



Bastrop County

REQUEST FOR BIDS

Bid Reference Number: RFB 22BCP06A

Project Title: Ponderosa Road Box Culvert Project

Bid Closing Date: 2 :00 P.M. (CST), June 28, 2022

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Bastrop County

Request for Bids

1. Introduction

- A. Project Overview: Bastrop County is requesting Bids with the intent of awarding a contract for the purchase of goods and services contained in Appendix A – Scope of Services.
- B. RFB Questions:
- i. RFB Clarifications: All questions related to requirements, processes or scope of work for this RFB should be submitted in writing to the Purchasing Agent identified in section 2 below. The County is the final judge of the meaning of any word(s), sentences, paragraphs or other parts of the solicitation documents. Bidders are encouraged to seek clarification, before submitting a Bid, of any portion of the Bid documents that appears to be ambiguous, unclear, inconsistent, or otherwise in error. Clarifications will be in writing.
 - ii. Replies: Responses to inquiries, which directly affect an interpretation or effect a change to this RFB will be issued in writing by addendum and will be uploaded to the Bastrop County website (<http://www.co.bastrop.tx.us/page/pur.bids>). All such addenda issued by County prior to the submittal deadline shall be considered part of the RFB. The County shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
 - iii. Acknowledgement of Addenda: The Bidder must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Bid.
- C. Notification of Errors or Omissions: Bidders shall promptly notify the County of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this RFB. The County shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the County, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C.
- E. Certificate of Interested Parties (1295 Form): A person or business, and their agents, who seek to contract or enter into an agreement with the County, are required by Texas Local Government Code Chapter 2252, Subtitle F, Title 10, Section 2252.908, to file a disclosure of interested parties with the Texas Ethics Commission (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). A sample form and instruction sheet can be found in Appendix D.
- F. House Bill 89 Verification Form: A person or business, and their agents, who seek to contract or enter into an agreement with the County, are required by Texas Local Government Code Chapter 2270 Section 1, Subtitle F, Title 10, Section 2270.001 to submit a verification form to the County. This Chapter reads “Prohibition on Contracts with Companies Boycotting Israel”. This form is found in Appendix E.

2. Definitions

Bid: The signed and executed submittal of the entirety of Appendix B – Bid.

Bidder: The Bidder and the Bidder’s designated contact signing the first page of the Bid.

County of Bastrop (“County”): The County of Bastrop, Texas.

Bastrop County Purchasing Office: The Bastrop County Purchasing Office is located at 803 Pine Street, Room 101, Bastrop County 78602. PH: (512) 581-7110; Fax: (512) 581-4228.

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

Purchasing Agent: Bastrop County Purchasing Agent is Leon Scaife:

Phone: (512) 581-7110

E-Mail: leon.scaife@co.bastrop.tx.us

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

Scope of Services: The entirety of Appendix A – Scope of Services.

3. General Information

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

- H. 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 history and anticipated purchases.
- I. Independent Contractor: Bidder agrees that Bidder and Bidder's employees and agents have no employer-employee relationship with County. Bidder agrees that if Bidder is selected and awarded a contract, County shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will County furnish any medical or retirement benefits or any paid vacation or sick leave.
- J. Assignments: The rights and duties awarded the successful Bidder shall not be assigned to another without the written consent of the Bastrop County Purchasing Agent. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- K. Liens: Bidder shall indemnify and save harmless the County against any and all liens and encumbrances for all labor, goods, and services which may be provided to the County by Bidder or Bidder's vendor(s), and if the County requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the County.
- L. Gratuities/Bribes: Bidder certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative, to any County officer, employee or elected representative, with respect to this RFB or any contract with the County, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- M. Financial Participation: Bidder certifies that it has not received compensation from the County to participate in preparing the specifications or RFB on which the Bid is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- N. Responsiveness of Bids: The County desires to receive competitive Bids, but will declare any Bids "non-responsive" if they fail to meet the significant requirements outlined in this solicitation document.
- O. Discrepancies and Errors: The unit prices of a bid that has been opened may not be changed for the purpose of correcting an error in the Bid price.
- P. 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).
- Q. 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.
- R. 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.

- S. 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. The County reserves the right to waive any minor irregularities that do not materially affect the scope or pricing of submitted Bids.
- T. 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-responsive and not given further consideration if submitted by a bidder with such outstanding liabilities.
- U. 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.
- V. 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.
- W. Control of The Work: Bidder shall furnish all materials and perform work in reasonably close conformity with the scope of work referenced in this request for Bid. Bidder must obtain written approval from Bastrop County before deviating from the scope of work provided in this request for bids. Failure to promptly notify Bastrop County of any errors or concerns with the scope of work will constitute a waiver of all claims for misunderstandings or ambiguities that result from the errors, omissions, or discrepancies discovered.
- X. Cost of Bid: The cost of submitting Bids shall be borne by the Bidder, and the County will not be liable for any costs incurred by a Bidder responding to this solicitation.

4. RFB Withdrawals and/or Amendments

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

5. Bid Submittal Requirements

- A. Submittal Packet – Required Content: Bidder shall submit one (1) signed original Bid. This submittal packet shall be submitted in a sealed envelope with a completed, signed and executed Appendix B – Bid (Page 51-63).
- B. Submittal Deadline: The deadline for submittal of Bids is 2:00PM (CST) June 28, 2022. It is the Bidder's responsibility to have the Bid correctly marked and hard copies delivered to the Bastrop County Purchasing

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

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

6. Bid Evaluation and Contract Award

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

formal contract will prevail and control.

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

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Appendix A – Scope of Services

1. **Project Title:** Ponderosa Road Box Culvert Project

2. **Scope of Services Contact:**

Questions about the technical nature of the Scope of Services, etc. may be directed to Bastrop County Purchasing Agent, Leon Scaife through e-mail at leon.scaife@co.bastrop.tx.us

3. **Bid Evaluation Factors:**

Bid Price	Factor
Unit Pricing	Cost to complete each of the requested bid items listed on the bid form (Unit Prices should make allowance to include the cost of insurance and bonds for the project)

4. **Key Events Schedule:**

Bid Release Date	June 8, 2022
Deadline for Submittal of Written Questions	5 PM, June 21, 2022
Sealed Bids Due to and Opened by County	2PM, June 28, 2022
Anticipated Award Date	July 2022

5. **Scope of Services:**

Bastrop County is seeking to enter into a construction contract with a competent contractor with experience in excavation, demolition and construction of box culverts and wing walls. The location of the project site is in the 100 block of Ponderosa Road in Bastrop Texas. This request for bids covers:

CONTRACTOR'S RESPONSIBILITIES:

- Demo, remove and properly dispose of existing structure
- Excavate for new box and wing walls
- Fine grade bottom of box, toe and wing wall elevation to within 1"
- Form, place rebar, embeds for guardrail and concrete for the box culvert and wing walls in accordance with all TxDot drawings and specifications
- Backfill box in 6" lifts with proper moisture content with select fill or road base material to within 8" of top of box
- Backfill (dirt/topsoil only) on the outside of box from the bottom of ditch/box to the top of end of the wing wall. Seed Ditch with Bermuda grass and place standard type grass mat in disturbed areas of the outside slope/ditch areas.
- Place 8" road base to 2" below Top of Box elevation and place 2" cold mix asphalt to top of box elevation within the disturbed area of the roadway.
- Provide and Install Guard rail as shown on page 14 (Construction drawings) and paint with Red Oxide Oil Based Metal Primer.

BASTROP COUNTY RESPONSIBILITIES:

- The County will build and remove the by-pass on the downstream side and obtain all necessary temporary construction easements.
- The County will establish flow line elevation in the field after demo and rough excavation is complete and set reference.

Bid Sheet

Box Culvert (Excavation/Demo/Construction) - Lump Sum

\$ _____

Wing Walls (4EA) – Lump Sum

\$ _____

TOTAL COST FOR COMPLETION OF ALL TASK

\$ _____

Estimated Duration


_____ Weeks

Start Date Availability

_____ (Specify Month& Year)

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DATE: _____
FILE: _____

HLEB LOADING						SHEET 1 OF 2	
 Texas Department of Transportation							
<div style="text-align: center;"> <h1>SINGLE BOX CULVERTS</h1> <h2>CAST-IN-PLACE</h2> <h3>0' TO 30' FILL</h3> </div>							
SCC-8							
Job No. SCC08-81-100 Project Name FARM ROAD 2020 Location BENTLEY / BENTLEY / WYOMING	Date 01/01/01 Revision 01/01/01	Sheet No. 100	Scale AS SHOWN	Notes SEE PLAN FOR DETAILS	Drawn By J. L. HARRIS	Checked By J. L. HARRIS	Approved By J. L. HARRIS

SECTION DIMENSIONS

BILLS OF REINFORCING STEEL (For Box Length = ~~40 feet~~ 26'-0")

QUANTITIES

5 For direct traffic culverts (fill height ≤ 2 ft.), identify the required box size and select the option with the minimum fill height.

PAGE 3

$$LW = 10'-0" \quad HW = 9'-11"$$

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

TABLE OF DIMENSIONS AND REINFORCING STEEL (Wings for one structure end)

Dimensions	Variable Reinforcing	Estimated Quantities per ft. of wing (2-wings)	Estimated Quantities per ft. of wing (1-culvert)								
	Bars J1 Bars J2	Reinf. (lb/ft) (C7/F1)	Reinf. (lb/ft) (C7/F1)								
Minimum Height	W	X	Y	Z							
2'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	48.64	0.406	6.85	0.071
2'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	49.31	0.424	6.85	0.071
3'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	49.98	0.444	6.85	0.071
3'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	50.65	0.462	6.85	0.071
4'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	51.32	0.480	6.85	0.071
4'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	51.99	0.500	6.85	0.071
5'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	52.66	0.517	6.85	0.071
5'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	53.33	0.535	6.85	0.071
6'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	54.00	0.552	6.86	0.075
6'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	54.67	0.569	6.86	0.075
7'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	55.34	0.587	6.86	0.075
7'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	56.01	0.604	6.87	0.078
8'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	56.68	0.621	6.87	0.078
8'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	57.35	0.638	6.87	0.078
9'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	58.02	0.655	6.87	0.078
9'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	58.69	0.672	6.87	0.078
10'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	59.36	0.689	6.87	0.078
10'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	60.03	0.706	6.87	0.078
11'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	60.70	0.723	6.87	0.078
11'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	61.37	0.740	6.87	0.078
12'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	62.04	0.757	6.87	0.078
12'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	62.71	0.774	6.87	0.078
13'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	63.38	0.791	6.87	0.078
13'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	64.05	0.808	6.87	0.078
14'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	64.72	0.825	6.87	0.078
14'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	65.39	0.842	6.87	0.078
15'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	66.06	0.859	6.87	0.078
15'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	66.73	0.876	6.87	0.078
16'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	67.40	0.893	6.87	0.078
16'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	68.07	0.910	6.87	0.078
17'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	68.74	0.927	6.87	0.078
17'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	69.41	0.944	6.87	0.078
18'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	70.08	0.961	6.87	0.078
18'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	70.75	0.978	6.87	0.078
19'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	71.42	0.995	6.87	0.078
19'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	72.09	1.012	6.87	0.078
20'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	72.76	1.029	6.87	0.078
20'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	73.43	1.046	6.87	0.078
21'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	74.10	1.063	6.87	0.078
21'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	74.77	1.080	6.87	0.078
22'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	75.44	1.097	6.87	0.078
22'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	76.11	1.114	6.87	0.078
23'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	76.78	1.131	6.87	0.078
23'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	77.45	1.148	6.87	0.078
24'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	78.12	1.165	6.87	0.078
24'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	78.79	1.182	6.87	0.078
25'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	79.46	1.199	6.87	0.078
25'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	80.13	1.216	6.87	0.078
26'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	80.80	1.233	6.87	0.078
26'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	81.47	1.250	6.87	0.078
27'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	82.14	1.267	6.87	0.078
27'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	82.81	1.284	6.87	0.078
28'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	83.48	1.301	6.87	0.078
28'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	84.15	1.318	6.87	0.078
29'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	84.82	1.335	6.87	0.078
29'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	85.49	1.352	6.87	0.078
30'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	86.16	1.369	6.87	0.078
30'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	86.83	1.386	6.87	0.078
31'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	87.50	1.403	6.87	0.078
31'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	88.17	1.420	6.87	0.078
32'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	88.84	1.437	6.87	0.078
32'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	89.51	1.454	6.87	0.078
33'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	90.18	1.471	6.87	0.078
33'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	90.85	1.488	6.87	0.078
34'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	91.52	1.505	6.87	0.078
34'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	92.19	1.522	6.87	0.078
35'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	92.86	1.539	6.87	0.078
35'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	93.53	1.556	6.87	0.078
36'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	94.20	1.573	6.87	0.078
36'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	94.87	1.590	6.87	0.078
37'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	95.54	1.607	6.87	0.078
37'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	96.21	1.624	6.87	0.078
38'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	96.88	1.641	6.87	0.078
38'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	97.55	1.658	6.87	0.078
39'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	98.22	1.675	6.87	0.078
39'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	98.89	1.692	6.87	0.078
40'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	99.56	1.709	6.87	0.078
40'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	100.23	1.726	6.87	0.078
41'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	100.90	1.743	6.87	0.078
41'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	101.57	1.760	6.87	0.078
42'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	102.24	1.777	6.87	0.078
42'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	102.91	1.794	6.87	0.078
43'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	103.58	1.811	6.87	0.078
43'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	104.25	1.828	6.87	0.078
44'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	104.92	1.845	6.87	0.078
44'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	105.59	1.862	6.87	0.078
45'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	106.26	1.879	6.87	0.078
45'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	106.93	1.896	6.87	0.078
46'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	107.60	1.913	6.87	0.078
46'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	108.27	1.930	6.87	0.078
47'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	108.94	1.947	6.87	0.078
47'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	109.61	1.964	6.87	0.078
48'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	110.28	1.981	6.87	0.078
48'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	110.95	1.998	6.87	0.078
49'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	111.62	2.015	6.87	0.078
49'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	112.29	2.032	6.87	0.078
50'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	112.96	2.049	6.87	0.078
50'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	113.63	2.066	6.87	0.078
51'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	114.30	2.083	6.87	0.078
51'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	114.97	2.100	6.87	0.078
52'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	115.64	2.117	6.87	0.078
52'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	116.31	2.134	6.87	0.078
53'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	116.98	2.151	6.87	0.078
53'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	117.65	2.168	6.87	0.078
54'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	118.32	2.185	6.87	0.078
54'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	118.99	2.202	6.87	0.078
55'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	119.66	2.219	6.87	0.078
55'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	120.33	2.236	6.87	0.078
56'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	121.00	2.253	6.87	0.078
56'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	121.67	2.270	6.87	0.078
57'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	122.34	2.287	6.87	0.078
57'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	123.01	2.304	6.87	0.078
58'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	123.68	2.321	6.87	0.078
58'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	124.35	2.338	6.87	0.078
59'-0"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	125.02	2.355	6.87	0.078
59'-6"	10'	1'-0"	7'	#4	1'-0"	#4	1'-0"	125.69	2.		

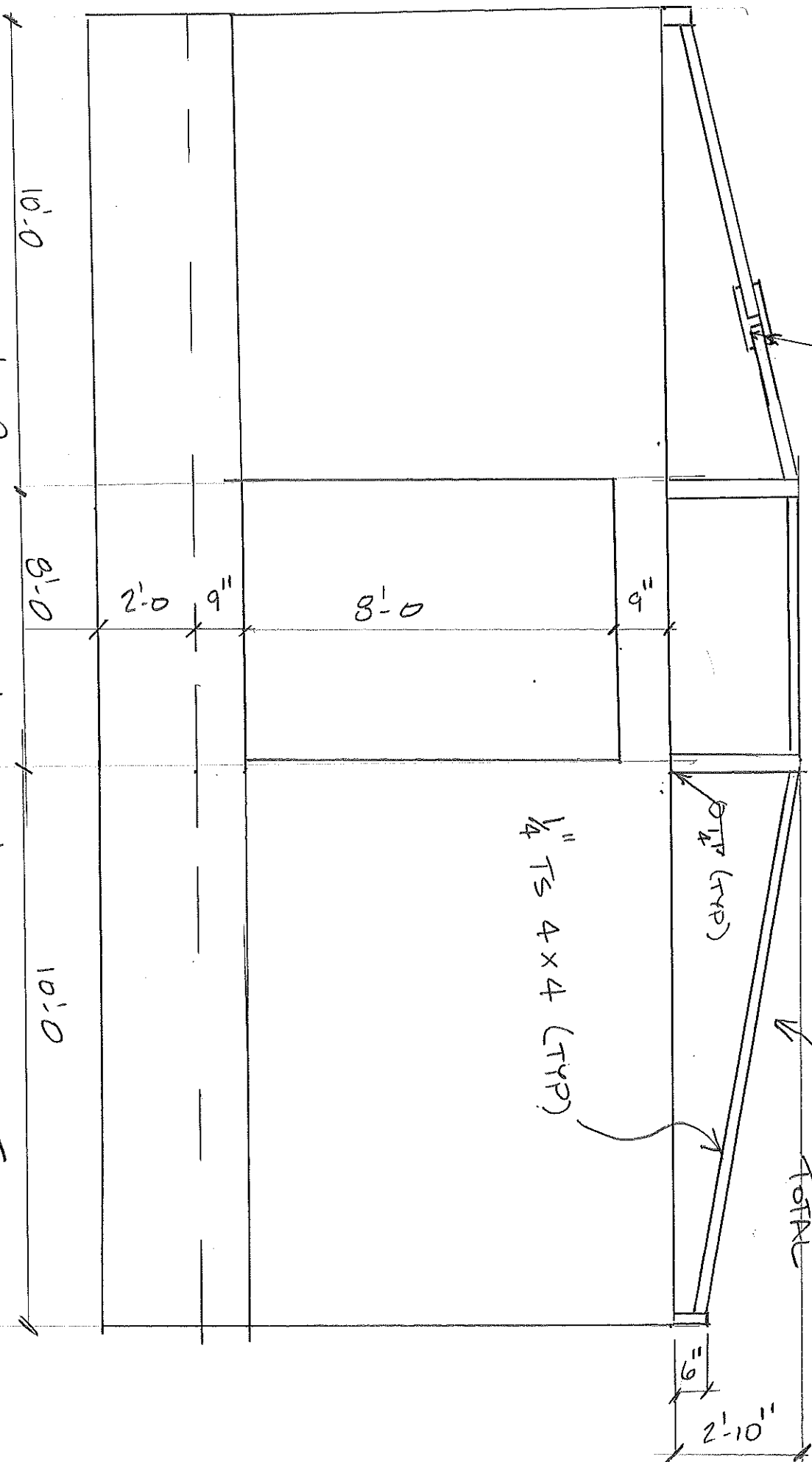
GAUGE RAIL & EXPANSION JOINT

1/4" PLATE x 4" x 8" LEAD TO ONE SIDE OF TUBE STEEL

2 - PLACES EA SIDE
4 - EXPANSION JOINTS
TOTAL

1/4" TS 4x4 (TYP)

8" (TYP)



Box & Gauge Rail & Walkways Layout

Appendix B – Bid Verification

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

- ___ Bid Bond (5% of proposed price in the form of bid bond from a surety company authorized to do business in Texas or cashier check).
- ___ Appendix A (Pages 9 through 14) must be included in the proposal submittal.
- ___ Appendix B (Pages 15 through 27) must be completed, signed and included in the proposal submittal.
- ___ Appendix C – Conflict of Interest Form (Page 28) must be completed, signed and included in the proposal submittal.
- ___ Appendix E – HB 89 Verification Form (Page 33) must be completed, signed and included in the proposal submittal.
- ___ Appendix G – Anti-Lobbying Certification (page 38) must be completed, signed and included in the proposal submittal.
- ___ Appendix H – Contractor’s Certification of Recovered Material (Page 39) must be completed, signed and included in the proposal submittal.
- ___ Proof of Contractor’s Ability to Meet the Insurance Requirements (Page 26).
- ___ Signed Addendum(s) (If any are issued by Owner).

All Bids submitted to Bastrop County shall include this page with the submitted Bid.			
RFB Number:	RFB 22BCP06A		
Project Title:	Ponderosa Road Box Culvert Project		
Submittal Deadline:	2:00 P.M. (CST), June 28, 2022		
Submit hard-copies to:	<u>MAIL:</u> Bastrop County Purchasing Department: Attn: Leon Scaife 804 Pecan Street Bastrop Texas, 78602		<u>HAND DELIVER:</u> Bastrop County Purchasing Department: Attn: Leon Scaife 803 Pine Street, Room 101 Bastrop Texas, 78602
Bidder Information:			
Bidder’s Legal Name:			
Address:			
City, State & Zip			
Federal Employers Identification Number #			
Bidder’s Point of Contact:			
Phone Number:		Fax Number:	
E-Mail Address:			
Bidder Authorization			
<p>I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into a contract on behalf of the Bidder.</p> <p>Printed Name and Position of Authorized Representative: _____</p> <p>Signature of Authorized Representative: _____</p> <p>Signed this _____ (day) of _____ (month), _____ (year)</p>			

I. CONTRACT AWARD INFORMATION:

A. Term of Contract

Any contract resulting from this RFB shall be effective from the date that the Notice to Proceed is received by the contractor and shall remain in effect for **60 Calendar Days**.

B. Federal, State and/or Local Identification Information

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

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

1. Standard Terms and Conditions

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

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

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

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

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

- F. 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.

- G. Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148):
The Davis-Bacon Act requires payment of prevailing wages (APPENDIX I - 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." The Davis-Bacon labor standards clauses required for covered contracts are:

1. *Minimum wages.*

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or

programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay

laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. *Payrolls and basic records.*

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or

indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. *Apprentices and trainees*

(i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of

progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. *Compliance with Copeland Act requirements.*

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. *Subcontracts.*

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the **END USER** may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. *Contract termination: debarment.*

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. *Compliance with Davis-Bacon and Related Act requirements.*

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. *Disputes concerning labor standards.*

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. *Certification of eligibility.*

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3

(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) *Contract Work Hours and Safety Standards Act.* The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by §5.5(a) or §4.6 of part 4 of this title. As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The **END USER** shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in §5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

- H. Compliance with the 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.
- I. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708): Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or

laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) . Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- J. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387): Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- K. Affirmative Action/EOE: Bastrop County is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for of the Housing and Urban Development Act of 1968 (12U.S.C. 1701u) as amended. See Appendix F - Bastrop County Section 3 Resolution. During the performance of an awarded contract, the contractor agrees as follows:
1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places. Available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 3. The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This Provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled , terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
9. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
10. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance , and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
11. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24 , 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order . In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

12. Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause 1n each of its nonexempt subcontracts.

- L. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by Bastrop County, payment terms for the County are Net 30 days upon receipt of invoice after receipt of goods or services. A 5% retainage will be withheld from each invoice until the completion of the project. 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 Bastrop County Precinct 2 Commissioner and Engineer. Final approval will be based on an inspection of the project for verification of compliance with all aspects of the scope of work listed within Appendix A of this RFB. The work performed in accordance with this contract shall be paid for using unit pricing. This price is full compensation for all task listed in the bid submitted by the vendor and must include all necessary fees, charges and bonds needed to complete this work. Bastrop County will NOT pay any fees to the vendor other than the agreed upon bid prices.
- M. 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:
- The **CONTRACTOR** shall pay Bastrop County, liquidated damages, \$500 per day for each day past the specified completion date.
 - The **CONTRACTOR** shall pay Bastrop County, liquidated damages, \$1500 per incident where the **CONTRACTOR** fails to repair damages that are caused by the **CONTRACTOR** and/or sub-contractor(s). Application of liquidated damaged does not release the **CONTRACTOR** from the responsibility of resolving or repairing
 - 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.
- N. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this bid, to the satisfaction of County and in accordance with the specifications, terms, and conditions of the scope of work (Appendix A), and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- O. Bid, Payment and Performance Bonds: The **CONTRACTOR IS REQUIRED** to furnish a good and sufficient bid bond or a cashier's check in the amount of five percent (5%) of the total bid price. A bid bond must be executed with a surety company authorized to do business in the State of Texas. The bid bond of the awarded contractor is subject to forfeiture in the event the successful bidder fails to execute all requirements set forth in the contract documents within ten days after the contract has been awarded.
- Payment and Performance bonds shall be required and issued for this contract should the total bid price 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 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 bid price. Payment for services will not be made until receipt of all required bonds has been made to Bastrop County.

- P. 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.
- Q. 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.
- R. Insurance: The Bidder, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as County may require:
1. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
 2. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;
 3. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.

Contractor shall submit proof to Bastrop County that said contractor has the ability to meet all insurance requirements listed above. Bastrop County shall be named as an additional insured on the awarded Contractor certificate of insurance policies submitted to Bastrop County at time of contract award.

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

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

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

Authorized Signatory for Contractor:

Name of Company:

Date:

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

- (2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed;
or

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

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

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

Changed or Amended Contracts:

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

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

Filing Process:

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

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

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

Acknowledgement by State Agency or Governmental Entity:

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

Changes to Form 1295

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

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

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

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

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

The newly exempt contract types are marked with an asterisk.

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES**FORM 1295****OFFICE USE ONLY**

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.

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

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

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 services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is **NO** Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

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

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:

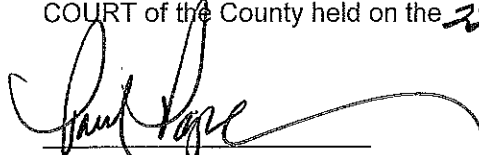
- 1) Where the Section 3 Covered Contract is to be awarded to the lowest responsible bidder, then to the extent permitted by applicable law, the contract, if awarded, shall be awarded to the qualified Section 3 Business Concern with the lowest bid, if it is reasonable and no more than 10 percent higher 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

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.

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

COMPREHENSIVE PROCUREMENT GUIDELINE (CPG) PROGRAM - PRODUCT SUPPLIER DIRECTORY

Product	Product Notes	Supplier	Address	State	Contact
Construction: Building Insulation	Material: Glass (30% Total Recovery) Product Notes: Product currently manufactured with 30 percent recovered cullet. Call 800-438-7465 to order product and call headquarters (Santa Clara) for any other information.	Owens Corning Fiberglass Corporation	3700 Interstate 35 East Waxahatchie, TX 75165	TX	Sales Department Tel: 972-937-1340
Construction: Building Insulation	Material: Paper (86% Post-consumer; 86% Total Recovery) Product Notes: Cellulose Insulation made from old newspapers for EPA Region 6.	Tascon Industries, Inc.	P.O. Box 41846 Houston, TX 77241	TX	Jim Adamoli Email: jadamoli@tasconindustries.com Tel: 713-397-0900 Fax: 713-937-1496
Construction: Building Insulation	Material: Paper (75-100% Post-consumer; 75-100% Total Recovery) Product Notes: Cellulose Insulation for EPA Region 6.	International Cellulose Corporation	12315 Robin Boulevard Houston, TX 77045-0006	TX	Joey Dickey Email: icc@spray-on.com Tel: 713-433-6701 Fax: 713-433-2029
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	Material: Coal Fly Ash	Boral Resources	45 Northeast Loop 410	TX	Gary Shelton

and Concrete	Material: Silica Fume		Suite 700 San Antonio, TX 78216		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)	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
Construction: Railroad Grade Crossing Surfaces	Material: Coal Fly Ash (15-20% Total Recovery) Product Notes: Manufactures standard full-depth, precast concrete railroad grade crossings.	Union Pacific Railroad Company	24125 Aldine-Westfield Road Spring, TX 77373	TX	
Construction: Roofing Materials	Material: Plastic Composite (100% Post-consumer; 100% Total Recovery)	U.S. Intec (Now GAF Commercial Roofing Systems)	P.14911 Quorum Dr., Suite 600, Dallas, TX 75254	TX	1 972 851 0500
Construction: Structural Fiberboard	Material: Wood (0% Post-consumer; 81% Total Recovery)	Temple-Inland Forest Products (now Georgia Pacific Building Products)	303 S. Temple Drive Diboll, TX 75941	TX	Gary Keeling Email: garykeeling@templeinland.com Tel: 800-231-6060 Fax: 888-434-0002
Landscaping: Compost	Material: Yard Trimmings	Silver Creek Materials, Inc.	P.O. Box 150665 Fort Worth, TX 76108	TX	Sales Department Email: colby@silvercreekmaterials.com Tel: 817-246-2426 Fax: 817-367-3413
Landscaping: Compost	Material: Yard Trimmings (100% Post-consumer; 100% Total Recovery)	Recom	4705 W Industrial Avenue Midland, TX 79703	TX	Email: geostability@yahoo.com Tel: 432-520-2034 Fax: 432-520-2039
Landscaping: Hydraulic Mulch	Material: Paper (100% Post-consumer; 100% Total Recovery)	Tascon Industries, Inc.	P.O. Box 41846 Houston, TX 77241	TX	Jim Adamoli Email: jadamoli@tasconindustries.com

	Product Notes: Made from old newspapers.				Tel: 713-397-0900 Fax: 713-937-1496
Miscellaneous: Blasting Grit	Material: Glass (100% Post-consumer; 100% Total Recovery)	Strategic Materials	16365 Park Ten Place Suite 200 Houston, TX 77084	TX	Tom E. Dudak, Tom Dudak Tel: 281-647-2754 Fax: 281-647-2710
Miscellaneous: Pallets	Material: Wood (100% Post-consumer; 100% Total Recovery) Product Notes: IFCO pallets are 100% reusable, recyclable, and come from a renewable resource.	IFCO SYSTEMS N.A., INC.	6829 Flintlock Road Houston, TX 77040	TX	Hillary Whyard Email: Hillary.Whyard@ifcosystems.com Tel: 813-463-4124
Miscellaneous: Sorbents	Material: Paper (90% Post-consumer; 90% Total Recovery) Product Notes: K-Sorb Hydrophobic Fiber & K-Sorb Hydrophobic Particulate. Used to contain/absorb oil-based spills. Repels water, floats indefinitely. Incinerable, pass EPA Paint Filter Test Method	Ecosorb International	12315 Robin Blvd. Houston, TX 77245	TX	Troy Shulte Email: sales@biocel.com Tel: 713-413-1173 Fax: 713-433-2900
Miscellaneous: Sorbents	Material: Paper (99% Post-consumer; 100% Total Recovery) Product Notes: Source of material is old newspapers.	Tascon Industries, Inc.	P.O. Box 41846 Houston, TX 77241	TX	Jim Adamoli Email: jadamoli@tasconindustries.com Tel: 713-397-0900 Fax: 713-937-1496
Miscellaneous: Sorbents	Material: Paper (98% Post-consumer; 98% Total Recovery) Product Notes: K-Sorb Universal Particulate contains/absorbs industrial spills. K-Sorb Universal Fiber absorbs free liquids in waste prior to disposal. Incinerable, pass EPA Paint Filter Test Method	Ecosorb International	P.O. Box 450005 Houston, TX 77245-0005	TX	Troy Shulte Email: sales@ecosorb.com Tel: 713-413-1173 Fax: 713-433-2029
Nonpaper Office: Binders (plastic covered, chipboard, pressboard)	Material: Plastic (37-60% Post-consumer; 44-56% Total Recovery)	Samsill Corporation	5740 Hartman Rd. Fort Worth, TX 76180	TX	Customer Service Email: customerservice@samsill.com Tel: 800-255-1100 Fax: 817-535-6900
Nonpaper Office: Plastic Trash Bags	Material: Plastic (10% Post-consumer; 50% Total Recovery)	Poly-America, L.P.	2000 West Marshall Drive Grand Prairie, TX 75051	TX	Trent Mallory Email: trentm@poly- Tel: 972 337-7344, 800-527- Fax: 972 337-8344
Nonpaper Office:	Material: Remanufactured	Cartridge World West	4036 Bellaire Blvd	TX	Kathy Ranjbar

Toner Cartridges	Company Notes: Certified refills and remanufacturing with disassembling and cleaning of all major cartridge brands including full-color, high-speed printer/copiers and multi-function printers.	U/Bellaire	Houston, TX 77025		Email: refill@cartridgeworldwestu.com Tel: 713-518-1484 Fax: 713-518-1543
Nonpaper Office: Toner Cartridges	Material: Remanufactured Company Notes: Certified refills and remanufacturing with disassembling and cleaning of all major cartridge brands including full-color, high-speed printer/copiers and multi-function printers.	Cartridge World of San Antonio	7959 Fredericksburg Rd., Ste 213 , TX 78229	TX	Ray Edinger Email: rayedinger@yahoo.com Tel: 210.949.0565 Fax: 210.949.0667
Nonpaper Office: Toner Cartridges	Material: Remanufactured (75-98% Total Recovery) Schedule: GSA # GS02F0076R & TXMAS-9-75020 Company Notes: Woman-owned business	Precision Imaging	PO BOX 26046 El Paso, TX 79926	TX	Maria Garcia Email: maria@precisionimaging.com Tel: 914-241-9190 Fax: 915-356-1885
Nonpaper Office: Toner Cartridges	Material: Remanufactured Schedule: GSA	Computer Wholesale Products of America, Inc.	P.O. Box 11309 Spring, TX 77391-1309	TX	Michelle Kalkoff Email: marketing@cwpa.com Tel: 800-421-0315 Fax: 866-499-5921
Paper and Paper Products: Printing and Writing Paper	Material: Paper (80% Post-consumer; 80% Total Recovery) Schedule: GSA (GS-14F-0050L)	Dolphin Blue, Inc.	7324 Gaston Ave. #124-416 Dallas, TX 75214-6218	TX	Tom Kemper Email: dbdesk@dolphinblue.com Tel: 800-932-7715 Fax: 214-565-7835
Paper and Paper Products: Printing and Writing Paper	Material: Paper (30% Post-consumer; 30% Total Recovery) Schedule: GSA (GS-14F-0050L)	Dolphin Blue, Inc.	7324 Gaston Ave. #124-416 Dallas, TX 75214-6218	TX	Tom Kemper Email: dbdesk@dolphinblue.com Tel: 800-932-7715 Fax: 214-565-7835
Park & Recreation: Park Benches and Picnic Tables	Material: Plastic (100% Post-consumer; 100% Total Recovery) Material: Plastic Composite (100% Post-consumer; 100% Total Recovery) Schedule: GSA	Grounds for Play, Inc.	1401 E. Dallas Street Mansfield, TX 76063	TX	Emily Smith Email: sales@groundsforplay.com Tel: 800-552-7529, 817-477- Fax: 817-477-1140

	Product Notes: Manufactures picnic tables and park benches from plastic lumber made from 100 percent postconsumer HDPE and wood/plastic composite lumber.				
Park & Recreation: Playground Equipment	<p>Material: Aluminum (100% Total Recovery)</p> <p>Material: Plastic Composite (100% Post-Consumer; 100% Total Recovery)</p> <p>Material: Rubber (55-66% Total Recovery)</p> <p>Material: Steel (50% Total Recovery)</p> <p>Schedule: GSA</p> <p>Product Notes: Product incorporates Trex plastic lumber and recycled content steel, aluminum, and rubber</p>	Grounds for Play, Inc.	1401 E. Dallas Street Mansfield, TX 76063	TX	<p>Emily Smith</p> <p>Email: sales@groundsforplay.com</p> <p>Tel: 800 552-7529</p> <p>Fax: 817 477-1140</p>
Vehicular: Re-Refined Lubricating Oil	<p>Material: Remanufactured</p> <p>Product Notes: Engine lube. oil (quart, pail, drum, gal): 5W30, 10W30, 10W40, 15W40, 10WSAE, 20WSAE, 30WSAE, 40WSAE, 50WSAE, 20W50; Hydraulic fluid (pail, drum); Gear oil (pail, keg, drum), 80W90/GL5 also in gal.</p> <p>Company Notes: Manufacturer</p>	Safety-Kleen Oil Recovery	5400 Legacy Drive Cluster II, Building 3 Plano, TX 75024	TX	<p>Email: info@safety-kleen.com</p> <p>Tel: (800) 669-5740</p> <p>Fax: 972-265-2990</p>
Vehicular: Re-Refined Lubricating Oil	<p>Material: Remanufactured</p> <p>Product Notes: Brand: Enviroil. Products: Engine lube. oil (10W30); Quarts, drums, bulk. Anti-wear hydraulic oil (ISO 32, 46 and 68 grades); Drums, bulk. Diesel engine lube. oil (15W40, SAE30);</p> <p>Company Notes: Vendor/distributor</p>	LyondellBasell Industries	12000 Lawndale Avenue P.O. Box 2451 Houston, TX 77252-2451	TX	<p>Rod Dougan</p> <p>Tel: 713-321-4310</p> <p>Fax: 713-321-4700</p>
Vehicular: Re-Refined Lubricating Oil	<p>Material: Remanufactured</p> <p>Product Notes: 76 Firebird: LD Motor Oil (passenger cars); HD Motor Oil (HD trucks/mixed); Tractor Hydraulic Fluid (farm); 5005 GEO (nat. gas engines); AW (ind./mobile hydraulic sys);</p>	76 Lubricants (ConocoPhillips)	600 North Dairy Ashford 2W9076 Houston, TX 77079	TX	<p>Email: 76lubricants@conocophillips.com</p> <p>Tel: (281) 293-1000</p> <p>Fax: (832)486-2886</p>

Superseded General Decision Number: TX20210007

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, McClennon and Williamson Counties) and HIGHWAY Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<p>. Executive Order 14026 generally applies to the contract.</p> <p>. The contractor must pay all covered workers at least \$15.00 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 2022.</p>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<p>. Executive Order 13658 generally applies to the contract.</p> <p>. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.</p>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

* SUTX2011-006 08/03/2011

Rates

Fringes

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 SIGNALIZATION:

Traffic Signal Installation

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.

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** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 (\$15.00) or 13658
(\$11.25). Please see the Note at the top of the wage
determination for more information.

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
<https://www.dol.gov/agencies/whd/government-contracts>.

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 National Office because National Office has 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.

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END OF GENERAL DECISIO"