



**REQUEST FOR BID
BIG BOW AT SPILLWAY DRAINAGE PROJECT**

RFB No: 17BCP08F

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REQUEST FOR BID BIG BOW AT SPILLWAY DRAINAGE PROJECT

RFB No.: 17BCP08F

BIDS ARE DUE on or before 12:00 pm FRIDAY, September 22, 2017.

NOTE: Bids must be time stamped by the Bastrop County Purchasing Office on or before the hour and date specified for receipt of Bids. Bids received after the date and time specified are subject to rejection.

Bids can be mailed to:

Leon Scaife
Bastrop County Purchasing Department
804 Pecan Street
Bastrop, Texas 78602

Bids can be hand delivered to:

Leon Scaife
Bastrop County Purchasing Department
803 Pine Street, Floor 1
Bastrop, TX 78602

Bids must be clearly marked on the exterior with the following:

**RFB No.: 17BCP08F – Big Bow at Spillway Drainage Project,
Bidder name and return address of the respondent.**

Bid opening will be at 12:00 pm FRIDAY, September 22, 2017 at the Bastrop County Purchasing Department at 803 Pine Street, Floor 1, Bastrop TX 78602. Bidders are welcome, but not required to attend the bid opening.

BASTROP COUNTY, TEXAS

Request for Bid (“RFB”)

BIG BOW AT SPILLWAY DRAINAGE PROJECT RFB No.: 17BCP08F

1.0 Standard Terms and Conditions

1.1 Application

These standard terms and conditions shall apply to all County of Bastrop (hereafter “County”) solicitations and procurements, unless specifically accepted in the solicitation specifications.

1.2 Requirements

By submitting a bid, the respondent 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.

1.3 Legal Compliance

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.

1.4 Right to Refuse Bid

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.

1.5 Estimated Quantities

If the solicitation calls for unit pricing on specific items, the quantities described for each item are estimates only and not guaranteed amounts. 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.

1.6 Modifications and Addendums

The County shall have the right to modify any of the solicitation documents prior to submission deadline and will endeavor to notify potential bidders, but failure to notify shall impose no liability or obligation on the County. All modifications and addendums must be in written form prepared by the County department issuing the solicitation. Bidders are responsible for incorporating any and all modifications and addendums into their bid responses.

1.7 Interpretation of Solicitation Documents

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.

1.8 Late Bids

Bids must be received in the Purchasing Office by the time specified in the solicitation. The County will not accept late bids and is not responsible for the lateness or non-delivery of bids by the Postal Service or any private delivery firm. The time/date stamp in the Purchasing Office shall be the official time of receipt.

1.9 Minor Irregularities

The County reserves the right to waive any minor irregularities that do not materially affect the scope or pricing of submitted bids.

1.10 Responsiveness of Bids

The County wants to receive competitive bids, but will declare “non-responsive” bids that fail to meet significant requirements outlined in the solicitation documents.

1.11 Discrepancies and Errors

In the case of a discrepancy between the unit price and the extended total for a bid item, the unit price will prevail. The unit prices of bids that have been opened may not be changed for the purpose of correcting an error in the bid price.

1.12 Identical Bids

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).

1.13 Alternative Bids

Alterations may be made before the bid opening, but must be initialed by the bidder guaranteeing authenticity. After the official bid opening, bids may not be amended or altered without the recommendation of the Purchasing Agent and the approval of the Commissioner’s Court.

1.14 Withdrawal of Bids

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.

1.15 Disqualification of Bidder

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.

1.16 Waiver of Formalities

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.

1.17 Cost of Bid

The cost of submitting bids shall be borne by the bidders, and the County will not be liable for any costs incurred by a bidder responding to this solicitation.

1.18 Inclusive Pricing

Bid pricing is to include all expenses, fees and charges related to the delivery of the specified goods or services. The County will not pay any additional charges other than the bid price unless requested by the County on the bid response sheet.

1.19 Firm Prices

Unless otherwise stated in the specifications, bidder's prices remain firm for 120 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 120 days of bid opening, the Contractor and the County may mutually agree to extend the firm price period.

1.20 Taxpayer Identification

Bidders must provide the County with a current W-9 "Request for Taxpayer Identification and Certification" before goods or services can be procured from the bidder.

1.21 Taxes

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. Additionally, bidders cannot use the County's tax exemption status to purchase goods or services related to this solicitation.

1.22 Payment

Payment will be made after receipt of all invoiced services. Bidder will be paid within thirty days of date invoice is received.

1.23 Outstanding Liabilities

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-responsible and not given further consideration if submitted by a bidder with such outstanding liabilities.

1.24 Offset

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.

1.25 Independent Vendors

It is expressly agreed and understood by both parties that the County is contracting with the successful bidder as an independent vendor. The County shall not be liable for any claims which may be asserted by any third party occurring in connection with services performed by the successful bidder, and the successful bidder has no authority to bind the County.

1.26 Governing Law

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.

1.27 Controlling Document

In the case of a discrepancy between this solicitation and the formal contract, the formal contract will prevail and control.

1.28 Assignment

Bidder shall not assign, transfer, or pledge a contract awarded under this solicitation, in whole or in part, without the prior written consent of the County's Purchasing Agent. Assignment of this contract, if approved by the County, shall not relieve the bidder's obligations under the contract. Approval by the County of one assignment shall not constitute approval of any future assignment of the contract.

1.29 Force Majeure

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.

1.30 Termination

If an awarded bidder fails in any manner to fully perform each and all of the terms, conditions and covenants of a contract awarded by this solicitation, he shall be in default and notice of default shall be given to the bidder by the County's Purchasing Agent. In the event that the Contractor continues in default for a period of seven (7) days after receipt of the above-mentioned notice of default, the County may terminate or cancel the contract. The County may also cancel a contract for convenience and without cause with thirty days' notice. In any cancellation of contract, the County will pay the bidder for all goods received and accepted, and for all services provided and accepted up to and including the date of termination.

1.31 Term of Contract

If the bid is accepted and approved by Commissioners Court, then the bid documents and bid form become the contract and there are no oral agreements either expressed or implied. This contract will be awarded to the most responsive and best value vendor at the September 25, 2017 Bastrop County Commissioner's Court regular session. This contract will have a termination date of no later than Forty-Five (45) days from the date of the Notice to Proceed letter given to the Contractor from Bastrop County. The cost of the services submitted in response to this request for bids (RFB 17BCP08F) cannot increase, unless the increase is warranted and approved by the

Bastrop County Commissioner for Precinct #2 and is presented and approved in Bastrop County Commissioner's Court.

1.32 Indemnification

Bidder shall defend, indemnify, and hold harmless the County of Bastrop, its officers, agents, employees, appointees and volunteers against any and all claims, lawsuits, judgments, costs and 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.

1.33 Venue

The obligations of all parties under a contract awarded through this solicitation are performed in Bastrop County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be within Bastrop County, Texas.

1.34 Funding

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.

1.35 Solicitation Results

The County normally posts solicitation results on-line after bids are received and approved in Commissioner's Court. The County's website is www.co.bastrop.tx.us. 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.

1.36 Public Information

The County is a governmental body subject to the Texas Public Information Act (Chapter 552 of the Texas Government Code). Any information submitted to the County with regard to this RFB is presumed to be information and available to the public. Any information or materials submitted to County that the Respondent considers confidential, including, but not limited to, financial information, must be clearly marked "CONFIDENTIAL" on each page or portion of a page of material that contains confidential information. If a request is made under the Texas Public Information Act for information marked Confidential, County will endeavor to advise the Respondent of the request in time to file an Open Records decision. If requested by the Respondent, the County will request an Open Records Decision or Ruling from the Texas Attorney General's Office, but the Respondent, at Respondent's sole cost and expense, will be responsible for asserting any appropriate exceptions to disclosure and providing any information, at the Respondent's

expense, to support the Respondent's position. The County will abide by the decision of the Texas Attorney General.

1.37 Affirmative Action/EOE

Bastrop County is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for Section 3 of the Housing and Urban Development Act of 1968 (12U.S.C. 1701u) as amended. *See Attached Bastrop County Section 3 Resolution*

1.38 Contact Person for Inquiries

Questions regarding this RFB should be directed to the County's Purchasing Agent as identified below BY EMAIL. If the County believes that a response is required, the County will provide a response by addendum which will be posted to the County's website. The final date and time for questions and inquiries is September 05, 2017, at 5PM.

All questions should be addressed **BY EMAIL** to:

Leon Scaife, Purchasing Agent
purchasing@co.bastrop.tx.us

2.0 General Information & Requirements.

2.1 Request for Bid

Bastrop County is seeking to enter into a construction contract with a competent contractor to demolish all remaining debris from the concrete low water crossing and concrete box culvert that were damaged by the flooding that occurred from Hurricane Harvey, prepare and grade site for construction of new drainage structure and construct new concrete low water crossing. The contractor will also be responsible for placing the owner provided Rip Rap along the downstream side of the low water crossing. This construction contract will remain in effect for Forty-Five (45) CALENDAR days from the start of work date, which shall be within ten (10) days of the Notice to Proceed date. All bid pricing shall remain the same for the duration of this contract.

2.2 Scope of Work

SEE ATTACHMENT A

Bastrop County Road and Bridge Precinct #2 has a damaged concrete low water crossing in which the demolition of the existing structures must be completed and the debris removed, before site preparation and grading can take place. Once the site has been prepared for concrete, then a new low water crossing (see Attachment A for concrete and rebar specifications) can be formed and poured. After the completion of the new drainage structure the contractor will be responsible shaping the embankment on the downstream side of the drainage structure and will place owner provided Rip Rap for slope protection.

Contractor is responsible for concrete sampling including compressive strength testing. Test reports will be provided to the Bastrop County Commissioner for Precinct #2. Bastrop County Precinct #2 Road and Bridge crew will provide traffic control devices and set up the traffic control plan for these projects.

2.3 Control of The Work

Furnish all materials and perform work in reasonably close conformity with the scope of work referenced in RFB 17BCP08F. Vendor must obtain written approval before deviating from the scope of work provided in this request for bids. Failure to promptly notify Bastrop County of 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.

2.4 Legal Relations and Responsibilities

Vendor shall maintain adequate records to justify all charges, expenses and costs incurred in performing the Services for a period of at least three (3) 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 Vendor in the course of the administration and performance of the Contract. This information shall be made accessible at Vendor's local place of business in the County's jurisdiction, for purposes of inspection, reproduction and audit without restriction.

2.6 Compliance With The Davis-Bacon Act

The Davis-Bacon Act requires payment of prevailing wages (See Attachment F – Current Prevailing Wage Rates by the Department of Labor) on federally funded or assisted construction projects. The Davis-Bacon Act applies to each federal government or District of Columbia contract in excess of \$2,000 for the construction alteration, or repair (including painting and decorating) of public buildings or public works. Many federal laws that authorize federal assistance for construction through grants, loans, loan guarantees, and insurance are Davis-Bacon “related Acts.”

2.7 Measurement and Payment

The work performed in accordance with this contract shall be paid for using lump sum pricing. This price is full compensation for all task listed in the bid submitted by the vendor and must include all necessary fees, bonds and charges needed to complete this work. Bastrop County will NOT pay any fees to the vendor other than the agreed upon bid price. Pay applications must be submitted to the Bastrop County Precinct #2 Commissioner 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 Precinct #2 Commissioner based on a Net 30 date.

2.8 Evaluation Criteria

All bids should be based on a unit price. Bastrop County will score all eligible respondents based on their proposed price. The contract will be given to the lowest/best value bidder that complies with all requests for bid items and requirements set forth by Bastrop County. The Bastrop County Commissioners Court will make the final selection and award. The County has the right to reject any or all Responses.

2.9 Liquidated Damages

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:

- a) The **CONTRACTOR** shall pay Bastrop County, liquidated damages, \$500 per day for each day past the specified completion date (See Section 2.3 SCOPE OF WORK for a list of completion dates).
- b) The **CONTRACTOR** shall pay Bastrop County, liquidated damages, \$500 per incident where the **CONTRACTOR** fails to repair damages that are caused by the **CONTRACTOR** or sub-contractor(s). Application of liquidated damaged does not release the **CONTRACTOR** from the responsibility of resolving or repairing damages.

- c) 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.

2.10 Insurance Requirements

Contractor shall furnish a certificate of insurance showing that the Contractor maintains a Contractor's insurance carrier authorized to do business in the State of Texas by the State Board of Insurance. Said certificate shall include a clause obligating the Insurer to give ten days' prior written notice of any material change in the insurance including cancellation. The policy should also show Bastrop County as an additional insured entity. The following are the types of coverages and the limits set by the State of Texas that shall be maintained:

1. Worker's Compensation Insurance
2. Comprehensive General Liability Insurance in the following amounts:
 - i. General Aggregate \$ 1,000,000.00
 - ii. Products-Comp/Ops Aggregate \$ 1,000,000.00
 - iii. Personal & Advertising Injury \$ 1,000,000.00
 - iv. Each Occurrence \$ 1,000,000.00
 - v. The Comprehensive General Liability Insurance must include liability coverage for:
 - a) Bodily injury,
 - b) Personal Injury,
 - c) Independent Vendor,
 - d) Blanket Contractual,
 - e) Product,
 - f) Fire,
 - g) Medical Expense, and
 - h) Complete Operations.
3. Comprehensive Automobile Liability Insurance as follows:
 - i. Bodily Injury \$1,000,000 per person
 - ii. Personal Injury \$1,000,000 per accident
 - iii. Property Damage \$1,000,000 per accident

2.11. Payment and Performance Bonds

Payment and Performance bonds shall be required and issued for this contract should the total lump sum reach the State of Texas threshold for public works projects. The CONTRACTOR agrees that within ten (10) days after written notice to proceed is sent to them by Bastrop County, a Payment Bond will be executed and delivered to Bastrop County for the amount of one hundred percent (100%) of the estimated contract total, should the contract total meet and/or exceed twenty-five thousand dollars (\$25,000). A Performance bond in an amount of one hundred percent (100%) of the estimated contract price should also be executed and delivered to Bastrop County should the contract amount meet and/or exceed one hundred thousand dollars (\$100,000). The Performance and Payment Bond must be maintained throughout the contract execution period. At the completion of all work, the Payment and Performance Bond shall be released. Cost of all bonds must be included in the proposed unit pricing. Payment for services will not be made until receipt of all required bonds have been made to Bastrop County.

3.0 Submission of Bids

3.1 Required Documents for Bid Submission:

ALL BIDS RECEIVED WITHOUT THE FOLLOWING ITEMS WILL BE CONSIDERED NON-RESPONSIVE AND WILL BE REJECTED

- a. Bid (Attachment B – Bid Form)
- b. Vendor Information Form (Attachment C)
- c. Conflict of Interest Form (Attachment D)
- d. Anti-Lobbying Certification (Attachment E)
- e. Contractor’s Certification Of Recovered Material (Attachment F)
- f. House Bill 89 Verification (Attachment G)
- g. Certificate of Insurance

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 PROPOSAL CONSTITUTES THE ACCEPTANCE BY THE RESPONDENT OF THE EVALUATION TECHNIQUE DESCRIBED IN THIS RFB.

Bastrop County Precinct 2 Spillway at Indian Lake Project

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Add Alternate Embankment Specification	Pages 15-18

Bastrop County Precinct 2 Spillway at Indian Lake Project

Scope of Work

1. Embankment Material will be delivered to the site by Bastrop County. The contractor shall bid the Embankment on a per cubic yard basis, placed and compacted as directed by the Precinct 2 Commissioner or Foreman. Tickets will be provided to the contractor daily in order to determine the quantity of material delivered to the site.
2. Road Base per specifications and drawings on a per cubic yard basis delivered, placed and compacted to a depth of 6" below all concrete work and between the low water crossing and roadway to tie into existing roadway.
3. Excavate grade beams and toe and Fine Grade site for the concrete low water crossing to $\pm 1"$.
4. Construct concrete low water crossing as shown on the contract drawings and per the specifications.
5. 3 x 5 & 1 x 12 Rock Rip Rap will be delivered to the site by Bastrop County. The contractor shall bid the Rock Rip Rap on a cubic yard basis, placed along slope protection (3 x 5) and placed along the Toe (1 x 12). Tickets will be provided to the contractor daily in order to determine the quantity of material delivered to the site.
6. Shape Downstream Embankment (with an Excavator of sufficient reach) on a per operated hour (wet) rate to achieve stable slopes (approximately 3:1 as directed by the Precinct 2 Commissioner or Foreman
7. Erosions Mat per specifications and drawings on a per square yard basis delivered and placed on disturbed areas of the upstream and downstream sides of the embankment and spillway, as directed by the Precinct 2 Commissioner or Foreman.
8. Seed all disturbed areas per specifications

Bastrop County Precinct 2 Spillway at Indian Lake Project

General Notes and Specifications Spillway at Indian Lake

1. Embankment Material shall be provided by Bastrop County to the site in close proximity to the work.
2. Road Base shall meet TxDot Specification 247 – Flex Base (attached) or Recycled Concrete as approved by the County
3. Concrete shall be 4000 psi unless otherwise noted on the drawings
4. Reinforcing steel shall be ASTM A36 Grade 60
5. Rip Rap Material shall be provided by Bastrop County to the site in close proximity to the work.
6. Contractor shall visit each site to verify existing dimensions and natural flow grades for determining appropriate final finished grade and the corresponding quantities of dirt work necessary to achieve final grade. The final grade at each site is the natural flow of the spillway and is to be confirmed and approved with the County Commissioner or Foreman prior to beginning any concrete work.
7. Final downstream slopes and grades will be determined in the field by Bastrop County
8. Seed both the TxDot Item 164 Seeding for Erosion Control “Permanent Rural Seed Mix” for the Austin Area as shown on the attached as well as the “Temporary Cool Seeding” for the Austin Area at the rates shown times 1.25. (25% greater)

Bastrop County Precinct 2 Spillway at Indian Lake Project

Bid Sheet

Embankment (placed & compacted)	_____ /CYD
Excavator (operated – wet)	_____ /Hr
Road Base (delivered, placed & compacted)	_____ /CYD
Excavate GB and Fine Grade for all Concrete work	_____ Lump Sum
Concrete Low Water Crossing	_____ Lump Sum
Rip Rap 3 x 5 (placed)	_____ /CYD
Rip Rap 1 x 12 (placed)	_____ /CYD
Erosion Mat (delivered and placed)	_____ /SYD
Seeding – Permanent Mix (delivered and placed)	_____ /LB
Seeding – Temporary Mix (delivered and placed)	_____ /LB
Add Alternate Embankment Hauled And Delivered by Contractor Per TX Dot Specification Item 132	_____ /CYD

247 - FLEXIBLE BASE

SPECIFICATION REQUIREMENTS

- 1) Typical sections, lines and grades must be shown on the plans.
- 2) Width, depth and courses must be shown on typical sections or provided on the plans.
- 3) Compaction will be by "Density Control" method as shown on the plans.
- 4) Type D material requirements must be shown on the plans.
- 5) Grade 6 requirements must be shown on the plans.
- 6) For measurement Class 4 and Class 5, no payment will be made for thickness or width of flexible base exceeding that shown on the typical sections or provided on the plans.
- 7) Measurement Class 4 and 5 are plans quantity measurement Items.

OPTIONAL REQUIREMENTS

- 1) Pilot grading may be required when shown on the plans.
- 2) Proof Rolling may be required when shown on the plans and will be paid for in accordance with Item 216.
- 3) Additives shall not be used to alter soil constants or strengths shown in Table 1, unless otherwise shown on the plans.
- 4) Unless otherwise shown on the plans, the base material shall have a minimum bar linear shrinkage of 2% as determined by Tex-107-E, Part II.
- 5) When lightweight aggregates are used, the wet ball mill requirements will not apply and the lightweight aggregate shall meet the Los Angeles Abrasion, Pressure Slaking and Freeze Thaw requirements of Item 303.
- 6) When Class 2 measurement is used, a set of standard platform truck scales conforming to the requirements of Item 520 will be required.

PAYMENT DESCRIPTION

- 1) "Flexible Base (Complete in Place) (Type Specified) (Grade Specified) (Measurement Class Specified)
- 2) "Flexible Base (Roadway Delivery) (Type Specified) (Grade Specified) (Measurement Class Specified)"
- 3) "Flexible Base (Stockpile Delivery) (Type Specified) (Grade Specified) (Measurement Class Specified)"

UNITS

- CY (Class 1, 3, or 4), TON (Class 2), SY (Class 5)
 CY (Class 1), TON (Class 2)
 CY (Class 1 or 3), TON (Class 2)

REFERENCE ITEMS (204)

BIDDER MAY SUBMIT FOR APPROVAL RE-CYCLED CONCRETE GRADATION FOR COUNTY APPROVAL.

US EROSION CONTROL PRODUCTS

An L & M Supply Company

MATERIALS DATA SHEET:

US-2P10 Turf Reinforcement Mat (TRM)

Manufacturer: US Erosion Control Products, Inc.; an L & M Supply Company – Phone: 800-948-7870

Description: US-2P10 starts with 100% green polypropylene fiber that is distributed evenly between 2 black heavy weight UV stabilized nets. These nets are then stitched using black UV stabilized creating one of the highest quality blankets available on the market. The rolls are then tightly shrink wrapped and packaged to handle adverse conditions until they are installed. US-2P10 is 100% synthetic and resistant to biological and chemical degradation.

US-2P10 has been engineered as a turf reinforcement mat (TRM). Its functional longevity is greater than 36 months (which depends on environmental conditions such as light, wind, water and soil conditions).

Composition:

Matrix	Netting	Thread
100% Polypropylene Fiber	Heavy UV Stabilized	Heavy UV Stabilized
.625 lbs/SqYd	.75" x .75" Opening	1.5 inch traverse stitching

UNVEGETATED DESIGN VALUES	Value	Index Values		
		Test Property	Test Method	Value
Max Permissible Shear Stress	2.5 lb/ft ²	Mass/Unit Area	ASTM 6475	10.0 oz/yd ²
Max permissible Velocity	7.1 ft/sec	Thickness	ASTM 6525	9.2 mm
Shear relation (.06 lb/ft ²) Tau lower	n = 0.035	Tensile Strength-MD	ASTM 6818	21.2 lbs/in
Shear relation (1.2 lb/ft ²) Tau middle	n = 0.029	Elongation-MD	ASTM 6818	30.5 %
Shear relation (.06 lb/ft ²) Tau upper	n = 0.029	Tensile Strength-TD	ASTM 6818	18.0 lbs/in
		Elongation- TD	ASTM 6818	20.2%
		Light Penetration	ASTM 6567	26%
Vegetated Design Values		Value		
Max Permissible Shear Stress		12.0 lb/ft ²		
Max Permissible Velocity		15.0 ft/sec		

*Index values are average values at the time of manufacture and are characteristic of the product. For more information, please contact your nearest US Erosion Control distributor.

BIDDER MAY SUBMIT EQUAL OR BETTER FOR COUNTY APPROVAL

Leader In Erosion Control Blankets & Wattles

1034 Albany Ave. Hwy 82 W
Pearson, GA 31642
www.landmsupplyco.com

Table 1 (continued)
Permanent Rural Seed Mix

District and Planting Dates	Clay Soils		Sandy Soils	
	Species and Rates (lb. PLS/acre)		Species and Rates (lb. PLS/acre)	
12 (Houston) Jan. 15–May 15	Green Sprangletop	0.3	Green Sprangletop	0.3
	Bermudagrass	2.1	Bermudagrass	2.4
	Sideoats Grama (Haskell)	3.2	Bahiagrass (Pensacola)	10.5
	Little Bluestem (Native)	1.4	Weeping Lovegrass (Ermelo)	1.0
	Illinois Bundleflower	1.0	Lance-Leaf Coreopsis	1.0
13 (Yoakum) Jan. 15–May 15	Green Sprangletop (Van Horn)	1.0	Green Sprangletop (Van Horn)	1.0
	Sideoats Grama (South Texas)	1.0	Hooded Windmillgrass (Mariah)	0.4
	Texas Grama (Atascosa)	1.5	Slender Grama (Dilley)	1.0
	Slender Grama (Dilley)	1.0	Hairy Grama (Chaparral)	0.8
	Shortspike Windmillgrass (Welder)	0.3	Shortspike Windmillgrass (Welder)	0.2
	Halls Panicum (Oso)	0.2	Purple Prairie Clover (Cuero)	0.6
	Plains Bristlegrass (Catarina Blend)	0.2	Partridge Pea (Comanche)	0.6
	Canada Wildrye (Lavaca)	2.0	Englemann Daisy (Eldorado)	1.0
	Illinois Bundleflower (Sabine)	1.3		
	Purple Prairie Clover (Cuero)	0.6		
14 (Austin) Feb. 1–May 15	Green Sprangletop (Van Horn)	1.0	Green Sprangletop (Van Horn)	1.0
	Sideoats Grama (South Texas)	1.0	Hooded Windmillgrass (Mariah)	0.2
	Texas Grama (Atascosa)	1.0	Shortspike Windmillgrass (Welder)	0.2
	Hairy Grama (Chaparral)	0.4	Hairy Grama (Chaparral)	0.4
	Shortspike Windmillgrass (Welder)	0.2	Slender Grama (Dilley)	1.0
	Little Bluestem (OK Select)	0.8	Sand Lovegrass (Mason)	0.2
	Purple Prairie Clover (Cuero)	0.6	Sand Dropseed (Borden County)	0.2
	Engelmann Daisy (Eldorado)	0.75	Partridge Pea (Comanche)	0.6
	Illinois Bundleflower (Sabine)	1.3	Little Bluestem (OK Select)	0.8
	Awnless Bushsunflower (Plateau)	0.2	Englemann Daisy (Eldorado)	0.75
	Purple Prairie Clover		Purple Prairie Clover	0.3
15 (San Antonio) Feb. 1–May 1	Green Sprangletop (Van Horn)	1.0	Green Sprangletop (Van Horn)	1.0
	Sideoats Grama (South Texas)	1.0	Slender Grama (Dilley)	2.0
	Texas Grama (Atascosa)	1.0	Hairy Grama (Chaparral)	0.6
	Slender Grama (Dilley)	1.0	Shortspike Windmillgrass (Welder)	0.4
	Shortspike Windmillgrass (Welder)	0.2	Pink Pappusgrass (Maverick)	0.6
	Pink Pappusgrass (Maverick)	0.6	Plains Bristlegrass (Catarina Blend)	0.2
	Halls Panicum (Oso)	0.2	Hooded Windmillgrass (Mariah)	0.3
	Plains Bristlegrass (Catarina Blend)	0.2	Multi-flowered False Rhodes Grass (Hidalgo)	0.1
	False Rhodes Grass (Kinney)	0.1	(Hidalgo)	0.2
	Hooded Windmillgrass (Mariah)	0.2	Arizona Cottontop (La Salle)	
	Arizona Cottontop (La Salle)	0.2		
16 (Corpus Christi) Jan. 1–May 1	Green Sprangletop (Van Horn)	1.0	Green Sprangletop (Van Horn)	1.0
	Sideoats Grama (South Texas)	1.0	Slender Grama (Dilley)	2.0
	Texas Grama (Atascosa)	1.0	Hairy Grama (Chaparral)	0.6
	Slender Grama (Dilley)	1.0	Shortspike Windmillgrass (Welder)	0.4
	Shortspike Windmillgrass (Welder)	0.2	Pink Pappusgrass (Maverick)	0.6
	Pink Pappusgrass (Maverick)	0.6	Plains Bristlegrass (Catarina Blend)	0.2
	Halls Panicum (Oso)	0.2	Hooded Windmillgrass (Mariah)	0.3
	Plains Bristlegrass (Catarina Blend)	0.2	Multi-flowered False Rhodes Grass (Hidalgo)	0.1
	False Rhodes Grass (Kinney)	0.1	(Hidalgo)	0.2
	Hooded Windmillgrass (Mariah)	0.2	Arizona Cottontop (La Salle)	
	Arizona Cottontop (La Salle)	0.2		
17 (Bryan) Feb. 1–May 15	Green Sprangletop	0.3	Green Sprangletop	0.3
	Bermudagrass	1.5	Bermudagrass	1.5
	Sideoats Grama (Haskell)	3.6	Bahiagrass (Pensacola)	7.5
	Little Bluestem (Native)	1.7	Weeping Lovegrass (Ermelo)	0.6
	Illinois Bundleflower	1.0	Sand Lovegrass	0.6
			Lance-Leaf Coreopsis	1.0

Table 3
Temporary Cool Season Seeding

Districts	Dates	Seed Mix and Rates (lb. PLS/acre)
Paris (1), Amarillo (4), Lubbock (5), Dallas (18)	September 1–November 30	Tall Fescue 4.5 Western Wheatgrass 5.6 Wheat (Red, Winter) 34
Odessa (6), San Angelo (7), El Paso (24)	September 1–November 30	Western Wheatgrass 8.4 Wheat (Red, Winter) 50
Waco (9), Tyler (10), Lufkin (11), Austin (14), San Antonio (15), Bryan (17), Atlanta (19)	September 1–November 30	Tall Fescue 4.5 Oats 24 Wheat 34
Houston (12), Yoakum (13), Corpus Christi (16), Beaumont (20), Pharr (21), Laredo (22)	September 1–November 30	Oats 72
Ft. Worth (2), Wichita Falls (3), Abilene (8), Brownwood (23), Childress (25)	September 1–November 30	Tall Fescue 4.5 Western Wheatgrass 5.6 Cereal Rye 34

Table 4
Temporary Warm Season Seeding

Districts	Dates	Seed Mix and Rates (lb. PLS/acre)
All	May 1–August 31	Foxtail Millet 34

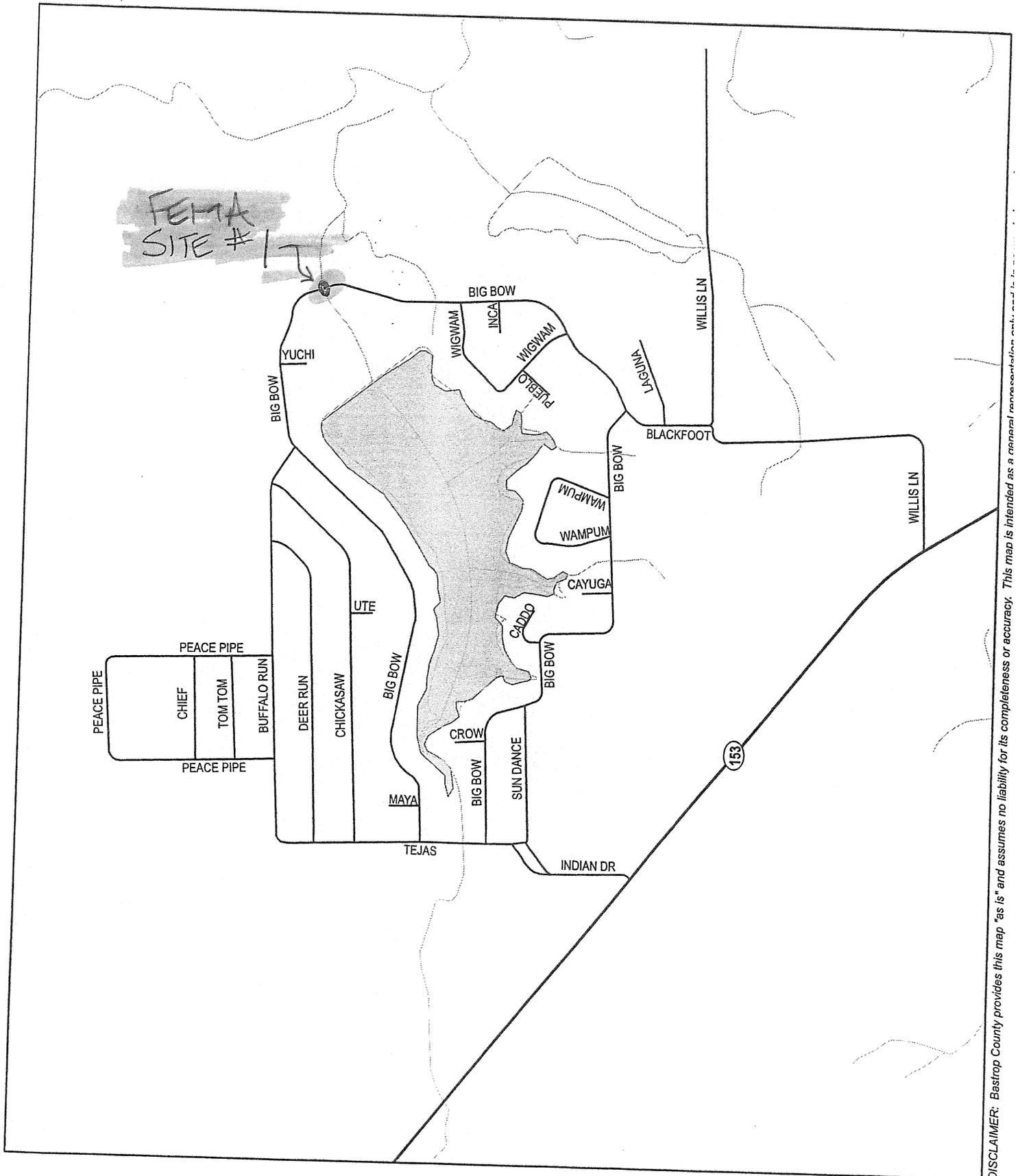
- 2.2. **Fertilizer.** Use fertilizer in conformance with Article 166.2., “Materials.”
- 2.3. **Vegetative Watering.** Use water that is clean and free of industrial wastes and other substances harmful to the growth of vegetation.
- 2.4. **Mulch.**
- 2.4.1. **Straw or Hay Mulch.** Use straw or hay mulch in conformance with Section 162.2.5., “Mulch.”
- 2.4.2. **Cellulose Fiber Mulch.** Use only cellulose fiber mulches that are on the Approved Products List, *Erosion Control Approved Products*. (<http://www.txdot.gov/business/resources/erosion-control.html>) Submit one full set of manufacturer’s literature for the selected material. Keep mulch dry until applied. Do not use molded or rotted material.
- 2.5. **Tacking Methods.** Use a tacking agent applied in accordance with the manufacturer’s recommendations or a crimping method on all straw or hay mulch operations. Use tacking agents as approved or as specified on the plans.

3. CONSTRUCTION

Cultivate the area to a depth of 4 in. before placing the seed unless otherwise directed. Use approved equipment to vertically track the seedbed as shown on the plans or as directed. Cultivate the seedbed to a depth of 4 in. or mow the area before placement of the permanent seed when performing permanent seeding after an established temporary seeding. Plant the seed specified and mulch, if required, after the area has been completed to lines and grades as shown on the plans.

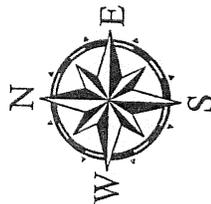
- 3.1. **Broadcast Seeding.** Distribute the seed or seed mixture uniformly over the areas shown on the plans using hand or mechanical distribution or hydro-seeding on top of the soil unless otherwise directed. Apply the mixture to the area to be seeded within 30 min. of placement of components in the equipment when seed and water are to be distributed as a slurry during hydro-seeding. Roll the planted area with a light roller or other suitable equipment. Roll sloped areas along the contour of the slopes.

FEMA
SITE # 1



DISCLAIMER: Bastrop County provides this map "as is" and assumes no liability for its completeness or accuracy. This map is intended as a general representation only.

INDIAN LAKE







10

R56463
POA PROPERTY

R19201

POA
PROPERTY

R45903

100%

R45906

POA
PROPERTY

R45905

POA PROPERTY

R21734

R20533

R20541

R20545

R20549

R20553

← PRIVATE

PRIVATE

R20241

PRIVATE
PROPERTY

R20245

R20577

R20569

R20561

R20557

R20249

R20225

R20229

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(11)

R47350

R20217

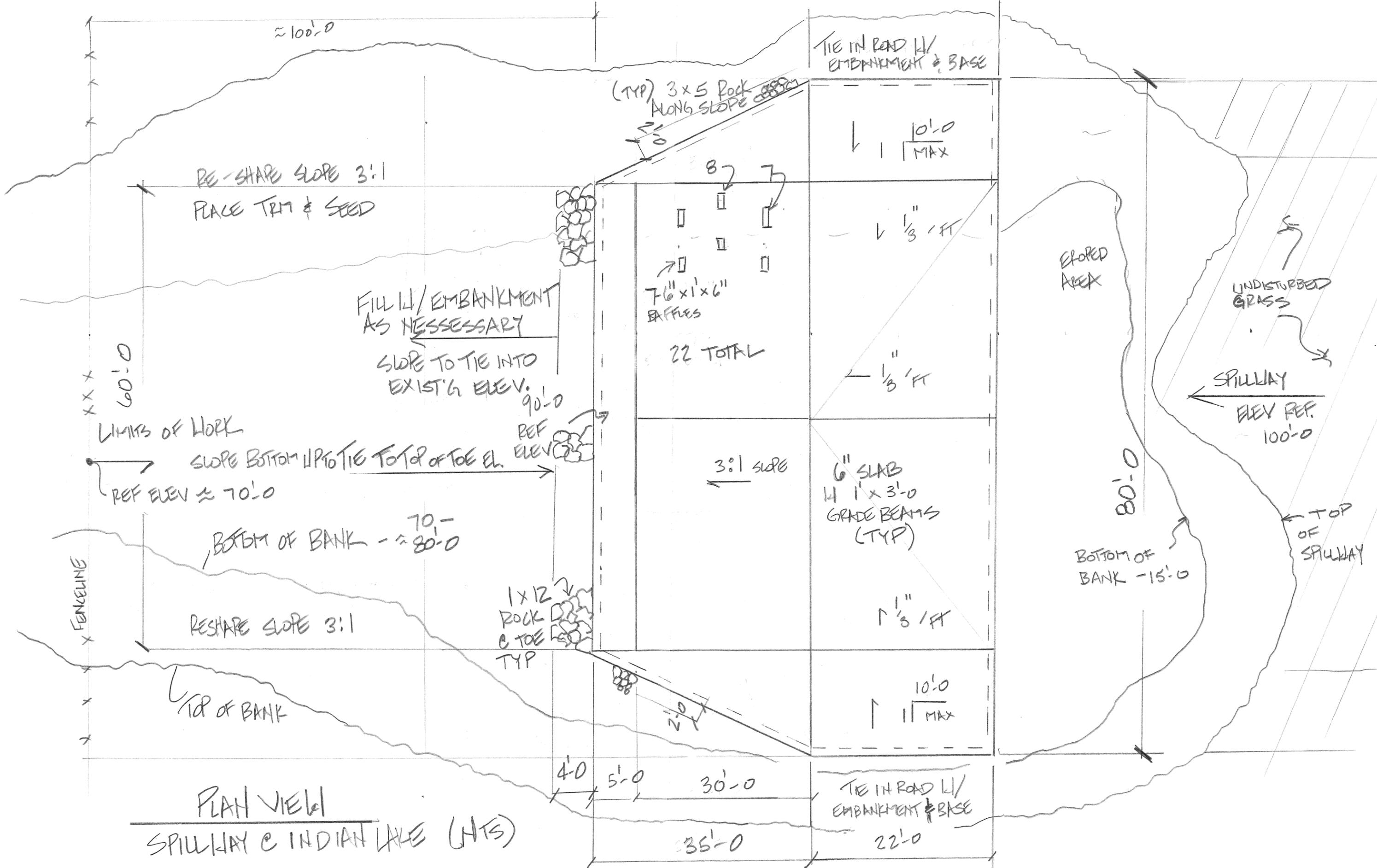
R20213

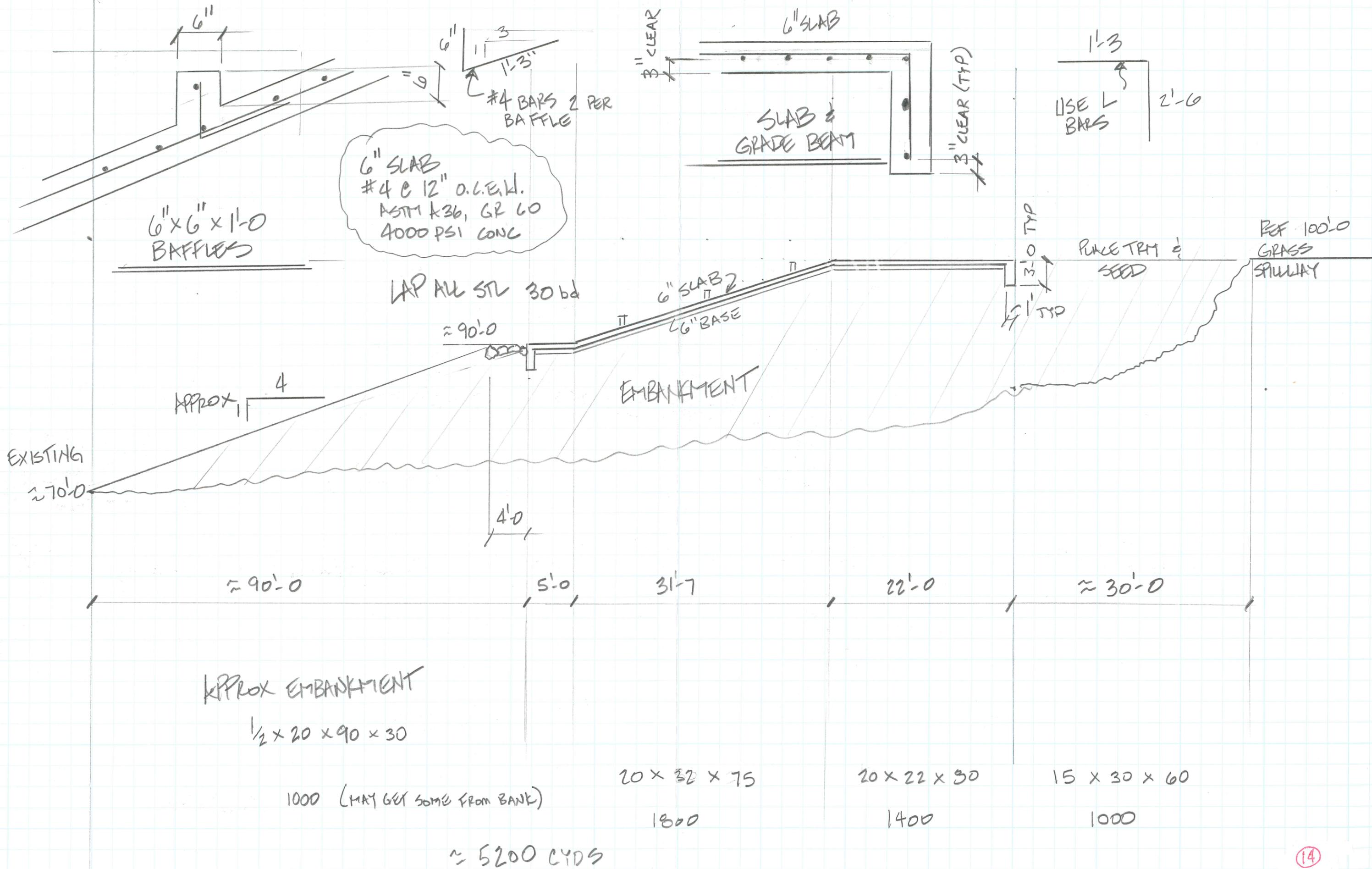
R20209

R20205

R20201

R20173





TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

Bastrop County and the Indian Lake POA

Whereas, the Bastrop County, desires from the Indian Lake POA, (hereinafter referred to as Grantor), a temporary construction easement agreement for construction purposes, over, upon and across property lying and being situated upon the upstream and downstream side of Big Bow (a Bastrop County Maintained Road) at the Spillway of Indian Lake in the County of Bastrop, State of Texas.

And whereas, the County and its contractor desire to enter upon said premises within the immediate future for the purpose of reshaping existing spillway and downstream channel damaged by recent flooding from hurricane Harvey,

And whereas, the Commissioners Court passed an Emergency Order to facilitate the Emergency Protective Measures on August 29th

And Whereas, it is mutually agreeable to the Grantor and the County, that the County shall have the right to enter upon the aforesaid land for the above-stated purpose or purposes.

And Whereas, the work is necessary for the repair of the roadway.

NOW, THEREFORE, the Grantor does hereby grant permission to Bastrop County to enter upon and perform any and all acts necessary to construct the above described work.

APPROVED:

Bastrop County Commissioners Court



Judge



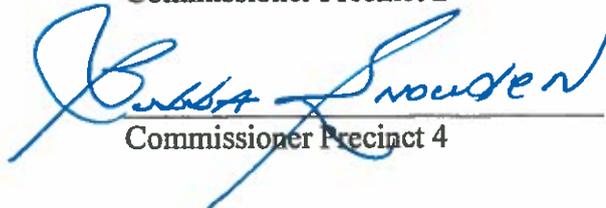
Commissioner Precinct 1



Commissioner Precinct 2



Commissioner Precinct 3



Commissioner Precinct 4



Authorized Board Member of the Indian Lake POA

Item 132

Embankment



1. DESCRIPTION

Furnish, place, and compact materials for construction of roadways, embankments, levees, dikes, or any designated section of the roadway where additional material is required.

2. MATERIALS

Furnish approved material capable of forming a stable embankment from required excavation in the areas shown on the plans or from sources outside the right of way. Provide one or more of the following types as shown on the plans:

- **Type A.** Granular material that is free from vegetation or other objectionable material and meets the requirements of Table 1.

Table 1
Testing Requirements

Property	Test Method	Specification Limit
Liquid limit	Tex-104-E	≤ 45
Plasticity index (PI)	Tex-106-E	≤ 15
Bar linear shrinkage	Tex-107-E	≥ 2

Perform the Linear Shrinkage test only as indicated in [Tex-104-E](#).

- **Type B.** Materials such as rock, loam, clay, or other approved materials.
- **Type C.** Material meeting the specification requirements shown on the plans. Type C may be further designated as Type C1, C2, etc.
- **Type D.** Material from required excavation areas shown on the plans.

Meet the requirements of the pertinent retaining wall Items for retaining wall backfill material.

3. CONSTRUCTION

Meet the requirements of Item 7, "Legal Relations and Responsibilities," when off right of way sources are used. Notify the Engineer before opening a material source to allow for required testing. Complete preparation of the right of way in accordance with Item 100, "Preparing Right of Way," for areas to receive embankment.

Backfill tree-stump holes or other minor excavations with approved material and tamp. Restore the ground surface, including any material disked loose or washed out, to its original slope. Compact the ground surface by sprinkling in accordance with Item 204, "Sprinkling," and by rolling using equipment complying with Item 210, "Rolling," when directed.

Scarify and loosen the unpaved surface areas, except rock, to a depth of at least 6 in. unless otherwise shown on the plans. Bench slopes before placing material. Begin placement of material at the toe of slopes. Do not place trees, stumps, roots, vegetation, or other objectionable material in the embankment. Simultaneously recompact scarified material with the placed embankment material. Do not exceed the layer depth specified in Section 132.3.4., "Compaction Methods."

Construct embankments to the grade and sections shown on the plans. Construct the embankment in layers approximately parallel to the finished grade for the full width of the individual roadway cross-sections unless

otherwise shown on the plans. Ensure that each section of the embankment conforms to the detailed sections or slopes. Maintain the finished section, density, and grade until the project is accepted.

- 3.1. **Earth Embankments.** Earth embankment is mainly composed of material other than rock. Construct embankments in successive layers, evenly distributing materials in lengths suited for sprinkling and rolling.
- Treat material in accordance with Item 260, "Lime Treatment (Road-Mixed)" or Item 275, "Cement Treatment (Road-Mixed)" when required. Obtain approval to incorporate rock and broken concrete produced by the construction project in the lower layers of the embankment. Place the rock and concrete outside the limits of the completed roadbed when the size of approved rock or broken concrete exceeds the layer thickness requirements in Section 132.3.4., "Compaction Methods." Cut and remove all exposed reinforcing steel from the broken concrete.
- Move the material dumped in piles or windrows by blading or by similar methods and incorporate it into uniform layers. Featheredge or mix abutting layers of dissimilar material for at least 100 ft. to ensure there are no abrupt changes in the material. Break down clods or lumps of material and mix embankment until a uniform material is attained.
- Apply water free of industrial wastes and other objectionable matter to achieve the uniform moisture content specified for compaction.
- Roll and sprinkle each embankment layer in accordance with Section 132.3.4.1., "Ordinary Compaction," when ordinary compaction is specified. Compact the layer to the required density in accordance with Section 132.3.4.2., "Density Control," when density control is specified.
- 3.2. **Rock Embankments.** Rock embankment is mainly composed of rock. Construct rock embankments in successive layers for the full width of the roadway cross-section with a depth of 18 in. or less. Increase the layer depth for large rock sizes as approved. Do not exceed a depth of 2-1/2 ft. in any case. Fill voids created by the large stone matrix with smaller stones during the placement and filling operations.
- Ensure the depth of the embankment layer is greater than the maximum dimension of any rock. Do not place rock greater than 2 ft. in its maximum dimension, unless otherwise approved. Construct the final layer with graded material so that the density and uniformity is in accordance with Section 132.3.4., "Compaction Methods." Break up exposed oversized material as approved.
- Roll and sprinkle each embankment layer in accordance with Section 132.3.4.1., "Ordinary Compaction," when ordinary compaction is specified. Compact each layer to the required density in accordance with Section 132.3.4.2., "Density Control," when density control is specified. Proof-roll each rock layer as directed, where density testing is not possible, in accordance with Item 216, "Proof Rolling," to ensure proper compaction.
- 3.3. **Embankments Adjacent to Culverts and Bridges.** Compact embankments adjacent to culverts and bridges in accordance with Item 400, "Excavation and Backfill for Structures."
- 3.4. **Compaction Methods.** Begin rolling longitudinally at the sides and proceed toward the center, overlapping on successive trips by at least 1/2 the width of the roller. Begin rolling at the lower side and progress toward the high side on super elevated curves. Alternate roller trips to attain slightly different lengths. Compact embankments in accordance with Section 132.4.1., "Ordinary Compaction," or Section 132.3.4.2., "Density Control," as shown on the plans.
- 3.4.1. **Ordinary Compaction.** Use approved rolling equipment complying with Item 210, "Rolling," to compact each layer. Use specific equipment when required by the plans or the Engineer. Do not allow the loose depth of any layer to exceed 8 in., unless otherwise approved. Bring each layer to the moisture content directed before and during rolling operations. Compact each layer until there is no evidence of further consolidation. Maintain a level layer to ensure uniform compaction. Recompact and refinish the subgrade at no additional expense to the Department if the required stability or finish is lost for any reason.

3.4.2. **Density Control.** Compact each layer to the required density using equipment complying with Item 210, "Rolling." Determine the maximum lift thickness based on the ability of the compacting operation and equipment to meet the required density. Do not exceed layer thickness of 16 in. loose or 12 in. compacted material unless otherwise approved. Maintain a level layer to ensure uniform compaction.

The Engineer will use [Tex-114-E](#) to determine the maximum dry density (D_a) and optimum moisture content (W_{opt}). Meet the requirements for field density and moisture content in Table 2 unless otherwise shown on the plans.

Table 2
Field Density Control Requirements

Description	Density	Moisture Content
	Tex-115-E	
PI ≤ 15	≥ 98% D_a	
15 < PI ≤ 35	≥ 98% D_a and ≤ 102% D_a	≥ W_{opt}
PI > 35	≥ 95% D_a and ≤ 100% D_a	≥ W_{opt}

Each layer is subject to testing by the Engineer for density and moisture content. During compaction, the moisture content of the soil should not exceed the value shown on the moisture-density curve, above optimum, required to achieve:

- 98% dry density for soils with a PI greater than 15 but less than or equal to 35 or
- 95% dry density for soils with PI greater than 35.

Remove small areas of the layer to allow for density tests as required. Replace the removed material and recompact at no additional expense to the Department. Proof-roll in accordance with Item 216, "Proof Rolling," when shown on the plans or as directed. Correct soft spots as directed.

3.5. **Maintenance of Moisture and Reworking.** Maintain the density and moisture content once all requirements in Table 2 are met. Maintain the moisture content no lower than 4% below optimum for soils with a PI greater than 15. Rework the material to obtain the specified compaction when the material loses the required stability, density, moisture, or finish. Alter the compaction methods and procedures on subsequent work to obtain specified density as directed.

3.6. **Acceptance Criteria.**

3.6.1. **Grade Tolerances.**

3.6.1.1. **Staged Construction.** Grade to within 0.1 ft. in the cross-section and 0.1 ft. in 16 ft. measured longitudinally.

3.6.1.2. **Turnkey Construction.** Grade to within 1/2 in. in the cross-section and 1/2 in. in 16 ft. measured longitudinally.

3.6.2. **Gradation Tolerances.** Ensure no more than 1 of the 5 most recent gradation tests is outside the specified limits on any individual sieve by more than 5% when gradation requirements are shown on the plans.

3.6.3. **Density Tolerances.** Ensure no more than 1 of the 5 most recent density tests for compaction work is outside the specified density limits, and no test is outside the limits by more than 3 pcf.

3.6.4. **Plasticity Tolerances.** Ensure no more than 1 of the 5 most recent PI tests for material is outside the specified limit by more than 2 points.

4. MEASUREMENT

Embankment will be measured by the cubic yard. Measurement will be further defined for payment as follows:

- 4.1. **Final.** The cubic yard will be measured in its final position using the average end area method. The volume is computed between the original ground surface or the surface upon which the embankment is to be constructed and the lines, grades, and slopes of the embankment. In areas of salvaged topsoil, payment for embankment will be made in accordance with Item 160, "Topsoil." Shrinkage or swell factors will not be considered in determining the calculated quantities.
- 4.2. **Original.** The cubic yard will be measured in its original and natural position using the average end area method.
- 4.3. **Vehicle.** The cubic yard will be measured in vehicles at the point of delivery.

When measured by the cubic yard in its final position, this is a plans quantity measurement item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

Shrinkage or swell factors are the Contractor's responsibility. When shown on the plans, factors are for informational purposes only.

Measurement of retaining wall backfill in embankment areas is paid for as embankment unless otherwise shown on the plans. Limits of measurement for embankment in retaining wall areas are shown on the plans.

5. PAYMENT

The work performed and materials furnished in accordance with this item and measured as provided under "Measurement" will be paid for at the unit price bid for "Embankment (Final)," "Embankment (Original)," or "Embankment (Vehicle)" of the compaction method and type specified. This price is full compensation for furnishing embankment; hauling; placing, compacting, finishing, and reworking; disposal of waste material; and equipment, labor, tools, and incidentals.

When proof rolling is directed, it will be paid for in accordance with Item 216, "Proof Rolling."

All sprinkling and rolling, except proof rolling, will not be paid for directly but will be considered subsidiary to this item, unless otherwise shown on the plans.

Where subgrade is constructed under this Contract, correction of soft spots in the subgrade will be at the Contractor's expense. Where subgrade is not constructed under this Contract, correction of soft spots in the subgrade will be paid in accordance with Article 9.7., "Payment for Extra Work and Force Account Method."

ATTACHMENT B

Bastrop County Precinct 2 Spillway at Indian Lake Project

Bid Sheet

Embankment (placed & compacted)	_____ /CYD
Excavator (operated – wet)	_____ /Hr
Road Base (delivered, placed & compacted)	_____ /CYD
Excavate GB and Fine Grade for all Concrete work	_____ Lump Sum
Concrete Low Water Crossing	_____ Lump Sum
Rip Rap 3 x 5 (placed)	_____ /CYD
Rip Rap 1 x 12 (placed)	_____ /CYD
Erosion Mat (delivered and placed)	_____ /SYD
Seeding – Permanent Mix (delivered and placed)	_____ /LB
Seeding – Temporary Mix (delivered and placed)	_____ /LB
Add Alternate Embankment Hauled And Delivered by Contractor Per TX Dot Specification Item 132	_____ /CYD

Vendor Information

RFB 17BCP08F – Big Bow at Spillway Drainage Project

ATTACHMENT C

(Please complete all information below and submit with your bid.)

Company Name

The undersigned affirms they are duly authorized to execute this Contract after notification that the Bidder has been identified by Bastrop County as the Bidder with the "best value" bid. By submitting this bid the Respondent agrees to all specifications, terms and conditions set forth in this Request for Bids. Bastrop County reserves the right to accept or reject any and/or all bids and to waive bid irregularities. Bids shall be valid and not withdrawn for a period of ninety (90) days from the date of opening thereof.

Print Name *(person authorized to sign proposal)*

Title

Signature *(person authorized to sign proposal)*

Date

Primary Contact for Bid

Name: _____

Telephone: _____

Email Address: _____

Business Address: _____

City, State, Zip Code: _____

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).
 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.
 A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person 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 requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

_____ Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ Signature of person doing business with the governmental entity

_____ Date

ATTACHMENT E

ANTI-LOBBYING CERTIFICATION

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions In accordance with the 31 U.S.C. 1352:

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(Firm Name)

(Signature)

(Print Name)

(Print Title)

(Date Certified)

NOTE: Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—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. 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.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: ^{4c} _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ _____ Congressional District, if known: _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: _____ CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> _____ _____ _____	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

CONTRACTOR'S CERTIFICATION
of RECOVERED MATERIAL

ACKNOWLEDGEMENT

I, _____(Principal's Name) of _____(Company Name)_____, (hereinafter called "Contractor"), acknowledge the recovered material bidding requirements found in 2 CFR 200.322 that requires the Contractor to procure those items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

I also acknowledge that this requirement shall apply to items purchased (1) where the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) where during the preceding fiscal year, the value of the quantity acquired was in excess of \$10,000.

Finally, I acknowledge the attached list of recovered materials included in the bid documents.
(For up-to-date listing, please go to <http://www3.epa.gov/epawaste/consERVE/tools/cpg/directory.htm>)

Printed Name and Title

Signature

Date

USE OF RECOVERED MATERIAL

Please check one:

- Recovered materials are included in this bid:
Materials included _____
- Recovered materials are not reasonably available in a reasonable period of time.
- Recovered materials fail to meet reasonable performance standards, which are determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable.
- Recovered materials are only available at an unreasonable price.

Printed Name and Title

Signature

Date

CPG Product Supplier Directory

TEXAS LIST OF SUPPLIERS OF RECOVERED MATERIALS

Product	Subproduct (if any)	Product Notes	Supplier	Address	State/ Country	Contact
Construction: Cement and Concrete		Material: Coal Fly Ash Company Notes: Electric Utility Producer	Lower Colorado River Authority	6549 Power Plant Road LaGrange, TX 78945	TX	Elaine Garcia Email: elaine.garcia@lcra.org Tel: 512-473-3200 Fax: 979-249-8724
Construction: Cement and Concrete		Material: Bottom Ash	CEMEX, INC.	2700 Research Forest Drive Suite 150 The Woodlands, TX 77381	TX	Martha Cienfuegos Email: martha.cienfuegos@cemex.com Tel: 713-722-6036 Fax: 281-362-1809
Construction: Cement and Concrete		Material: Coal Fly Ash Product Notes: Electric Utility Producer	Center Point Energy	P.O. Box 1700 Houston, TX 77251-1700	TX	Jeff Weber Tel: 281-343-2112 Fax: 713-238-5730
Construction: Cement and Concrete		Material: Coal Fly Ash Company Notes: Electric Utility Producer	Public Service Company of Oklahoma	P.O. Box 660164 Dallas, TX 75266-0164	TX	
Construction: Cement and Concrete		Material: Coal Fly Ash	NRG Texas LP	P.O. Box 4710 Houston, TX 77210	TX	Jeffrey Davis Email: jeff.davis@nrgenergy.com Tel: 713-795-6207
Construction: Cement and Concrete		Material: Coal Fly Ash Material: Silica Fume	Boral Material Technologies, Inc.	45 Northeast Loop 410 Suite 700 San Antonio, TX 78216	TX	Gary Shelton Email: gary.shelton@boral.com Tel: 800 964-0951 Fax: 210-349-2986
Construction: Cement and Concrete		Material: Bottom Ash Material: Coal Fly Ash Product Notes: Produced at four facilities: 1. Nelson Industrial Steam Company (Louisiana) 2. Roy S. Nelson Power Station (Louisiana) 3. White Bluff Plant (Arkansas) 4. Independence Plant (Arkansas) Company Notes: Electric Utility Producer	Entergy Services, Inc.	10055 Grogans Mill Road The Woodlands, TX 77380	TX	Stuart Bier Email: sbier@entergy.com Tel: 281-297-3308 Fax: 281-297-3251

ATTACHMENT G

House Bill 89 VERIFICATION

I, _____, the undersigned representative of
_____ (hereafter 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 named above, 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:

1. *“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 subsidiary, 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, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

BASTROP COUNTY PURCHASING DEPARTMENT

CHAPTER 2252 CERTIFICATION

On this day, I _____, the Purchasing Agent for Bastrop County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the below-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

Company Name

RFP or PO number

CERTIFICATION CHECK PERFORMED BY:

PURCHASING AGENT

DATE

THIS INFORMATION PERTAINS TO A FORM THAT ONLY HAS TO BE COMPLETED BY THE VENDOR THAT IS AWARDED A CONTRACT

Certificate of Interested Parties (Form 1295): ATTACHMENT I

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 only to a contract of 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. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

- (a) A disclosure of interested parties form required by section 2252.908 of the Government Code must be filed on an electronic form prescribed by the commission that contains the following:
 - (1) The name of the business entity filing the form and the city, state, and country of the business entity's place of business;
 - (2) The name of the governmental entity or state agency that is a party to the contract for which the form is being filed;
 - (3) The name of each interested party and the city, state, and country of the place of business of each interested party;
 - (4) The identification number used by the governmental entity or state agency to track or identify the contract for which the form is being filed and a short description of the goods or services used by the governmental entity or state agency provided under the contract; and
 - (5) An indication of whether each interested party has a controlling interest in the business entity, is an intermediary in the contract for which the disclosure is being filed, or both.

- (b) The certification of filing and the completed disclosure of interested parties form generated by the commission's electronic filing application must be printed, signed by an authorized agent of the contracting business entity, and submitted to the governmental entity or state agency that is the party to the contract for which the form is being filed

- (c) A governmental entity or state agency that receives a completed disclosure of interested parties form and certification of filing shall notify the commission, in an electronic format prescribed by the commission, of the receipt of those documents not later than the 30th day after the date the contract for which the form was filed binds all parties to the contract.

- (d) The commission shall make each disclosure of interested parties form filed with the commission under section 2252.908(f) of the Government Code available to the public on the commission's Internet website not later than the seventh business day after the date the commission receives the notice required under subsection (c) of this section.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Submitting Vendor Company Name and Address

Certificate Number:

This # is issued once the form has been electronically filed

Date Filed:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Bastrop County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

RFB # and Name

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Authorized Person at Vendor		Check Controlling	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Have the completed form Notorized here

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

ATTACHMENT J

General Decision Number: TX170016 01/06/2017 TX16

Superseded General Decision Number: TX20160016

State: Texas

Construction Types: Heavy and Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McClellon and Williamson Counties) and HIGHWAY Construction Projects

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017

* SUTX2011-006 08/03/2011

Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER (Paving and Structures).....	\$ 12.56
---	----------

ELECTRICIAN.....	\$ 26.35
------------------	----------

FORM BUILDER/FORM SETTER Paving & Curb.....	\$ 12.94
Structures.....	\$ 12.87

LABORER Asphalt Raker.....	\$ 12.12
----------------------------	----------

Flagger.....\$ 9.45
Laborer, Common.....\$ 10.50
Laborer, Utility.....\$ 12.27
Pipelayer.....\$ 12.79
Work Zone Barricade
Servicer.....\$ 11.85

PAINTER (Structures).....\$ 18.34

POWER EQUIPMENT OPERATOR:

Agricultural Tractor.....\$ 12.69
Asphalt Distributor.....\$ 15.55
Asphalt Paving Machine.....\$ 14.36
Boom Truck.....\$ 18.36
Broom or Sweeper.....\$ 11.04
Concrete Pavement
Finishing Machine.....\$ 15.48
Crane, Hydraulic 80 tons
or less.....\$ 18.36
Crane, Lattice Boom 80
tons or less.....\$ 15.87
Crane, Lattice Boom over
80 tons.....\$ 19.38
Crawler Tractor.....\$ 15.67
Directional Drilling
Locator.....\$ 11.67
Directional Drilling
Operator.....\$ 17.24
Excavator 50,000 lbs or
Less.....\$ 12.88
Excavator over 50,000 lbs...\$ 17.71
Foundation Drill, Truck
Mounted.....\$ 16.93
Front End Loader, 3 CY or
Less.....\$ 13.04
Front End Loader, Over 3 CY.\$ 13.21
Loader/Backhoe.....\$ 14.12
Mechanic.....\$ 17.10
Milling Machine.....\$ 14.18
Motor Grader, Fine Grade...\$ 18.51
Motor Grader, Rough.....\$ 14.63
Pavement Marking Machine...\$ 19.17
Reclaimer/Pulverizer.....\$ 12.88
Roller, Asphalt.....\$ 12.78
Roller, Other.....\$ 10.50
Scraper.....\$ 12.27
Spreader Box.....\$ 14.04
Trenching Machine, Heavy....\$ 18.48

Servicer.....\$ 14.51

Steel Worker

Reinforcing.....\$ 14.00
Structural.....\$ 19.29

TRAFFIC SIGNAL INSTALLER

Traffic Signal/Light Pole

Worker.....\$ 16.00

TRUCK DRIVER

Lowboy-Float.....\$ 15.66

Off Road Hauler.....\$ 11.88

Single Axle.....\$ 11.79

Single or Tandem Axle Dump

Truck.....\$ 11.68

Tandem Axle Tractor w/Semi

Trailer.....\$ 12.81

WELDER.....\$ 15.97

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular

rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date

for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

ATTACHMENT K

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:

1. 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:

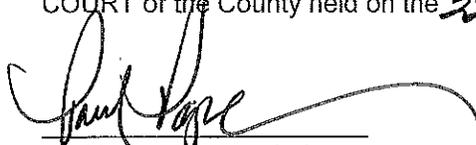
- 1) Where the Section 3 Covered Contract is to be awarded to the lowest responsible bidder, then to the extent permitted by applicable law, the contract, if awarded, shall be awarded to the qualified Section 3 Business Concern with the lowest bid, if it is reasonable and no more than 10 percent higher 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 weekly-certified 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 COMMISSIONERS' COURT of the County held on the 22nd day of June 2015.


Paul Pape, County Judge

ATTEST:

Rose Pietsch, County Clerk