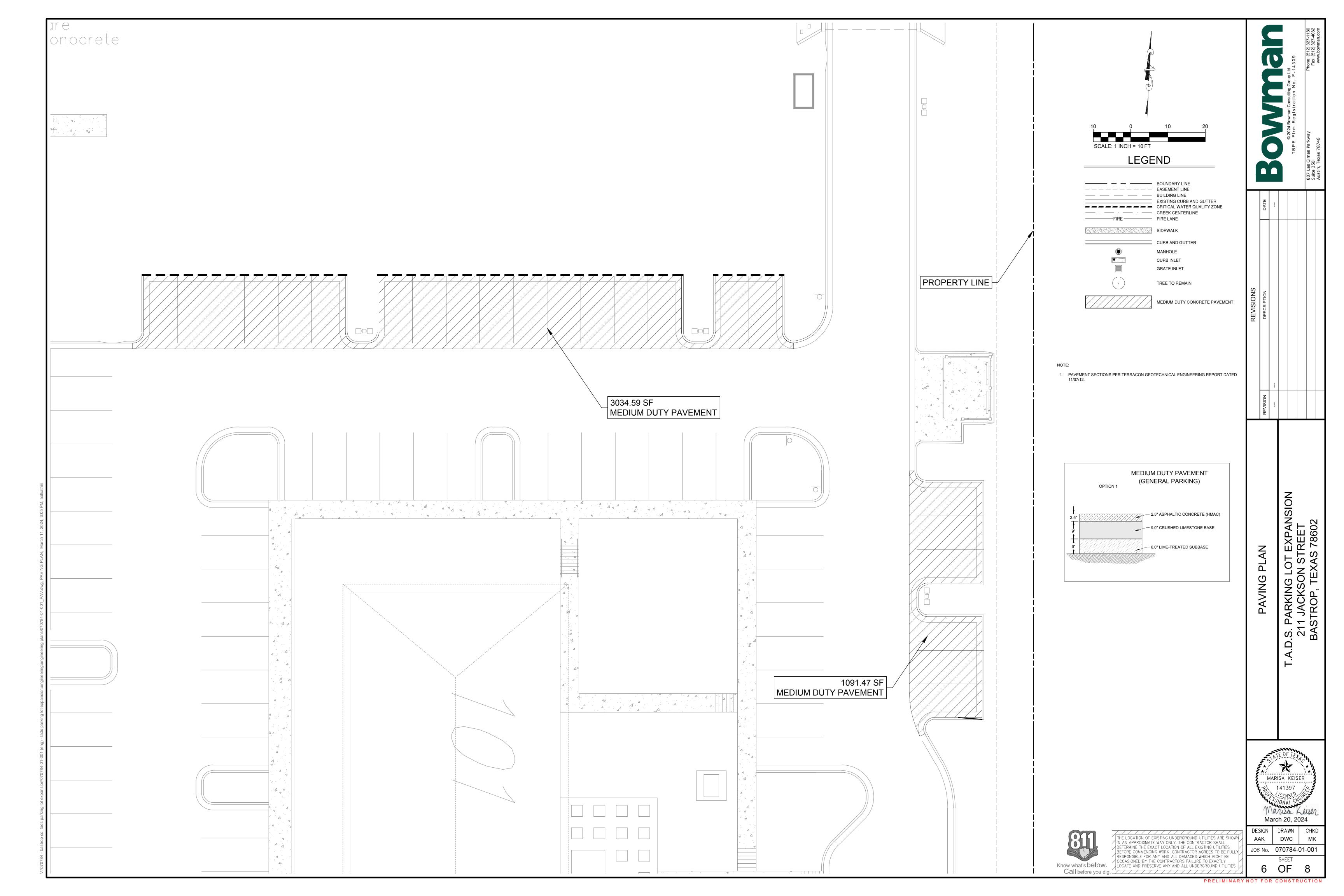
IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES

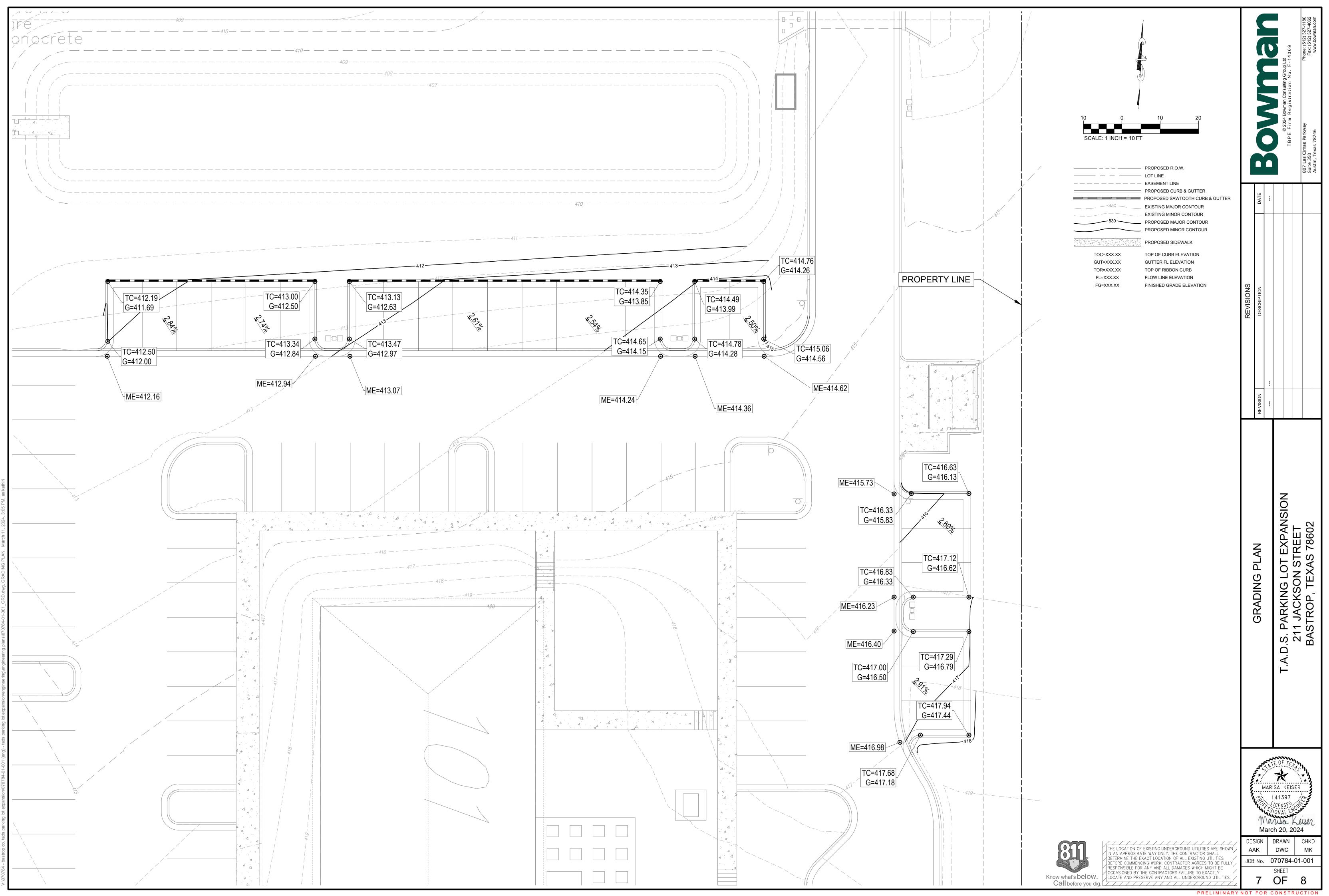
OCCASIONED BY THE CONTRACTORS FAILURE TO EXACTLY

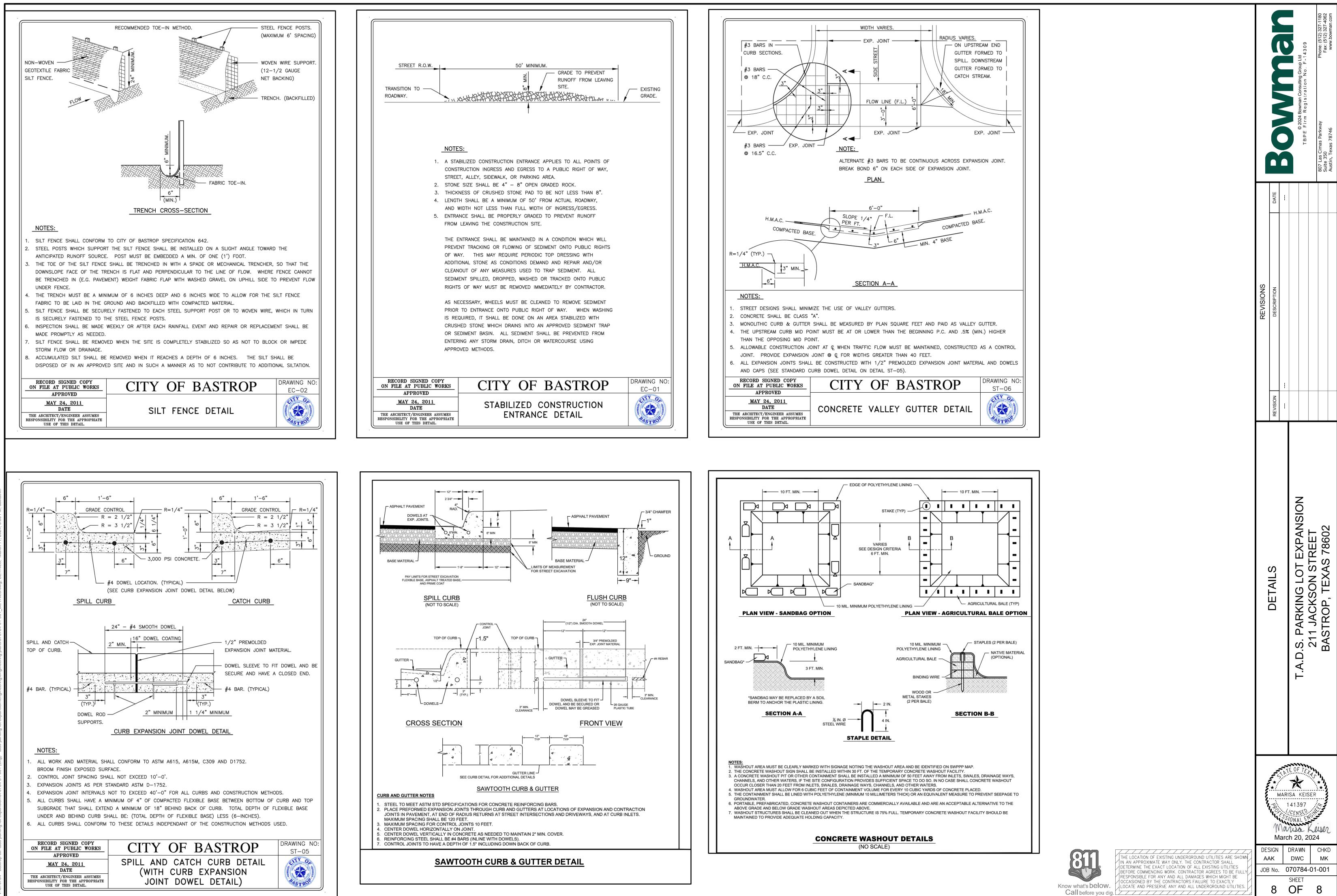












PRELIMINARY NOT FOR CONSTRUCTION

		BID SHEET RFB 24BCP05C - TADS PARKING LOT EXPAI	NSION DDO IECT			
QTY:	UNIT:	DESCRIPTION:	COST:	TOTAL:		
GENERAL CONDITIONS						
	LS	Mobilization				
	LS	Bonds				
	-	TOTAL GENERAL CONDITIONS	\$			
		EROSION COONTROL MEASURES				
	EA	Stabilized Construction Entrance				
	EA	Concrete Washout				
	EA	Staging & Spoils				
	LF	Silt Fence				
		TOTAL EROSION CONTROL MEASURES	\$			
		SITE IMPROVEMENTS				
	SY	2.5" Asphaltic Concrete (HMAC)				
	SY	9" Crushed Limestone Base				
	SY	6" Lime-Treated Subbase				
	LF	Concrete Curb and Gutter				
	LF	Sawtooth Curb and Gutter				
	EA	Barricade, Signs, and Site Striping				
		TOTAL SITE IMPROVEMENTS	\$			
		GRADING IMPROVEMENTS				
	AC	Clearing/Grubbing and Demolition				
	AC	Mow Site				
	CY	Cut				
	CY	Fill				
		TOTAL GRADING IMPROVEMENTS	\$			
	тот	AL CONSTRUCTION COST \$				

## Appendix B – Bid Verification

Submittal Checklist: (To determine validity of Bid - all bids received without the following items will be considered non-responsive and will be rejected. Forms from previous solicitations for goods or services will not be used in place of the required forms for this RFB)

\_\_\_\_\_Appendix A (Pages 9 through 18) must be completed, signed and included in the Bid submittal.

\_\_\_\_\_Appendix B (Pages 19 through 26) must be completed, signed and included in the Bid submittal.

\_\_\_\_\_Appendix C – Conflict of Interest Form (CIQ Form) (Page 27) must be completed, signed and included in the Bid submittal.

\_\_\_\_\_Appendix E – HB 89 Verification Form (Page 32) must be completed, signed and included in the Bid submittal.

\_\_\_\_\_Certificate of Insurance showing Proof of Contractor's Ability to Meet the Insurance Requirements (Page 24).

\_\_\_\_\_Signed Addendum(s) (If any are issued by Owner).

All Bids submitted to Bastrop County shall include this page with the submitted Bid.				
<b>RFB Number:</b>	RFB 24BCP05C			
Project Title:	TADS Parking Lot Expansion Project			
Submittal Deadline:	2:00 P.M. (CST), May 21, 2024			
Submit hard- copies to:	MAIL: Bastrop County Purchasing Depa Attn: Leon Scaife 1501 Business Park Drive Bastrop Texas, 78602	rtment: E / 1 E	HAND DELIVER: Bastrop County Purchasing Department: Attn: Leon Scaife L501 Business Park Drive Bastrop Texas, 78602	
	Bidder Infor	mation:		
Bidder's Legal Name:				
Address:				
City, State & Zip				
Federal Employers Identification Number #				
Bidder's Point of Contact:				
Phone Number:	F	ax Number:		
E-Mail Address:				
	Bidder Autho	orization		
I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into a contract on behalf of the Bidder. Printed Name and Position of Authorized Representative:				
Signature of Authorized Re	presentative:			
Signed this(da	ay) of	(month),	(year)	

## I. CONTRACT AWARD INFORMATION:

#### A. Term of Contract

Any contract resulting from this RFB shall be effective from the date that the contract is signed and executed and shall remain in effect for 60 calendar days.

## B. Federal, State and/or Local Identification Information

- 1) Centralized Master Bidders List registration number:
- 2) Prime contractor HUB / MWBE registration number:
- 3) Employer Identification Number (EIN)/Federal Tax Identification Number:\_\_\_\_\_
- 4) An individual Bidder acting as a sole proprietor must also enter the Bidder's Social Security Number:

## II. <u>CONTRACT TERMS AND CONDITIONS.</u> EXCEPT WHERE BIDDER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED BID, ANY CONTRACT RESULTING FROM THIS RFB WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH BIDDER HEREBY ACKNOWLEDGES, AND TO WHICH BIDDER AGREES BY SUBMITTING A BID:

## 1. Standard Terms and Conditions

- A. <u>Taxpayer Identification</u>: Bidders must provide the County with a current W-9 before any goods or services can be procured from the Bidder.
- B. <u>Governing Law and Venue</u>: All Bids submitted in response to this solicitation and any resulting contract shall be governed by, and construed in accordance with the laws and court decisions of the State of Texas. Any legal or equitable actions arising from this request for Bids or any resulting contract shall be brought before an appropriate court located in the Bastrop County.
- C. <u>Resolution of Program Non-compliance and Disallowed Costs:</u> In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. [This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits or any other item of concern to the parties. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.
- D. <u>Termination for Cause:</u> The occurrence of any one or more of the following events will justify termination of the contract by the County for cause:
- i. The successful Bidder fails to perform in accordance with the provisions of these specifications; or **Bastrop County RFB 24BCP05C** Page 20

- ii. The successful Bidder violates any of the provisions of these specifications; or
- iii. The successful Bidder disregards laws or regulations of any public body having jurisdiction; or
- iv. The successful Bidder transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the County.
- v. If one or more of the events identified in Subparagraphs I (i) through (iv) occurs, the County may, terminate the contract by giving the successful Bidder seven (7) Calendar days written notice. In such case, the successful Bidder shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful Bidder shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
- vi. When the contract has been so terminated by the County, such termination shall not affect any rights or remedies of the County then existing or which may thereafter accrue.

A "Termination for Cause" clause will be added to selected Bidder's contract with Bastrop County.

E. <u>Termination for Convenience</u>: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed; to the extent said services are satisfactory.

A "Termination for Convenience" clause will be added to selected Bidder's contract with Bastrop County.

- F. <u>Force Majeure</u>: To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with Bastrop County.
- G. <u>Compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)</u>: Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress. officer or employee of Congress , or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352</u>. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- H. <u>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)</u>: Where applicable , all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) . Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

I.Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387):Bastrop County-RFB 24BCP05C-Page 21

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- J. <u>Affirmative Action/EOE:</u> Bastrop County is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for of the Housing and Urban Development Act of 1968 (12U.S.C. 1701u) as amended. See Appendix F - Bastrop County Section 3 Resolution. During the performance of an awarded contract, the contractor agrees as follows:
  - 1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places. Available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - 2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - 3. The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This Provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a forma I complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent w1th the contractor's legal duty to furnish information.
  - 4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - 5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - 6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance w1th such rules, regulations and orders.
  - 7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in

Executive Order 11246 of September 24, 1965, and such other sanctions may be 1mposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- 8. The contractor will include the portion of the sentence Immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however. That in the event a contractor becomes involved in. or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- 9. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government wh1ch does not participate in work on or under the contract.
- 10. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations. and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance , and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- 11. The applicant further agrees that it will refra1n from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order . In addition, the applicant agrees that if it fails or refuses to comply with these undertakings. the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan. insurance. guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.
- 12. Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause 1n each of its nonexempt subcontracts.
- K. <u>Payment Terms</u>: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by Bastrop County, payment terms for the County are Net 30 days upon receipt of invoice after receipt of goods or services. A 5% retainage will be held from each invoice until the completion of the project. Pay applications must be submitted to the Bastrop County Purchasing Department for approval and processing for payment. Bastrop County will pay based on percentage of completion at the time of pay application submission pending verification from the Bastrop County Road and Bridge Precinct Commissioner. Final approval will be based on an inspection of the project for verification of compliance with all aspects of the scope of work listed within Appendix A of this RFB. The work performed in accordance with this contract shall be paid for using unit

pricing (per ton of material to include all other cost associated with completing the project). This price is full compensation for all task listed in the bid submitted by the vendor and must include all necessary fees, charges and bonds needed to complete this work. Bastrop County will NOT pay any fees to the vendor other than the agreed upon unit price. Contractor shall submit written proof of the quantity of material used with each invoice for verification of invoice cost.

- L. <u>Liquidated Damages</u>: Should the **CONTRACTOR** fail to complete the requirements set forth in the scope of work, Bastrop County will suffer damage. The amount of damage suffered by Bastrop County is difficult, if not impossible, to determine at this time. Therefore, the CONTRACTOR shall pay Bastrop County, as liquidated damages, the following:
  - The **CONTRACTOR** shall pay Bastrop County, liquidated damages, \$100 per day for each day past the specified completion date.
  - The **CONTRACTOR** shall pay Bastrop County, liquidated damages, \$1500 per incident where the **CONTRACTOR** fails to repair damages that are caused by the **CONTRACTOR** and/or sub-contractor(s). Application of liquidated damages does not release the **CONTRACTOR** from the responsibility of resolving or repairing all damages.
  - The amounts specified above are mutually agreed upon as reasonable and the proper amount of liquidated damages Bastrop County would suffer in the aforementioned examples.
- M. <u>Warranty of Products and Services</u>: All products or services furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this bid, to the satisfaction of County and in accordance with the manufacturers specifications, terms, and conditions of the scope of work (Appendix A), and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- N. <u>Funding</u>: State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Orders or other obligations that may arise beyond the end of the current fiscal year shall be subject to approval of budget funds.
- O. <u>Taxes:</u> The County is exempt from all federal excise taxes and all state and local sales and use taxes. If such taxes are listed on a Bidder's invoice, they will not be paid.
- P. <u>Insurance</u>: The Bidder, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as County may require:
  - 1. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
  - Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;
  - 3. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.

Contractor shall submit proof to Bastrop County that said contractor has the ability to meet all insurance requirements listed above.

Indemnification: Bidder agrees to defend, indemnify and hold harmless the County of Bastrop, all of its S. officers, agents, employees, appointees and volunteers from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs, related expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Bidder's breach of any of the terms or provisions of any contract awarded as a result of this solicitation, or by any negligent or strictly liable act or omission of the Bidder, its officers, agents, employees, or subcontractors, in the performance of an awarded contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the County, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of the Bidder and County, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the County under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

## **\*\*THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY\*\***

IN SUBMITTING A RESPONSE TO THIS RFB, THE RESPONDENT AGREES THAT IT WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST THE COUNTY, THE COUNTY'S EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND THE MEMBERS OF THE COUNTY'S GOVERNING BODY IN CONNECTION WITH OR ARISING OUT OF THIS RFB, INCLUDING, THE ADMINISTRATION OF THE RFB, THE BASIS FOR SELECTION, THE EVALUATIONS OF THE RESPONSES, THE METHOD USED FOR SELECTION, AND ANY DISCLOSURE OF INFORMATION REGARDING THE RESPONSES OR EVALUATIONS. THE SUBMISSION OF A BID CONSTITUTES THE ACCEPTANCE BY THE RESPONDENT OF THE EVALUATION TECHNIQUE DESCRIBED IN THIS RFB. THE PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES THAT THE SIGNER HAS AUTHORITY TO SUBMIT THE BID ON BEHALF OF THE BIDDER AND TO BIND THE BIDDER TO ANY RESULTING CONTRACT

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL REQUIREMENTS SETFORTH IN THIS REQUEST FOR BIDS:

Authorized Signatory for Contractor:

Name of Company:

Date:

-

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ			
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY			
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received			
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. <i>See</i> Section 176.006(a-1), Local Government Code.				
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.				
1 Name of vendor who has a business relationship with local governmental entity.				
2 Check this box if you are filing an update to a previously filed questionnaire. (The law re completed questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.)	s day after the date on which			
3 Name of local government officer about whom the information is being disclosed.				
Name of Officer				
<ul> <li>4 Describe each employment or other business relationship with the local government offi officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship wit Complete subparts A and B for each employment or business relationship described. Attac CIQ as necessary.</li> <li>A. Is the local government officer or a family member of the officer receiving or I</li> </ul>	h the local government officer. h additional pages to this Form			
other than investment income, from the vendor?				
Yes No				
B. Is the vendor receiving or likely to receive taxable income, other than investment of the local government officer or a family member of the officer AND the taxable local governmental entity?				
Yes No				
<ul> <li>Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</li> </ul>				
6 Check this box if the vendor has given the local government officer or a family member as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.0				
Signature of vendor doing business with the governmental entity	Date			

## CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

## Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

 $(\bar{\textbf{i}})$  a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

## Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

## **Implementation of House Bill 1295**

## Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies (with a few exceptions) only to a contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

## **Changed or Amended Contracts:**

Form 1295 is only required for a change made to an existing contract in certain circumstances: (1) if a Form 1295 was not filed for the existing contract, then a filing is only required if the changed contract either requires an action or vote by the governing body or the value of the changed contract is at least \$1 million; or (2) if a Form 1295 was filed for the existing contract, then another filing is only required for the changed contract if there is a change to the information disclosed in the Form 1295, the changed contract requires an action or vote by the governing body, or the value of the changed contract increases by at least \$1 million.

As required by law, the Commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The Commission also adopted rules (Chapter 46) to implement the law. The Commission does not have any additional authority to enforce or interpret section 2252.908 of the Government Code.

## Filing Process:

A business entity must use the Form 1295 filing application the Commission created to enter the required information on Form 1295 and print a copy of the completed form. Once entered into the filing application, the completed form will include a unique certification number, called a "certification of filing."

An authorized agent of the business entity must sign the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

The completed, printed, and signed Form 1295 bearing the unique certification of filing number must be filed with the governmental body or state agency with which the business entity is entering into the contract.

## Acknowledgement by State Agency or Governmental Entity:

The governmental entity or state agency must acknowledge receipt of the filed Form 1295 with the certification of filing, using the Commission's filing application, not later than the 30th day after the date the governing body or state agency receives the Form 1295. The Commission will post the completed Form 1295 to its website within seven business days after the governmental entity or state agency acknowledges receipt of the form.

## **Changes to Form 1295**

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

## What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- A sponsored research contract of an institution of higher education;
- An interagency contract of a state agency or an institution of higher education;

- A contract related to health and human services if: o the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract;
- A contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;\*
- A contract with an electric utility, as that term is defined by Section 31.002, Utilities Code;\* or
- A contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.\*

The newly exempt contract types are marked with an asterisk.

#### Why do I need to include my date of birth and address when I sign Form 1295? Was this always the case?

In 2017, the legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The change in the law applies to contracts entered into, renewed, or amended on or after January 1, 2018. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018.

## Will my date of birth and address appear on the TEC's website when I file the form?

No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also Paxton v. City of Dall., No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at \*10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here).

CERTIFICATE OF INTE	RESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if the Complete Nos. 1, 2, 3, 5, and 6	ere are interested parties. if there are no interested parties.	0	FFICE USE ONLY	
1 Name of business entity filing form, a entity's place of business.	and the city, state and country of the bu	usiness	USIFILE	
2 Name of governmental entity or stat which the form is being filed.	e agency that is a party to the contract	for	US'	
3 Provide the identification number us and provide a description of the serv	sed by the governmental entity or state vices, goods, or other property to be pr		identify the contract, ontract.	
4 Name of Interested Party	City, State, Country	Nature of Inter	rest (check applicable)	
Nume of interested Farty	(place of business)	Controlling	Intermediary	
	×V/1			
	, Or			
	* NNNN. * NNNN.			
	NN.			
	$\delta$			
	2			
lij				
5 Check only if there is to interes	ted Party.			
6 UNSWORN DECLARATION				
My name is	, and my dat	e of birth is		
My address (street) (street) L declare under penalty of perjury that the for	regoing is true and correct.	,,, _,, _	, o code) (country)	
Executed in County,	State of , on the day	of, 2 (month)	20 (year)	
	Signature of authorize	d agent of contracting (Declarant)	business entity	
ADD ADDITIONAL PAGES AS NECESSARY				

Γ

## House Bill 89 VERIFICATION

I, \_\_\_\_\_, the undersigned representative of \_\_\_\_\_\_\_, thereafter referred to as company)

being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company namedabove, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with Bastrop County, Texas.

Pursuant to Section 2270.001, Texas Government Code:

- "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiaryt, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE day of	, 20, personally
appeared	, the above-named
person, who after by me being duly sworn, di	d swear and confirm that the above
is true and correct.	

NOTARY SEAL

NOTARY SIGNATURE

#### RESOLUTION

AN AMENDMENT TO A RESOLUTION OF THE COMMISSIONERS' COURT OF THE COUNTY OF BASTROP, TEXAS DATED APRIL 22, 2013 AUTHORIZING THE COUNTY JUDGE OR HIS DESIGNEE TO IMPLEMENT A SECTION 3 PROGRAM, WHICH TO THE GREATEST EXTENT FEASIBLE, WILL PROVIDE JOB TRAINING, EMPLOYMENT, AND CONTRACTING OPPORTUNITIES FOR SECTION 3 BUSINESSES OF THE AREA IN WHICH THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT (TXCDBG) PROGRAM/PROJECT IS BEING CARRIED OUT.

WHEREAS; Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, requires that Bastrop County ensure that training, employment and other economic opportunities generated by certain HUD financial assistance for housing and Community Development Programs shall, to the greatest extent feasible, be given to low- and very low- income persons, particularly those who are recipients of governmental assistance for housing, and to businesses that provide economic opportunities for these persons, and

WHEREAS; the County of Bastrop has been grant funded for various projects under the Texas Community Development Block Grant Program (CDBG), and

WHEREAS; the County of Bastrop is required to adopt a Section 3 Program as part of the requirements of the grant(s), and

WHEREAS; a Section 3 resident is defined as a public housing resident and/or a low to very-low income person who lives in an area where a CDBG assisted project is located, and

WHEREAS; a Section 3 business is defined as a business that has a Section 3 resident own at least 51 percent or more of the business or have at least 30 percent of the permanent, full-time employees of the business identified as Section 3 residents, and

WHEREAS; the County of Bastrop will strive to attain goals for compliance with Section 3 regulations;

NOW THEREFORE BE IT RESOLVED BY THE COMMISSIONERS' COURT OF BASTROP COUNTY, TEXAS:

- The COMMISSIONERS' COURT has reviewed and hereby agrees to Implement the following steps, which, to the greatest extent feasible, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the area in which the CDBG program/project is being carried out.
- 2. The COMMISSIONERS' COURT hereby agrees to strive to attain goals for compliance with Section 3 regulations by increasing opportunities for employment and contracting with Section 3 residents and businesses where feasible.
- 3. The COMMISSIONERS' COURT hereby agrees to assign duties related to implementation of this plan to the designated Section 504 and Equal

Opportunity/Fair Housing Officer.

- 4. The COMMISSIONERS COURT hereby delegates to the County Judge the authority to implement measures that comply with the Section 3 goals and to assign duties for carrying out these measures to County personnel and/or third party consultant(s).
- 5. The COMMISSIONERS' COURT hereby agrees that the County will Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by CDBG grant awards through the use of: public notices; bidding advertisements and bid documents; local advertising media including public signage; and Including Section 3 clauses In all CDBG solicitations and contracts.
- 6. The COMMISSIONERS' COURT hereby agrees to maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in CDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
- 7. The COMMISSIONERS' COURT hereby agrees to maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
- 8. The COMMISSIONERS' COURT hereby agrees to require that all Prime contractors and subcontractors on CDBG projects commit to this plan as part of their contract work; monitor the contractors' performance with respect to meeting Section 3 requirements, and require that they submit reports as may be required to the Bastrop County.
- 9. The COMMISSIONERS' COURT hereby agrees to submit reports as required by the CDBG program regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of calendar year end which identify and quantify Section 3 businesses and employees.
- 10. The COMMISSIONERS' COURT hereby agrees to maintain records for the CDBG program, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.
- 11. The COMMISSIONERS COURT hereby orders that the following procedures will be implemented to assure compliance with the intent of this Resolution:
  - a. The County Judge will appoint one or more county employees to coordinate the Section 3 responsibilities for compliance and monitoring of all Section 3 activities for CDBG Disaster Recovery Program funded projects. The County may also engage the services of third party consultants to assist.
  - b. Preference shall be awarded to Section 3 Business Concerns according to the following system:

- Where the Section 3 Covered Contract is to be awarded to the lowest responsible bidder, then to the extent permitted by applicable law, the contract, if awarded, shall be awarded to the qualified Section 3 Business Concern with the lowest bid, if it is reasonable and no more than 10 percent higher than the lowest bid from any qualified source. If no bid by a qualified Section 3 Business Concern is within 10 percent of the lowest bid from any qualified source, then any contract award shall be made to the source with the lowest bid.
- 2) Where the Section 3 Covered Contract is to be awarded based on factors in addition to price, a request for proposals shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each response. The solicitation shall identify all factors to be considered, including price or cost. The rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set aside for the award to respondents who have demonstrated a commitment to meet Section 3 requirements set out below in Section 11 c. If an award is made, the contract shall be awarded to the responsible firm whose proposal provides the best value to the County, considering price and all other factors specified in the rating system.
- c. In responding to a solicitation (Request for Bids, Request for Proposals, etc.) for a Section 3 covered contract, all contractors and subcontractors are required to comply with the Bastrop County Section 3 Plan. The contractor and the County will review the Section 3 Plan procedures and applicable forms that the contractor will use to report progress toward Section 3 goals. The Section 3 requirements also apply to contracts with consultants for a Section 3 covered contract.
- d. All general contractors and/or sub-contractors shall set a goal that 30 percent of new hires will be Section 3 residents. Contractors should provide job opportunities for skilled and unskilled workers. All Contractors and Subcontractors will be required to post all new hire opportunities with the local Workforce Solutions Center, WorkinTexas.com, and Bastrop County.
- e. Bastrop County will analyze and evaluate the contractor's compliance with requirements and obligations set forth in the contract. In the event that a review reveals a contractor has not complied with Section 3 requirements, the County will undertake efforts to help the contractor achieve compliance.
- f. The contractor and or sub-contractor shall submit monthly

reports regarding the status of each Section 3 participant. An annual report will also be requested from each contractor and/or subcontractor in connection to the performance of each project. This Annual Report will document the efforts and success of all Section 3 participants and subcontractors working under the general contractor, in reaching the percentage goals for employment and business opportunities established in these policies.

- g. The contractor and/or subcontractor shall submit weeklycertified payroll reports to Bastrop County. This report shall be submitted weekly and clearly identify Section 3 Hires.
- h. Bastrop County or its consultant will conduct periodic site visits to the worksite. The Coordinator shall visibly notice each Section 3 hire on site. The general contractor will sign a monitoring form verifying that a Section 3 worker is present.
- i. Complaints regarding the County's Section 3 Program must be submitted in writing. All complaints must include the complainant's name, address, telephone number, and a brief narrative detailing the complaint, including but not limited to, the date of the alleged violation and the date the alleged violation was discovered. Complaints shall be filed within 30 calendar days after the complainant becomes aware of any alleged violation. Bastrop County will investigate every complaint. All parties involved will have the opportunity to submit testimony and/or evidence as may be available and relevant to the complaint, and a written determination will be issued within 30 days after the filing of the complaint. Filing a complaint does not terminate a contractor's Section 3 requirements. Contractors remain accountable for fulfilling the agreed upon Section 3 requirements.

As officers and representatives of the County of Bastrop, we the undersigned have read and fully agree and become a party to the full implementation of this program.

PASSED AND ADOPTED at a regular meeting of the CQMMISSIONERS' COURT of the County held on the 2015.

Paul Pape, County Judge

Rose Pietsch, County Clerk