



## COUNTY OF GALVESTON

### SPECIFICATIONS AND CONTRACT DOCUMENTS

## GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET

ITB # B211026

Prepared for:  
County of Galveston, TX

Prepared by:

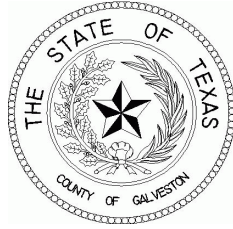


January 2021

# CONTENTS

Invitation to Bid – General Provisions.....	1
Special Provisions – Exhibit A.....	39
Certification Regarding Lobbying .....	57
Non-Collusion Affidavit .....	58
Bid Forms.....	59
Acknowledgment and Certification Regarding Debarment.....	62
Vendor Qualification Packet.....	63
Special Provisions for Construction.....	74
Prevailing Wage Rate.....	90
Bid Proposal.....	99
Contract Award.....	101
Affidavit and Surety Forms.....	103
Specifications.....	107
Plans.....	Separate Document

**GALVESTON COUNTY  
PURCHASING DEPARTMENT**



**INVITATION TO BID**

**ITB #B211026**

**GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup>  
STREET**

**BID DUE DATE: 03/04/2021**

**2:00 P.M. CST**

***Rufus Crowder, CPPO, CPPB  
Purchasing Agent  
Galveston County  
722 Moody (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
(409) 770-5372***



**INVITATION TO BID  
GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET  
GALVESTON COUNTY, TEXAS**

Sealed bids in **sets of three (3), one (1) unbound original and two (2) copies** will be received in the office of the County Purchasing Agent until **2:00 P.M. CST, on Thursday, March 4, 2021** and opened immediately in that office in the presence of the Galveston County Auditor and the Purchasing Agent. Sealed bids are to be delivered to Rufus G. Crowder, CPPO CPPB, Galveston County Purchasing Agent at the Galveston County Courthouse, 722 Moody (21<sup>st</sup> Street), Floor 5, Purchasing, Galveston, Texas 77550, (409) 770-5372. **The time stamp clock located in the Purchasing Agent's office shall serve as the official time keeping piece for this solicitation process. Any bids received after 2:00 P.M. CST on the specified date will be returned unopened.**

**Purpose:**

Galveston County is seeking a vendor to place 2095 derrick granite stone blocks at the base of the Galveston Seawall where the rip rap protection was eroded by the wave action created by Hurricane Ike. The Contractor will purchase, transport and place nominal 5 foot by 4 foot by 3 foot sized derrick granite blocks at the locations defined. Because the blocks will need to be placed from FM 3005, a detailed maintenance of traffic plan must be followed which includes the construction and removal once the project is completed of a temporary cross-over for eastbound traffic to utilize one lane of the westbound roadway.

All bids must be marked on the outside of the envelope:

**ITB #B211026, Galveston Seawall Rip Rap Deficiencies Wet of 61<sup>st</sup> Street**

Bids name and return address, should be prominently displayed on the bid package for identification purposes.

Bid Specifications can be obtained by visiting the Galveston County website @ <http://www.galvestoncountytexas.gov/pu/Pages/BidListingOpenSolicitations.aspx>

Bid prices shall be either lump sum or unit prices as shown on the bid sheet, if applicable. The net price will be delivered to Galveston County, including all freight, shipping, and license fees. Galveston County is tax exempt and no taxes should be included in your proposal pricing.

**A non-mandatory pre-bid conference will be held on Wednesday, February 17, 2021 at 2:00 p.m.**

Due to the COVID-19 pandemic, the County of Galveston has instituted measures to guard against the spread of the virus. This includes the prohibition of in-person meetings, social distancing, and stay-at-home requirements for employees.

The Pre-Bid Conference shall take place via video/tele-conference and the instructions are listed below and on the County's Purchasing website:

**Minimum System Requirements for Video Conferencing:**

1. High-resolution webcam;
2. Computer processing minimum: 2 GB of RAM and a quad-core processor;
3. Network bandwidth: 1 Mbps is sufficient for 15 fps at 720p resolution;

**Calling from a mobile device:**

1. Front facing camera;
2. In ear headphone with built in mic

**Instructions for Video Conferencing:**

1. [Click here](#) or navigate to <https://guest.lifesize.com/1907077>
2. Enter Name and email (optional);

3. Click the Terms of Service and Privacy Policy checkbox;
4. Click Join Meeting

**\*Note - be sure to enable audio and video.**

Copies of bid/Contract Documents may also be obtained from [www.Civcast.com](http://www.Civcast.com) search Galveston County Seawall Rip Rap Deficiencies West of 61<sup>st</sup> Street. Bidders must register on this website in order to view and/or download specifications and plans for this project. There is NO charge to view or download documents. If copies of the bidding documents are to be mailed, please contact Dannenbaum Engineering at 713.520.9570 for postage and handling. Return of documents is not required and no refund will be granted.

Upon satisfaction of contractual terms (e.g., goods delivered in promised condition, services rendered as agreed, etc.), contractor shall be paid via Galveston County's normal accounts payable process.

**Bonding Requirements:**

- **PROPOSAL GUARANTEE:** Evidencing its firm commitment to engage in the contract if Proposer is selected for award of contract, each Proposer is required to furnish with their proposal a Cashier's Check, or an acceptable Bidder's Bond, in the amount of five percent (5%) of the total contract price. The Bidder's Bond must be executed with a surety company authorized to do business in the State of Texas. Failure to furnish the bid/proposal guarantee in the proper form and amount, by the time set for opening of bids may be cause or rejection of the proposal.
- **PERFORMANCE AND PAYMENT BONDS:** Successful proposer, before beginning work, shall execute a performance bond and a payment bond, each of which must be in the amount of the contract. The required payment and performance bonds must each be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56<sup>th</sup> Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code).

Attention is called to the fact that not less than, the federally determined prevailing (Davis-Bacon and Related Acts) wage rate, as issued by the Office of Rural Community Affairs and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex age or national origin.

The Galveston County Commissioners' Court reserves the right to waive any informality and to reject any and all bids and to accept the bid or bids which, in its opinion, is most advantageous to Galveston County with total respect the governing laws.

All contractors/subcontractors that are debarred, suspended or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project

Rufus G. Crowder, CPPO CPPB  
Purchasing Agent  
Galveston County

**INVITATION TO BID  
GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET  
GALVESTON COUNTY, TEXAS**

**Table of Contents**

GENERAL PROVISIONS:

1.	BID PACKAGE.....	1
2.	BIDDER’S RESPONSIBILITY .....	1
3.	TIME FOR RECEIVING BIDS .....	1
4.	COMPETITIVENESS, INTEGRITY, INQUIRIES AND QUESTIONS .....	2
5.	BID OPENING .....	3
6.	WITHDRAWAL OF BID/FIRM BID RULE.....	3
7.	COMMISSIONERS COURT .....	3
8.	REJECTION OF BIDS/DISQUALIFICATION.....	3
9.	RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS.....	4
10.	SUBSTITUTES/DESCRIPTION OF MATERIALS AND EQUIPMENT .....	4
11.	EXCEPTIONS TO BID .....	4
12.	PRICING.....	4
13.	PROCUREMENT CARD (P-CARD) PROGRAM.....	5
14.	PASS THROUGH COST ADJUSTMENTS .....	5
15.	MODIFICATION OF BIDS .....	5
16.	PRE-BID CONFERENCE .....	6
17.	SIGNATURE OF BIDS.....	6
18.	AWARD OF BIDS – EVALUATION CRITERIA AND FACTORS .....	6
19.	DISPUTE AFTER AWARD/PROTEST .....	7
20.	PUBLIC INFORMATION ACT (f/k/a Open Records Act).....	8
21.	BIDDER’S E-MAIL ADDRESSES – CONSENT TO DISCLOSURE .....	8
22.	RESULTANT CONTRACT.....	8
23.	CONTRACT TERM.....	9
24.	TERMINATION FOR DEFAULT .....	9
25.	TERMINATION FOR CONVENIENCE.....	9
26.	FORCE MAJEURE .....	10

**INVITATION TO BID**  
**GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET**  
**GALVESTON COUNTY, TEXAS**

27.	ESTIMATED QUANTITIES .....	10
28.	CONTRACTOR INVESTIGATION.....	10
29.	NO COMMITMENT BY COUNTY OF GALVESTON.....	10
30.	BID COSTS BORNE BY BIDDER .....	10
31.	BEST AND FINAL OFFIERS (BAFO).....	11
32.	SINGLE BID RESPONSE.....	11
33.	CHANGES IN SPECIFICATIONS.....	11
34.	BID IDEAS AND CONCEPTS.....	11
35.	BID DISCLOSURES .....	11
36.	INDEMNIFICATION.....	11
37.	REQUIREMENT OF AND PROOF OF INSURANCE .....	12
38.	BID GUARANTEE .....	13
39.	PERFORMANCE AND PAYMENT BONDS (if required) .....	14
40.	PATENT AND COPYRIGHT PROTECTION .....	14
41.	CONFLICT OF INTEREST DISCLOSURE REPORTING (FORM CIQ) .....	15
42.	DISCLOSURE OF INTERESTED PARTIES/FORM 1295 .....	16
43.	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS & REQUIREMENT TO REGISTER IN SAM.....	17
44.	SOVEREIGN IMMUNITY .....	18
45.	CONTROLLING LAW AND VENUE.....	18
46.	MERGERS, ACQUISITIONS.....	18
47.	DELAYS.....	18
48.	ACCURACY OF DATA .....	18
49.	SUBCONTRACTING/ASSIGNMENT .....	19
50.	INDEPENDENT CONTRACTOR.....	19
51.	MONITORING PERFORMANCE .....	19
52.	SUBJECT TO APPROPRIATION OF FUNDS.....	19
53.	CONTRACTS SUBJECT TO GRANT FUNDING .....	19
54.	PROCUREMENT ETHICS.....	19
55.	NON-COLLUSION AFFIDAVIT.....	21

**INVITATION TO BID**  
**GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET**  
**GALVESTON COUNTY, TEXAS**

56. CERTIFICATION REGARDING LOBBYING ..... 22

57. NON-DISCRIMINATION ..... 22

58. RECORD RETENTION AND RIGHT TO AUDIT ..... 23

59. TITLE VI ASSURANCES/TxDOT..... 23

60. SECTION 231.006, FAMILY CODE/DELINQUENT CHILD SUPPORT ..... 24

61. ANTITRUST ..... 25

62. LABOR STANDARDS ..... 25

63. PROCUREMENT LAWS..... 25

64. ENTIRETY OF AGREEMENT AND MODIFICATION..... 30

65. NOTICE..... 30

66. USE OF DHS SEAL, LOGO, AND FLAGS PROHIBITED WITHOUT PRIOR APROVAL..... 31

67. FEDERAL GOVERNMENT NOT A PARTY..... 31

68. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS..... 31

69. LEAD AND ASBESTOS ..... 31

70. ACKNOWLEDGMENT OF GOVERNMENT RECORD..... 32

71. COMPLIANCE WITH GALVESTON COUNTY PURCHASING POLICIES AND PROCEDURES ..... 32



**GENERAL PROVISIONS – INVITATION TO BID  
GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET  
GALVESTON COUNTY, TEXAS**

**1. BID PACKAGE**

*The Invitation to Bid, general and special provisions, drawings, specifications/line item details, contract documents and the Bid sheet are all part of the Bid package. **BIDs must be submitted in sets of three (3), one (1) unbound original and two (2) copies** on the forms provided by the County if County forms are provided, including the Bid sheets completed in their entirety and signed by an authorized representative by original signature. Failure to complete and sign the Bid sheets/contract page(s) may disqualify the Bid from being considered by the Commissioners' Court. Any individual signing on behalf of the Bidder expressly affirms that he or she is duly authorized to tender this Bid and to sign the Bid sheet/contract under the terms and conditions in this bid on behalf of the Bidder and to bind the Bidder to the terms and conditions of this bid and the Bidder's response hereto. Bidder further understands that its' signing of the contract shall be of no effect unless the contract is subsequently awarded by the Commissioners' Court and the contract properly executed by the Commissioners' Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the bid. If there are discrepancies between unit prices quoted and extensions, the unit price shall prevail. Each Bidder is required to thoroughly review this entire Bid package to familiarize themselves with the Bid procedures, the plans and specifications for the requested work, as well as the terms and conditions of the contract the successful Bidder will execute with the County.*

**2. BIDDER'S RESPONSIBILITY**

The Bidder must affirmatively demonstrate its responsibility. The Bidder must also meet the following minimum requirements:

- A. have adequate financial resources or the ability to obtain such resources as required;
- B. be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this Invitation to Bid;
- C. have a satisfactory record of performance;
- D. have a satisfactory record of integrity and ethics; and
- E. be otherwise qualified and eligible to receive an award.

**3. TIME FOR RECEIVING BIDS**

Bids may be submitted by mail or hand delivery and **must be submitted only to the Galveston County Purchasing Agent**. If by delivery, the Bidder must deliver to the reception desk in the County Purchasing Agent's Office. The delivery and mailing instructions for the Galveston County Purchasing Agent are the following:

**Rufus Crowder, CPPO CPPB  
Galveston County Purchasing Agent  
722 Moody, Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550**

Bids will **not** be accepted by facsimile transmission or by electronic mail (email) unless superseded by instructions within the Special Provisions sections of this solicitation. Bids must be received by the County Purchasing Agent on or before the deadline for the opening of the bids. For clarity, mailing date/postmark is **not** sufficient – bids **must be received** by the County Purchasing Agent on or before the deadline. Late bids will not be accepted and will be

**GENERAL PROVISIONS – INVITATION TO BID  
GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET  
GALVESTON COUNTY, TEXAS**

returned to the bidder unopened. Bids received prior to the submission deadline will be maintained unopened until the specified time for opening.

The County Purchasing Agent will accept bids from 8:00 a.m. to 5:00 p.m. on each business day up to the submission deadline. Business days do not include Saturdays and Sundays, and do not include other days in which the County is closed for business in observance of holidays or for other reasons.

*The time-stamp clock within the County Purchasing Agent's Office shall be the official time-clock for the purpose of this solicitation and thus shall be the determinant of whether the bid was timely received.*

**The bidder should prominently identify the procurement number and name on the outside of the envelope/ mailing package.** A label shall be provided for this purpose and usage of the label is preferred. If the bidder fails to identify the bid on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the bid number for which the submission was made. The envelope will then be resealed. No liability will attach to a County office or employee for the premature opening of a bid.

If a bid is not submitted, return this Invitation to Bid and state reason (s), otherwise your name may be removed from the Purchasing Agent's mailing list.

**4. COMPETITIVENESS, INTEGRITY, INQUIRIES AND QUESTIONS**

To prevent biased evaluations and to preserve the competitiveness and integrity of the procurement process, **bidders are to direct all communications regarding this invitation to bid only to the Galveston County Purchasing Agent**, unless otherwise specifically noted.

**Do not contact the requesting department.** Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the bid of the firm found to be in non-compliance.

**All questions regarding this Invitation to Bid must be submitted in writing to:**

**Rufus Crowder, CPPO CPPB, Purchasing Agent  
722 Moody  
Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
Fax: (409) 621-7997  
E-mail: [purchasing.bids@co.galveston.tx.us](mailto:purchasing.bids@co.galveston.tx.us)**

All questions received and the responses thereto will be mailed, emailed, or faxed to all prospective bidders by addendum. No inquiries except clarification of instructions will be addressed by telephone.

Bidder is advised to carefully review this Invitation to Bid – it provides specific information necessary to aid participating firms in formulating a thorough response. Bidder's failure to examine all documents shall not entitle the bidder to any relief from the conditions imposing in the Invitation to Bid and the resultant contract.

**An authorized person from the bidder must sign the bid.** This signatory must be a person from the submitting firm who is duly authorized to tender and sign the bid on behalf of the bidder and to bind the bidder to the terms and conditions of this Invitation to Bid, the bidder's response, and all other terms and conditions of the contract. By this

**GENERAL PROVISIONS – INVITATION TO BID  
GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET  
GALVESTON COUNTY, TEXAS**

signature, the bidder further acknowledges that the bidder has read the bid documents thoroughly before submitting a bid and will fulfill the obligations in accordance to the terms, conditions, and specifications detailed herein.

**5. BID OPENING**

The Purchasing Agent shall open the bids on the date and time specified herein. Information read aloud at the bid opening is at the sole discretion of the Purchasing Agent. The Purchasing Agent will examine bids promptly and thoroughly.

**6. WITHDRAWAL OF BID/FIRM BID RULE**

Bidders may request withdrawal of their sealed bid prior to the scheduled bid opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing. No bids may be withdrawn for a period of sixty (60) calendar days after opening of the bids.

**7. COMMISSIONERS COURT**

No contract is binding on the County until it is properly placed on the Commissioners Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

Department heads and elected officials are not authorized to enter into any type of agreement or contract on behalf of the County. Only the Commissioners Court acting as a body may enter into a contract on behalf of and contractually bind the County. Additionally, department heads and elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the County Legal Department prior to being accepted and signed by the County's authorized representative.

**8. REJECTION OF BIDS/DISQUALIFICATION**

Galveston County, acting through its Commissioners Court, reserves the right to:

- reject any and all Bids in whole or in part received by reason of this Invitation to Bid;
- waive any informality in the Bids received;
- disregard the Bid of any Bidder determined to be not responsible;
- disregard the Bid of any Bidder determined to have not submitted its Bid timely; and/or;
- discontinue its efforts for any reason under this Bid package at any time prior to actual execution of contract by the County.

Bidders may be disqualified and rejection of Bids may be recommended to the Commissioners Court for any of (but not limited to) the following causes:

- A. Failure to use the bid forms furnished by the County, if applicable;
- B. Lack of signature by an authorized representative of bidder;
- C. Failure to properly complete the bid;
- D. Engaging in communications regarding this procurement during the pendency of this procurement with County officials and/or personnel who are not within the Purchasing Agent's Office;
- E. Failure to meet the mandatory requirements of this invitation to bid; and/or

**GENERAL PROVISIONS – INVITATION TO BID  
GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET  
GALVESTON COUNTY, TEXAS**

F. Evidence of collusion among bidders.

**9. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS**

It is the responsibility of the prospective Bidder to review the entire Invitation to Bid packet and to notify the Purchasing Agent if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any protest or question(s) regarding the specifications or Bid procedures must be received in the Purchasing Agent's Office not less than seventy-two (72) hours prior to the time set for Bid opening. Bidders are to submit their Bid as specified herein or propose an approved equal.

**10. SUBSTITUTES/DESCRIPTION OF MATERIALS AND EQUIPMENT**

Any brand name or manufacturer reference used herein is intended to be descriptive and not restrictive, unless otherwise noted, and is used to indicate the type and quality of material. The term "or equal" if used, identifies commercially produced items that have the essential performance and salient characteristics of the brand name stated in the item description. All supplies, material, or equipment shall be new and of the most suitable grade for the purpose intended. For clarification, "new" includes products containing recovered materials that are EPA-designated items and additionally see Section 63 of these General Provisions on contracts involving federal funds. It is not the County's intent to discriminate against any materials or equipment of equal merit to those specified. However, if Bidder desires to use any substitutions, prior written approval must be obtained from the Purchasing Agent and sufficiently in advance such that an addendum may be issued. All material supplied must be one hundred percent (100%) asbestos free. Bidder, by submission of its bid, certifies that if awarded any portion of this procurement, the bidder will supply only material and equipment that is 100% asbestos free.

**11. EXCEPTIONS TO BID**

The Bidder will list on a separate sheet of paper any exceptions to the conditions of the bid. This sheet will be labeled, "Exceptions to Bid Conditions", and will be attached to the bid. If no exceptions are stated, it will be understood that all general and special conditions will be complied with, without exception.

The Bidder must specify in its Bid any alternatives it wishes to propose for consideration by the County. Each alternative should be sufficiently described and labeled within the Bid and should indicate its possible or actual advantage to the program being offered.

The County reserves the right to offer these alternatives to other Bidders.

**12. PRICING**

Bids will be either lump sum or unit prices as shown on the Bid sheet. The net priced items will be delivered to Galveston County, including all freight, shipping, and delivery charges.

Cash discount must be shown on bid, otherwise prices will be considered net. Unless prices and all information requested are complete, Bid may be disregarded and given no consideration.

In case of default by the contractor, the County of Galveston may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the

**GENERAL PROVISIONS – INVITATION TO BID  
GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET  
GALVESTON COUNTY, TEXAS**

price named in the contract of purchase order and the actual cost thereof to the County of Galveston. Prices paid by the County of Galveston shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court.

**13. PROCUREMENT CARD (P-CARD) PROGRAM**

The County of Galveston participates in a Procurement Card (P-Card) program that allows payments made to a vendor by credit card. This method typically results in substantially faster bill payments, sometimes within three (3) to five (5) days of the actual transaction date. All transaction fees from the card provider are to be paid by the successful contractor. If your company will accept payment via credit card (Visa, MasterCard), please notate this in your Bid submittal.

**14. PASS THROUGH COST ADJUSTMENTS**

Except in instances of extreme extenuating circumstances Contractor prices shall remain firm throughout the contract period and any renewals. Examples of extreme extenuating circumstances include such situations as a nationwide rail strike, oil shortage or oil embargo.

In extreme extenuating circumstances, Contractors may be allowed to temporarily "pass through" additional costs they are forced to incur through no fault of their own. A request for a pass through cost increase will not be considered unless a Contractor's cost for the Contractor's product exceeds 10% over the original cost for the product. Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) days. Costs that historically are anticipated to rise over a period of time (for example only, such as wages or insurance costs) do not qualify for pass through. If a Contractor thinks he will be asking for a pass through cost adjustment during the term of the contract, then the original cost of the product to Contractor must be stated in Contractor's original bid.

A request for a pass through cost does not guarantee that one will be granted. Contractors must submit such information on each request as required by the County Purchasing Agent. The County Purchasing Agent will review each request on a case-by-case basis and if valid, submit the request to Commissioners Court for authorization and determination of the appropriateness of each request as well as amount and duration of increase. Contractors will not be permitted any additional compensation for mark-ups or profits based on the increase in price. Rather, such additional compensation will be limited to the actual increase in original cost to the Contractor as such increase is reflected by the original cost stated in the bid. But in no event will the amount of additional compensation exceed 25% increase in Contractor's original cost for the product as such cost is reflected in Contractor's original Bid or the duration exceed a period of sixty (60) days. In addition should the cost, during the period of the pass through, return to normal or decrease to below pre pass through prices, appropriate downward adjustments shall be made. No more than one pass through adjustment will be permitted per year.

**15. MODIFICATION OF BIDS**

A Bidder may modify a bid by letter at any time prior to the submission deadline for receipt of Bids. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by Bidder guaranteeing authenticity. Bids may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court considering of same.

**GENERAL PROVISIONS – INVITATION TO BID  
GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET  
GALVESTON COUNTY, TEXAS**

**16. PRE-BID CONFERENCE**

A pre-bid conference for the purpose of discussing contract requirements and answering questions of prospective bidders may be conducted in this procurement. A pre-bid conference may be mandatory or voluntary. If the pre-bid conference is mandatory, then the County is authorized to condition acceptance of a bid on compliance with attendance. The Special Provisions of this procurement shall specify if a pre-bid conference is to be held and shall specify whether the pre-bid conference is mandatory or voluntary. Only a principal, officer, or employee of the bidder may represent the bidder at the pre-bid conference and no person may represent more than one bidder at the pre-bid conference.

**17. SIGNATURE OF BIDS**

Each Bid shall give the complete mailing address of the Bidder and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each bid shall include the Bidder's Federal Employer Identification Number (FEIN). Failure to sign the Contract page(s) and bid response sheets may disqualify the bid from being considered by the County. The person signing on behalf of the Bidder expressly affirms that the person is duly authorized to tender the bid and to sign the bid sheets and contract under the terms and conditions of this Invitation to Bid and to bind the Bidder thereto and further understands that the signing of the contract shall be of no effect until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

**18. AWARD OF BIDS – EVALUATION CRITERIA AND FACTORS**

The award will be made to the responsible Bidder whose bid is determined to be the lowest and best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Invitation to Bid. **The proposed cost to the County will be considered firm and cannot be altered after the submission deadline.**

**“Lowest and best” means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.**

In determining the lowest and best bid for a contract for the purchase of earth-moving, material-handling, road maintenance, or construction equipment, the Commissioners Court may also consider the information submitted under Section 262.0255 of the Local Government Code; and in determining the lowest and best bid for a contract for the purchase of road construction material, the Commissioners Court may consider the pickup and delivery locations of the bidders and the cost to the county of delivering or hauling the material to be purchased. The Commissioners Court may award contracts for the purchase of road construction material to more than one bidder if each of the selected bidders submits the lowest and best bid for a particular location or type of material.

Each Bidder, by submitting a bid, agrees that if its' bid is accepted by the Commissioners' Court, such Bidder will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this bid and contract.

The contractor shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from the County Purchasing Agent. The contractor will perform all services indicated in the bid in compliance with this contract.

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners' Court agenda and approved in open court. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of Galveston County. Only the Commissioners' Court, acting as a body, may enter into a contract on behalf of the County. Additionally,

**GENERAL PROVISIONS – INVITATION TO BID  
GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET  
GALVESTON COUNTY, TEXAS**

department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the County Legal Department prior to being signed by the County's authorized representatives.

The County of Galveston reserves the right to accept bids on individual items listed, or group items, or on the bid as a whole; to reject any and all bids; to waive any informality in the bids; to disregard the bids that are not submitted timely; to disregard the bids of bidders determined to be not responsible; and to accept the bid that appears to be in the best interest of the County. The selection process may, however, include a request for additional information or an oral presentation to support the written bid.

In determining and evaluating the best bid, the pricing may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered along with any other relevant items. The Commissioners' Court shall be the sole judge in the determination of these matters.

The County reserves the right to reject any or all Bids in whole or in part received by reason of this Invitation to Bid and may discontinue its efforts under this Invitation to Bid for any reason or no reason or solely for the County's convenience at any time prior to actual execution of the contract by the County.

**A Bidder whose bid does not meet the mandatory requirements set forth in this Invitation to Bid may be considered non-compliant.**

The invitation to submit a bid which appears in the newspaper, or other authorized advertising mediums, these general provisions, the specifications which follow, the Bid sheets, and any addenda issued are all considered part of the Bid.

Each Bidder, by submitting a bid, agrees that if its bid is accepted by the Commissioners' Court, such Bidder will furnish all items and services upon the terms and conditions in this Invitation to Bid and the resultant contract.

Notice of contract award is anticipated to be made within ninety (90) days of opening of Bids to the lowest responsive and responsible contractor, whose bid complies with all the requirements in the Invitation to Bid.

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Section 35, Requirement of and Proof of Insurance, or if different, then as described within the Special Provisions or resultant contract.

The contractor shall not commence work under these terms and conditions of the contract until all applicable Purchase Orders, Certificates of Insurance, Performance and Payment Bonds, and Irrevocable Letters of Credit (if required) have been approved by the County of Galveston and the Contractor has received notice to proceed in writing and an executed copy of the contract from the County Purchasing Agent.

**19. DISPUTE AFTER AWARD/PROTEST**

Any actual or prospective Bidder who is allegedly aggrieved in connection with the solicitation of this Invitation to Bid or award of a contract resulting therefrom may protest. The protest shall be submitted in writing to the Purchasing Agent within seven (7) calendar days after such aggrieved person knows of or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court through the Purchasing Agent. The decision of the

**GENERAL PROVISIONS – INVITATION TO BID  
GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET  
GALVESTON COUNTY, TEXAS**

Commissioners' Court will be final. The Commissioners' Court need not consider protests unless this procedure is followed.

**20. PUBLIC INFORMATION ACT (f/k/a Open Records Act)**

The bidder acknowledges that the County is a government body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code, and as such is required to release information in accordance with the provisions of the Public Information Act.

**If bidder considers any of its submitted information to be proprietary in nature, trade secret, or otherwise confidential, then it must clearly and conspicuously mark such information as proprietary, trade, secret, or confidential. By the submission of its bid, Bidder expressly affirms that it has clearly and conspicuously marked any information within its submission that Bidder considers confidential, proprietary, and/or trade secret.**

In the event the County receives a request for information under the Public Information Act seeking information that the Bidder has marked as confidential, proprietary, and /or trade secret, then the County agrees that it shall provide notice to the Bidder of the request for information and the request for decision process under the Public Information Act. Thus, the County will submit the initial correspondence to the Texas Attorney General – however, the burden is and shall be on the Bidder to submit correspondence to the Attorney General if the Bidder wishes its information to be withheld. Bidder is deemed to have knowledge of the Public Information Act. **By the submission of its bid, bidder expressly acknowledges that the burden to withhold its' information from public disclosure lays with the bidder;** thus, bidder further acknowledges and agrees that it shall submit comments to the Texas Attorney General in the request for decision process if bidder wishes to have its' information withheld from public disclosure.

**21. BIDDER'S E-MAIL ADDRESSES – CONSENT TO DISCLOSURE**

Notwithstanding the foregoing Section 19, Bidder acknowledges and agrees that the confidentiality of any and all email addresses Bidder uses or discloses in communicating with the County are **open** to the public in accordance with Section 552.137 of the Government Code and Bidder consents to the release of its email addresses.

**22. RESULTANT CONTRACT**

Bidder shall correctly and fully execute the resultant contract first. After this, the contract shall be set for consideration by the Commissioners' Court. If the Commissioners' Court authorizes the execution of the contract, the resultant contract shall become effective upon the Commissioners' Court execution of same, provided that the contract is executed by all parties to the contract. Contract documents shall consist of the contract, the General and Special Provisions, drawings, bid package (including best and final offer(s) if such is utilized), any addenda issued, and any change orders issued during the work. If applicable to the attached bid, bidder must sign three (3) original contracts and return all three with their bid submittal.

Bidder should submit a proposed contract with its Bid or its sample material terms and conditions for review and consideration.



**GENERAL PROVISIONS – INVITATION TO BID  
GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET  
GALVESTON COUNTY, TEXAS**

**23. CONTRACT TERM**

The term of the resultant contract will begin on the date of full execution or the execution by the Commissioners' Court, whichever is later, and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth.

**24. TERMINATION FOR DEFAULT**

Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case either party may require corrective action within ten (10) business days from date of receipt of written notice citing the exact nature of such breach. Failure of the party being notified to take corrective action within the prescribed ten (10) business days, or failure to provide written reply of why no breach has occurred, shall constitute a Default of Contract.

All notices relating to default by Bidder of the provisions of the contract shall be issued by the County through its Legal Department, and all replies shall be made in writing to the County Legal Department. Notices issued by or issued to anyone other than the County Legal Department shall be null and void and shall be considered as not having been issued or received.

Galveston County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of bids or further negotiations. At a minimum, Bidder shall be required to pay any difference in service or materials, should it become necessary to contract with another source, plus reasonable administrative costs and attorney fees.

In the event of Termination for Default, Galveston County, its agents or representatives shall not be liable for loss of any profits anticipated to be made by Bidder.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

No waiver by either party of any event of default under this agreement shall operate as a waiver of any subsequent default under the terms of this agreement.

County reserves the right to terminate this contract immediately in the event Bidder:

- A. Fails to meet delivery or completion schedules; and/or
- B. Fails to otherwise perform in accordance with the accepted Bid and the contract.

**25. TERMINATION FOR CONVENIENCE**

County may terminate this contract upon at least thirty (30) calendar days prior written notice for its convenience or for any reason deemed by the County to serve the public interest. As well, County may terminate this contract upon thirty (30) calendar days prior written notice for any reason resulting from any governmental law, order, ordinance, regulation, or court order. In no event shall County be liable for loss of any profits anticipated to be made hereunder by Bidder should this contract be terminated early.

**GENERAL PROVISIONS – INVITATION TO BID  
GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET  
GALVESTON COUNTY, TEXAS**

**26. FORCE MAJEURE**

If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the Force Majeure claimed, but for no longer period.

Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations.

**27. ESTIMATED QUANTITIES**

Any reference to quantities shown in the Invitation to Bid is an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its requirements.

**28. CONTRACTOR INVESTIGATION**

Before submitting a bid, each Bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. Bidder shall exercise due diligence and is further charged with knowledge of the local, State, and Federal laws, rules, and regulations applicable to this contract. If the bidder receives an award as a result of its bid submission in this procurement, the bidder's failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation and/or for excused nonperformance.

**29. NO COMMITMENT BY COUNTY OF GALVESTON**

This Invitation to Bid does not commit the County of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a bid in response to this Invitation to Bid and does not commit the County of Galveston to procure or contract for services or supplies.

**30. BID COSTS BORNE BY BIDDER**

Galveston County shall not be liable for any costs incurred by Bidder in preparation, production, or submission of a bid, including but not limited to best and final offer if applicable. As well, Galveston County shall not be liable for any work performed by Bidder prior to issuance of fully executed contract and properly issued notice to proceed. Galveston County shall not be liable for any costs incurred by Bidder by reason of attending a pre-Bid conference. Galveston County shall not be liable for any costs incurred by Bidder by reason of the County invoking use of best and final offers.

**GENERAL PROVISIONS – INVITATION TO BID  
GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET  
GALVESTON COUNTY, TEXAS**

**31. BEST AND FINAL OFFIERS (BAFO)**

Not applicable.

**32. SINGLE BID RESPONSE**

If only one bid is received in response to the Invitation to Bid, a detailed cost bid may be requested of the single bidder. A cost/price analysis and evaluation and/or audit may be performed of the cost bid in order to determine if the price is fair and reasonable.

**33. CHANGES IN SPECIFICATIONS**

If it becomes necessary to revise any part of this bid, a written notice of such revision will be provided to all Bidders in the form of addenda. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees or officials, unless such clarification or change is provided to Bidders in a written addendum from the Purchasing Agent. Bidders are advised to inquire prior to the submission deadline as to whether any addenda to this invitation to bid have been issued, as the successful bidder will be required to abide by such addenda.

The County of Galveston reserves the right to revise or amend the specifications up to the time set for opening of bids. Such revisions and amendments, if any, shall be announced by form of addenda. Copies of such addenda (or addendum in the event only one addendum is issued in the procurement) shall be furnished to all prospective contractors. Prospective contractors are defined as those contractors listed on the County's Invitation to Bid list for this material/service or those who have obtained documents from the Purchasing Agent's Office subsequent to the advertisement. If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of bids may be postponed by such number of days as in the opinion of the County shall enable contractors to revise their bids. In any case, the bid opening shall be at least seven (7) business days after the last revising or amendment addendum and the addendum shall include an announcement of the new date, if applicable, for the opening of bids.

**34. BID IDEAS AND CONCEPTS**

The County reserves to itself the right to adopt or use for its benefit, any concept, plan, or idea contained in any bid.

**35. BID DISCLOSURES**

While this procurement is pending, the names of those who submitted bids will not be made public unless in conformity with the County Purchasing Act. Likewise, no pricing or staffing information will be released unless in conformity with the County Purchasing Act. Bidders are requested to withhold all inquiries regarding their bid or other submissions until after an award is made. No communication is to be had with any County employee or official, other than the County Purchasing Agent, regarding whether a bid was received - violations of this provision may result in the rejection of a bid.

**36. INDEMNIFICATION**

**The contractor agrees to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County of Galveston, its elected and appointed officials and department heads, agents and**

**GENERAL PROVISIONS – INVITATION TO BID  
GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET  
GALVESTON COUNTY, TEXAS**

**employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof arising out of or in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s), in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against Galveston County resulting from contractor's operations under this contract.**

**Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.**

**37. REQUIREMENT OF AND PROOF OF INSURANCE**

The successful Bidder shall furnish evidence of insurance to the County Purchasing Agent and shall maintain such insurance as required hereunder or as may be required in the Special Provisions or resultant contract, if different. Contractor shall obtain and thereafter continuously maintain in full force and effect, commercial general liability insurance, including but not limited to bodily injury, property damage, and contractual liability, with combined single limits as listed below or as may be required by State or Federal law, whichever is greater.

- A. For damages arising out of bodily injury to or death of one person in any one accident :  
ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS.
- B. For damages arising out of bodily injury to or death of two or more persons in any one accident:  
THREE HUNDRED THOUSAND AND NO/100 (\$300,000.00) DOLLARS.
- C. For any injury to or destruction of property in any one accident :  
ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS.

**Insurance shall be placed with insurers having an A.M. Best's rating of no less than A.** Such insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from loss or damage that may arise to any person or property by reason of services rendered by Contractor.

**Galveston County shall be listed as the additional insured on policy certificates and shall be provided with no less than thirty (30) calendar days prior notice of any changes to the policy during the contractual period.**

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) business days of issuance of notification from the County Purchasing Agent to Bidder that the contract is being activated as written proof of such insurance and further provided that Bidder shall not commence work under this contract until it has obtained all insurance required herein, provided written proof as required herein, and received written notice to proceed issued from the County Purchasing Agent.

Proof of renewal/replacement coverage shall be provided prior to the expiration, termination, or cancellation date of any policy and Galveston County shall be named as an additional insured on any such renewal/replacement coverage

**GENERAL PROVISIONS – INVITATION TO BID  
GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET  
GALVESTON COUNTY, TEXAS**

and a certificate of insurance showing such shall be provided to the Purchasing Agent. Said insurance shall not be cancelled, permitted to expire, or changed without at least thirty (30) days prior written notice to the County.

Insurance required herein shall be maintained in full force and effect during the life of this contract and shall be issued on an occurrence basis. Contractor shall require that any and all subcontractors that are not protected under the Contractor's own insurance policies take and maintain insurance of the same nature and in the same amounts as required of Contractor and provide written proof of such insurance to Contractor. Proof of renewed/replacement coverage shall be provided prior to the expiration, termination, or cancellation date of any policy. Contractor shall not allow any subcontractor to commence work on the subcontract until such insurance required for the subcontractor has been obtained and approved.

**Workers' Compensation Insurance:** Successful Bidder shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all its' employees, including but not limited to full time, part time, and emergency employees employed by the successful Bidder. Current insurance certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful Bidder to the County.

Insurance is to be placed with insurers having a Best rating of no less than A. The Bidder shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of receiving notification from the County Purchasing Agent that the contract is being activated. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Bidder shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

The County agrees to provide Bidder with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Bidder shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Bidder.

In no event shall the County be liable for any damage to or destruction of any property belonging to the Bidder.

**Subrogation Waiver.** Bidder and Bidder's insurance carrier waive any and all rights to subrogation against Galveston County in regard to any suit or claim arising out of personal injury or property damage resulting from Bidder's performance under this agreement.

**38. BID GUARANTEE**

Unless specified differently within the Special Provisions of this procurement, each Bidder shall be required to submit a bid guarantee with its bid as required within this Section.

Evidencing its firm commitment to engage in contract if Bidder is selected for award of contract, each Bidder is required to furnish with their bid a cashier's check or an acceptable Bidder's bond in the amount of five percent (5%) of the total contract price. If Bidder is using a bond, then the Bidder bond must be executed with a surety company authorized to do business in the State of Texas. Failure to furnish the bid guarantee in the proper form and amount, by the time set for opening of bids may be cause for rejection of the bid.

The cashier's check or Bidder/bid bond (as applicable) will be returned to each respective unsuccessful Bidder(s) subsequent to the Commissioners Court award of contract, and shall be returned to the successful Bidder upon the

**GENERAL PROVISIONS – INVITATION TO BID  
GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET  
GALVESTON COUNTY, TEXAS**

completion and submission of all contract documents. Provided however, that the cashier's check or Bidder bond will be forfeited to the County as liquidated damages should successful Bidder fail to execute the contract within thirty (30) days after receiving notice of the acceptance of its bid.

**39. PERFORMANCE AND PAYMENT BONDS (if required)**

Successful Bidder, before beginning work, shall execute a performance bond and a payment bond, each of which must be in the amount of the contract. The required payment and performance bonds must each be executed by a corporate surety authorized to write surety bonds in the State of Texas and in accordance with Chapter 3503 of the Insurance Code (codified in 2005 and originally within Section 1, Chapter 87, Acts of the 56<sup>th</sup> Leg., R.S., 1959, and in Article 7.19-1, Vernon's Texas Insurance Code).

The performance and payment bonds must each clearly and prominently display on the bond or on an attachment to the bond:

- a.) The name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or
- b.) The toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll free-telephone number.

The performance bond shall be solely for the protection of Galveston County, in the full amount of the contract, and conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents. The payment bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply labor or material, and in the amount of the contract.

The payment and performance bonds required to be furnished herein must be furnished before the contractor begins work and are a requirement for issuance of a Notice to Proceed. Such bonds must be furnished to the Galveston County Purchasing Agent within thirty (30) calendar days after the date of the full execution of the contract or, if applicable, as required under Chapter 2253, Government Code, whichever is earlier. Contractor's failure to provide the required payment and performance bonds within such time period shall constitute an event of default under this contract. Contractor shall not commence work until all applicable certificates of insurance, performance bonds, and payment bonds have been received and approved by the County Purchasing Agent and the Contractor receives notice to proceed in writing that has been issued by the County Purchasing Agent.

Additionally, if this request for bid is for the award of a public works contract, then compliance with Chapter 2253 of the Texas Government Code, which is known as the McGregor Act, is mandatory. Performance and payment bonds are required to be furnished in accordance with Chapter 2253 of the Texas Government Code. Bidder should familiarize itself with the entire provisions of Chapter 2253 of the Texas Government Code.

**40. PATENT AND COPYRIGHT PROTECTION**

The Bidder agrees at its sole expense to protect the County from claims involving infringement of patents, copyright, trademark, trade secret, or other intellectual property rights. **Bidder shall indemnify and save harmless the County of Galveston, its officers, employees, and agents, from liability of any nature and kind whatsoever, including without limitation cost and expenses, for or on account of any copyrighted, trademarked, trade secret, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, or other intellectual property rights, including its use by the County.** Bidder also agrees that if Bidder is awarded this

**GENERAL PROVISIONS – INVITATION TO BID  
GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET  
GALVESTON COUNTY, TEXAS**

contract, that no work performed hereunder shall be subject to patent, copyright, or other intellectual property by Bidder.

**41. CONFLICT OF INTEREST DISCLOSURE REPORTING (FORM CIQ)**

Bidder may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). The CIQ Form pertains to business relationship, gift giving and family relationship reporting. If bidder is required to file a CIQ Form, then the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.

**Business relationship.** If Bidder has an employment or other business relationship with a local government officer of Galveston County or with a family member of a local government officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds \$2,500.00 during the preceding 12-month period, then Bidder **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

**Gift-giving.** If Bidder has given a local government officer of Galveston County or a family member of a local government officer of Galveston County one or more gifts with an aggregate value of more than one-hundred dollars (\$100.00) during the preceding 12-months, then Bidder **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

**Family member.** For purposes of the business relationship and gift giving reporting requirements, a “family member” means a person related to another person with the first degree of consanguinity or affinity, as described by Subchapter B, Chapter 573, Texas Government Code. Examples of persons within the first degree by consanguinity or affinity include a son, daughter, father, mother, spouse, son-in-law, daughter-in-law, father-in-law, mother-in-law, stepson, stepdaughter, stepmother, and stepfather.

**Family relationship.** If Bidder has a “family relationship” with a local government officer of Galveston County then Bidder **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County, regardless of whether Bidder has a business relationship or has given gifts to the local government officer or a family member of the local government officer. For this purpose, “family relationship” means Bidder is related within the third degree by consanguinity or the second degree by affinity, as those terms are defined under Chapter 573 of the Texas Government Code, to a local government officer of Galveston County. Examples of such relationships include a son, daughter, mother, father, brother, sister, grandchild, great-grandchild, grandparent, great-grandparent, niece, nephew, uncle, aunt, spouse, mother-in-law, father-in-law, daughter-in-law, son-in-law, spouse’s grandchild, spouse’s grandparent, grandparent’s spouse, grandchild’s spouse, stepson, stepdaughter, stepmother, and stepfather.

Bidder must file its original CIQ Form with the Galveston County Clerk. The Galveston County Clerk has offices at the following locations:

**Galveston County Clerk**  
Galveston County Justice Center, Suite 2001  
600 59<sup>th</sup> Street  
Galveston, Texas 77551

**Galveston County Clerk**  
North County Annex, 1<sup>st</sup> Floor  
174 Calder Road  
League City, Texas 77573

**GENERAL PROVISIONS – INVITATION TO BID  
GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET  
GALVESTON COUNTY, TEXAS**

Again, if Bidder is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (not the Purchasing Agent).

For Bidder's convenience, a blank CIQ Form is enclosed with this bid package. Blank CIQ Form(s) may also be obtained by visiting the Purchasing Agent's website – this website is linked from the Galveston County homepage, at <http://www.galvestoncountytexas.gov>.

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

It is Bidder's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Bidder is required to file by the requirements of Chapter 176 of the Local Government Code. Bidder is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code, and the failure to file may be grounds to void the contract, if Bidder is awarded a contract.

If bidder has any questions about compliance with Chapter 176, Bidder may wish to consult its' legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.

**42. DISCLOSURE OF INTERESTED PARTIES/FORM 1295**

Under Section 2252.908 of the Government Code, any business entity that enters into a contract with Galveston County that requires the approval of the Commissioners Court must submit a "Disclosure of Interested Parties" to the County prior to the execution of the contract. This form, the "Disclosure of Interested Parties" form was promulgated by the Texas Ethics Commission, and is the "Form 1295". **This procurement is subject to these requirements.**

The Texas Ethics Commission was charged with promulgating rules to implement Section 2252.908 of the Government Code. The rules adopted by the Texas Ethics Commission are located at Sections 46.1, 46.3, and 46.5 of Title 1 of the Texas Administrative Code. Thus, the law covering these requirements is located at Section 2252.908 of the Government Code, and in Title 1, Sections 46.1, 46.3, and 46.5 of the Texas Administrative Code.

The Texas Ethics Commission's website is: [www.ethics.state.tx.us](http://www.ethics.state.tx.us). The area of the Texas Ethics Commission website pertaining to Form 1295 is:

[www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

**Form 1295 must be completed electronically through the Texas Ethics Commission website** (handwritten forms are not allowable). Once the business entity has completed their electronic filing of Form 1295, then the business entity must print out the electronically completed form, and sign and notarize the Form 1295. Once Form 1295 is signed and notarized, the business entity must submit their completed, signed, and notarized Form 1295 to the Galveston County Purchasing Agent.

**Successful Proposer is and shall be subject to these requirements, and no resultant contract may be executed by the Commissioners Court until the completed, signed, and notarized Form 1295 is on file with the County Purchasing Agent.**

**No portion of the Form 1295 process commits the County to any type of award of contract whatsoever.**



**GENERAL PROVISIONS – INVITATION TO BID  
GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET  
GALVESTON COUNTY, TEXAS**

After the Purchasing Agent's Office receives the completed, signed, and notarized Form 1295, the Purchasing Agent's Office will, within 30 days, go the Texas Ethics Commission website to submit electronic confirmation of the County's receipt of the completed, signed, and notarized Form 1295.

**43. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS & REQUIREMENT TO REGISTER IN SAM**

Bidder certifies that neither it, nor any of its Principals, are presently debarred, suspended, proposed for debarment, disqualified, excluded, or in any way declared ineligible for the award of contracts by any Federal agency. Contractor agrees that it shall refund Galveston County for any payments made to Contractor while ineligible. Contractor acknowledges that Contractor's uncured failure to perform under this Agreement, if such should occur, may result in Contractor being debarred from performing additional work for the County, the respecting State Agency administering the grant funding the contract, if applicable, the State, FEMA or HUD (as applicable), and other Federal and State entities. Further, Bidder has executed the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters and returned the fully completed and executed original certification with the submission of its bid. **The truthful and fully completed and executed original of the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters must be included with the submission of Bidder's Bid and is a mandatory requirement of this Invitation to Bid. Bidder's failure to include the fully completed and executed original of this Certification shall be considered non-compliance with the requirements of this Invitation to Bid and grounds for the rejection of Bidder's Bid.** Proposer shall immediately notify the County Purchasing Agent if it becomes debarred or suspended, placed on the Consolidated List of Debarred Contractors, or in any other way becomes ineligible for award of contract by any Federal agency. This Certification is a material fact relied upon by Galveston County; if it is later determined that the contractor did not comply with 2 C.F.R. Part 180 and 2 C.F.R. Part 3000, in addition to the remedies available to Galveston County and the State agency administering this grant, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment of contractor.

If the contract to be awarded pursuant to this procurement involves the use of Federal funds, then bidder must also be registered in the Federal Contractor Registry through the System for Award Management (SAM) to be eligible for award of contract pursuant to this procurement.

Information regarding the SAM is available at:

<http://www.federalcontractorregistry.com/?gclid=CIG1hf2rr8wCFYkCaQoducANZw> or at  
<https://www.sam.gov/portal/SAM/#1>.

No contract involving the use of Federal funds may be awarded to any bidder unless and until such registration is current and in good standing under SAM. Successful bidder must maintain SAM registration throughout the entire term of the agreement with the County. If this contract involves the use of Federal funds, then bidder must enclose proof of such SAM registration within its response, which is also a mandatory requirement of this procurement; failure to enclose such proof shall be considered non-compliance with the requirements of this procurement and grounds for the rejection of bidder's response to this procurement (i.e., bid, proposal, or qualifications statement, as applicable).

**GENERAL PROVISIONS – INVITATION TO BID  
GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET  
GALVESTON COUNTY, TEXAS**

**44. SOVEREIGN IMMUNITY**

The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

**45. CONTROLLING LAW AND VENUE**

Bidder acknowledges and agrees that the contract is and shall be governed and construed by the laws of the State of Texas and that venue shall lie exclusively in a court of competent jurisdiction in Galveston County, Texas.

**46. MERGERS, ACQUISITIONS**

The Bidder shall be required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that a bid is submitted.

If subsequent to the award of any contract resulting from this Invitation to Bid the Bidder shall merge or be acquired by another firm, the following documents must be submitted to the County:

- A. Corporate resolutions prepared by the awarded Bidder and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
- B. New entity's Federal Identification Number (FEIN);
- C. New entity's proposed operating plans;
- D. New entity's proof of registration in SAM for contracts involving Federal funds;
- E. New entity's certification regarding debarment;
- F. New entity's certification regarding lobbying; and
- G. W-9 Form for new entity.

Moreover, Bidder is required to provide the County with notice of any anticipated merger or acquisition as soon as Bidder has actual knowledge of the anticipated merger or acquisition. The New Bidder's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan to the Commissioners Court for its approval.

**47. DELAYS**

The County reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of the County. There shall be no additional costs attributed to these delays should any occur. Bidder agrees it will make no claims for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Bidder attributed to these delays, should any occur. In addition, Bidder agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

**48. ACCURACY OF DATA**

Information and data provided through this Invitation to Bid are believed to be reasonably accurate.

**GENERAL PROVISIONS – INVITATION TO BID  
GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET  
GALVESTON COUNTY, TEXAS**

**49. SUBCONTRACTING/ASSIGNMENT**

Bidder shall not assign, sell, or otherwise transfer its contract in whole or in part without prior written permission of the County acting by and through its Commissioners' Court. Such consent, if granted, shall not relieve the Bidder of any of its responsibilities under this contract.

**50. INDEPENDENT CONTRACTOR**

Bidder expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which Bidder or its subcontractors perform in providing the requirements stated in the Invitation to Bid.

**51. MONITORING PERFORMANCE**

The County shall have the unfettered right to monitor and audit the Bidder's work in every respect. In this regard, the Bidder shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors. Further, the Bidder shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Bidder's work and performance under this contract. In the event any such material is not held by the Bidder in its original form, a true copy shall be provided.

**52. SUBJECT TO APPROPRIATION OF FUNDS**

State law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved by the Commissioners' Court. Galveston County anticipates this to be an integral part of future budgets to be approved during the periods of this contract, except for unanticipated needs or events which may prevent such payments against this contract. However, Galveston County cannot guarantee the availability of funds, and enters into this contract only to the extent such funds are made available through appropriation (allocation) by the Commissioners' Court. This contract shall not be construed as creating any debt on behalf of the County of Galveston in violation of TEX. CONST. art. XI, § 7, and it is understood that all obligations of Galveston County are subject to the availability of funds.

**53. CONTRACTS SUBJECT TO GRANT FUNDING**

Notwithstanding the foregoing, if the contract to be awarded by this procurement is funded with Federal or State grant funds, the bidder acknowledges that the obligations of the County under the contract are contingent upon the continued availability of grant funding to meet the County's obligations. If the grant(s) to the County is reduced, de-obligated, or otherwise discontinued or terminated, Contractor agrees that the County may immediately terminate the contract without penalty or any liability whatsoever on the part of the County, the State, or the Federal awarding agency.

**54. PROCUREMENT ETHICS**

Galveston County is committed to the highest ethical standards. Therefore, it is a serious breach of the public trust to subvert the public purchasing process by directing purchases to certain favored vendors, or to tamper with the competitive bidding process, whether it's done for kickbacks, friendship or any other reason. Since misuse of the

## **GENERAL PROVISIONS – INVITATION TO BID GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET GALVESTON COUNTY, TEXAS**

purchasing power of a local government carries criminal penalties, and many such misuses are from a lack of clear guidelines about what constitutes an abuse of office, the Code of Ethics outlined below must be strictly followed.

Galveston County also requires ethical conduct from those who do business with the County.

### **CODE OF ETHICS – Statement of Purchasing Policy:**

Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

To achieve the purpose of this Article, it is essential that those doing business with Galveston County also observe the ethical standards prescribed herein.

### **General Ethical Standards:**

It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties.

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in a procurement when the employee knows that:

- The employee or any member of the employee's family, has a financial interest pertaining to the procurement;
- A business or organization in which the employee or any member of the employee's family, has a financial interest pertaining to the procurement; or
- Any other person, business, or organization with which the employee or any member of the employee's family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

### **Gratuities:**

It shall be a breach of ethics for any person to offer, give, or agree to give any employee or former employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or bid pending before this government.

### **Kickbacks:**

**GENERAL PROVISIONS – INVITATION TO BID  
GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET  
GALVESTON COUNTY, TEXAS**

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or to any person associated therewith, as an inducement for the award of a contract, subcontract or order.

**Contract Clause:**

The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County.

**Confidential Information:**

It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any other person.

**Prohibition against Contingent Fees:**

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Galveston County contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Failure to abide by this section constitutes a breach of ethical standards.

**Representation:**

Bidder represents and warrants, by signing and submitting its bid, that it has not retained anyone in violation of this section prohibiting contingent fees.

**Contract Clause:**

The representation prescribed above shall be conspicuously set forth in every contract and solicitation thereof.

**55. NON-COLLUSION AFFIDAVIT**

Bidder certifies, by signing and submitting a bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham bid or that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid price of the contractor of any other bidder, or to fix any overhead, profit or cost element of the bid price, or that of any other contractor, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the contractor has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

**A blank Non-Collusion Affidavit is included with this Bid packet. Bidder must enclose a truthful and fully executed original Non-Collusion Affidavit with the submission of its bid. This is a mandatory requirement of this Invitation to Bid. Failure to include the truthfully and fully executed Non-Collusion Affidavit in the submission of its Bid shall be considered non-compliance with the requirements of this Invitation to Bid by the Bidder and grounds for the rejection of Bidder's submission.**

No negotiations, decisions, or actions shall be initiated by any company as a result of any verbal discussion with any County employee prior to the opening of responses to this Invitation to Bid.

No officer or employee of the County of Galveston, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or

**GENERAL PROVISIONS – INVITATION TO BID  
GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET  
GALVESTON COUNTY, TEXAS**

financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County of Galveston contracts for this service.

**56. CERTIFICATION REGARDING LOBBYING**

Bidder certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder, to any person for influencing or attempting to influence a department or employee of an agency, a member 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 a department or employee of any agency, a member of Congress, a department or employee of congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the bidder shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- c. Bidder 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.

The truthful and fully completed and executed original of the Certification Regarding Lobbying (included with bid packet) must be included with the submission of Bidder’s Bid and is a mandatory requirement of this Invitation to Bid. Bidder’s failure to include the fully completed and executed or original of this Certification shall be considered non-compliant with the requirements of this Invitation to Bid and grounds for the rejection of the Bidder’s Bid. Submission of the certification is a prerequisite for making or entering into a contract with Bidder and is imposed by Section 1352, Title 31, United States Code. Further, any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**57. NON-DISCRIMINATION**

- a. **Equal Employment Opportunity:** Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, genetic information or veteran status. Bidder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, disability, genetic information or veteran status. 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. Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices of employment.

Bidder will, in all solicitation or advertisements for employees placed by or on behalf of Bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, disability, genetic information, or veteran status.

**GENERAL PROVISIONS – INVITATION TO BID  
GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET  
GALVESTON COUNTY, TEXAS**

Bidder will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

Bidder will include the provisions herein in every subcontract or purchase order unless exempted.

- b. Drug Free Work Place Act: Bidder shall comply with all applicable requirements of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 8102, et seq.) and implementing regulations thereunder.
- c. Americans with Disabilities Act: Bidder shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (Public Law 101-136) and implementing regulations thereunder.
- d. OSHA Regulations: Bidder agrees to maintain and to display any applicable materials for its employees in accordance with OSHA regulations.
- e. Compliance with Immigration Laws and Use of E-Verify: Bidder agrees to comply with all requirements of the U.S. Immigration Reform and Control Act of 1986, as amended, and any implementing regulations thereto. Bidder further agrees to utilize the E-Verify system through the Department of Homeland Security on its employees. Bidder shall not employ unauthorized aliens, and shall not assign services to be performed to any supplier or subcontractor who are unauthorized aliens. If any personnel performing any services hereunder are discovered to be an unauthorized alien, then Bidder will immediately remove such personnel from performing services hereunder and shall replace such personnel with personnel who are not unauthorized alien(s).
- f. State and Federal Law Compliance: Bidder agrees to comply with all other State and Federal laws and regulations applicable to the provision of services under this contract.

**58. RECORD RETENTION AND RIGHT TO AUDIT**

Bidder shall keep and maintain all records associated with this contract for a minimum of five (5) years from the close of the contract or as required by Federal or State law or regulation, whichever period is longer. If awarded this contract, Bidder shall allow the County reasonable access to the records in Bidder's possession, custody, or control that the County deems necessary to assist it in auditing the services, costs, and payments provided hereunder. If this contract involves the use of Federal or State funds, then Bidder shall also allow reasonable access to representatives of the Office of Inspector General, the General Accounting Office, the State Auditor's Office, and the other Federal and/or State agencies overseeing the funds that such entities deem necessary to facilitate review by such agencies and Bidder shall maintain fiscal records and supporting documentation for all expenditures in a manner that conforms with OMB Circular A-87 (relocated to 2 C.F.R. Part 225) and this contract.

**59. TITLE VI ASSURANCES/TxDOT**

The County is subject to Title VI of the Civil Rights Act of 1964 and the Federal and State laws and regulations of the United States Department of Transportation and Texas Department of Transportation (TxDOT). Pursuant to these requirements, the County must have its contractors provide required assurances on compliance with non-discrimination by itself and its subcontractors. The Title VI Assurances within this Subsection are not exhaustive – whenever any Federal, State, or Local requirement requires additional clauses, this list shall not be construed as limiting. Contractor agrees as follows:

**GENERAL PROVISIONS – INVITATION TO BID  
GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET  
GALVESTON COUNTY, TEXAS**

- (1) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.
- (2) **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.
- (4) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Non-compliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:
  - (a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or;
  - (b) cancellation, termination, or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions.** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**60. SECTION 231.006, FAMILY CODE/DELINQUENT CHILD SUPPORT**

Pursuant to Title 5, Section 231.006 of the Texas Family Code, as applicable, Bidder certifies that it, including all of its principals, is/are current in child support payments and that it is eligible to receive payments from State funds under a contract for property, materials, or services. Bidder acknowledges and agrees that if it is awarded this contract, then the ensuing agreement may be terminated and payment withheld if this certification is inaccurate.



**GENERAL PROVISIONS – INVITATION TO BID  
GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET  
GALVESTON COUNTY, TEXAS**

Finally, by the submission of its bid, the Bidder certifies that it has included the names and social security numbers of each person with at least 25% ownership interest in Bidder within its response to the Invitation to Bid and that all such persons are current in child support payments.

**61. ANTITRUST**

Pursuant to 15 U.S.C. § 1, et seq., and Texas Business and Commerce Code, Chapter 15, Contractor, by the submission of its bid, certifies that neither Contractor nor any natural person, proprietorship, firm, corporation, partnership, association, or institution represented by Contractor or anyone acting for such natural person, proprietorship, firm, corporation, partnership, association, or institution has violated any Federal or State antitrust laws or communicated the nature of the offer, directly or indirectly, to any competitor or other person engaged in a similar line of business.

**62. LABOR STANDARDS**

On contracts funded under a federal grant: Bidder acknowledges that the contract to be awarded pursuant to this solicitation is on a grant program funded with Federal funds. Bidder shall comply with the requirements of 29 CFR Part 5 and Part 30 and shall be in conformity with Executive Order 11246, entitled “Equal Employment Opportunity”, Copeland, “Anti-Kickback” Act (40 U.S.C. 3145, 29 C.F.R. Part 3), the Davis-Bacon and Related Acts (40 U.S.C. 3141-3148, 29 C.F.R. Parts 1,3, and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, State, and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement. Bidder is also responsible for ensuring that all subcontractors comply with the requirements of 29 CFR Part 5 and Part 30 and shall be in conformity with Executive Order 11246, entitled “Equal Employment Opportunity”, Copeland “Anti-Kickback” Act, the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, State, and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement.

**63. PROCUREMENT LAWS**

- a. Bidder shall comply with all applicable local, State, and Federal procurement laws, rules, and regulations.
- b. If this contract is made pursuant to a federal award, then Contractor acknowledges that the contract is subject, without limitation, to applicable provisions within 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Contractor shall comply with applicable provisions within 2 C.F.R., Sections 200.319 through 200.326, including but not limited to the following:
  - 1.) **Equal Employment Opportunity**, 41 C.F.R. Part 60-1.4(b) (applicable to federally assisted construction contracts).
    - (a) During the performance of this 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, national original, disability, or veteran status. 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, national original, disability or veteran status. 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

**GENERAL PROVISIONS – INVITATION TO BID  
GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET  
GALVESTON COUNTY, TEXAS**

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 contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability, or veteran status.
  - (3) 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.
  - (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and by rules, regulations, and relevant orders of the Secretary of Labor.
  - (5) 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 contractor's 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.
  - (6) 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 cancelled, 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 as 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.
  - (7) 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.
- 2.) **Small and minority business, women's business enterprises, and labor surplus area firms (2 C.F.R. § 200.321).** The County is required to take affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. This includes requiring the prime contractor, if subcontracts are to be let in the performance of this contract, to itself take affirmative steps in letting the subcontract. Accordingly, if subcontracts are to be let in the performance of this contract, the contractor must take affirmative steps in the letting of the subcontract(s), which must include:
- (a) placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (b) assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - (c) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; and

**GENERAL PROVISIONS – INVITATION TO BID  
GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET  
GALVESTON COUNTY, TEXAS**

- (d) using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

In accordance with FEMA procurement guidance:

A small business is a business that is independently owned and operated, not dominant in the field of operation in which it is bidding on Galveston County contracts, and qualified as a small business under the Small Business Administration criteria and size standards at 13 C.F.R. Part 121.

A women's business enterprise is a business enterprise that is: (a) at least 51 percent owned by one or more women or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women; and (b) whose management and daily operations are controlled by one or more women.

A minority business is a business that is (a) at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority group members; and (b) whose management and daily operations are controlled by one or more minority group members.

- 3.) **Davis-Bacon Act as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must include a provision for compliance with the Davis-Bacon Act as supplemented by the Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractor must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity (the County) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be condition upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contract must also include a provision for compliance with the Copeland Anti-Kickback Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- 4.) **Compliance with the Copeland "Anti-Kickback" Act.** Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which the person is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. "Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title [Title 18, U.S.C.] or imprisoned not more than five years, or both." 18 U.S.C. § 874.
- (a) Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
- (b) The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal awarding agency may be 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 of these contract clauses.

**GENERAL PROVISIONS – INVITATION TO BID  
GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET  
GALVESTON COUNTY, TEXAS**

- (c) Breach. A breach of the contract clause above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**5.) Contract Work Hours and Safety Standards Act.**

- (a) Where applicable, all contracts awarded by the County 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 the Department of Labor regulations at 29 C.F.R. Part 5. Under 40 U.S.C. 3702 of the Contract Work Hours and Safety Standards Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.S. 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 purchase of supplies or material or articles ordinarily available on the open market, or contractors for transportation or transmission of intelligence.
- (b) Compliance with the Contract Work Hours and Safety Standards Act.
- (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 (1) of this subsection 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 (1) of this subsection, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this subsection.
- (3) Withholding for unpaid wages and liquidated damages. The awarding Federal agency, State agency, or the County 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 (2) of this subsection.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this subsection 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 (1) through (4) of this subsection.

**GENERAL PROVISIONS – INVITATION TO BID  
GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET  
GALVESTON COUNTY, TEXAS**

**6.) Rights to Inventions Made Under a Contractor Agreement.**

- (a) If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (b) Stafford Act Disaster Grants. This requirement does not apply to Public Assistance, Hazard Mitigation Grant Program, Crisis Counseling Assistance and Training Grant program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- (c) The regulations and 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

**7.) Clean Air Act (42 U.S.C. §§ 7401 – 7671q) and the Federal Water Pollution Control Act 33 U.S.C. §§ 1251-1387), as amended.**

- (a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, et seq., and agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Contract Act, as amended, 33 U.S. C. § 1251, et seq.
- (b) The contractor agrees to report each violation of the Clean Air Act and/or the Federal Water Pollution Control Act to the Federal awarding agency, the State agency administering the grant, and the Regional Office of the Environmental Protection Agency (EPA) and understands and agrees that the Federal awarding agency, the State agency, and the EPA will, in turn, report each violation as required to assure notification to Galveston County, the Federal Emergency Management Agency, and the appropriate EPA Regional Office.

**8.) Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Executive Orders 12549 and 12689. The Contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

Contractor must comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Bidder agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C, and 2 C.F.R. Part 3000, Subpart C, while this offer is valid and through the period of any contract that may arise from this offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**9.) Procurement of Recovered Materials.**

**GENERAL PROVISIONS – INVITATION TO BID  
GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET  
GALVESTON COUNTY, TEXAS**

- (a.) A non-Federal entity that is a State agency or agency of a political subdivision of the State and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Public Law No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962).
- (b.) In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - (2) Meeting contract performance requirements; or
  - (3) At a reasonable price.
- (c) Information about this requirement is available at EPA’s Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/>. The list of EPA-designated items is available at <https://www.epa.gov/cpg/products.htm>.

In the event of any discrepancy between the provisions in this Section 61 of General Provisions and provisions on the same subject elsewhere within this procurement, the most stringent shall control.

**64. ENTIRETY OF AGREEMENT AND MODIFICATION**

This contract contains the entire agreement between the parties. Any prior agreement, promise, negotiation or representation not expressly set forth in this contract has no force or effect. Any subsequent modification to this contract must be in writing, signed by both parties.

An official representative, employee, or agent of the County does not have the authority to modify or amend this contract except pursuant to specific authority to do so granted by the Galveston County Commissioners’ Court.

**65. NOTICE**

All notices or other communications required or permitted under this contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, transmitted by facsimile, or mailed certified mail, return receipt requested with proper postage affixed and addressed to the appropriate party at the following address or at such other address as may have been previously given in writing to the parties (Bidder shall provide its notice information with its Bid submission). If mailed, the notice shall be deemed delivered when actually received, or if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, duly certified, return receipt requested, with proper postage affixed. If delivered in person, notice shall be deemed delivered when receipted for by, or actually received by, the receiving Party. If transmitted by facsimile, notice shall be deemed delivered when receipt of such transmission is acknowledged.

**To the County at:**

Hon. Mark Henry,  
County Judge of Galveston County  
722 Moody (21<sup>st</sup> Street), Second (2<sup>nd</sup>) Floor  
Galveston, Texas 77550  
Fax: (409) 765-2653

**GENERAL PROVISIONS – INVITATION TO BID  
GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET  
GALVESTON COUNTY, TEXAS**

**With copies to:**

Rufus Crowder, CPPO CPPB,  
Galveston County Purchasing Agent  
722 Moody (21<sup>st</sup> Street), Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
Fax: (409) 621-7997

**To the Contractor at:**

(Bidder to provide its contact name, address, and facsimile number for notice under the contract.)

**66. USE OF DHS SEAL, LOGO, AND FLAGS PROHIBITED WITHOUT PRIOR APROVAL**

Contractor must obtain permission from the U.S. Department of Homeland Security financial assistance office (DHS FAO) **prior** to using DHS seals(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard Officials.

**67. FEDERAL GOVERNMENT NOT A PARTY**

Contractor acknowledges that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to Galveston County, contractor, or any other party pertaining to any matter resulting from the contract.

**68. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

In contracts funded through Federal grants, Contractor acknowledges that 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements (31 U.S.C. § 3801, et seq.) and the implementing regulations thereunder, 49 C.F.R. Part 79, apply to Contractors actions pertaining to the contract.

**69. LEAD AND ASBESTOS**

If this invitation to bid involves remediation, demolition, reconstruction, rehabilitation, repair, or construction, or other applicable activities, the Contractor shall be responsible for performing investigations of lead and asbestos containing materials, and any required lead and asbestos abatement in compliance with Federal, State, and local laws, rules, regulations, ordinances and orders, relating to lead abatement and asbestos abatement as applicable, including but not limited to the Texas Asbestos Health Protection Act, codified as Chapter 1954 of the Occupations Code; the Texas Asbestos Health Protection Regulations, located at Title 25, Part 1, Chapter 295, Subchapter C of the Texas Administrative Code; Chapter 1955 of the Texas Occupations Code (lead-based paint abatement); the Texas Environmental Lead Reduction regulations, located at Title 25, Part 1, Chapter 295, Subchapter I of the Texas Administrative Code; the federal National Emission Standards for Asbestos regulations, located at Title 40, Part 61, Subpart M of the Code of Federal Regulations, and the National Emission Standards for Hazardous Air Pollutants. Contractor shall perform such inspections, encapsulation, remediation or other actions as required by federal, State, or local requirements in accordance with the federal Environmental Protection Agency (EPA), Texas Department of State Health Services (TXDSHS), and Texas Commission on Environmental Quality (TCEQ) requirements.

**GENERAL PROVISIONS – INVITATION TO BID  
GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET  
GALVESTON COUNTY, TEXAS**

**70. ACKNOWLEDGMENT OF GOVERNMENT RECORD**

Bidder acknowledges that its submission in this Invitation to Bid, including its response, bid, certifications, affidavits, Vendor Forms (i.e., PEID, W-9, CIQ, etc.) constitutes government records under Chapter 37 of the Texas Penal Code.

**71. COMPLIANCE WITH GALVESTON COUNTY PURCHASING POLICIES AND PROCEDURES**

Bidder acknowledges, by its submission in this Invitation to Bid, that it shall comply with the Galveston County Purchasing Policies & Procedures Manual approved by Order of the Galveston County Commissioners Court on March 7, 2018.

*End of General Provisions Section*

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**SPECIAL PROVISIONS  
GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET  
GALVESTON COUNTY, TEXAS**

**TABLE OF CONTENTS**

A.	<b>PURPOSE</b> .....	1
B.	<b>DEFINITIONS</b> .....	1
C.	<b>BID SURETY</b> .....	1
D.	<b>PERFORMANCE AND PAYMENT BONDS</b> .....	1
E.	<b>DAVIS-BACON WAGE RATES</b> .....	1
F.	<b>BEST AND FINAL OFFERS (BAFO)</b> .....	1
G.	<b>PROCUREMENT TIMELINE</b> .....	2
H.	<b>PRE-BID CONFERENCE</b> .....	2
I.	<b>PERSONNEL TO CONTACT</b> .....	2-3
J.	<b>PROGRAM ADMINISTRATION &amp; CONTRACT MANAGEMENT</b> .....	3
K.	<b>TYPE OF CONTRACT</b> .....	4
L.	<b>COLLATERAL CONTRACT</b> .....	4
M.	<b>LABOR</b> .....	4
N.	<b>INSURANCE</b> .....	4-5
O.	<b>EXCEPTIONS</b> .....	5

**SPECIAL PROVISIONS  
GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET  
GALVESTON COUNTY, TEXAS**

The Special Provisions and the General Provisions of this Invitation to Bid and the Exhibits attached hereto are made a part of this agreement between the Parties. In the event of a conflict between the General Provisions and the Special Provisions, the terms of the Special Provisions shall control.

**A. PURPOSE**

Galveston County is seeking a vendor to place 2095 derrick granite stone blocks at the base of the Galveston Seawall where the rip rap protection was eroded by the wave action created by Hurricane Ike. The Contractor will purchase, transport and place nominal 5 foot by 4 foot by 3 foot sized derrick granite blocks at the locations defined. Because the blocks will need to be placed from FM 3005, a detailed maintenance of traffic plan must be followed which includes the construction and removal once the project is completed of a temporary cross-over for eastbound traffic to utilized one lane of the westbound roadway.

The engineer's construction cost estimate to complete this project is \$2,200,000.00.

**B. DEFINITIONS (As mentioned in FAR Subpart 52.2—Text of Provisions and Clauses)**

**52.202-1 Definitions.**

**Definitions (Nov 2013)**

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR [2.101](#) in effect at the time the solicitation was issued, unless—

- (a) The solicitation, or amended solicitation, provides a different definition;
- (b) The contracting parties agree to a different definition;
- (c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (d) The word or term is defined in FAR [Part 31](#), for use in the cost principles and procedures

**C. BID SURETY**

A Bid surety/bond ***is a requirement*** of this solicitation.

**D. PERFORMANCE AND PAYMENT BONDS**

Performance and Payment Bonds ***are a requirement*** of this solicitation.

**E. DAVIS-BACON WAGE RATES**

Attention is called to the fact that not less than, the federally determined prevailing (Davis-Bacon and Related Acts) wage rate, as issued by the Office of Rural Community Affairs and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex age or national origin.

**F. BEST AND FINAL OFFERS (BAFO)**

The Best and Final Offer process **is not applicable** to this solicitation.

**SPECIAL PROVISIONS  
GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET  
GALVESTON COUNTY**

**G. PROCUREMENT TIMELINE**

A timeline for this Bid and initial process is included below. Galveston County reserves the right to change these dates and will notify Bidders of any changes:

Advertise BID (first date of publication)	Thursday, February 4, 2021
Advertise BID (second date of publication)	Thursday, February 11, 2021
Pre-Bid Conference	Wednesday, February 17, 2021 @ 2:00 p.m.
Deadline for Questions & Inquiries	Monday, February 22, 2021 by 5:00 p.m.
Bids due from public/Bid Opening	Thursday, March 4, 2021 at 2:00 p.m.

**H. PRE-BID CONFERENCE**

**A non-mandatory pre-bid conference will be held on Wednesday, February 17, 2021 at 2:00 p.m.** Due to the COVID-19 pandemic, the County of Galveston has instituted measures to guard against the spread of the virus. This includes the prohibition of in-person meetings, social distancing, and stay-at-home requirements for employees.

**The Pre-Bid Conference shall take place via video/tele-conference and the instructions are listed below and on the County's Purchasing website:**

**Minimum System Requirements for Video Conferencing:**

1. High-resolution webcam;
2. Computer processing minimum: 2 GB of RAM and a quad-core processor;
3. Network bandwidth: 1 Mbps is sufficient for 15 fps at 720p resolution;

**Calling from a mobile device:**

1. Front facing camera;
2. In ear headphone with built in mic

**Instructions for Video Conferencing:**

1. [Click here](https://guest.lifesize.com/1907077) or navigate to <https://guest.lifesize.com/1907077>
2. **Enter attendee name, attendee company name, and email address (for contact and addenda issuance purposes)**
3. Click the Terms of Service and Privacy Policy checkbox;
4. Click Join Meeting

**\*Note - be sure to enable audio and video.**

**I. PERSONNEL TO CONTACT**

Bidders desiring an explanation or interpretation relative to this solicitation must request it in writing. Oral explanations or instructions will not be binding. Any information given to a Bidder, which in the opinion of the County affects all responders or would be prejudicial to other Bidders if not communicated, shall be furnished to all Bidders as an addendum to the solicitation. Bidders **must** direct all inquiries to the following:

**Rufus G. Crowder, CPPO CPPB  
Purchasing Agent  
722 21<sup>st</sup> Street (Moody)  
Galveston, Texas 77550  
e-mail: [purchasing.bids@co.galveston.tx.us](mailto:purchasing.bids@co.galveston.tx.us)**

**SPECIAL PROVISIONS**  
**GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET**  
**GALVESTON COUNTY**

Bidders must e-mail their requests (with the subject line “**Galveston Seawall Rip Rap Deficiencies West of 61<sup>st</sup> Street– Bid# B211026– Questions**”) for additional information and/or clarification to the address listed above. The request must include the Bidder’s name and the BID number and title. ***Any request for additional information or clarification must be received in writing no later than seven (7) calendar days prior to the Bid due date.*** Late requests or those not delivered to the proper address may not receive a reply. Bidders shall not attempt to contact the County by any other means. The Purchasing Agent’s Office shall post the answers to the County website from the procurement web page and via addendum.

The County will issue responses to inquiries and any other corrections or amendments, it deems necessary, in the form of a written addendum, issued prior to the Bid Submission Date. The County, at its sole discretion, may not issue a response to an RFI submittal. Bidders should not rely on any oral or written representations, statements, or explanations, other than those made in this BID or in any written addendum to this BID. Where there appears to be conflict between the BID and any issued addenda, the last addendum issued will prevail. Addenda will be posted and made available on the County’s procurement web page. It is the Bidder’s sole responsibility to ensure receipt of all addenda prior to submitting its Bid. All Bidders should check the County’s procurement web page for all addenda prior to submitting a response. The County’s procurement web page is located at [www.galvestoncountytexas.gov/pu/Pages/OpenSolicitations.aspx](http://www.galvestoncountytexas.gov/pu/Pages/OpenSolicitations.aspx).

The Bidder must acknowledge the receipt of all addenda on the forms provided. In the event a Bidder fails to acknowledge receipt of such addenda, the County may, at its sole discretion, determine that such failure to acknowledge any or all addenda does not materially affect the Bid and waive the acknowledgement of one or more addenda.

Bidders who submit inquiries *after* the deadline date for receipt of questions indicated on the Procurement Timeline, risk that its response in the procurement will not be responsive or competitive because the County is not able to respond before the Bid receipt date or in sufficient time for the Bidder to prepare a responsive or competitive submittal.

All questions and responses as posted on the County website pertaining to this BID are considered an addendum to, and part of, this BID. Each Bidder shall be responsible to monitor the County website for new or revised BID information. The County shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the BID or formally issued as an addendum by the Purchasing Agent’s Office.

**J. PROGRAM ADMINISTRATION & CONTRACT MANAGEMENT**

The Program Administrator/Contract Manager that will manage the work to be performed under the resultant contract for the purpose of this bid is:

**Michael Shannon**  
**Galveston County Engineer**  
**722 Moody, (21<sup>st</sup> St.), 1<sup>st</sup> Floor**  
**Galveston, TX 77550**

**K. TYPE OF CONTRACT**

It is the intent of this solicitation to enter into a contract that meets federal guidelines. It is imperative that all responders seeking a contract under this solicitation effort must familiarize and adhere to the procurement standards as referenced in 2 C.F.R. Part 200, Sections 200.317-200.326, and Appendix II, 2 C.F.R. Part 200. Sections 200.317–200.326 and Appendix II are attached hereto as **Attachment A**.

**SPECIAL PROVISIONS**  
**GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET**  
**GALVESTON COUNTY**

The resultant contract consists of the following documents: Invitation to Bid, General Provisions, Special Provisions, General Terms and Conditions (including specifications, drawings, and addenda), Bidder's Bid, Bid Sheets, contract award, and any other documents referenced herein or attached hereto for the work. Collectively these documents may also be referred to as the Plans and Specifications.

*In an effort to satisfy cost reasonableness responsibilities at the time of any extension period, the County of Galveston reserves the right to obtain additional quotes and current pricing information from the successful contractor and other contractors to perform the work as stated per the specification listed herein and in the resultant. The solicited results may be used by the County to determine if the contract extensions will be considered or other service options be utilized.*

**L. COLLATERAL CONTRACT**

The County reserves the right to provide by separate contract or otherwise, in such manner as not to delay its programs or damage said Contractor, all labor and material essential to the completion of the work that is not included in this contract.

Award prices include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Awardee is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Awardee shall indemnify and save harmless the County, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, tool, material, equipment, or process, to be performed under the contract, and shall indemnify the County its officers, agents, and employees for any costs, expenses and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of the work.

**M. LABOR**

Contractor is encouraged to use local labor, but not at the expense of poor workmanship and higher cost. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Contractor agrees to post in a conspicuous place a notice setting forth provisions of this non-discrimination clause.

**N. INSURANCE**

Bidder must submit, with its response, a current certificate of insurance evidencing coverage in the amounts specified below or greater. In lieu of submitting a certificate of insurance, Respondents may submit a notarized statement from an insurance company authorized to conduct business in the State of Texas guaranteeing that Respondent has such insurance. Provided however, that successful Respondent(s) shall be required to provide a current certificate of insurance to the Galveston County Purchasing Agent's Office before Respondent commences any work hereunder. **Insurance shall be placed with insurers having an A.M. Best's rating of no less than A.** Such insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from loss or damage that may arise to any person or property by reason of services rendered by Contractor.

**SPECIAL PROVISIONS  
GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET  
GALVESTON COUNTY**

**Galveston County shall be listed as an additional insured on each policy and all certificates of insurance and Contractor shall provide Galveston County with no less than thirty (30) calendar days prior notice of any changes to the policy during the contractual period.**

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) calendar days of the execution of this Agreement as written proof of such insurance and further provided that Contractor shall not commence work under this Agreement until Contractor has obtained all insurance required herein, provided written proof as required herein, and received written notice to proceed issued from the County Purchasing Agent. **Failure to provide such evidence of insurance within the ten (10) calendar day period shall constitute an event of default.**

Workers' Compensation Insurance. Respondent shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all its employees, including but not limited to full time, part time, and emergency employees employed by the Contractor.

Commercial General Liability. Respondent shall carry in full force commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. The Policy shall, minimally, cover liability for bodily injury, personal injury, and property damage.

Business Automobile Liability. Respondent shall carry in full force business automobile liability coverage with a combined bodily injury/property damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

Professional Liability. Respondent shall carry in full force professional liability insurance with limits of not less than \$1,000,000.00.

**Subrogation Waiver.** Contractor and Contractor's insurance carrier shall waive any and all rights to subrogation against Galveston County in regard to any suit or claim arising out of personal injury or property damage resulting from Contractor's performance under this Agreement.

**O. EXCEPTIONS**

**Any exceptions to Bid conditions should be listed on a separated sheet of paper, attached to Bid submittals and submitted with Bid at the specified date and time of Bid opening.**

*Remainder of page intentionally left blank*

**EXHIBIT A**  
**GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET**  
**GALVESTON COUNTY, TEXAS**

**PROCUREMENT STANDARDS**

**2 C.F.R. §§ 200.317 – 200.326 &**  
**2 C.F.R. PART 200, APPENDIX II**

**TABLE OF CONTENTS**

2 C.F.R. § 200.317. Procurements by states.....	2
2 C.F.R. § 200.318. General procurement standards.....	2-3
2 C.F.R. § 200.319. Competition.....	4-5
2 C.F.R. § 200.320. Methods of procurement to be followed.....	5-7
2 C.F.R. § 200.321. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.....	7
2 C.F.R. § 200.322. Procurement of recovered materials.....	8
2 C.F.R. § 200.323. Contract cost and price.....	8
2 C.F.R. § 200.324. Federal awarding agency or pass-through entity review.....	8-9
2 C.F.R. § 200.325. Bonding requirements.....	9-10
2 C.F.R. § 200.326. Contract provisions.....	10
2 C.F.R. Part, 200, Appendix II.....	11-12

**EXHIBIT A**  
**GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET**  
**GALVESTON COUNTY, TEXAS**

**PROCUREMENT STANDARDS**

**2 C.F.R. §§ 200.317 – 200.326 &**  
**2 C.F.R. PART 200, APPENDIX II**

**2 C.F.R. § 200.317. Procurements by states.**

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including sub-recipients of a state, will follow §§ 200.318 General procurement standards through 200.326 Contract provisions.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013

**2 C.F.R. § 200.318. General procurement standards.**

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)

(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of



**EXHIBIT A**  
**GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET**  
**GALVESTON COUNTY, TEXAS**

relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

- (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- (e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.
- (f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
- (g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
- (h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also § 200.213 Suspension and debarment.
- (i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- (j)
- (1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:
- (i) The actual cost of materials; and
  - (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.
- (2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

**EXHIBIT A**  
**GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET**  
**GALVESTON COUNTY, TEXAS**

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 43309, July 22, 2015; 80 FR 45395, July 30, 2015

**2 C.F.R. § 200.319. Competition.**

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

- (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly

**EXHIBIT A**  
**GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET**  
**GALVESTON COUNTY, TEXAS**

restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014

**2 C.F.R. § 200.320. Methods of procurement to be followed.**

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

**EXHIBIT A**  
**GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET**  
**GALVESTON COUNTY, TEXAS**

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

**EXHIBIT A**  
**GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET**  
**GALVESTON COUNTY, TEXAS**

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source;
- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- (4) After solicitation of a number of sources, competition is determined inadequate.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015

**2 C.F.R. § 200.321. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

- (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
  - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted

**EXHIBIT A**  
**GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET**  
**GALVESTON COUNTY, TEXAS**

**2 C.F.R. § 200.322. Procurement of recovered materials.**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014

**2 C.F.R. § 200.323. Contract cost and price.**

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted

**2 C.F.R. § 200.324. Federal awarding agency or pass-through entity review.**

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

**EXHIBIT A**  
**GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET**  
**GALVESTON COUNTY, TEXAS**

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted

**2 C.F.R. § 200.325. Bonding requirements.**

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

**EXHIBIT A**  
**GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET**  
**GALVESTON COUNTY, TEXAS**

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

69 FR 26280, May 11, 2004; 78FR 78608, Dec. 26, 2013, unless otherwise noted

**2 C.F.R. § 200.326. Contract provisions.**

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise note



**EXHIBIT A**  
**GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET**  
**GALVESTON COUNTY, TEXAS**

2 C.F.R. Part, 200, Appendix II

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) 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 work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or

**EXHIBIT A**  
**GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET**  
**GALVESTON COUNTY, TEXAS**

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.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—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).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 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.

(J) See §200.322 Procurement of recovered materials.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014

**CERTIFICATION REGARDING LOBBYING**  
**(31 U.S.C.A. § 1352)**  
**This Certification must be completed, signed, dated and**  
**returned to the Galveston County Purchasing Agent**

**Procurement Number and Description:** \_\_\_\_\_

ITB #B211026, Galveston Seawall Rip Rap Deficiencies West of 61<sup>st</sup> Street

Proposer **CERTIFIES**, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the proposer, 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.
2. 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 proposer shall complete and submit **Standard Form LLL**, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Proposer 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Organization/Corporation: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Signature of Authorized Signatory for Proposer: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Title of Authorized Signatory of Proposer: \_\_\_\_\_

State of Texas

§

§

County of Galveston

§

**NON-COLLUSION AFFIDAVIT**

Before me, the undersigned notary, on this day personally appeared \_\_\_\_\_ (Affiant), whom being first duly sworn, deposes and certifies that:

- Affiant is the \_\_\_\_\_ of \_\_\_\_\_, that  
(Individual, Partner, Corporate Officer) (Name of Qualifier)  
submitted the attached Qualification in **Bid No. B211026, Galveston Seawall Rip Rap Deficiencies West of 61<sup>st</sup> Street**
- Affiant is a duly authorized representative of Qualifier and is authorized to make this Non-Collusion Affidavit;
- The attached Qualification is genuine and is not a collusive or sham Qualification;
- The attached Qualification has been independently arrived at without collusion with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor;
- Qualifier has not colluded, conspired, connived or agreed, directly or indirectly, with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor, to submit a collusive or sham qualification or that such other qualifier, bidder, proposer, person, firm, competitor, or potential competitor shall refrain from qualifying;
- Qualifier has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor to fix the price or prices in the attached Qualification or of the qualification any other qualifier;
- Qualifier has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier bidder, proposer, person, firm, competitor, or potential competitor to fix the overhead, profit or cost element of the Qualification price or prices of any other qualifier, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Galveston County or any person interested in the proposed contract;
- Affiant has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor, paid or agreed to pay any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the price or prices in the attached Qualification or the qualification of any other Qualifier; and
- Affiant certifies that Affiant is fully informed regarding the accuracy of the statements contained herein, and under penalties of perjury, certifies and affirms the truth of the statements herein, such penalties being applicable to the Qualifier as well as to Affiant signing on its behalf.

\_\_\_\_\_  
**Signature of Affiant**

**SWORN TO and SUBSCRIBED** before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**BID FORM**  
**GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61ST STREET**  
**COUNTY OF GALVESTON, TEXAS**

By signing here, the firm does hereby attest that it has fully read the instructions, conditions and general and special provisions and understands them.

THE COMPANY OF: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

FEIN (TAX ID): \_\_\_\_\_

The following shall be returned with your bid. Failure to do so may be ample cause for rejection of bid as non-responsive. It is the responsibility of the Bidder to ensure that bidder has received all addenda.

<b>Items:</b>	<b>Confirmed (X):</b>
1. References (if required)	_____
2. Addenda, if any	#1 _____ #2 _____ #3 _____ #4 _____
3. One (1) original and two (2) copies of submittal	_____
4. Bid Form	_____
5. Vendor Qualification Packet	_____
6. Debarment Certification Form	_____
7. Non-Collusion Affidavit	_____
8. Payment Terms:	_____ net 30 _____ Other
9. Lobbyist Certification	_____
10. Bid Bond	_____

Person to contact regarding this bid: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Name of person authorized to bind the Firm: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**BID FORM**  
**GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET**  
**GALVESTON COUNTY, TEXAS**

Bidder shall use this form to provide the information for notice.

1. Contact information for notice:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Facsimile number: \_\_\_\_\_

2. If a copy of notice is requested, please complete below:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Facsimile number: \_\_\_\_\_

3. If second or more copies are requested for notice, please supplement this form and clearly mark the supplement as "Supplementary Notice Information."

Bidder to submit reference information. Bidder shall use this form to provide minimum required reference information. If Bidder wishes to provide more than the minimum, Bidder should supplement this form and should clearly mark the supplement as "Supplementary Reference Information."

1. References who can attest to the Bidder's capability to carry out the requirements set forth in this bid:

Business Name of Organization: \_\_\_\_\_

Name of Person: \_\_\_\_\_

Title of Individual within Organization, if applicable \_\_\_\_\_

Business address: \_\_\_\_\_

Telephone number: \_\_\_\_\_ Facsimile number: \_\_\_\_\_

Business Name of Organization: \_\_\_\_\_

Name of Person: \_\_\_\_\_

Title of Individual within Organization, if applicable \_\_\_\_\_

Business address: \_\_\_\_\_

Telephone number: \_\_\_\_\_ Facsimile number: \_\_\_\_\_

Business Name of Organization: \_\_\_\_\_

Name of Person: \_\_\_\_\_

Title of Individual within Organization, if applicable \_\_\_\_\_

Business address: \_\_\_\_\_

Telephone number: \_\_\_\_\_ Facsimile number: \_\_\_\_\_

**BID FORM**  
**GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET**  
**GALVESTON COUNTY, TEXAS**

References of major supplier of Bidder who can speak to the financial capability of the Bidder to carry out the requirements set forth in this bid:

1. Business Name of Supplier \_\_\_\_\_  
Name of Person: \_\_\_\_\_  
Title of Individual within business: \_\_\_\_\_  
Business address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone number: \_\_\_\_\_ Facsimile number: \_\_\_\_\_
  
2. Business Name of Supplier \_\_\_\_\_  
Name of Person: \_\_\_\_\_  
Title of Individual within business: \_\_\_\_\_  
Business address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone number: \_\_\_\_\_ Facsimile number: \_\_\_\_\_
  
3. Business Name of Supplier \_\_\_\_\_  
Name of Person: \_\_\_\_\_  
Title of Individual within business: \_\_\_\_\_  
Business address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone number: \_\_\_\_\_ Facsimile number: \_\_\_\_\_

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## County of Galveston

### ACKNOWLEDGMENT AND CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER INELGIBILITY

#### Executive Orders 12549 & 12689 Certification, Debarment and Suspension

Solicitation Number: ITB #B211026

Solicitation Title: Galveston Seawall Rip Rap Deficiencies West of 61<sup>st</sup> Street

#### **Contractor hereby CERTIFIES that:**

Contractor, and all of its principals, is not presently debarred, suspended, proposed for debarment, proposed for suspension, or declared ineligible under Executive Order 12549 or Executive Order 12689, Debarment and Suspension, and is not in any other way ineligible for participation in Federal or State assistance programs;

Contractor, and all of its principals, were not and have not been debarred, suspended, proposed for debarment, proposed for suspension, or declared ineligible under Executive Order 12549 or Executive Order 12689, Debarment and Suspension, and were not and have not been in any other way ineligible for participation in Federal or State assistance programs at the time its' proposal was submitted in the procurement identified herein and at any time since submission of its' proposal;

Contractor has included, and shall continue to include, this certification in all contracts between itself and any sub-contractors in connection with services performed under this contract; **and**

Contractor shall notify Galveston County in writing immediately, through written notification to the Galveston County Purchasing Agent, if Contractor is not in compliance with Executive Order 12549 or 12689 during the term of its contract with Galveston County.

Contractor **Represents** and **Warrants** that the individual executing this Acknowledgment and Certification on its behalf has the full power and authority to do so and can legally bind the Contractor hereto.

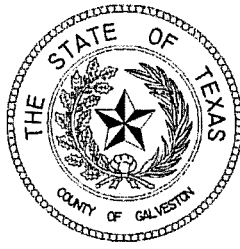
\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Printed Name & Title





## County of Galveston Purchasing Department Vendor Qualification Packet

(rev. 1.4, September 28, 2017)

All interested parties seeking consideration for qualified vendor status with the County of Galveston should complete and return only the following forms to:

Galveston County Purchasing Department  
722 Moody Avenue, (21st Street), 5<sup>th</sup> Floor  
Galveston, Texas 77550  
(409) 770-5371 office  
(409) 621-7987 fax

- PEID Form:** Person /Entity Information Data
- W -9 Form:** Request for Taxpayer Identification Number and Certification  
*(please note that the included form may not be the latest revised form issued by the Internal Revenue Service. Please check the IRS website at <http://www.irs.gov/pub/irs-rd/ffw9.pdf> for the latest revision of this form.)*
- CIQ Form:** Conflict of Interest Questionnaire  
*(please note that the included form may not be the latest revised form issued by the State of Texas Ethics Commission. Please check the Texas Ethics Commission website at [http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm) for the latest revision of this form. Please note that Galveston County Purchasing Agent is not responsible for the filing of this form with the Galveston County Clerk per instructions of the State of Texas Ethics Commission).*
- Debarment:** **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS & REQUIREMENT TO REGISTER IN SAM**  
*Vendors/contractor certifies that neither it, nor any of its Principals, are presently debarred, suspended, proposed for debarment, disqualified, excluded, or in any way declared ineligible for the award of contracts by any Federal agency. Vendor agrees that it shall refund Galveston County for any payments made to Contractor while ineligible. Vendor acknowledges that Contractor's uncured failure to perform under any agreement with the County of Galveston, if such should occur, may result in Contractor being debarred from performing additional work for the County, the respecting State Agency administering the grant funding the contract, if applicable, the State, FEMA or HUD (as applicable), and other Federal and State entities. Further, Vendor has executed the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters and returned the fully completed and executed original certification with the submission of this Vendor Qualification Packet. **The truthful and fully completed and executed original of the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters must be included with the submission of this Vendor Qualification Packet and is a mandatory requirement to become a vendor of Galveston County. Vendor's failure to include the fully completed and executed original of this Certification shall be considered non-compliant with the requirements of this vendor qualification request and grounds for the rejection of vendor's request. Vendor shall immediately notify the County Purchasing Agent if it becomes debarred or suspended, placed on***

*the Consolidated List of Debarred Contractors, or in any other way becomes ineligible for award of contract by any Federal agency. This Certification is a material fact relied upon by Galveston County; if it is later determined that the vendor did not comply with 2 C.F.R. Part 180 and 2 C.F.R. Part 3000, in addition to the remedies available to Galveston County and the State agency administering a grant, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment of contractor. If the contract to be awarded pursuant to a Galveston County procurement effort involves the use of Federal funds, then vendor must also be registered in the Federal Contractor Registry through the System for Award Management (SAM) to be eligible for award of contract pursuant to the procurement.*

Information regarding the SAM is available at:

<http://www.federalcontractorregistry.com/?gclid=CIG1hf2rr8wCFYkCaQoducANZw> or at <https://www.sam.gov/portal/SAM/#1>.

*No contract involving the use of Federal funds may be awarded to any vendor unless and until such registration is current and in good standing under SAM. Successful vendors must maintain SAM registration throughout the entire term of any contractual agreement with the County. If a contract involves the use of Federal funds, then vendor must enclose proof of such SAM registration within its response, which is also a mandatory requirement of County procurement policy; failure to enclose such proof shall be considered non-compliant with the requirements of any procurement effort and grounds for the rejection of vendor's response to any procurement efforts (i.e., bid, proposal, or qualifications statement, as applicable).*

**Certificate(s) of Insurance: If the person or entity seeking qualified vendor status with the County will be performing work at or on any County owned facility and/or property, Certificate(s) of Insurance are required to be submitted prior to performing any work.**

Insurance requirements are as follows:

**Public Liability and Property Damage Insurance:**

Successful vendor agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by vendor. Vendor shall at its own expense be required to carry the following minimum insurance coverages:

1. For damages arising out of bodily injury to or death of one person in anyone occurrence - one hundred thousand and no/100 dollars (\$100,000.00);
2. For damages arising out of bodily injury to or death of two or more persons in anyone occurrence - three hundred thousand and no/100 dollars (\$300,000.00); and
3. For injury to or destruction of property in anyone occurrence - one hundred thousand and no/100 dollars (\$100,000.00).

This insurance shall be either on an occurrence basis or on a claims made basis. Provided however, that if the coverage is on a claims made basis, then the vendor shall be required to purchase, at the termination of this agreement, tail coverage for the County for the period of the County's relationship with the vendor under this agreement. Such coverage shall be in the amounts set forth in subparagraphs (1), (2), and (3) above.

**Worker's Compensation Insurance:**

Successful vendor shall also carry in full force Workers' Compensation Insurance policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the vendor. Current insurance certificates certifying that such policies as specified above are in full force and effect shall be furnished by the vendor to the County.

**The County of Galveston shall be named as additional insured on policies listed in subparagraphs above and shall be notified of any changes to the policy(ies) during the contractual period.**

Insurance is to be placed with insurers having a Best rating of no less than A. The vendor shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The vendor shall be required to submit annual renewals for the term of any contractual agreement, purchase order or term contract, with Galveston County prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

The County agrees to provide vendor with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Vendor shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the vendor.

In no event shall the County be liable for any damage to or destruction of any property belonging to the vendor unless specified in writing and agreed upon by both parties.

**Procurement Policy - Special Note:**

Understand that it is, according to Texas Local Government Code, Section 262.011, Purchasing Agents, subsections (d), (e), and (f), the sole responsibility of the Purchasing Agent to supervise all procurement transactions.

Therefore, be advised that all procurement transactions require proper authorization in the form of a Galveston County purchase order from the Purchasing Agent's office prior to commitment to deliver supplies, materials, equipment, including contracts for repair, service, and maintenance agreements. Any commitments made without proper authorization from the Purchasing Agent's office, pending Commissioners' Court approval, may become the sole responsibility of the individual making the commitment including the obligation of payment.

**Code of Ethics - Statement of Purchasing Policy:**

Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

To achieve the purpose of these instructions, it is essential that those doing business with Galveston County also observe the ethical standards prescribed here.

**General Ethical Standards:** It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties.

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in procurement when the employee knows that:

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

**Gratuities:** It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

**Kickbacks:** It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order.

**Contract Clause:** The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County.

**Confidential Information:** It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

**Questions/Concerns:**

If you have any questions or concerns regarding the information or instructions contained within this packet, please contact any member of the Purchasing Department staff at (409) 770-5371.

**CONFLICT OF INTEREST DISCLOSURE REPORTING**

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds \$2,500.00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than \$250.00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

The Galveston County Clerk has offices at the following locations:

Galveston County Clerk  
Galveston County Justice Center, Suite 2001  
600 59th Street  
Galveston, Texas 77551

Galveston County Clerk  
North County Annex, 1<sup>st</sup> Floor  
174 Calder Road  
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (not the Purchasing Agent).

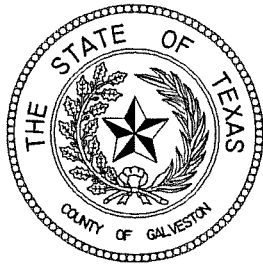
For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website - both of these web sites are linked to the Galveston County homepage, at <http://www.co.galveston.tx.us>.

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at <http://www.ethics.state.tx.us/whatsnew/conflictforms.htm>.

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code.

If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.



**COUNTY of GALVESTON**  
**Purchasing Department**

rev. 1.3, March 29, 2010

<b>FORM PEID:</b>	<b>Request for Person-Entity Identification Data</b>
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Instructions: Please type or print clearly when completing sections 1 thru 4 and return completed form to:

**Galveston County Purchasing Agent**  
**722 Moody Avenue (21 st. Street), 5th Floor**  
**Galveston, Texas 77550**  
**(409) 770-5371**  
*prodoc@co.galveston.tx.us*

1.

<b>Business Name:</b>			
<b>Attention Line:</b>			

2.

<b>Physical Address:</b>			
<b>City:</b>		<b>State:</b>	<b>Zip+4:</b>

3.

<b>Billing / Remit Address:</b>			
<b>City:</b>		<b>State:</b>	<b>Zip+4</b>

4.

<b>Main Contact Person:</b>			
<b>Main Phone Number:</b>			
<b>Fax Number:</b>			
<b>E-mail Address:</b>			

**Areas below are for County use only.**

<b>Requested By:</b>	<b>Phone / Ext. #</b>
<b>Department:</b>	<b>Date:</b>

<b>Action Requested - Check One:</b>	<b>IFAS PEID Vendor Number:</b>	
<input type="checkbox"/> Add New	<input type="checkbox"/> Change Data	<input type="checkbox"/> Re-activate
<input type="checkbox"/> Inactivate	<input type="checkbox"/> Employee	<input type="checkbox"/> Attorney
<input type="checkbox"/> Landlord	<input type="checkbox"/> Foster Parent	<input type="checkbox"/> Refund
<input type="checkbox"/> OneTime	<input type="checkbox"/> Foster Child	

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

<b>Social security number</b>									
or									
<b>Employer identification number</b>									

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶		Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.*

- By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  2. Certify that you are not subject to backup withholding, or
  3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
  4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.



**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>

For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

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

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

OFFICE USE ONLY

Date Received

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

2  Check this box if you are filing an update to a previously filed questionnaire.

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

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

\_\_\_\_\_  
Name of Officer

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

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

Yes

NO

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

Yes

NO

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

Yes

NO

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

4

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 06/29/2007

# SPECIAL PROVISIONS FOR CONSTRUCTION

## 1. Contract and Contract Documents

- (a) The project to be constructed pursuant to this contract will be financed with assistance from FEMA and is subject to all applicable Federal and State laws and regulations.
- (b) The Plans, Specifications and Addenda, General Provisions shall form part of this contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth.

## 2. Definitions

Whenever used in any of the contract Documents, the following meanings shall be given to the terms here in defined:

- (a) The term "Contract" means the Contract executed between the County of Galveston, hereinafter called the Owner, and \_\_\_\_\_, hereinafter called Contractor, of which these GENERAL CONDITIONS, form a part.
- (b) The term "Project Area" means the area within which are the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.
- (c) The term "Engineer" means **Dannenbaum Engineering Corporation**, Engineer in charge, serving the Owner with architectural or engineering services, his successor, or any other person or persons, employed by the Owner for the purpose of directing or having in charge the work embraced in this Contract.
- (d) The term "Contract Documents" means and shall include the following: Invitation to Bid, , Signed Copy of Bid, General Conditions, Special Provisions For Construction, Acknowledgement and Certification Regarding Debarment, Non-Collusion Affidavit, Vendor Qualification Packet, Payment and Performance Bonds, Contract Award, Addenda (if any), Technical Specifications, and Drawings (as listed in the Schedule of Drawings).
- (e) The term "Substantially Complete" shall mean that the work is fully completed with the exception of minor miscellaneous work and adjustments.

## 3. Supervision By Contractor

- (a) Except where the Contractor is an individual and gives his personal supervision to the work, the Contractor shall provide a competent superintendent, satisfactory to the Local Public Agency and the Engineer, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.
- (b) The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

## 4. Subcontracts

- (a) The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has verified the subcontractor as eligible to participate in federally funded contracts.
- (b) No proposed subcontractor shall be disapproved by the city/county except for cause.
- (c) The Contractor shall be as fully responsible to the city/county for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.
- (d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work and required compliance by each subcontractor with the applicable provisions of the Contract.
- (e) Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Owner.

## **5. Fitting and Coordination of Work**

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material suppliers engaged upon this Contract.

## **6. Payments to Contractor**

### **(a) Partial Payments**

- 1) The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for his approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, and deducting (1) Five percent (5%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. No partial payments will be made for materials on site. Copies of all invoices shall be available for inspection of the Engineer.
- 2) Monthly or partial payments made by the Owner to the Contractor are moneys advanced for the purpose of assisting the contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Owner. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Owner in all details.

### **(b) Final Payment**

- 1) After final inspection and acceptance by the Owner of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments.
- 2) The Owner before paying the final estimate, shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Owner deems it necessary in order to protect its interest. The Owner may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.
- 3) Any amount due the Owner under Liquidated Damages shall be deducted from the final payment due the contractor.

### **(c) Payments Subject to Submission of Certificates**

Each payment to the Contractor by the Owner shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors.

(d) **Withholding Payments**

The Owner may withhold from any payment due the Contractor whatever is deemed necessary to protect the Owner, and if so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Owner and will not require the Owner to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any moneys for their protection unless the Owner elects to do so. The failure or refusal of the Owner to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

**7. Changes in the Work**

- (a) The Owner may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any of his obligations under the Contract or any guaranty given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.
- (b) Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Owner authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.
- (c) If applicable unit prices are contained in the Agreement, the Owner may order the Contractor to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original the total amount by eighteen percent (18%).
- (d) Each change order shall include in its final form:
  - 1) A detailed description of the change in the work.
  - 2) The Contractor's proposal (if any) or a confirmed copy thereof.
  - 3) A definite statement as to the resulting change in the contract price and/or time.
  - 4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.
  - 5) The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.

**8. Estimated Quantities**

This Contract, including the specifications, plans and estimates, is intended to show clearly all the work to be

done and material to be furnished hereunder. The estimated quantities of the various classes of work to be done and material to be furnished under this contract are approximate and are to be used as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under this contract may differ somewhat from these estimates, and that the basis for payment under this contract shall be the plan quantity or actual amount of such work done whichever is specified. It is further understood that the County does not guarantee any minimum amount of work under this Contract.

Contractor agrees that it will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this Contract and the estimated quantities contemplated and contained in the proposals.

## **9. Claims for Extra Cost**

- (a) If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Owner, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.
- (b) Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.
- (c) Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall be reported at once to the Owner and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Owner.
- (d) If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

## **10. Time**

The Contractor is advised that time for completion will consist of the number of calendar days set out in the Contract Award. The time for completion will begin to run on the day after the issuance of a notice to proceed by the County. The Contractor is required to start work no later than ten (10) working days after the issuance of the written notice to proceed. Failure to timely commence operations may be deemed by the County to be a default. The Contractor will complete the work at that site within the time period specified. If there is more than one site listed on the notice to proceed, work for all sites must be completed not later than is specified for each site.

## **11. Termination, Delays, and Liquidated Damages**

- (a) Right of the Owner to Terminate Contract.

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract. The notices shall contain the reasons for such intention to terminate the contract, and unless such violation or delay shall cease and satisfactory arrangement of correction be made within ten days, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor. The Surety shall have the right to take over and perform the contract. Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of

notice of termination, the Owner may take over the work and complete the project by bid/contract or by force account at the expense of the Contractor and his Surety shall be liable to the Owner for any excess cost incurred. In such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

(b) Liquidated Damages for Delays.

Contractor agrees that time is of the essence of this contract and that for each day of a delay of a day beyond the number of working days or calendar days herein agreed upon the completion of the work herein specified and contracted for (after due allowance for such extension of time as is provided for under Extension of Time hereinabove) County may withhold permanently from Contractor's total compensation the sum of **\$1,000.00** for each calendar day of delay, until the work is completed, as liquidated damages for such delay. The Contractor and his sureties shall be liable to the Owner for the amount thereof.

(c) Excusable Delays.

- 1) The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:
  - a. Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
  - b. Any acts of the Owner;
  - c. Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.
- 2) Provided, however, that the Contractor promptly notifies the Owner within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Owner shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

**12. Assignment or Novation**

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Owner; provided, however, that assignments to banks or other financial institutions may be made without the consent of the Owner. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

**13. Disputes**



- (a) All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR STANDARDS PROVISIONS whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall, within ten (10) days of commencement of the dispute, be presented by the Contractor to the Owner for decision. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt of the Owner.
- (b) The Contractor shall submit in detail his claim and his proof thereof.
- (c) If the Contractor does not agree with any decision of the Owner, he shall in no case allow the dispute to delay the work but shall notify the Owner promptly that he is proceeding with the work under protest.

#### **14. Technical Specifications and Drawings**

Anything mentioned in the Technical Specifications and not shown on the Drawings, or vice versa, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the Owner, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

#### **15. Shop Drawings**

- (a) All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the contract time shall be granted by reason of his failure in this respect.
- (b) Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time, otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.
- (c) If a shop drawing is in accordance with the contract or involves only a minor adjustment in the interest of the owner not involving a change in contract price or time; the engineer may approve the drawing. The approval shall not relieve the Contractor from his responsibility for adherence to the contract or for any error in the drawing.

#### **16. Requests for Supplementary Information**

It shall be the responsibility of the Contractor to make timely requests of the Owner for any additional information not already in his possession which should be furnished by the Owner under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provision of this section.

**17. Materials and Workmanship**

- (a) Unless otherwise specifically provided for in the technical specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the technical specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.
- (b) The Contractor shall furnish to the Owner for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval full information concerning all other materials or articles which he proposes to incorporate.
- (c) Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- (d) Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the technical specifications shall have full force and effect as though printed therein.
- (e) The Owner may require the Contractor to dismiss from the work such employee or employees as the Owner or the Engineer may deem incompetent, or careless, or insubordinate.

**18. Samples, Certificates and Tests**

- (a) The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.
- (b) Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in making a prompt decision regarding the acceptability of the sample. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.
- (c) Approval of any materials shall be general only and shall not constitute a waiver of the Owner's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.
- (d) Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

- 1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
- 2) The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;
- 3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;
- 4) The Owner will pay all other expenses.

**19. Permits and Codes**

- (a) The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the drawings and technical specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Owner. Where the requirements of the drawings and technical specifications fail to comply with such applicable ordinances or codes, the Owner will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.
- (b) Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the drawings and technical specifications), the Contractor shall remove such work without cost to the Owner.
- (c) The Contractor shall at his own expense, secure and pay for all permits for street pavement, sidewalks, shed, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.
- (d) The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements contained in this Contract.
- (e) The Contractor will be required to make arrangements for and pay the water, electrical power, or any other utilities required during construction.
- (f) During construction of this project, the Contractor shall use every means possible to control the amount of dust created by construction. Prior to the close of a day's work, the Contractor, if directed by the Owner, shall moisten the bank and surrounding area to prevent a dusty condition.

**20. Care of Work**

- (a) The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.
- (b) The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.

- (c) In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Owner.
- (d) The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.
- (e) The Contractor shall shore up, brace, underpin, secure, and protect as maybe necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements included in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Owner from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Owner may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

## **21. Accident Prevention**

- (a) No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.
- (b) The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.
- (c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Owner with reports concerning these matters.
- (d) The Contractor shall indemnify and save harmless the Owner from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.
- (e) The Contractor shall provide trench safety for all excavations more than five feet deep prior to excavation. All OSHA Standards for trench safety must be adhered to by the Contractor.
- (f) The contractor shall at all times conduct his work in such a manner as to insure the least possible inconvenience to vehicular and pedestrian traffic. At the close of the work each day, all streets where possible in the opinion of the Owner, shall be opened to the public in order that persons living in the area may have access to their homes or businesses by the use of the streets. Barricades, warning signs, and necessary lighting shall be provided to the satisfaction of the Owner at the expense of the Contractor.

## **22. Sanitary Facilities**

The Contractor shall furnish, install and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

**23. Use of Premises**

- (a) The Contractor shall confine his equipment, storage of materials, and construction operations to the contract limits as shown on the drawings and as prescribed by ordinances or permits, or as may be desired by the Owner, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.
- (b) The Contractor shall comply with all reasonable instructions of the Owner and all existing state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

**24. Removal of Debris, Cleaning, Etc.**

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for work, and put the whole site of the work and public rights of way in a neat and clean condition.

**25. Inspection**

- (a) All materials and workmanship shall be subject to inspection, examination, or test by the Owner and Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The Owner shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Owner may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any Monies which may be due the Contractor, without prejudice to any other rights or remedies of the Owner.
- (b) The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the Owner will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the technical specifications.
- (c) The Contractor shall notify the Owner sufficiently in advance of back filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Owner, the Contractor shall uncover for inspection and recover such facilities at his own expense, when so requested by the Owner.
- (d) Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.
- (e) Inspection of materials and appurtenances to be incorporated in the improvements included in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the technical specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss

in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.

- (f) Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Owner or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

**26. Review by Owner**

The Owner and its authorized representatives and agents shall have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the Contractor only by the Owner through its authorized representatives or agents.

**27. Final Inspection**

When the Improvements included in this Contract are substantially completed, the Contractor shall notify the Owner in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The Owner will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable.

**28. Deduction for Uncorrected Work**

If the Owner deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Owner and subject to settlement, in case of dispute, as herein provided.

**29. Warranty of Title**

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed by him to the Owner free from any claims, liens, or charges. Neither the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

**30. Warranty of Workmanship and Materials**

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements included in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of 12 months from the date of final acceptance of the work.

**31. Job Offices**

- (a) The Contractor and his subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The Owner shall be consulted with regard to locations.
- (b) Upon completion of the improvements, or as directed by the Owner, the Contractors shall remove all such temporary structures and facilities from the site, and leave the site of the work in the condition required by the contract.

**32. Partial Use of Site Improvements**

The Owner may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the technical specifications and if in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodation for which it was intended, provided:

- (a) The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.
- (b) The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.
- (c) The period of guarantee stipulated in the Section 29 hereof shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

**33. Contract Period**

The work to be performed under this contract shall commence within the time stipulated by the Owner in the Notice to Proceed, and shall be fully completed within 180 calendar days thereafter. The 180 days is based on the assumption that the Derrick Stone production will require 60 days to begin arriving to the site and then 120 days to complete the placement.

**34. Keeping Of Plans And Specifications Accessible**

The Contractor shall keep one (1) copy of all Plans and Specifications constantly accessible at the work site and available for inspection at all times.

**35. Utilities**

Contractor shall be responsible for any charges which may be made by any city or utility companies for the work to be performed by Contractor.

**36. Parking**

Contractor shall be responsible for the expense of parking the Contractor's vehicle(s) in a legal manner and at no expense or inconvenience to the County.

**37. Fire And Safety**

Contractor is completely responsible for fire protection at the job site as well as the safety of its own employees as well as those entering onto the job site.

**38. Contractor's Buildings**

The building of structures for housing men, or the erection of tents or other forms of protection will be permitted only at such places as the County shall permit, and the sanitary conditions of the grounds in or about such structures shall at all times be maintained in the manner satisfactory to the County.

**39. Worksite Security**

Contractor shall maintain the security of the worksite.

Contractor shall provide adequate protection to persons on the worksite, adjacent properties, and utilities as is necessary to keep each free of damage or injury. Contractor shall furnish all barricades, warning lights and other safety devices necessary for the safety and protection of the public and shall remove them upon completion of the work performed on those premises under the terms of this contract.

Contractor will have complete control over the work site and shall be fully responsible for any loss of or damage to any County property from any cause and will reimburse County in the event of any loss or damage to County's property from any cause.

Contractor shall take proper means to protect adjacent or adjoining properties which might be injured or seriously affected by construction undertaken under this Agreement from any damage or injury by reason of said process of construction. Contractor shall be liable for any and all claims for such damage on account of its failure to fully protect all adjoining properties.

**40. Final Grading**

If grading is required, when work is complete, Contractor shall grade the site to fill in holes and make a presentable appearance without disturbing trees and add fill dirt if needed. Contractor may not leave voids in the grading and compaction of the property. The land shall have a smooth appearance without concrete, bricks, building materials, and other debris on the surface.

**41. Changes And Alterations**

Contractor further agrees that County may make such changes and alterations as County may see fit, in the line, grade, form dimensions, plans or materials for the work herein contemplated, or any part thereof, either before or after the beginning of the contract construction, without affecting the validity of this Contract and the accompanying bonds.

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the work that may be dispensed with. If they increase the amount of the work, and the increased work can fairly be classified under the specifications, such increase shall be paid for according to the quantity actually done and at the unit price established for such work under this contract; otherwise such additional work shall be paid for as provided under the paragraph entitled "EXTRA WORK". In case the County shall make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then County shall recompense Contractor for any material or labor so used, and for any actual loss occasioned by such change due to actual expenses incurred in preparation for the work as originally planned.

**42. Extra Work**

The term "Extra Work" as used in this contract shall be understood to mean and include all work that may be required by the County to be done by Contractor to accomplish any change, alteration or addition to the work shown in the plans and specifications.

It is agreed that Contractor shall perform all Extra Work under the direction of the County when presented with a Written Work Order signed by the County. It is also agreed that the compensation to be paid Contractor for



performing said Extra Work shall be determined by one or more of the following methods:

Method (a) - By agreed unit prices; or

Method (b) - By agreed lump sum: or

Method (c) - If Neither Method (a) nor Method (b) can be agreed upon before the Extra Work is commenced, then Contractor shall be paid the "Actual field cost" of the work plus fifteen (15) percent.

In the event said Extra Work be performed and paid for under Method (c), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost of all workmen, such as foremen, timekeepers, merchants, and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment for time actually employed or used on such Extra Work plus actual transportation charges necessarily incurred, if the kind of equipment or machinery is not already on the job, together with all power, fuel, lubricants, water and similar operating expenses, also all necessary incidental expenses incurred directly on account of such Extra Work including Social Security, Old Age Benefits and other payroll taxes, and a ratable proportion of premiums on Construction and Maintenance Bonds, Public Liability and Property Damage and Workmen's Compensation, and all other insurance as may be required by any law or ordinance. The County may direct the form in which accounts of the "actual field cost" shall be kept and may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used, otherwise these matters shall be determined by Contractor. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using the one hundred (100) percent of the actual hourly or daily rate (for the time used plus time in moving to and from Job) of the latest schedule of Equipment Ownership Expense adopted by the Association General Contractors of America. Where practicable the terms and prices for the use of Machinery and Equipment shall be incorporated in the Written Extra Work Order. The fifteen (15) percent of the "Actual Field Cost" to be paid Contractor shall cover and compensate him for his profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the 'actual field cost" as herein defined, save that where the Contractor's Camp or Field Office must be maintained primarily on account of such extra work, then the cost to maintain and operate same shall be included in the "actual field cost".

No claim for extra work of any kind will be allowed unless ordered in writing by the County. In case any orders or instructions, either oral or written appear to Contractor to involve extra work for which he should receive compensation, it shall make written request to the County for written order authorizing Extra Work. Should a difference of opinion arise as to what does or does not constitute extra work, or as to the payment therefor, and the County insists upon its performance, Contractor shall proceed with the work after making written order and shall keep an accurate account of the "actual field cost" thereof, as provided under Method (c) and by this action Contractor will thereby preserve the right to submit the matter of payment to litigation.

#### **43. Salvage**

Any materials, equipment and fixtures specifically ordered to be salvaged under these specifications shall remain the property of County and will be delivered to the site designated by the County. All other items shall be disposed of by Contractor in compliance with all applicable laws and regulations.

#### **44. Compliance With Codes**

Contractor shall comply with all city, county, and state codes, laws, and ordinances in force at the time of award of contract and applicable to such work. Contractor shall obtain, at Contractor's own expense such permits, certificates, and licenses as may be required in the performance of the specified work.

#### **45. Laws And Ordinances**

Contractor shall at all times observe and comply with all Federal, State and Local Laws, ordinances and regulations which in any manner effect the contract or the work, and shall indemnify and save harmless the County against any claim arising from the violation of any such laws and ordinances, whether by Contractor or

its employees.

**46. Permits And Licenses**

Contractor shall be responsible for obtaining and furnishing all necessary permits and licenses, City, County, State or Federal as are required for the performance of this contract.

**47. Lines And Grades**

The Engineer will furnish points for horizontal and vertical control. Any additional stakes required by the Contractor shall be set at his expense. Whenever necessary, work shall be suspended to permit this work, but such suspension will be as brief as practicable and the Contractor shall be allowed no extra compensation therefor. The Contractor shall give the Engineer ample notice of the time and place where control lines and bench marks will be needed. All control stakes, marks, etc. shall be carefully preserved by the Contractor, and in case of careless destruction or removal by him or his employees, such control stakes, marks, etc. shall be replaced by the Engineer at the Contractor's expense.

**48. Excess, Waste Material And Debris**

All excess material, waste material and debris shall become the property of the Contractor and shall be properly disposed of off-site. No separate payment shall be made for same.

**49. Material Hauling**

Hauling of materials will not be paid for directly, but shall be considered as subsidiary work pertaining to the respective bid items. Haul routes for full and empty loads shall be restricted to State Highways. Hauling of equipment is also restricted to State Highways.

**50. Abatement And Mitigation Of Excessive Or Unnecessary Construction Noise**

Throughout all phases of the construction of this project, including the moving, unloading, operating and handling of construction equipment prior to commencement of work, during the project and after the work is complete, the contractor shall make every reasonable effort to minimize the noise imposed upon the immediate neighborhood surrounding the area of construction. Particular and special efforts shall be exercised by the Contractor to avoid the creation of unnecessary noise impacts on adjacent sensitive receptors in the placement of non-mobile equipment such as air compressors, generators, pumps, etc. The placement of temporary parked mobile equipment with the engine running shall be such as to cause the least disruption of normal adjacent activities not associated with the work to be performed by the contractor.

All equipment associated with the work shall be equipped with components designed by the manufacturer wholly or in part to suppress excessive noise and these components shall be maintained in their original operating condition considering normal depreciation. Noise-attenuation devices installed by the manufacturer such as mufflers, engine covers, insulation, etc., shall not be removed nor rendered ineffectual nor be permitted to remain off the equipment while the equipment is in use.

**51. Working Hours**

Work shall not be commenced by the contractor before sunrise and shall be so conducted that all equipment is off the road and safely stored by sunset. Specific permission shall be obtained by the contractor from the Engineer for work during those hours between 7:00 P.M. and 6:00 A.M. of the following day.

**52. Pipeline, Utility Locations And Contractor Responsibility**

An effort to determine all pipelines and utilities which may impact the project has been made. All known pipelines and utilities have been approximately located and shown on the plans. The Contractor shall notify all utility and pipeline owners before beginning the work. Additional unknown utilities and pipelines may be found. Adjustments of these utilities or pipelines shall be done by others at no expense to the contractor. However, the Contractor shall cooperate and coordinate his work with the adjustment

The Contractor will anticipate this in making his bid. The contractor will not be allowed claims for damages or delays for these adjustments should they be necessary. However, additional time will be considered for the contract period.

This action, however, shall in no way be interpreted as relieving the Contractor of his responsibilities under the terms of the contract as set out in the plans and specifications. The Contractor shall repair any damage to the facilities caused by his operations at the Contractor's expense and shall restore facilities to service in a timely manner.

**53. Incidentals**

All items of work required under this contract not specifically called for in the proposal as pay items shall be considered incidental to the various bid items and no separate payment shall be made for same.

**54. Flagmen**

During certain phases of construction flagmen will be required to direct and control traffic. This work will not be paid for directly, but shall be considered incidental the various bid items and no separate payment shall be made for same.

**55. Field Office**

For this project the Contractor will not have to provide a field office.

**56. Wage Rates:**

The attached schedule of wages per hour for this Contract follows.

## Contract Wage Rates

"General Decision Number: TX20210046 01/01/2021

Superseded General Decision Number: TX20200046

State: Texas

Construction Type: Heavy

Counties: Brazoria, Fort Bend, Galveston, Harris, Matagorda, Montgomery, Waller and Wharton Counties in Texas.

FLOOD CONTROL PROJECTS ONLY, (Does not Include any Water & Sewer Line work; Sewage Collection and Disposal Lines; Sewers (Sanitary Storm, etc.), or Shoreline Maintenance Water Mains and Water Supply Lines).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

0 01/01/2021

SUTX1998-009 03/26/1998

Rates Fringes

ASPHALT DISTRIBUTOR.....\$ 9.47

Asphalt Paving Machine.....\$ 10.05

Asphalt Raker.....\$ 8.28

Asphalt Shoveler.....\$ 7.45

Batching Plant Weigher.....\$ 11.11

Broom or Sweeper Operator.....\$ 8.01

Bulldozer.....\$ 9.91

CARPENTER.....\$ 10.35

Concrete Curbing Mach.....\$ 8.80

Concrete Finisher-Paving.....\$ 9.87

Concrete Finisher-Structures.....\$ 9.86

Concrete Finishing Machine.....\$ 11.79

Concrete Joint Sealer.....\$ 10.50

Concrete Paving Float.....\$ 9.30

Concrete Paving Saw.....\$ 10.01

Concrete Paving Spreader.....\$ 9.32

Concrete Rubber.....\$ 9.00

Crane, Clamshell, Backhoe,  
Derrick, Dragline, Shovel.....\$ 11.35

Crusher or Screening Plant  
Operator.....\$ 11.00

ELECTRICIAN.....\$ 16.15

Flagger.....\$ 7.25

Form Builder (Structures).....\$ 9.96

Form Liner - Paving & Curb.....\$ 9.03

Form Setter (PAVING/CURB).....\$ 8.86

Form Setter-Structures.....\$ 9.05

Foundation Drill Operator,  
Crawler Mounted.....\$ 12.59

Foundation Drill Operator,  
Truck Mounted.....\$ 12.73

Front End Loader.....\$ 9.29

Labor Common.....\$ 7.45

Laborer-Utility.....\$ 8.53

Lineperson.....\$ 7.50

MANHOLE BUILDER (Brick).....\$ 8.49

MECHANIC.....\$ 11.38

Milling Machine Operator.....\$ 10.43

Mixer.....\$ 7.94

Motor Grader

    FINE GRADE.....\$ 11.11

    Other.....\$ 10.67

Oiler.....\$ 9.56

Painter-Structures.....\$ 14.00

Pavement Marking Machine.....\$ 7.45

Piledriver.....\$ 10.96

Pipe layer.....\$ 8.49

Reinforcing Steel Setter

Paving.....\$ 12.50

Reinforcing Steel Setter

Structures.....\$ 12.47

Roller, Pneumatic, Self

Propelled.....\$ 7.96

Roller, Steel Wheel Other  
 Flatwheel or Tamping.....\$ 7.61

Roller, Steel Wheel Plant Mix  
 Pavements.....\$ 9.25

Scraper.....\$ 8.69

Servicer.....\$ 9.51

SIGN ERECTOR.....\$ 10.06

Sign Installer.....\$ 7.45

Slipform Machine Operator.....\$ 9.20

Spreader Box Operator.....\$ 9.08

Steelworker Structural.....\$ 10.35

Tractor-Crawler Type.....\$ 10.12

Tractor-Pneumatic.....\$ 8.99

Traveling Mixer.....\$ 9.35

Trenching Machine, Heavy.....\$ 13.56

Trenching Machine, Light.....\$ 10.50

Truck Driver Lowboy Float.....\$ 11.29

Truck Driver Single Axle Heavy...\$ 8.76

Truck Driver Single Axle,  
 Light.....\$ 8.15

Truck Driver Tandem Axle  
 Semi-Trailer.....\$ 8.00

Wagon Drill, Boring Machine.....\$ 10.15

WELDER.....\$ 10.43

Work Zone Barricade.....\$ 7.45

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



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

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

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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.

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### WAGE DETERMINATION APPEALS PROCESS

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

be:

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

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**BID PROPOSAL**

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for:  
**GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET**

Enclosed is a Cashier's Check or Bid Bond in the sum of 5% of the greatest amount bid.

Bidder agrees to perform in accordance with the requirements of the contract documents in consideration of payment by the County of the prices in this proposal.

**IN CASE OF DISCREPANCY BETWEEN UNIT PRICES AND EXTENDED PRICES, UNIT PRICES WILL GOVERN.**

**This bid sheet must be completely filled out in ink or typewritten with any necessary supplemental information attached.**

The undersigned hereby agrees to all of the foregoing terms and provisions and to all terms and provisions of the contract, if awarded, which includes all provisions of this bid package.

BIDDER \_\_\_\_\_

SIGNATURE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE \_\_\_\_\_

ZIP \_\_\_\_\_

TELEPHONE \_\_\_\_\_

FAX NO \_\_\_\_\_

DATE \_\_\_\_\_

TAX I.D. No. \_\_\_\_\_

# BID PROPOSAL

## GALVESTON SEAWALL RIP RAP DEFICIENCIES WEST OF 61<sup>ST</sup> STREET

Contract Line Item (CLIN)	TxDOT 2014	Item Description <sup>(2)</sup>	Unit	Unit Qty	Unit Price <sup>(1)</sup>	Total
<b>GENERAL</b>						
0001	500	Mobilization	LS	1	\$ _____	\$ _____
0002	502	Barricades Signs and Traffic Handling	MN	4	\$ _____	\$ _____
0003	508	Construct Detours	LS	1	\$ _____	\$ _____
0004		Project Sign	EA	1	\$ _____	\$ _____
<b>EROSION CONTROL</b>						
0005		Furnish and Install Granite Derrick Stone	EA	2,095	\$ _____	\$ _____
<b>TOTAL BASE BID</b>					\$ _____	

**Subtotal General Items**                      \$ \_\_\_\_\_

**Subtotal Erosion Control**                      \$ \_\_\_\_\_

**TOTAL BASE BID  
(SUM OF ITEMS ABOVE)**                      \$ \_\_\_\_\_

**Notes:**

(1) In the event of a discrepancy, this column shall govern.

(2) The intent of the Contract Documents is for the Contractor to include all items necessary for the proper execution and completion of the Work described in the Contract Documents. No separate measurement and payment shall be made for any work unless identified as a pay item in the BID. Include the cost of work not identified as a separate pay item in Contract price bid for items of which this work is a component. In case of discrepancy between measurement and payment within the BID and Technical Specification Section, the BID shall govern.

**CONTRACT AWARD**

**CONTRACT FOR: GALVESTON SEAWALL RIP RAP DEFICIENCIES  
WEST OF 61<sup>ST</sup> STREET**

THIS CONTRACT IS ENTERED INTO BETWEEN GALVESTON COUNTY AND THE CONTRACTOR NAMED BELOW PURSUANT TO SUBCHAPTER B, CHAPTER 271, TEXAS LOCAL GOVERNMENT CODE, AND THE REFERENCED INVITATION TO BID.

Contract No: 21-1124

Bid No: ITB #211026

Contractor: \_\_\_\_\_

The Specifications and Drawings are enumerated as follows:

Standard Specifications: **Standard Specifications For Construction And Maintenance Of Highways, Streets And Bridges; adopted by the Texas Department Of Transportation, 2014**

**Unified Facilities Guide Specifications (UFGS)**

Special Provisions: **Special Provision to Items 1-9**

Special Items:

DRAWINGS: 1 Thru 39

ADDENDA: \_\_\_\_\_

**Contract Award** (continued)

Invitation to Bid, General Provisions, Special Provisions, Bid Forms, Certification Regarding Lobbying, Non-Collusion Affidavit, Vendor Qualification Packet, Debarment Form, Special Provisions for Construction, Bid Proposal, Affidavit and Surety Forms, Wage Rates, Specifications, Plans and any Addenda attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.

Contractor shall furnish all materials, perform all of the work required to be done and do everything else required by these documents.

Time of Completion: The Contractor shall complete the work within 180 Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the Contract.

The Contract Sum: The County shall pay the Contractor for performance of the Contract, the sum of \_\_\_\_\_

\_\_\_\_\_ Dollars and \_\_\_/100 (\$ \_\_\_\_\_), payments to be made as described herein.

Performance Bond required: (x) yes ( ) no

Payment Bond required: (x) yes ( ) no

This Contract is issued pursuant to award made by Commissioners' Court on \_\_\_\_\_, 20\_\_.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

COUNTY OF GALVESTON, TEXAS

BY: \_\_\_\_\_  
MARK HENRY, County Judge

ATTEST:

\_\_\_\_\_  
DWIGHT SULLIVAN, County Clerk

CONTRACTOR

BY: \_\_\_\_\_  
Signature - Title

\_\_\_\_\_  
Printed Name



# CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIEN

TO (Owner):

PROJECT NO:

CONTRACT FOR:

PROJECT:  
(name, address)

CONTRACT DATE:

State of:

County of:

The undersigned, hereby certifies that, to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Sub-contractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR:

Address:

BY:

Subscribed and sworn to before me this

day of 20

Notary Public:

My Commission Expires:

**CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS**

TO (Owner):

PROJECT NO:

CONTRACT FOR:

PROJECT:  
(name, address)

CONTRACT DATE:

State of:

County of:

The undersigned, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment.  
Whenever Surety is involved, consent of Surety is required. CONSENT OF SURETY, may be used for this purpose.  
Indicate attachment: yes \_\_\_\_\_ no \_\_\_\_\_

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens.

CONTRACTOR:

Address:

BY:

Subscribed and sworn to before me this

day of \_\_\_\_\_ 20

Notary Public:

My Commission Expires:

**CONSENT OF SURETY TO REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE**

TO (Owner):

PROJECT NO:

PROJECT:  
(name, address)

CONTRACT FOR:

CONTRACT DATE:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(here insert name and address of Surety as it appears in the bond).

, SURETY,

on bond of (here insert name and address of Contractor as it appears in the bond)

, CONTRACTOR,

hereby approves the reduction in or partial release of retainage to the contractor as follows:

The Surety agrees that such reduction in or partial release of retainage to the Contractor shall not relieve the Surety of any of its  
obligations to (here insert name and address of Owner)

, OWNER,

as set forth in the said Surety's bond.

IN WITNESS WHEREOF,  
the Surety has hereunto set its had this

day of

20 .

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

ATTEST:  
(Seal):

**CONSENT OF SURETY COMPANY TO FINAL PAYMENT**

TO (Owner):

PROJECT NO:

PROJECT:  
(name, address)

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR:

---

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(here insert name and address of Surety as it appears in the bond).

, SURETY COMPANY,

on bond of (here insert name and address of Contractor )

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety  
Company of any of its obligations to (here insert name and address of Owner)

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,  
the Surety Company has hereunto set its had this

day of \_\_\_\_\_ 20\_\_ .

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

ATTEST:  
(Seal):

NOTE: This form is to be use as a companion document to Contractor's Affidavit of Payment of Debts and Claims.

## TABLE OF CONTENTS FOR SPECIFICATIONS

### UNIFIED FACILITIES GUIDE SPECIFICATIONS (UFGS)

#### DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

									<b>Number of Pages</b>
00	01	15		LIST OF DRAWINGS	08/14				2
00	22	13.00	20	SUPPLEMENTARY INSTRUCTIONS TO OFFEROR’S	11/18				3

#### DIVISION 01 – GENERAL REQUIREMENTS

01	11	00		SUMMARY OF WORK	08/15				2
01	22	00.00	10	PRICE AND PAYMENT PROCEDURES	08/15				4
01	32	16.00	20	SMALL PROJECT CONSTRUCTION PROGRESS SCHEDULES	08/18				3
01	33	00		SUBMITTAL PROCEDURES	02/19				17
01	45	00.10	20	QUALITY CONTROL FOR MINOR CONSTRUCTION	08/17				11
01	50	00		TEMPORARY CONSTRUCTION FACILITIES AND CONTROLS	08/19				9
01	57	19		TEMPORARY ENVIRONMENTAL CONTROLS	08/19				18
01	78	00		CLOSEOUT SUBMITTALS	05/19				4

#### DIVISION 35 – WATERWAY AND MARINE CONSTRUCTION

35	31	19		STONE, CHANNEL, SHORELINE COASTAL PROTECTION FOR STRUCTURES	11/14				13
----	----	----	--	---	-------	--	--	--	----

### TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS (TxDOT)

#### 500 ITEMS – MISCELLANEOUS CONSTRUCTION

500	MOBILIZATION (Modified).....	2
502	BARRICADES, SIGNS, AND TRAFFIC HANDLING .....	2
508	CONSTRUCTING DETOURS (Modified) .....	3

#### 600 ITEMS – LIGHTING, SIGNING, MARKINGS, AND SIGNALS

662	WORK ZONE PAVEMENT MARKINGS (Modified) .....	3
666	RETROREFLECTORIZED PAVEMENT MARKINGS (Modified) .....	6

#### SPECIAL PROVISIONS

SPECIAL PROVISION TO ITEM 1 .....	2
SPECIAL PROVISION TO ITEM 2 .....	1
SPECIAL PROVISION TO ITEM 3 .....	1
SPECIAL PROVISION TO ITEM 4 .....	1
SPECIAL PROVISION TO ITEM 5 .....	1
SPECIAL PROVISION TO ITEM 6 .....	1
SPECIAL PROVISION TO ITEM 7 .....	1
SPECIAL PROVISION TO ITEM 8 .....	1
SPECIAL PROVISION TO ITEM 9 .....	1

SECTION TABLE OF CONTENTS

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

DOCUMENT 00 01 15

LIST OF DRAWINGS

02/11 (Change 1 - 08/14)

PART 1 GENERAL

1.1 SUMMARY

1.2 CONTRACT DRAWINGS

-- End of Section Table of Contents --

DOCUMENT 00 01 15 LIST OF DRAWINGS

02/11 (Change 1 - 08/14)

PART 1 GENERAL

1.1 SUMMARY

This section lists the drawings for the project.

1.2 CONTRACT DRAWINGS

Contract drawings are as follows:

DRAWING NO.	REVISION NO.	TITLE
1		Cover Sheet
2		General Notes and Quantities
3-4		Typical Section Toe Protection
5-13		Plan View
14		Maintenance of Traffic Notes
15		Temporary Asphalt Crossover Detail
16-25		Maintenance of Traffic
26-37		BC(1)-14 to BC(12)-14
38		TCP(1-4)-18
39		WZ(TD)-17

-- End of Document --

SECTION TABLE OF CONTENTS

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

DOCUMENT 00 22 13.00 20

SUPPLEMENTARY INSTRUCTIONS TO OFFERORS

02/14 (Change 3 - 11/18)

PART 1 GENERAL

1.1 CONTRACT LINE ITEMS

1.2 GENERAL BID NOTES

PART 2 PRODUCTS

PART 3 EXECUTION

-- End of Section Table of Contents --



## SUPPLEMENTARY INSTRUCTIONS TO OFFERORS

02/14 (Change 3 - 11/18)

## PART 1 GENERAL

## 1.1 CONTRACT LINE ITEMS

The terms Offeror and Bidder and versions thereof (offer/bid) have the same definition as used within this contract.

Provide the Contract Line Item (CLIN) for the following items:

CLIN 0001. MOBILIZATION. Price includes the following: Comply with Specification Item 500 Mobilization.

CLIN	ITEM DESCRIPTION	UNIT	UNIT PRICE	NO. OF UNITS	TOTAL PRICE FOR CLIN 0001 (UNIT PRICE X NO. OF UNITS)
0001	MOBILIZATION (Specification Item 500)	LS	\$ _____	1	\$ _____

CLIN 0002. BARRICADES, SIGNS, AND TRAFFIC HANDLING. Price includes the following: Comply with Specification Item 502 Barricades, Signs, and Traffic Handling.

CLIN	ITEM DESCRIPTION	UNIT	UNIT PRICE	NO. OF UNITS	TOTAL PRICE FOR CLIN 0002 (UNIT PRICE X NO. OF UNITS)
0002	BARRICADES, SIGNS, AND TRAFFIC HANDLING (Specification Item 502)	MONTHS	\$ _____	4	\$ _____

CLIN 0003. CONSTRUCTING DETOURS. Price includes the following: Comply with Specification Item 508 Constructing Detours.

CLIN	ITEM	UNIT	UNIT PRICE	NO. OF UNITS	TOTAL PRICE FOR CLIN 0003 (UNIT PRICE X NO. OF UNITS)
0003	Constructing Detours (Specification Item 508)	LS	\$ _____	1	\$ _____

CLIN 0004. PROJECT SIGN. Price includes the following: Comply with the Project Sign details shown on the plans.

CLIN	ITEM	UNIT	UNIT PRICE	NO. OF UNITS	TOTAL PRICE FOR CLIN 0004 (UNIT PRICE X NO. OF UNITS)
0004	Project Sign (Plan Details)	EA	\$ _____	1	\$ _____

CLIN 0005. FURNISH AND INSTALL GRANITE DERRICK STONE. Price includes the following: Comply with Specification 35 31 16 Furnish and Install Granite Derrick Stone.

CLIN	ITEM	UNIT	UNIT PRICE	NO. OF UNITS	TOTAL PRICE FOR CLIN 0005 (UNIT PRICE X NO. OF UNITS)
0005	FURNISH AND INSTALL GRANITE DERRICK STONE  (Specification 35 31 19)	EA	\$ _____	2,095	\$ _____

1.2 GENERAL BID NOTES

- a. If there is a difference between a unit price and the extended total, the unit price will be held to be the intended bid and the total recomputed accordingly. If an Offeror provides a total but fails to enter a unit price, the total divided by the specified quantity will be held to be the intended unit price.
- b. The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the [option] [additive] quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

-- End of Document --

SECTION TABLE OF CONTENTS

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01 11 00

SUMMARY OF WORK

08/15

PART 1 GENERAL

- 1.1 SUBMITTALS
- 1.2 WORK COVERED BY CONTRACT DOCUMENTS
  - 1.2.1 Project Description
  - 1.2.2 Location
- 1.3 CONTRACT DRAWINGS
- 1.4 EXISTING WORK
- 1.5 LOCATION OF UNDERGROUND UTILITIES

PART 2 PRODUCTS

PART 3 EXECUTION

-- End of Section Table of Contents --

SECTION 01 11 00

SUMMARY OF WORK

08/15

PART 1 GENERAL

1.1 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

1.2.1 Project Description

The work includes furnishing and installing (placing) new granite derrick cover stone in the areas identified on the contract drawings, traffic control, and incidental related work.

1.2.2 Location

The work is located along the Galveston Seawall in Galveston County, Texas, approximately as indicated on the contract drawings. The exact location will be shown by the Contracting Officer.

1.3 CONTRACT DRAWINGS

The following drawings accompany this specification and are a part thereof.

Galveston Seawall Repair  
Sheets 1 through 39

Three sets of full size contract drawings, maps, and specifications will be furnished to the Contractor without charge.

Reference publications will not be furnished. Immediately check furnished drawings and notify the Government of any discrepancies.

1.4 EXISTING WORK

In addition to FAR 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements:

- a. Repair or replace portions of existing work which have been altered during construction operations to match existing or adjoining work, as approved by the Contracting Officer. At the completion of operations, existing work must be in a condition equal to or better than that which existed before new work started.

1.5 LOCATION OF UNDERGROUND UTILITIES

Verify existing utility locations indicated on contract drawings, within area of work.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

-- End of Section --

SECTION TABLE OF CONTENTS  
DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01 22 00.00 10  
PRICE AND PAYMENT PROCEDURES

08/15

PART 1 GENERAL

1.1 REFERENCES

1.2 SUBMITTALS

1.3 SINGLE JOB PAYMENT ITEMS

1.3.1 Mobilization and Demobilization

1.3.1.1 Payment

1.3.1.2 Unit of Measure

1.4 UNIT PRICE PAYMENT ITEMS

1.4.1 Barricades, Signs, and Traffic Handling

1.4.1.1 Payment

1.4.1.2 Measurement

1.4.1.3 Unit of Measure

1.4.2 Constructing Detours

1.4.2.1 Payment

1.4.2.2 Measurement

1.4.2.3 Unit of Measure

1.4.3 Project Sign

1.4.3.1 Payment

1.4.3.2 Measurement

1.4.3.3 Unit of Measure

1.4.4 Furnish and Install Granite Derrick Stone

1.4.4.1 Payment

1.4.4.2 Measurement

1.4.4.3 Unit of Measure

PART 2 PRODUCTS

PART 3 EXECUTION

3.1 CONTRACT COST BREAKDOWN

-- End of Section Table of Contents --

SECTION 01 22 00.00 10

PRICE AND PAYMENT PROCEDURES

08/15

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only.

SD-03 Product Data

Weight Certificates

1.3 SINGLE JOB PAYMENT ITEMS

Payment items for the work of this contract for which contract job payments will be made are listed in the BIDDING PROPOSAL SCHEDULE and described below. All costs for items of work, which are not specifically mentioned to be included in a particular job or unit price payment item, are included in the listed job item most closely associated with the work involved. The job price and payment made for each item listed constitutes full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided.

1.3.1 Mobilization and Demobilization

1.3.1.1 Payment

Payment will be made for costs associated with mobilization and demobilization, as defined in Specification 500.

1.3.1.2 Unit of Measure

Unit of measure: job.

1.4 UNIT PRICE PAYMENT ITEMS

Payment items for the work of this contract on which the contract unit price payments will be made are listed in the BIDDING PROPOSAL SCHEDULE and described below. The unit price and payment made for each item listed

constitutes full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for each of the unit price items.

#### 1.4.1 Barricades, Signs, and Traffic Handling

##### 1.4.1.1 Payment

Payment will be made for costs associated with providing, installing, replacing, maintaining, cleaning, and removing all traffic control devices shown on the contract drawings as defined in Specification Item 502.

##### 1.4.1.2 Measurement

Measure barricades, signs, and traffic handling by the required barricades, signs, and traffic handling needed for the project.

##### 1.4.1.3 Unit of Measure

Unit of measure: Month.

#### 1.4.2 Constructing Detours

##### 1.4.2.1 Payment

Payment will be made for costs associated with furnishing, placing, maintaining, and removing Detours shown on the contract drawing as defined in Specification Item 508.

##### 1.4.2.2 Measurement

Constructing Detours required for the project.

##### 1.4.2.3 Unit of Measure

Unit of measure: Lump Sum.

#### 1.4.3 Project Sign

##### 1.4.3.1 Payment

Payment will be made for costs associated with fabricating and installing the Project Sign based on the details shown on the contract drawing.

##### 1.4.3.2 Measurement

The total quantity Project Sign for which payment will be made will be 1 Each.

##### 1.4.3.3 Unit of Measure

Unit of measure: Each.

#### 1.4.4 Furnish and Install Granite Derrick Stone

##### 1.4.4.1 Payment

Payment will be made for costs associated with furnishing and installing (placing) granite derrick cover stone at the locations shown on the contract drawing.

##### 1.4.4.2 Measurement

The total quantity of granite derrick stone for which payment will be made will be 2,095 Each.

##### 1.4.4.3 Unit of Measure

Unit of measure: Each.

#### PART 2 PRODUCTS

Not Used

#### PART 3 EXECUTION

##### 3.1 CONTRACT COST BREAKDOWN

The Contractor must furnish within 30 days after the date of Notice to Proceed, and prior to the submission of its first partial payment estimate, a breakdown of its pay items which will be reviewed by the Contracting Officer as to propriety of distribution of the total cost to the various accounts. Any unbalanced items as between early and late payment items or other discrepancies will be revised by the Contracting Officer to agree with a reasonable cost of the work included in the various items. This contract cost breakdown will then be utilized as the basis for progress payments to the Contractor.

-- End of Section --



SECTION TABLE OF CONTENTS

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01 32 16.00 20

SMALL PROJECT CONSTRUCTION PROGRESS SCHEDULES

08/18

PART 1 GENERAL

1.1 SUBMITTALS

1.2 PRE-CONSTRUCTION SCHEDULE REQUIREMENT

1.3 SCHEDULE FORMAT

1.3.1 Anticipated Weather Lost Work Days

1.3.2 Bar Chart Schedule

1.3.3 Schedule Submittals and Procedures

1.4 3-WEEK LOOK AHEAD SCHEDULE

1.5 CORRESPONDENCE AND TEST REPORTS:

1.6 ADDITIONAL SCHEDULING REQUIREMENTS

PART 2 PRODUCTS

PART 3 EXECUTION

-- End of Section Table of Contents --

SMALL PROJECT CONSTRUCTION PROGRESS SCHEDULES

08/18

PART 1 GENERAL

1.1 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only.

SD-01 Preconstruction Submittals  
Baseline Construction Schedule; G

SD-07 Certificates  
Monthly Updates

1.2 PRE-CONSTRUCTION SCHEDULE REQUIREMENT

Prior to the start of work, prepare and submit to the Contracting Officer a Baseline Construction Schedule in the form of a Bar Chart Schedule. The approval of a Baseline Construction Schedule is a condition precedent to:

- a. The Contractor starting demolition work or construction stage(s) of the contract.
- b. Processing Contractor's invoice(s) for construction activities/items of work.
- c. Review of any schedule updates.

Submittal of the Baseline Construction Schedule, and subsequent schedule updates, is understood to be the Contractor's certification that the submitted schedule meets the requirements of the Contract Documents, represents the Contractor's plan on how the work will be accomplished, and accurately reflects the work that has been accomplished and how it was sequenced (as-built logic).

1.3 SCHEDULE FORMAT

1.3.1 Anticipated Weather Lost Work Days

Use the National Oceanic and Atmospheric Administration's (NOAA) Summary of Monthly Normals report to obtain the historical average number of days each month with precipitation, using a nominal thirty (30)-year, greater than 0.10 inch precipitation amount parameter, as indicated on the Station Report for the NOAA location closest to the project site as the basis for establishing a "Weather Calendar" showing the number of anticipated non-workdays for each month due to adverse weather, in addition to Saturdays, Sundays, and all Federal Holidays as non-work days.

Assign the Weather Calendar to any activity that could be impacted by adverse weather. The Contracting Officer will issue a modification in accordance with the contract clauses, giving the Contractor a time extension for the difference of days between the anticipated and actual adverse weather delay if the number of actual adverse weather delay days exceeds the number of days anticipated for the month in which the delay occurs and the adverse weather delayed activities are critical to contract completion. A lost workday due to weather conditions is defined as a day

in which the Contractor cannot work at least fifty (50) percent of the day on the impacted activity.

#### 1.3.2 Bar Chart Schedule

The Bar Chart must, as a minimum, show work activities, submittals, Government review periods, material/equipment delivery, utility outages, on-site construction, inspection, testing, and closeout activities. The Bar Chart must be time scaled and generated using an electronic spreadsheet program.

#### 1.3.3 Schedule Submittals and Procedures

Submit Schedules and updates in hard copy and on electronic media that is acceptable to the Contracting Officer.

### 1.4 3-WEEK LOOK AHEAD SCHEDULE

Prepare and issue a 3-Week Look Ahead schedule to provide a more detailed day-to-day plan of upcoming work identified on the Construction Schedule. Update each week to show the planned work for the current and following two (2)-week period. Additionally, include upcoming outages, closures, preparatory meetings, and initial meetings. Identify critical path activities on the Three-Week Look Ahead Schedule. The detail work plans are to be bar chart type schedules, maintained separately from the Construction Schedule on an electronic spreadsheet program and printed on 8-1/2 by 11 inch sheets as directed by the Contracting Officer. Activities must not exceed five (5) working days in duration and have sufficient level of detail to assign crews, tools and equipment required to complete the work. Deliver three hard copies and one electronic file of the three (3)-Week Look Ahead Schedule to the Contracting Officer no later than 10 a.m. each Monday, and review during the weekly CQC Coordination or Production Meeting.

### 1.5 CORRESPONDENCE AND TEST REPORTS:

Correspondence (e.g., letters, Requests for Information (RFIs), e-mails, meeting minute items, Production and QC Daily Reports, material delivery tickets, photographs) must reference Schedule Activities that are being addressed. Test reports (e.g., concrete, soil compaction, weld, pressure) must reference Schedule Activities that are being addressed.

### 1.6 ADDITIONAL SCHEDULING REQUIREMENTS

Any references to additional scheduling requirements, including systems to be inspected, tested and commissioned, that are located throughout the remainder of the Contract Documents, are subject to all requirements of this section.

## PART 2 PRODUCTS

Not used.

## PART 3 EXECUTION

Not used.

-- End of Section --

SECTION TABLE OF CONTENTS

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01 33 00

SUBMITTAL PROCEDURES

08/18 (Change 2 - 02/19)

PART 1 GENERAL

1.1 SUMMARY

- 1.1.1 Submittal Information
- 1.1.2 Project Type
- 1.1.3 Submission of Submittals

1.2 DEFINITIONS

- 1.2.1 Submittal Descriptions (SD)
- 1.2.2 Approving Authority
- 1.2.3 Work

1.3 SUBMITTALS

1.4 SUBMITTAL CLASSIFICATION

- 1.4.1 Government Approved (G)
- 1.4.2 For Information Only

1.5 PREPARATION

- 1.5.1 Identifying Submittals
- 1.5.2 Submittal Format
  - 1.5.2.1 Format of SD-01 Preconstruction Submittals
  - 1.5.2.2 Format for SD-02 Shop Drawings
    - 1.5.2.2.1 Drawing Identification
  - 1.5.2.3 Format of SD-03 Product Data
    - 1.5.2.3.1 Product Information
    - 1.5.2.3.2 Standards
    - 1.5.2.3.3 Data Submission
  - 1.5.2.4 Format of SD-04 Samples
    - 1.5.2.4.1 Sample Characteristics
    - 1.5.2.4.2 Sample Incorporation
    - 1.5.2.4.3 Comparison Sample
  - 1.5.2.5 Format of SD-05 Design Data
  - 1.5.2.6 Format of SD-06 Test Reports
  - 1.5.2.7 Format of SD-07 Certificates
  - 1.5.2.8 Format of SD-08 Manufacturer's Instructions
    - 1.5.2.8.1 Standards

- 1.5.2.9 Format of SD-09 Manufacturer's Field Reports
  - 1.5.2.10 Format of SD-11 Closeout Submittals
  - 1.5.3 Source Drawings for Shop Drawings
    - 1.5.3.1 Source Drawings
    - 1.5.3.2 Terms and Conditions
  - 1.5.4 Electronic File Format
  - 1.6 QUANTITY OF SUBMITTALS
    - 1.6.1 Number of SD-01 Preconstruction Submittal Copies
    - 1.6.2 Number of SD-02 Shop Drawing Copies
    - 1.6.3 Number of SD-03 Product Data Copies
    - 1.6.4 Number of SD-04 Samples
    - 1.6.5 Number of SD-05 Design Data Copies
    - 1.6.6 Number of SD-06 Test Report Copies
    - 1.6.7 Number of SD-07 Certificate Copies
    - 1.6.8 Number of SD-08 Manufacturer's Instructions Copies
    - 1.6.9 Number of SD-09 Manufacturer's Field Report Copies
    - 1.6.10 Number of SD-10 Operation and Maintenance Data Copies
    - 1.6.11 Number of SD-11 Closeout Submittals Copies
  - 1.7 INFORMATION ONLY SUBMITTALS
  - 1.8 PROJECT SUBMITTAL REGISTER AND DATABASE
    - 1.8.1 Submittal Management
    - 1.8.2 Action Codes
      - 1.8.2.1 Government Review Action Codes
  - 1.9 SCHEDULING
  - 1.10 GOVERNMENT APPROVING AUTHORITY
  - 1.11 DISAPPROVED SUBMITTALS
  - 1.12 APPROVED SUBMITTALS
  - 1.13 APPROVED SAMPLES
  - 1.14 WITHHOLDING OF PAYMENT
  - 1.15 STAMPS
- PART 2 PRODUCTS
- PART 3 EXECUTION ATTACHMENTS:

ENG Form 4025-R

-- End of Section Table of Contents --

SECTION 01 33 00

SUBMITTAL PROCEDURES

08/18 (Change 2 -02/19)

PART 1 GENERAL

1.1 SUMMARY

1.1.1 Submittal Information

The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Each submittal is to be complete and in sufficient detail to allow ready determination of compliance with contract requirements.

Units of weights and measures used on all submittals are to be the same as those used in the contract drawings.

1.1.2 Project Type

The Contractor's Quality Control (CQC) System Manager are to check and approve all items before submittal and stamp, sign, and date indicating action taken. Proposed deviations from the contract requirements are to be clearly identified. Include within submittals items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals.

1.1.3 Submission of Submittals

Schedule and provide submittals requiring Government approval before acquiring the material or equipment covered thereby. Pick up and dispose of samples not incorporated into the work in accordance with manufacturer's Safety Data Sheets (SDS) and in compliance with existing laws and regulations.

1.2 DEFINITIONS

1.2.1 Submittal Descriptions (SD)

Submittal requirements are specified in the technical sections. Examples and descriptions of submittals identified by the Submittal Description (SD) numbers and titles follow:

SD-01 Preconstruction Submittals

Submittals that are required prior to or commencing with the start of work on site. Submittals that are required prior to or at the start

of construction (work) or the next major phase of the construction on a multiphase contract.

Preconstruction Submittals include schedules and a tabular list of locations, features, and other pertinent information regarding products, materials, equipment, or components to be used in the work.

Certificates of Insurance

Surety Bonds

List of Proposed Subcontractors

List of Proposed Products

Submittal Register

Schedule of Prices or Earned Value Report

Accident Prevention Plan

Health and Safety Plan

Work Plan

Quality Control (QC) Plan

Environmental Protection Plan

#### SD-02 Shop Drawings

Drawings, diagrams and schedules specifically prepared to illustrate some portion of the work.

Diagrams and instructions from a manufacturer or fabricator for use in producing the product and as aids to the Contractor for integrating the product or system into the project.

Drawings prepared by or for the Contractor to show how multiple systems and interdisciplinary work will be coordinated.

#### SD-03 Product Data

Catalog cuts, illustrations, schedules, diagrams, performance charts, instructions and brochures illustrating size, physical appearance and other characteristics of materials, systems or equipment for some portion of the work.

Samples of warranty language when the contract requires extended product warranties.

#### SD-04 Samples

Fabricated or un-fabricated physical examples of materials, equipment

or workmanship that illustrate functional and aesthetic characteristics of a material or product and establish standards by which the work can be judged.

Color samples from the manufacturer's standard line (or custom color samples if specified) to be used in selecting or approving colors for the project.

Field samples and mock-ups constructed on the project site establish standards ensuring work can be judged. Includes assemblies or portions of assemblies that are to be incorporated into the project and those that will be removed at conclusion of the work.

#### SD-05 Design Data

Design calculations, mix designs, analyses or other data pertaining to a part of work.

Design submittals, design substantiation submittals and extensions of design submittals.

#### SD-06 Test Reports

Reports signed by authorized official of testing laboratory that a material, product or system identical to the material, product or system to be provided has been tested in accord with specified requirements. Unless specified in another section, testing must have been within three years of date of contract award for the project.

Report that includes findings of a test required to be performed on an actual portion of the work or prototype prepared for the project before shipment to job site.

Report that includes finding of a test made at the job site or on sample taken from the job site, on portion of work during or after installation.

Investigation reports

Daily logs and checklists

Final acceptance test and operational test procedure

#### SD-07 Certificates

Statements printed on the manufacturer's letterhead and signed by responsible officials of manufacturer of product, system or material attesting that the product, system, or material meets specification requirements. Must be dated after award of project contract and clearly name the project.

Document required of Contractor, or of a manufacturer, supplier, installer or Subcontractor through Contractor. The document purpose



is to further promote the orderly progression of a portion of the work by documenting procedures, acceptability of methods, or personnel qualifications.

Confined space entry permits

Text of posted operating instructions

#### SD-09 Manufacturer's Field Reports

Documentation of the testing and verification actions taken by manufacturer's representative at the job site, in the vicinity of the job site, or on a sample taken from the job site, on a portion of the work, during or after installation, to confirm compliance with manufacturer's standards or instructions. The documentation must be signed by an authorized official of a testing laboratory or agency and state the test results; and indicate whether the material, product, or system has passed or failed the test.

Factory test reports.

#### SD-11 Closeout Submittals

Documentation to record compliance with technical or administrative requirements or to establish an administrative mechanism.

Submittals required for Guiding Principle Validation (GPV) or Third Party Certification (TPC).

Special requirements necessary to properly close out a construction contract. For example, Record Drawings and as-built drawings. Also, submittal requirements necessary to properly close out a major phase of construction on a multi-phase contract.

#### 1.2.2 Approving Authority

Office or designated person authorized to approve the submittal.

#### 1.2.3 Work

As used in this section, on-site and off-site construction required by contract documents, including labor necessary to produce submittals, construction, materials, products, equipment, and systems incorporated or to be incorporated in such construction. In exception, excludes work to produce SD-01 submittals.

#### 1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only.

SD-01 Preconstruction Submittals Submittal Register; G

#### 1.4 SUBMITTAL CLASSIFICATION

#### 1.4.1 Government Approved (G)

Government approval is required for extensions of design, critical materials, variations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Government.

Government approval is required for any variations from the Solicitation or the Accepted Proposal and for other items as designated by the Government.

#### 1.4.2 For Information Only

Submittals not requiring Government approval will be for information only.

### 1.5 PREPARATION

#### 1.5.1 Identifying Submittals

The Contractor's Quality Control Manager must prepare, review and stamp submittals, including those provided by a subcontractor, before submittal to the Government.

Identify submittals, except sample installations and sample panels, with the following information permanently adhered to or noted on each separate component of each submittal and noted on transmittal form. Mark each copy of each submittal identically, with the following:

1.5.1.1 Project title and location

1.5.1.2 Construction contract number

1.5.1.3 Dates of the drawings and revisions

1.5.1.4 Name, address, and telephone number of Subcontractor, supplier, manufacturer, and any other Subcontractor associated with the submittal.

1.5.1.5 Section number of the specification by which submittal is required

1.5.1.6 Submittal description (SD) number of each component of submittal

1.5.1.7 For a resubmission, add alphabetic suffix on submittal description, for example, submittal 18 would become 18A, to indicate resubmission

1.5.1.8 Product identification and location in project.

#### 1.5.2 Submittal Format

1.5.2.1 Format of SD-01 Preconstruction Submittals

When the submittal includes a document that is to be used in the project, or is to become part of the project record, other than as a submittal, do not apply the Contractor's approval stamp to the document itself, but to a separate sheet accompanying the document.

Provide data in the unit of measure used in the contract documents.

#### 1.5.2.2 Format for SD-02 Shop Drawings

Provide shop drawings not less than 8 1/2 by 11 inches nor more than 30 by 42 inches, except for full-size patterns or templates. Prepare drawings to accurate size, with scale indicated, unless another form is required. Ensure drawings are suitable for reproduction and of a quality to produce clear, distinct lines and letters, with dark lines on a white background.

- a. Include the nameplate data, size, and capacity on drawings. Also include applicable federal, military, industry, and technical society publication references.
- b. Dimension drawings, except diagrams and schematic drawings. Prepare drawings demonstrating interface with other trades to scale. Use the same unit of measure for shop drawings as indicated on the contract drawings. Identify materials and products for work shown.

Present shop drawings sized 8 1/2 by 11 inches as part of the bound volume for submittals. Present larger drawings in sets. Submit an electronic copy of drawings in PDF format.

##### 1.5.2.2.1 Drawing Identification

Include on each drawing the drawing title, number, date, and revision numbers and dates, in addition to information required in paragraph IDENTIFYING SUBMITTALS.

Number drawings in a logical sequence. Each drawing is to bear the number of the submittal in a uniform location next to the title block. Place the Government contract number in the margin, immediately below the title block, for each drawing.

Reserve a blank space, no smaller than three inches on the right-hand side of each sheet for the Government disposition stamp.

#### 1.5.2.3 Format of SD-03 Product Data

Present product data submittals for each section as a complete, bound volume. Include a table of contents, listing the page and catalog item numbers for product data.

Indicate, by prominent notation, each product that is being submitted; indicate the specification section number and paragraph number to which it pertains.

#### 1.5.2.3.1 Product Information

Supplement product data with material prepared for the project to satisfy the submittal requirements where product data does not exist. Identify this material as developed specifically for the project, with information and format as required for submission of SD-07 Certificates.

Provide product data in units used in the Contract documents. Where product data are included in preprinted catalogs with another unit, submit the dimensions in contract document units, on a separate sheet.

#### 1.5.2.3.2 Standards

Where equipment or materials are specified to conform to industry or technical-society reference standards of such organizations as the American National Standards Institute (ANSI), ASTM International (ASTM), National Electrical Manufacturer's Association (NEMA), Underwriters Laboratories (UL), or Association of Edison Illuminating Companies (AEIC), submit proof of such compliance. The label or listing by the specified organization will be acceptable evidence of compliance. In lieu of the label or listing, submit a certificate from an independent testing organization, competent to perform testing, and approved by the Contracting Officer. State on the certificate that the item has been tested in accordance with the specified organization's test methods and that the item complies with the specified organization's reference standard.

#### 1.5.2.3.3 Data Submission

Collect required data submittals for each specific material, product, unit of work, or system into a single submittal that is marked for choices, options, and portions applicable to the submittal. Mark each copy of the product data identically. Partial submittals will [not] be accepted for expedition of the construction effort.

Submit the manufacturer's instructions before installation.

#### 1.5.2.4 Format of SD-04 Samples

##### 1.5.2.4.1 Sample Characteristics

Furnish samples in the following sizes, unless otherwise specified or unless the manufacturer has prepackaged samples of approximately the same size as specified:

1.5.2.4.1.1 Sample of Equipment or Device: Full size.

1.5.2.4.1.2 Sample of Materials Less Than 2 by 3 inches: Built up to 8 1/2 by 11 inches.

1.5.2.4.1.3 Sample of Materials Exceeding 8 1/2 by 11 inches: Cut down to 8 1/2 by 11 inches and adequate to indicate color, texture, and material variations.

1.5.2.4.1.4 Sample of Linear Devices or Materials: Ten (10) inch length to be supplied, if less than ten (10) inches. Examples of linear devices or materials are conduit and handrails.

1.5.2.4.1.5 Sample Volume of Nonsolid Materials: Pint. Examples of nonsolid materials are sand and paint.

1.5.2.4.1.6 Color Selection Samples: 2 by 4 inches. Where samples are specified for selection of color, finish, pattern, or texture, submit the full set of available choices for the material or product specified. Sizes and quantities of samples are to represent their respective standard unit.

1.5.2.4.1.7 Sample Panel: 4 by 4 feet.

1.5.2.4.1.8 Sample Installation: One Hundred (100) square feet.

#### 1.5.2.4.2 Sample Incorporation

Reusable Samples: Incorporate returned samples into work only if so specified or indicated. Incorporated samples are to be in undamaged condition at the time of use.

Recording of Sample Installation: Note and preserve the notation of any area constituting a sample installation, but remove the notation at the final clean-up of the project.

#### 1.5.2.4.3 Comparison Sample

Samples Showing Range of Variation: Where variations in color, finish, pattern, or texture are unavoidable due to nature of the materials, submit sets of samples of not less than three units showing extremes and middle of range. Mark each unit to describe its relation to the range of the variation.

When color, texture, or pattern is specified by naming a particular manufacturer and style, include one sample of that manufacturer and style, for comparison.

#### 1.5.2.5 Format of SD-05 Design Data

Provide design data and certificates on 8 1/2 by 11 inch paper. Provide a bound volume for submittals containing numerous pages.

#### 1.5.2.6 Format of SD-06 Test Reports

Provide reports on 8 1/2 by 11 inch paper in a complete bound volume.

By prominent notation, indicate each report in the submittal. Indicate the specification number and paragraph number to which each report pertains.

#### 1.5.2.7 Format of SD-07 Certificates

Provide design data and certificates on 8 1/2 by 11 inch paper. Provide a bound volume for submittals containing numerous pages.

#### 1.5.2.8 Format of SD-08 Manufacturer's Instructions

Present manufacturer's instructions submittals for each section as a complete, bound volume. Include the manufacturer's name, trade name, place of manufacture, and catalog model or number on product data. Also include applicable federal, military, industry, and technical-society publication references. If supplemental information is needed to clarify the manufacturer's data, submit it as specified for SD-07 Certificates.

Submit the manufacturer's instructions before installation.

##### 1.5.2.8.1 Standards

Where equipment or materials are specified to conform to industry or technical-society reference standards of such organizations as the American National Standards Institute (ANSI), ASTM International (ASTM), National Electrical Manufacturer's Association (NEMA), Underwriters Laboratories (UL), or Association of Edison Illuminating Companies (AEIC), submit proof of such compliance. The label or listing by the specified organization will be acceptable evidence of compliance. In lieu of the label or listing, submit a certificate from an independent testing organization, competent to perform testing, and approved by the Contracting Officer. State on the certificate that the item has been tested in accordance with the specified organization's test methods and that the item complies with the specified organization's reference standard.

#### 1.5.2.9 Format of SD-09 Manufacturer's Field Reports

Provide reports on 8 1/2 by 11 inch paper in a complete bound volume.

By prominent notation, indicate each report in the submittal. Indicate the specification number and paragraph number to which each report pertains.

#### 1.5.2.10 Format of SD-11 Closeout Submittals

When the submittal includes a document that is to be used in the project or is to become part of the project record, other than as a submittal, do not apply the Contractor's approval stamp to the document itself, but to a separate sheet accompanying the document.

Provide data in the unit of measure used in the contract documents.

### 1.5.3 Source Drawings for Shop Drawings

#### 1.5.3.1 Source Drawings

The entire set of source drawing files will not be provided to the Contractor. Request the specific Drawing Number for the preparation of shop drawings. Only those drawings requested to prepare shop drawings will be provided. These drawings are provided only after award.

#### 1.5.3.2 Terms and Conditions

Data contained on these electronic files must not be used for any purpose other than as a convenience in the preparation of construction data for the referenced project. Any other use or reuse is at the sole risk of the Contractor and without liability or legal exposure to the Government. The Contractor must make no claim, and waives to the fullest extent permitted by law any claim or cause of action of any nature against the Government, its agents, or its subconsultants that may arise out of or in connection with the use of these electronic files. The Contractor must, to the fullest extent permitted by law, indemnify and hold the Government harmless against all damages, liabilities, or costs, including reasonable attorney's fees and defense costs, arising out of or resulting from the use of these electronic files.

These electronic source drawing files are not construction documents. Differences may exist between the source drawing files and the corresponding construction documents. The Government makes no representation regarding the accuracy or completeness of the electronic source drawing files, nor does it make representation to the compatibility of these files with the Contractor hardware or software. The Contractor is responsible for determining if any conflict exists. In the event that a conflict arises between the signed and sealed construction documents prepared by the Government and the furnished source drawing files, the signed and sealed construction documents govern. Use of these source drawing files does not relieve the Contractor of the duty to fully comply with the contract documents, including and without limitation the need to check, confirm and coordinate the work of all contractors for the project. If the Contractor uses, duplicates or modifies these electronic source drawing files for use in producing construction data related to this contract, remove all previous indication of ownership (seals, logos, signatures, initials and dates).

#### 1.5.4 Electronic File Format

Provide submittals in electronic format, with the exception of material samples required for SD-04 Samples items. Compile the submittal file as a single, complete document, to include the Transmittal Form described within. Name the electronic submittal file specifically according to its contents, and coordinate the file naming convention with the Contracting Officer. Electronic files must be of sufficient quality that all information is legible. Use PDF as the electronic format, unless otherwise specified or directed by the Contracting Officer. Generate PDF files from original documents with bookmarks so that the text included in the PDF file is searchable and can be copied. If documents are scanned, optical character resolution (OCR) routines are required. Index and bookmark files exceeding

thirty (30) pages to allow efficient navigation of the file. When required, the electronic file must include a valid electronic signature or a scan of a signature.

## 1.6 QUANTITY OF SUBMITTALS

### 1.6.1 Number of SD-01 Preconstruction Submittal Copies

Unless otherwise specified, submit two sets of administrative submittals.

### 1.6.2 Number of SD-02 Shop Drawing Copies

Submit three copies of shop drawings requiring review and approval by the Contracting Officer.

### 1.6.3 Number of SD-03 Product Data Copies

Submit in compliance with quantity requirements specified for shop drawings.

### 1.6.4 Number of SD-04 Samples

Submit two samples showing the range of variation, of each required item. One approved sample or set of samples will be retained by the approving authority and one will be returned to the Contractor.

### 1.6.5 Number of SD-05 Design Data Copies (N/A)

Submit in compliance with quantity requirements specified for shop drawings.

### 1.6.6 Number of SD-06 Test Report Copies

Submit in compliance with quantity and quality requirements specified for shop drawings, other than field test results that will be submitted with QC reports.

### 1.6.7 Number of SD-07 Certificate Copies

Submit in compliance with quantity requirements specified for shop drawings.

### 1.6.8 Number of SD-08 Manufacturer's Instructions Copies

Submit in compliance with quantity requirements specified for shop drawings.

### 1.6.9 Number of SD-09 Manufacturer's Field Report Copies

Submit in compliance with quantity and quality requirements specified for shop drawings other than field test results that will be submitted with QC reports.



1.6.10 Number of SD-10 Operation and Maintenance Data Copies (N/A)

Submit three (3) copies of O&M data to the Contracting Officer for review and approval.

1.6.11 Number of SD-11 Closeout Submittals Copies

Unless otherwise specified, submit three sets of administrative submittals.

1.7 INFORMATION ONLY SUBMITTALS

Submittals without a "G" designation must be certified by the QC manager and submitted to the Contracting Officer for information only. Approval of the Contracting Officer is not required on information only submittals. The Contracting Officer will mark "Acknowledge Receipt" on submittals for information and will return only the transmittal cover sheet to the Contractor. Normally, submittals for information only will not be returned. However, the Government reserves the right to return unsatisfactory submittals and require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

1.8 PROJECT SUBMITTAL REGISTER AND DATABASE

1.8.1 Submittal Management

Prepare and maintain a submittal register as the work progresses.

1.8.2 Action Codes

1.8.2.1 Government Review Action Codes

- "NE" - "No Exceptions"
- "EAN" - "Exceptions as Noted"
- "RR" - "Rejected - Resubmit"
- "AR" - "Acknowledge Receipt"
- "AC" - "See Attached Comments"

1.8.2.2 Review is only for general conformance with the project design concept and general conformance with the contract documents.

## 1.9 SCHEDULING

Schedule and submit concurrently product data and shop drawings covering component items forming a system or items that are interrelated. Submit pertinent certifications at the same time. No delay damages or time extensions will be allowed for time lost in late submittals.

1.9.1 Coordinate scheduling, sequencing, preparing, and processing of submittals with performance of work so that work will not be delayed by submittal processing. The Contractor is responsible for additional time required for Government reviews resulting from required resubmittals. The review period for each resubmittal is the same as for the initial submittal.

1.9.2 Submittals required by the contract documents are listed on the submittal register. If a submittal is listed in the submittal register but does not pertain to the contract work, the Contractor is to include the submittal in the register and annotate it "N/A" with a brief explanation. Approval by the Contracting Officer does not relieve the Contractor of supplying submittals required by the contract documents but that have been omitted from the register or marked "N/A."

1.9.3 Resubmit the submittal register and annotate it monthly with actual submission and approval dates. When all items on the register have been fully approved, no further resubmittal is required.

Contracting Officer review will be completed within fifteen (15) calendar working days after the date of submission.

At the Preconstruction conference, provide the following schedule of submittals for approval by the Contracting Officer:

- a. A schedule of shop drawings and technical submittals required by the specifications and drawings. Indicate the specification or drawing reference requiring the submittal; the material, item, or process for which the submittal is required; the "SD" number and identifying title of the submittal; the anticipated submission date, and the approval need date.
- b. A separate schedule of other submittals required under the contract but not listed in the specifications or drawings. Indicate the contract requirement reference, the type or title of the submittal, the anticipated submission date, and the approval need date (if approval is required).

## 1.10 GOVERNMENT APPROVING AUTHORITY

When the approving authority is the Contracting Officer, the Government will:

- a. Note the date on which the submittal was received from the QC manager.
- b. Review submittals within the scheduling period specified and only for conformance with project design concepts and compliance with contract documents.
- c. Identify returned submittals with one of the actions defined in paragraph REVIEW NOTATIONS and with comments and markings appropriate for the action indicated.

Upon completion of review of submittals requiring Government review, stamp and date submittals. Two copies of the submittal will be retained by the Contracting Officer and one (1) copy of the submittal will be returned to the Contractor. If the Government performs a conformance review of other Designer of Record approved submittals, the submittals will be identified and returned, as described above.

#### 1.11 DISAPPROVED SUBMITTALS

Make corrections required by the Contracting Officer. If the Contractor considers any correction or notation on the returned submittals to constitute a change to the contract drawings or specifications, give notice to the Contracting Officer as required under the FAR clause titled CHANGES. The Contractor is responsible for the dimensions and design of connection details and the construction of work. Failure to point out variations may cause the Government to require rejection and removal of such work at the Contractor's expense.

If changes are necessary to submittals, make such revisions and resubmit in accordance with the procedures above. No item of work requiring a submittal change is to be accomplished until the changed submittals are approved.

#### 1.12 APPROVED SUBMITTALS

The Contracting Officer's approval of submittals is not to be construed as a complete check, and indicates only that the general method of construction, materials, detailing, and other information are satisfactory. The design, general method of construction, materials, detailing, and other information appear to meet the Solicitation and Accepted Proposal.

Approval or acceptance by the Government for a submittal does not relieve the Contractor of the responsibility for meeting the contract requirements or for any error that may exist, because under the Quality Control (QC) requirements of this contract, the Contractor is responsible for ensuring information contained within each submittal accurately conforms with the requirements of the contract documents.

After submittals have been approved or accepted by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

#### 1.13 APPROVED SAMPLES

Approval of a sample is only for the characteristics or use named in such approval and is not be construed to change or modify any contract requirements. Before submitting samples, provide assurance that the materials or equipment will be available in quantities required in the project. No change or substitution will be permitted after a sample has been approved.

Match the approved samples for materials and equipment incorporated in the work. If requested, approved samples, including those that may be damaged in testing, will be returned to the Contractor, at its expense, upon completion of the contract. Unapproved samples will also be returned to the Contractor at its expense, if so requested.

Failure of any materials to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further samples of the same brand or make as that material. The Government reserves the right to disapprove any material or equipment that has previously proved unsatisfactory in service.

Samples of various materials or equipment delivered on the site or in place may be taken by the Contracting Officer for testing. Samples failing to meet contract requirements will automatically void previous approvals. Replace such materials or equipment to meet contract requirements.

1.14 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained. No payment for materials incorporated in the work will be made unless all required DOR approvals or required Government approvals have been obtained. No payment will be made for any materials incorporated into the work for any conformance review submittals or information-only submittals found to contain errors or deviations from the Solicitation or Accepted Proposal.

1.15 STAMPS

CONTRACTOR  (Firm Name)
_____ Approved
_____ Approved with corrections as noted on submittal data and/or attached sheet (s)
SIGNATURE: _____
TITLE: _____
DATE: _____

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

-- End of Section --

SECTION TABLE OF CONTENTS

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01 45 00.10 20

QUALITY CONTROL FOR MINOR CONSTRUCTION

02/10 (Change 1 - 08/17)

PART 1 GENERAL

1.1 REFERENCES

1.2 SUBMITTALS

1.3 QC PROGRAM REQUIREMENTS

1.3.1 Preliminary Work Authorized Prior to Acceptance

1.3.2 Acceptance

1.3.3 Notification of Changes

1.4 QC ORGANIZATION

1.4.1 QC Manager

1.4.1.1 Duties

1.4.1.2 Qualifications

1.4.1.3 Construction Quality Management Training

1.4.2 Alternate QC Manager Duties and Qualifications

1.5 QC PLAN

1.5.1 Requirements

1.6 COORDINATION MEETING

1.7 QC MEETINGS

1.8 THREE PHASES OF CONTROL

1.8.1 Preparatory Phase

1.8.2 Initial Phase

1.8.3 Follow-Up Phase

1.8.4 Additional Preparatory and Initial Phases

1.8.5 Notification of Three Phases of Control for Off-Site Work

1.9 SUBMITTAL REVIEW AND APPROVAL

1.10 TESTING

1.10.1 Accreditation Requirements

1.10.2 Laboratory Accreditation Authorities

1.10.3 Capability Check

1.10.4 Test Results

1.11 QC CERTIFICATIONS

1.11.1 Contractor Quality Control Report Certification

1.11.2 Invoice Certification

1.11.3 Completion Certification

- 1.12 COMPLETION INSPECTIONS
  - 1.12.1 Punch-Out Inspection
  - 1.12.2 Pre-Final Inspection
  - 1.12.3 Final Acceptance Inspection
- 1.13 DOCUMENTATION
  - 1.13.1 Quality Control Validation
  - 1.13.2 As-Built Drawings
- 1.14 NOTIFICATION ON NON-COMPLIANCE

PART 2 PRODUCTS

PART 3 EXECUTION

-- End of Section Table of Contents --

SECTION 01 45 00.10 20

QUALITY CONTROL FOR MINOR CONSTRUCTION

02/10 (Change 1 - 08/17)

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (2014) Safety and Health Requirements Manual

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only.

SD-01 Preconstruction Submittals QC Plan; G,

Submit a QC plan within 15 calendar days after receipt of Notice of Award.

Submit samples, specific gravity, quarry information and density information on the Derrick Granite Stone prior to purchasing of the material.

1.3 QC PROGRAM REQUIREMENTS

Establish and maintain a QC program as described in this section. The QC program consists of a QC Manager, a QC plan, a Coordination Meeting, QC meetings, three phases of control, submittal review and approval, testing, and QC certifications and documentation necessary to provide materials, equipment, workmanship, fabrication, construction and operations which comply with the requirements of this contract. The QC program shall cover on-site and off-site work and shall be keyed to the work sequence. No work or testing may be performed unless the QC Manager is on the work site.

1.3.1 Preliminary Work Authorized Prior to Acceptance

The only work that is authorized to proceed prior to the acceptance of the QC plan is mobilization of storage and office trailers, temporary utilities, and surveying.

1.3.2 Acceptance

Acceptance of the QC plan is required prior to the start of construction. The Contracting Officer reserves the right to require changes in the QC plan and operations as necessary, including removal of personnel, to

ensure the specified quality of work. The Contracting Officer reserves the right to interview any member of the QC organization at any time in order to verify the submitted qualifications.

#### 1.3.3 Notification of Changes

Notify the Contracting Officer, in writing, of any proposed change, including changes in the QC organization personnel, a minimum of seven (7) calendar days prior to a proposed change. Proposed changes shall be subject to the acceptance by the Contracting Officer.

### 1.4 QC ORGANIZATION

#### 1.4.1 QC Manager

##### 1.4.1.1 Duties

Provide a QC Manager at the work site to implement and manage the QC program. In addition to implementing and managing the QC program, the QC Manager may perform the duties of project superintendent. The QC Manager is required to attend the Coordination Meeting, conduct the QC meetings, perform the three (3) phases of control, perform submittal review and approval, ensure testing is performed and provide QC certifications and documentation required in this contract. The QC Manager is responsible for managing and coordinating the three phases of control and documentation performed by others.

##### 1.4.1.2 Qualifications

An individual with a minimum of five (5) years combined experience as a superintendent, inspector, QC Manager, project manager, or construction manager on similar size and type construction contracts which included the major trades that are part of this contract. The individual must be familiar with the requirements of the EM 385-1-1 and have experience in the areas of hazard identification and safety compliance.

##### 1.4.1.3 Construction Quality Management Training

In addition to the above experience and education requirements, the QC Manager shall have completed the course Construction Quality Management for Contractors and will have a current certificate.

#### 1.4.2 Alternate QC Manager Duties and Qualifications

Designate an alternate for the QC Manager to serve in the event of the designated QC Manager's absence. The period of absence may not exceed two (2) weeks at one time, and not more than thirty (30) workdays during a calendar year. The qualification requirements for the Alternate QC Manager shall be the same as for the QC Manager.

### 1.5. QC PLAN

#### 1.5.1. Requirements



Provide, for acceptance by the CONTRACTING OFFICER, a QC plan submitted in a three-ring binder that covers both on-site and off-site work and includes the following with a table of contents listing the major sections identified with tabs.

- 1.5.1.1 QC ORGANIZATION: A chart showing the QC organizational structure and its relationship to the production side of the organization.
- 1.5.1.2. NAMES AND QUALIFICATIONS: In resume format, for each person in the QC organization. Include the CQM for Contractors course certification required by the paragraph entitled "Construction Quality Management Training".
- 1.5.1.3. DUTIES, RESPONSIBILITY AND AUTHORITY OF QC PERSONAL: Of each person in the QC organization.
- 1.5.1.4. OUTSIDE ORGANIZATIONS: A listing of outside organizations such as architectural and consulting engineering firms that will be employed by the Contractor and a description of the services these firms will provide.
- 1.5.1.5. APPOINTMENT LETTERS: Letters signed by an officer of the firm appointing the QC Manager and Alternate QC Manager and stating that they are responsible for managing and implementing the QC program as described in this contract. Include in this letter the QC Manager's authority to direct the removal and replacement of non-conforming work.
- 1.5.1.6. SUBMITTAL PROCEDURES AND INITIAL SUBMITTAL REGISTER: Procedures for reviewing, approving and managing submittals. Provide the name(s) of the person(s) in the QC organization authorized to review and certify submittals prior to approval.
- 1.5.1.7. TESTING LABORATORY INFORMATION: Testing laboratory information required by the paragraphs "Accredited Laboratories" or "Testing Laboratory Requirements", as applicable.
- 1.5.1.8. TESTING PLAN AND LOG: A Testing Plan and Log that includes the tests required, referenced by the specification paragraph number requiring the test, the frequency, and the person responsible for each test.
- 1.5.1.9. PROCEDURES TO COMPLETE REWORK ITEMS: Procedures to identify, record, track and complete rework items.
- 1.5.1.10. DOCUMENTATION PROCEDURES: Use formats acceptable to the CONTRACTING OFFICER.
- 1.5.1.11. LIST OF DEFINABLE FEATURES: A Definable Feature of Work (DFOW) is a task, which is separate and distinct from other tasks, has the same control requirements and work crews. The list shall be cross-referenced to the Contractor's Construction Schedule and the specification sections. For projects requiring a Progress Chart, the list of definable features of work shall

include but not be limited to all items of work on the schedule. For projects requiring a Network Analysis Schedule, the list of definable features of work shall include but not be limited to all critical path activities.

1.5.1.12. PROCEDURES FOR PERFORMING THREE PHASES OF CONTROL: For each DFOW provide Preparatory and Initial Phase Checklists. Each list shall include a breakdown of quality checks that will be used when performing the quality control functions, inspections, and tests required by the contract documents. The preparatory and initial phases shall be conducted with a view towards obtaining quality construction by planning ahead and identifying potential problems.

1.5.1.13. PERSONNEL MATRIX: Not Applicable.

1.5.1.14. PROCEDURES FOR COMPLETION INSPECTION: See the paragraph entitled "COMPLETION INSPECTIONS".

1.5.1.15. TRAINING PROCEDURES AND TRAINING LOG: Not Applicable.

#### 1.6. COORDINATION MEETING

During the Pre-Construction conference and prior to the start of construction, discuss the QC program required by this contract. The purpose of this meeting is to develop a mutual understanding of the QC details, including documentation, administration for on-site and off-site work, and the coordination of the Contractor's management, production and the QC personnel. At the meeting, the Contractor will be required to explain how three phases of control will be implemented for each DFOW. Contractor's personnel required to attend shall include the QC Manager, project manager, and superintendent. Minutes of the meeting will be prepared by the QC Manager and signed by both the Contractor and the Contracting Officer. The Contractor shall provide a copy of the signed minutes to all attendees. Repeat the coordination and mutual understanding meeting when a new QC Manager is appointed.

#### 1.7. QC MEETINGS

After the start of construction, the QC Manager shall conduct QC meetings once (1) every two (2) weeks at the work site with the superintendent and the foreman responsible for the ongoing and upcoming work. The QC Manager shall prepare the minutes of the meeting and provide a copy to the CONTRACTING OFFICER within two (2) working days after the meeting. As a minimum, the following shall be accomplished at each meeting:

- a. Review the minutes of the previous meeting;
- b. Review the schedule and the status of work and rework;
- c. Review the status of submittals;
- d. Review the work to be accomplished in the next two (2) weeks and documentation required;

- e. Resolve QC and production problems (RFIs, etc.);
- f. Address items that may require revising the QC plan; and
- g. Review Accident Prevention Plan (APP).

#### 1.8. THREE PHASES OF CONTROL

The three phases of control shall adequately cover both on-site and off-site work and shall include the following for each DFOW.

##### 1.8.1. Preparatory Phase

Notify the Contracting Officer at least two work days in advance of each preparatory phase. Conduct the preparatory phase with the superintendent and the foreman responsible for the definable feature of work. Document the results of the preparatory phase actions in the daily CQC Report and in the QC checklist. Perform the following prior to beginning work on each definable feature of work:

- a. Review each paragraph of the applicable specification sections;
- b. Review the contract drawings;
- c. Verify that appropriate shop drawings and submittals for materials and equipment have been submitted and approved. Verify receipt of approved factory test results, when required;
- d. Review the testing plan and ensure that provisions have been made to provide the required QC testing;
- e. Examine the work area to ensure that the required preliminary work has been completed;
- f. Examine the required materials, equipment and sample work to ensure that they are on hand and conform to the approved shop drawings and submitted data;
- g. Review the APP and appropriate Activity Hazard Analysis (AHA) to ensure that applicable safety requirements are met, and that required Safety Data Sheets (SDS) are submitted; and
- h. Discuss specific controls used and the construction methods and the approach that will be used to provide quality construction by planning ahead and identifying potential problems for each DFOW.

##### 1.8.2. Initial Phase

Notify the Contracting Officer at least two work days in advance of each initial phase. When construction crews are ready to start work on a DFOW, conduct the Initial Phase with the foreman responsible for that DFOW. Observe the initial segment of the work to ensure that it complies with contract requirements. Document the results of the Initial Phase in the daily CQC Report and in the QC checklist. Perform the following for each

DFOW:

- a. Establish the quality of workmanship required;
- b. Resolve conflicts;
- c. Ensure that testing is performed by the approved laboratory; and
- d. Check work procedures for compliance with the APP and the appropriate AHA to ensure that applicable safety requirements are met.

#### 1.8.3. Follow-Up Phase

Perform the following for on-going work daily, or more frequently as necessary, until the completion of each DFOW and document in the daily CQC Report and in the QC checklist:

- a. Ensure the work is in compliance with contract requirements;
- b. Maintain the quality of workmanship required;
- c. Ensure that testing is performed by the approved laboratory;
- d. Ensure that rework items are being corrected; and
- e. Assure manufacturers' representatives have performed necessary inspections, if required.

#### 1.8.4. Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same DFOW if the quality of on-going work is unacceptable, if there are changes in the applicable QC organization, if there are changes in the on-site production supervision or work crew, if work on a DFOW is resumed after substantial period of inactivity, or if other problems develop.

#### 1.8.5. Notification of Three Phases of Control for Off-Site Work

Notify the Contracting Officer at least two weeks prior to the start of the preparatory and initial phases.

### 1.9 SUBMITTAL REVIEW AND APPROVAL

Procedures for submission, review, and approval of submittals are described in the submittal section of the specification.

### 1.10 TESTING

Except as stated otherwise in the specification sections, perform sampling and testing required under this contract.

#### 1.10.1 Accreditation Requirements

Construction materials testing laboratories must be accredited by a laboratory accreditation authority and will be required to submit a copy of the Certificate of Accreditation and Scope of Accreditation. The laboratory's scope of accreditation must include the appropriate ASTM

standards. Laboratories engaged in Hazardous Materials Testing shall meet the requirements of OSHA and EPA. The policy applies to the specific laboratory performing the actual testing, not just the "Corporate Office."

#### 1.10.2 Laboratory Accreditation Authorities

Laboratory Accreditation Authorities include the National Voluntary Laboratory Accreditation Program (NVLAP) administered by the National Institute of Standards and Technology, the American Association of State Highway and Transportation Officials (AASHTO), International Accreditation Services, Inc. (IAS), U. S. Army Corps of Engineers Materials Testing Center (MTC, and the American Association for Laboratory Accreditation (A2LA).

#### 1.10.3 Capability Check

The Contracting Officer retains the right to check laboratory equipment in the proposed laboratory and the laboratory technician's testing procedures, techniques, and other items pertinent to testing, for compliance with the standards set forth in this contract.

#### 1.10.4 Test Results

Cite applicable Contract requirements, tests or analytical procedures used. Provide actual results and include a statement that the item tested or analyzed conforms or fails to conform to specified requirements. If the item fails to conform, notify the Contracting Officer immediately. Conspicuously stamp the cover sheet for each report in large red letters "CONFORMS" or "DOES NOT CONFORM" to the specification requirements, whichever is applicable. Test results shall be signed by a testing laboratory representative authorized to sign certified test reports. Furnish the signed reports, certifications, and other documentation to the Contracting Officer.

### 1.11 QC CERTIFICATIONS

#### 1.11.1 Contractor Quality Control Report Certification

Each CQC Report shall contain the following statement: "On behalf of the Contractor, I certify that this report is complete and correct and equipment and material used and work performed during this reporting period is in compliance with the contract drawings and specifications to the best of my knowledge except as noted in this report."

#### 1.11.2 Invoice Certification

Furnish a certificate to the CONTRACTING OFFICER with each payment request, signed by the QC Manager, attesting that as-built drawings are current and attesting that the work for which payment is requested, including stored material, is in compliance with contract requirements.

#### 1.11.3 Completion Certification

Upon completion of work under this contract, the QC Manager shall furnish a certificate to the CONTRACTING OFFICER attesting that "the work has been completed, inspected, tested and is in compliance with the contract."

### 1.12 COMPLETION INSPECTIONS

#### 1.12.1 Punch-Out Inspection

Near the completion of all work or any increment thereof established by a completion time stated in the Contract clause "Commencement, Prosecution, and Completion of Work," or stated elsewhere in the specifications, the QC Manager shall conduct an inspection of the work and develop a punch list of items which do not conform to the approved drawings and specifications. Include in the punch list any remaining items of the "Rework Items List", which were not corrected prior to the Punch-Out inspection. The punch list shall include the estimated date by which the deficiencies will be corrected. A copy of the punch list shall be provided to the Contracting Officer. The QC Manager or staff shall make follow-on inspections to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government "Pre-Final Inspection".

#### 1.12.2 Pre-Final Inspection

The Government and QC manager will perform this inspection to verify that the facility is complete and ready to be occupied. A Government pre-final punch list may be developed as a result of this inspection. The QC Manager shall ensure that all items on this list are corrected prior to notifying the Government that a "Final" inspection with the customer can be scheduled. Any items noted on the "Pre-Final" inspection shall be corrected in a timely manner and shall be accomplished before the contract completion date for the work or any particular increment thereof if the project is divided into increments by separate completion dates.

#### 1.12.3 Final Acceptance Inspection

The QC Manager, the superintendent, or other Contractor management personnel and the Contracting Officer will be in attendance at this inspection. Additional Government personnel may be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the "Pre-Final Inspection". Notice shall be given to the Contracting Officer at least fourteen (14) days prior to the final inspection. The notice shall state that all specific items previously identified to the Contractor as being unacceptable will be complete by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause "Inspection of Construction".

### 1.13 DOCUMENTATION

Maintain current and complete records of on-site and off-site QC program operations and activities. Reports are required for each day work is performed. Account for each calendar day throughout the life of the contract. The superintendent and the QC Manager must prepare and sign the CQC Reports. The reporting of work shall be identified by terminology consistent with the construction schedule. The report will contain pertinent information including directions received, problems encountered during construction, work progress and delays, conflicts or errors in the drawings or specifications, field changes, safety hazards encountered, instructions given and corrective actions taken, delays encountered and a record of visitors to the work site. For each remark given, identify the Schedule Activity No. that is associated with the

remark.

#### 1.13.1 Quality Control Validation

Establish and maintain the following in a series of three ring binders. Binders shall be divided and tabbed as shown below. These binders shall be readily available to the Government's Quality Assurance Team during all business hours.

- All completed Preparatory and Initial Phase Checklists, arranged by specification section.
- All milestone inspections arranged by Activity/Event Number.
- A current up-to-date copy of the Testing and Plan Log with supporting field test reports, arranged by specification section.
- Copies of all contract modifications, arranged in numerical order. Also include documentation that modified work was accomplished.
- A current up-to-date copy of the Rework Items List.
- Maintain up-to-date copies of all punch lists issued by the QC Staff on the Contractor and Sub-Contractors and all punch lists issued by the Government.

#### 1.13.2 As-Built Drawings

The QC Manager is required to review the as-built drawings, required by Section 01 78 00 CLOSEOUT SUBMITTALS, are kept current on a daily basis and marked to show deviations, which have been made from the Contract drawings. Ensure each deviation has been identified with the appropriate modifying documentation, e.g. PC number, modification number, RFI number, etc. The QC Manager shall initial each deviation or revision. Upon completion of work, the QC Manager shall submit a certificate attesting to the accuracy of the as-built drawings prior to submission to the CONTRACTING OFFICER.

#### 1.14 NOTIFICATION ON NON-COMPLIANCE

The Contracting Officer will notify the Contractor of any detected non-compliance with the foregoing requirements. The Contractor shall take immediate corrective action. If the contractor fails or refuses to correct the non-compliant work, the Contracting Officer will issue a non-compliance notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the CONTRACTING OFFICER may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall make no part of the time lost due to such stop orders the subject of claim for extension of time, for excess costs, or damages.

#### PART 2 PRODUCTS

Not Used

#### PART 3 EXECUTION

Not Used

-- End of Section --



SECTION TABLE OF CONTENTS

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01 50 00

TEMPORARY CONSTRUCTION FACILITIES AND CONTROLS

05/18 (Change 2 - 08/19)

PART 1 GENERAL

- 1.1 REFERENCES
- 1.2 SUBMITTALS
- 1.3 CONSTRUCTION SITE PLAN
- 1.4 DOD CONDITION OF READINESS (COR)

PART 2 PRODUCTS

- 2.1 TEMPORARY SIGNAGE
  - 2.1.1 Bulletin Board
  - 2.1.2 Project Identification Signs
  - 2.1.3 Warning Signs
- 2.2 TEMPORARY TRAFFIC CONTROL
  - 2.2.1 Haul Roads
  - 2.2.2 Barricades
- 2.3 FENCING
  - 2.3.1 Polyethylene Mesh Safety Fencing
  - 2.3.2 Chain Link Panel Fencing

PART 3 EXECUTION

- 3.1 EMPLOYEE PARKING
- 3.2 AVAILABILITY AND USE OF UTILITY SERVICES
  - 3.2.1 Temporary Utilities
  - 3.2.2 Water
  - 3.2.3 Sanitation
  - 3.2.4 Telephone
  - 3.2.5 Obstruction Lighting of Cranes
  - 3.2.6 Fire Protection
- 3.3 TRAFFIC PROVISIONS
  - 3.3.1 Maintenance of Traffic and Protection of Traffic
  - 3.3.2 Rush Hour Restrictions
  - 3.3.3 Dust Control



3.4 CONTRACTOR'S TEMPORARY FACILITIES

3.4.1 Administrative Field Offices

3.4.2 Safety Systems

3.4.3 Storage Area

3.4.4 Appearance of Trailers

3.4.5 Maintenance of Storage Area

3.4.6 Security Provisions

3.4.7 Weather Protection of Temporary Facilities and Stored  
Materials

3.4.7.1 Building and Site Storm Protection

3.5 TEMPORARY PROJECT SAFETY FENCING

3.6 CLEANUP

3.7 RESTORATION OF STORAGE AREA

-- End of Section Table of Contents --

SECTION 01 50 00

TEMPORARY CONSTRUCTION FACILITIES AND CONTROLS

05/18 (Change 2 - 08/19)

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

U.S. ARMY CORPS OF ENGINEERS (USACE)

(2014) Safety and Health Requirements Manual EM  
385-1-1

U.S. FEDERAL HIGHWAY ADMINISTRATION (FHWA)

(2019) Manual on Uniform Traffic Control Devices  
(MUTCD)

Texas Department of Transportation (TxDOT)

(2011) TxDOT Manual on Uniform Traffic Control  
Devices (TMUTCD)

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only.

SD-01 Preconstruction Submittals

Construction Site Plan; G

Traffic Control Plan; G

Haul Road Plan; G

1.3 CONSTRUCTION SITE PLAN

Prior to the start of work, submit a site plan showing the locations and dimensions of temporary facilities (including layouts and details, equipment and material storage area (onsite and offsite), and access and haul routes, avenues of ingress/egress to the fenced area and details of the fence installation. Identify any areas which may have to be graveled to prevent the tracking of mud. Indicate if the use of a supplemental or other staging area is desired. Show locations of safety and construction fences, site trailers, construction entrances, trash dumpsters, temporary sanitary facilities, and worker parking areas.

#### 1.4 DOD CONDITION OF READINESS (COR)

Monitor weather conditions and take appropriate actions according to the approved Emergency Plan in the accepted Accident Prevention Plan, EM 385-1-1 Section 01 Emergency Planning and the instructions below.

Unless otherwise directed by the Contracting Officer, comply with:

Condition FOUR (Sustained winds of fifty (50) knots or greater expected within seventy-two (72) hours): Normal daily jobsite cleanup and good housekeeping practices. Collect and store in piles or containers scrap lumber, waste material, and rubbish for removal and disposal at the close of each work day. Maintain the construction site including storage areas, free of accumulation of debris. Stack form lumber in neat piles less than four (4) feet high. Remove all debris, trash, or objects that could become missile hazards.

Condition THREE (Sustained winds of fifty (50) knots or greater expected within forty-eight (48) hours): Maintain "Condition FOUR" requirements and commence securing operations necessary for "Condition ONE" which cannot be completed within eighteen (18) hours. Cease all routine activities which might interfere with securing operations. Commence securing and stow all gear and portable equipment. Make preparations for securing buildings. Review requirements pertaining to "Condition TWO" and continue action as necessary to attain "Condition THREE" readiness.

Condition TWO (Sustained winds of fifty (50) knots or greater expected within twenty-four (24) hours): Curtail or cease routine activities until securing operation is complete. Reinforce or remove form work and scaffolding. Secure machinery, tools, equipment, materials, or remove from the jobsite. Expend every effort to clear all missile hazards and loose equipment from general base areas.

Condition ONE (Sustained winds of fifty (50) knots or greater expected within twelve (12) hours): Secure the jobsite, and leave premises.

## PART 2 PRODUCTS

### 2.1 TEMPORARY SIGNAGE

#### 2.1.1 Bulletin Board

Within fifteen (15) days of mobilization on site and prior to the commencement of work activities, provide a clear weatherproof covered bulletin board not less than 36 by 48 inches in size for displaying the Equal Employment Opportunity poster, a copy of the wage decision contained in the contract, Wage Rate Information poster, Safety and Health Information as required by EM 385-1-1 Section 01 and other information approved by the Contracting Officer.

#### 2.1.2 Project Identification Signs

The requirements for the signs, their content, and location are as indicated. Erect signs within fifteen (15) days after receipt of the

notice to proceed. Correct the data required by the safety sign daily, with light colored metallic or non-metallic numerals.

### 2.1.3 Warning Signs

Post temporary signs, to give workers and the public adequate warning and caution of construction hazards according to the EM 385-1-1 Section 04. Attach signs to the perimeter fencing every 150 feet warning the public of the presence of construction hazards. Signs must require unauthorized persons to keep out of the construction site. Correct the data required by safety signs daily.

## 2.2 TEMPORARY TRAFFIC CONTROL

### 2.2.1 Haul Roads

Construct access and haul roads necessary for proper prosecution of the work under this contract in accordance with EM 385-1-1 Section 04. Construct with suitable grades and widths; sharp curves, blind corners, and dangerous cross traffic are to be avoided. Submit haul road plan for approval. Provide necessary lighting, signs, barricades, and distinctive markings for the safe movement of traffic. The method of dust control, although optional, must be adequate to ensure safe operation at all times. Location, grade, width, and alignment of construction and hauling roads are subject to approval by the Contracting Officer. Lighting must be adequate to assure full and clear visibility for full width of haul road and work areas during any night work operations.

### 2.2.2 Barricades

Comply with Specification Item 502 Barricades, Signs, and Traffic Handling.

## 2.3 FENCING

Provide fencing along the construction site to control access by unauthorized personnel. Safety fencing must be highly visible to be seen by pedestrians and vehicular traffic. Specific fencing requirements are as described herein. All fencing will meet the requirements of EM 385-1-1.

### 2.3.1 Polyethylene Mesh Safety Fencing

Temporary safety fencing must be a high visibility orange colored, high density polyethylene grid, a minimum of forty-eight (48) inches high and maximum mesh size of two (2) inches. Fencing must extend from the grade to a minimum of forty-eight (48) inches above the grade and be tightly secured to T-posts spaced as necessary to maintain a rigid and taut fence. Fencing must remain rigid and taut with a minimum of 200 pounds of force exerted on it from any direction with less than four (4) inches of deflection.

### 2.3.2 Chain Link Panel Fencing

Temporary panel fencing must be galvanized steel chain link panels six (6) feet high. Multiple fencing panels may be linked together at the

bases to form long spans as needed. Each panel base must be weighted down using sand bags or other suitable materials in order for the fencing to withstand anticipated winds while remaining upright. Fencing must remain rigid and taut with a minimum of 200 pounds of force exerted on it from any direction with less than four (4) inches of deflection.

## PART 3 EXECUTION

### 3.1 EMPLOYEE PARKING

Construction contract employees will park privately owned vehicles in an area designated by the Contractor and approved by the Contracting Officer. This area will be within reasonable walking distance of the construction site. Employee parking must not interfere with existing and established parking requirements of local facilities.

### 3.2 AVAILABILITY AND USE OF UTILITY SERVICES

#### 3.2.1 Temporary Utilities

Provide temporary utilities required for construction. Materials may be new or used, must be adequate for the required usage, not create unsafe conditions, and not violate applicable codes and standards.

#### 3.2.2 Water

Make connections to existing facilities to provide water for construction purposes.

#### 3.2.3 Sanitation

Provide and maintain within the construction area minimum field-type sanitary facilities approved by the Contracting Officer and periodically empty wastes into a municipal, district, or station sanitary sewage system, or remove waste to a commercial facility. Obtain approval from the system owner prior to discharge into any municipal, district, or commercial sanitary sewer system. Any penalties or fines associated with improper discharge will be the responsibility of the Contractor. Maintain these conveniences at all times. Include provisions for pest control and elimination of odors.

#### 3.2.4 Telephone

Make arrangements and pay all costs for telephone facilities desired.

#### 3.2.5 Obstruction Lighting of Cranes

Provide a minimum of two (2) aviation red or high intensity white obstruction lights on temporary structures (including cranes) over 35 feet above ground level. Lights must be operational during periods of reduced visibility, darkness, and as directed by the Contracting Officer.

#### 3.2.6 Fire Protection

Provide temporary fire protection equipment for the protection of

personnel and property during construction. Remove debris and flammable materials daily to minimize potential hazards.

### 3.3 TRAFFIC PROVISIONS

#### 3.3.1 Maintenance and Protection of Traffic

Comply with Specifications Item 502 Barricades, Signs, and Traffic Handling, Item 508 Construct Detours, and Item 662 Work Zone Pavement Markings.

#### 3.3.2 Rush Hour Restrictions

Do not interfere with the peak traffic flows preceding and during normal operations without notification to and approval by the Contracting Officer.

#### 3.3.3 Dust Control

Dust control methods and procedures must be approved by the Contracting Officer. Coordinate dust control methods with 01 57 19 TEMPORARY ENVIRONMENTAL CONTROLS.

### 3.4 CONTRACTOR'S TEMPORARY FACILITIES

#### 3.4.1 Administrative Field Office

Provide on the jobsite an office with approximately 200 square feet of useful floor area for the use of the Project Superintendent and the QC Manager. Provide a weather-tight structure with adequate heating and cooling, toilet facilities, lighting, ventilation, a 4 by 8 foot plan table, two standard size office desks and chairs, computer stations, and working communications facilities. Provide a door with a cylinder lock and windows with locking hardware. Make utility connections. Locate as directed. File quality control records in the office and make available at all times to the Government. After completion of the work, remove the entire structure from the site.

#### 3.4.2 Safety Systems

Protect the integrity of any installed safety systems or personnel safety devices. Obtain prior approval from Contracting Officer if entrance into systems serving safety devices is required. If it is temporarily necessary to remove or disable personnel safety devices in order to accomplish contract requirements, provide alternative means of protection prior to removing or disabling any permanently installed safety devices or equipment and obtain approval from the Contracting Officer.

#### 3.4.3 Storage Area

Construct a temporary six (6) foot high chain link fence around trailers and materials. Include plastic strip inserts, colored brown, so that visibility through the fence is obstructed. Fence posts may be driven, in lieu of concrete bases, where soil conditions permit. Do not place or store trailers, materials, or equipment outside the

fenced area unless such trailers, materials, or equipment are assigned a separate and distinct storage area by the Contracting Officer away from the vicinity of the construction site but within the installation boundaries. Trailers, equipment, or materials must not be open to public view with the exception of those items which are in support of ongoing work on any given day. Do not stockpile materials outside the fence in preparation for the next day's work. Park mobile equipment, such as tractors, wheeled lifting equipment, cranes, trucks, and like equipment within the fenced area at the end of each work day.

#### 3.4.4 Appearance of Trailers

- a. Trailers which are rusted, have peeling paint or are otherwise in need of repair will not be allowed. Trailers must present a clean and neat exterior appearance and be in a state of good repair.
- b. Maintain the temporary facilities. Failure to do so will be sufficient reason to require their removal.

#### 3.4.5 Maintenance of Storage Area

Keep fencing in a state of good repair and proper alignment. Grassed or unpaved areas, which are not established roadways, and will be traversed with construction equipment or other vehicles, will be covered with a layer of gravel as necessary to prevent rutting and the tracking of mud onto paved or established roadways, should the Contractor elect to traverse them with construction equipment or other vehicles. Mow and maintain grass located within the boundaries of the construction site for the duration of the project. Grass and vegetation along fences, buildings, under trailers, and in areas not accessible to mowers will be edged or trimmed neatly.

#### 3.4.6 Security Provisions

Provide adequate outside security lighting at the temporary facilities. The Contractor will be responsible for the security of its own equipment.

#### 3.5.7 Weather Protection of Temporary Facilities and Stored Materials

Take necessary precautions to ensure that roof openings and other critical openings in the temporary facilities are monitored carefully. Take immediate actions required to seal off such openings when rain or other detrimental weather is imminent, and at the end of each workday. Ensure that the openings are completely sealed off to protect materials and equipment in the temporary facilities from damage.

##### 3.5.7.1 Building and Site Storm Protection

When a warning of gale force winds is issued, take precautions to minimize danger to persons, and protect the work. Precautions must include, but are not limited to, closing openings; removing loose materials, tools and equipment from exposed locations; and removing or securing scaffolding and other temporary work. Close openings in the work when storms of lesser intensity pose a threat to the work.

### 3.6 TEMPORARY PROJECT SAFETY FENCING

As soon as practicable, but not later than fifteen (15) days after the date established for commencement of work, furnish and erect temporary project safety fencing at the work site. Maintain the safety fencing during the life of the contract and, upon completion and acceptance of the work, remove from the work site.

### 3.7 CLEANUP

Remove construction debris, waste materials, packaging material and the like from the work site daily. Any dirt or mud which is tracked onto paved or surfaced roadways must be cleaned away. Store any salvageable materials resulting from demolition activities within the fenced area described above or at the supplemental storage area. Neatly stack stored materials not in trailers, whether new or salvaged.

### 3.8 RESTORATION OF STORAGE AREA

Upon completion of the project, remove the bulletin board, signs, barricades, haul roads, and any other temporary products from the site. After removal of trailers, materials, and equipment from within the fenced area, remove the fence. Restore areas used during the performance of the contract to the original or better condition. Remove gravel used to traverse grassed areas and restore the area to its original condition, including top soil and seeding as necessary.

-- End of Section --



SECTION TABLE OF CONTENTS

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01 57 19

TEMPORARY ENVIRONMENTAL CONTROLS

11/15 (Change 3 - 08/19)

PART 1 GENERAL

1.1 REFERENCES

1.2 DEFINITIONS

- 1.2.1 Class I and II Ozone Depleting Substance (ODS)
- 1.2.2 Contractor Generated Hazardous Waste
- 1.2.3 Electronics Waste
- 1.2.4 Environmental Pollution and Damage
- 1.2.5 Environmental Protection
- 1.2.6 National Pollutant Discharge Elimination System (NPDES)
- 1.2.7 Oily Waste
- 1.2.8 Regulated Waste
- 1.2.9 Sediment
- 1.2.10 Solid Waste
  - 1.2.10.1 Debris
  - 1.2.10.2 Green Waste
  - 1.2.10.3 Recyclables
  - 1.2.10.4 Surplus Soil
  - 1.2.10.5 Scrap Metal
  - 1.2.10.6 Wood
  - 1.2.10.7 Surface Discharge
  - 1.2.10.8 Wastewater
  - 1.2.10.9 Stormwater
  - 1.2.10.10 Waters of the United States
  - 1.2.10.11 Wetlands

1.3 SUBMITTALS

1.4 ENVIRONMENTAL PROTECTION REQUIREMENTS

1.5 QUALITY ASSURANCE

- 1.5.1 Preconstruction Survey and Protection of Features
- 1.5.2 Regulatory Notifications
- 1.5.3 Environmental Brief
- 1.5.4 Non-Compliance Notifications

1.6 ENVIRONMENTAL PROTECTION PLAN

- 1.6.1 General Overview and Purpose

- 1.6.1.1 Descriptions
- 1.6.1.2 Duties
- 1.6.1.3 Procedures
- 1.6.1.4 Communications
- 1.6.1.5 Contact Information
- 1.7 General Site Information
  - 1.7.1 Drawings
    - 1.7.1.1 Work Area
    - 1.7.1.2 Documentation
  - 1.7.2 Management of Natural Resources
  - 1.7.3 Protection of Historical and Archaeological Resources
  - 1.7.4 Stormwater Management and Control
  - 1.7.5 Protection of the Environment from Waste Derived from Contractor Operations
  - 1.7.6 Prevention of Releases to the Environment
  - 1.7.7 Regulatory Notification and Permits
  - 1.7.8 Clean Air Act Compliance
    - 1.7.8.1 Haul Route
    - 1.7.8.2 Pollution Generating Equipment
    - 1.7.8.3 Stationary Internal Combustion Engines
    - 1.7.8.4 Air Pollution-engineering Processes
- 1.8 LICENSES AND PERMITS
- 1.9 ENVIRONMENTAL RECORDS BINDER
- 1.10 SOLID WASTE MANAGEMENT PERMIT
  - 1.10.1 Monthly Solid Waste Disposal Report

## PART 2 PRODUCTS

Not Used

## PART 3 EXECUTION

- 3.1 PROTECTION OF NATURAL RESOURCES
  - 3.1.1 Flow Ways
  - 3.1.2 Vegetation
  - 3.1.3 Streams
- 3.2 STORMWATER
  - 3.2.1 Construction General Permit
    - 3.2.1.1 Stormwater Pollution Prevention Plan
    - 3.2.1.2 Stormwater Notice of Intent for Construction Activities
    - 3.2.1.3 Inspection Reports
    - 3.2.1.4 Stormwater Pollution Prevention Plan Compliance Notebook
    - 3.2.1.5 Stormwater Notice of Termination for Construction Activities

- 3.2.2 Erosion and Sediment Control Measures
- 3.2.3 Work Area Limits
- 3.2.4 Contractor Facilities and Work Areas
- 3.3 SURFACE AND GROUNDWATER
  - 3.3.1 Waters of the United States
- 3.4 AIR RESOURCES
  - 3.4.1 Dust Control
    - 3.4.1.1 Particulates
  - 3.4.2 Odors
- 3.5 WASTE MINIMIZATION
  - 3.5.1 Salvage, Reuse and Recycle
- 3.6 PREVIOUSLY USED EQUIPMENT
- 3.7 PETROLEUM, OIL, LUBRICANT (POL) STORAGE AND FUELING
  - 3.7.1 Used Oil Management
  - 3.7.2 Oil Storage Including Fuel Tanks
- 3.8 POST CONSTRUCTION CLEANUP

-- End of Section Table of Contents --

SECTION 01 57 19

TEMPORARY ENVIRONMENTAL CONTROLS

11/15 (Change 3 - 08/19)

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)

40 CFR	50	National Primary and Secondary Ambient Air Quality Standards
40 CFR	61	National Emission Standards for Hazardous Air Pollutants
40 CFR	63	National Emission Standards for Hazardous Air Pollutants for Source Categories
40 CFR	64	Compliance Assurance Monitoring
40 CFR	112	Oil Pollution Prevention
40 CFR	122.26	Storm Water Discharges (Applicable to State NPDES Programs, see section 123.25)
40 CFR	241	Guidelines for Disposal of Solid Waste

1.2 DEFINITIONS

1.2.1 Contractor Generated Hazardous Waste

Contractor generated hazardous waste is materials that, if abandoned or disposed of, may meet the definition of a hazardous waste. These waste streams would typically consist of material brought on site by the Contractor to execute work, but are not fully consumed during the course of construction.

1.2.2 Electronics Waste

Electronics waste is discarded electronic devices intended for salvage, recycling, or disposal.

1.2.3 Environmental Pollution and Damage

Environmental pollution and damage is the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to humankind; or degrade the environment aesthetically, culturally or historically.

#### 1.2.4 Environmental Protection

Environmental protection is the prevention/control of pollution and habitat disruption that may occur to the environment during construction. The control of environmental pollution and damage requires consideration of land, water, and air; biological and cultural resources; and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive material as well as other pollutants.

#### 1.2.5 National Pollutant Discharge Elimination System (NPDES)

The NPDES permit program controls water pollution by regulating point sources that discharge pollutants into waters of the United States.

#### 1.2.6 Oily Waste

Oily waste are those materials that are, or were, mixed with Petroleum, Oils, and Lubricants (POLs) and have become separated from that POLs. Oily wastes also means materials, including wastewaters, centrifuge solids, filter residues or sludges, bottom sediments, tank bottoms, and sorbents which have come into contact with and have been contaminated by, POLs and may be appropriately tested and discarded in a manner which is in compliance with other state and local requirements.

This definition includes materials such as oily rags, "kitty litter" sorbent clay and organic sorbent material. These materials may be land filled provided that: It is not prohibited in other state regulations or local ordinances; the amount generated is "de minimus" (a small amount); it is the result of minor leaks or spills resulting from normal process operations; and free-flowing oil has been removed to the practicable extent possible. Large quantities of this material, generated as a result of a major spill or in lieu of proper maintenance of the processing equipment, are a solid waste. As a solid waste, perform a hazardous waste determination prior to disposal. As this can be an expensive process, it is recommended that this type of waste be minimized through good housekeeping practices and employee education.

#### 1.2.7 Regulated Waste

Regulated waste are solid wastes that have specific additional federal, state, or local controls for handling, storage, or disposal.

#### 1.2.8 Sediment

Sediment is soil and other debris that have eroded and have been transported by runoff water or wind.

#### 1.2.9 Solid Waste

Solid waste is a solid, liquid, semi-solid or contained gaseous waste. A solid waste can be a hazardous waste, non-hazardous waste, or non-Resource Conservation and Recovery Act (RCRA) regulated waste. Types of solid waste typically generated at construction sites may include:

#### 1.2.9.1 Debris

Debris is non-hazardous solid material generated during the construction, demolition, or renovation of a structure that exceeds 2.5-inch particle size that is: a manufactured object; plant or animal matter; or natural geologic material (for example, cobbles and boulders), broken or removed concrete, masonry, and rock asphalt paving; ceramics; roofing paper and shingles. Inert materials may be reinforced with or contain ferrous wire, rods, accessories and weldments. A mixture of debris and other material such as soil or sludge is also subject to regulation as debris if the mixture is comprised primarily of debris by volume, based on visual inspection.

#### 1.2.9.2 Green Waste

Green waste is the vegetative matter from landscaping, land clearing and grubbing, including, but not limited to, grass, bushes, scrubs, small trees and saplings, tree stumps and plant roots. Marketable trees, grasses and plants that are indicated to remain, be re-located, or be reused are not included.

#### 1.2.9.3 Recyclables

Recyclables are materials, equipment and assemblies such as doors, windows, door and window frames, plumbing fixtures, glazing and mirrors that are recovered and sold as recyclable, wiring, insulated/non-insulated copper wire cable, wire rope, and structural components. It also includes commercial-grade refrigeration equipment with Freon removed, household appliances where the basic material content is metal, clean polyethylene terephthalate bottles, cooking oil, used fuel oil, textiles, high-grade paper products and corrugated cardboard, stackable pallets in good condition, clean crating material, and clean rubber/vehicle tires. Metal meeting the definition of lead contaminated or lead based paint contaminated may not be included as recyclable if sold to a scrap metal company.

#### 1.2.9.4 Surplus Soil

Surplus soil is existing soil that is in excess of what is required for this work, including aggregates intended, but not used, for on-site mixing of concrete, mortars, and paving.

#### 1.2.9.5 Scrap Metal

This includes scrap and excess ferrous and non-ferrous metals such as reinforcing steel, structural shapes, pipe, and wire that are recovered or collected and disposed of as scrap. Scrap metal meeting the definition of hazardous material or hazardous waste is not included.

#### 1.2.9.6 Wood

Wood is dimension and non-dimension lumber, plywood, chipboard, hardboard. Treated or painted wood that meets the definition of lead contaminated or lead based contaminated paint is not included. Treated wood includes, but is not limited to, lumber, utility poles, crossties, and other wood products with chemical treatment.

#### 1.2.9.7 Surface Discharge

Surface discharge means discharge of water into drainage ditches, storm sewers, creeks or "waters of the United States". Surface discharges are discrete, identifiable sources and require a permit from the governing agency. Comply with federal, state, and local laws and regulations.

#### 1.2.9.8 Wastewater

Wastewater is the used water and solids from a community that flow to a treatment plant.

#### 1.2.9.9 Storm Water

Storm water is any precipitation in an urban or suburban area that does not evaporate or soak into the ground, but instead collects and flows into storm drains, rivers, and streams.

#### 1.2.9.10 Waters of the United States

Waters of the United States means Federal jurisdictional waters, including wetlands, that are subject to regulation under Section 404 of the Clean Water Act or navigable waters, as defined under the Rivers and Harbors Act.

#### 1.2.9.11 Wetlands

Wetlands are those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions.

### 1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only.

#### SD-01 Preconstruction Submittals

- Preconstruction Survey
- Environmental Protection Plan; G
- Stormwater Pollution Prevention Plan (SWPPP); G
- Stormwater Notice of Intent (for NPDES coverage under the general permit for construction activities); G

#### SD-06 Test Reports

- Inspection Reports

#### SD-07 Certificates

- Erosion and Sediment Control Inspector Qualifications

## SD-11 Closeout Submittals

Stormwater Pollution Prevention Plan Compliance Notebook; G  
Stormwater Notice of Termination (for NPDES coverage under the  
general permit for construction activities); G

### 1.4 ENVIRONMENTAL PROTECTION REQUIREMENTS

Provide and maintain, during the life of the contract, environmental protection as defined. Plan for and provide environmental protective measures to control pollution that develops during construction practice. Plan for and provide environmental protective measures required to correct conditions that develop during the construction of permanent or temporary environmental features associated with the project. Protect the environmental resources within the project boundaries and those affected outside the limits of permanent work during the entire duration of this Contract. Comply with federal, state, and local regulations pertaining to the environment, including water, air, solid waste, hazardous waste and substances, oily substances, and noise pollution.

### 1.5 QUALITY ASSURANCE

#### 1.5.1 Preconstruction Survey and Protection of Features

Prior to the start of any onsite construction activities, perform a Preconstruction Survey of the project site with the Contracting Officer, and take photographs showing existing environmental conditions in and adjacent to the site. Submit a report for the record. Include in the report a plan describing the features requiring protection under the provisions of the Contract Clauses, which are not specifically identified on the drawings as environmental features requiring protection along with the condition of trees, shrubs and grassed areas immediately adjacent to the site of work and adjacent to the Contractor's assigned storage area and access route(s), as applicable. The Contractor and the Contracting Officer will sign this survey report upon mutual agreement regarding its accuracy and completeness. Protect those environmental features included in the survey report and any indicated on the drawings, regardless of interference that their preservation may cause to the work under the Contract.

#### 1.5.2 Regulatory Notifications

Provide regulatory notification requirements in accordance with federal, state and local regulations. In cases where the Government will also provide public notification (such as storm-water permitting), coordinate with the Contracting Officer. Submit copies of regulatory notifications to the Contracting Officer at least fifteen (15) days prior to commencement of work activities. Typically, regulatory notifications must be provided for the following (this listing is not all-inclusive): demolition, renovation, NPDES defined site work, construction, removal or use of a permitted air emissions source, and remediation of controlled substances (asbestos, hazardous waste, lead paint).



### 1.5.3 Environmental Brief

Attend an environmental brief to be included in the preconstruction meeting. Provide the following information: types, quantities, and use of hazardous materials that will be brought onto the installation; and types and quantities of wastes/wastewater that may be generated during the Contract. Discuss the results of the Preconstruction Survey at this time.

Prior to initiating any work on site, meet with the Contracting Officer to discuss the proposed Environmental Protection Plan (EPP). Develop a mutual understanding relative to the details of environmental protection, including measures for protecting natural and cultural resources, required reports, required permits, permit requirements (such as mitigation measures), and other measures to be taken.

### 1.5.4 Non-Compliance Notifications

The Contracting Officer will notify the Contractor in writing of any observed noncompliance with federal, state or local environmental laws or regulations, permits, and other elements of the Contractor's EPP. After receipt of such notice, inform the Contracting Officer of the proposed corrective action and take such action when approved by the Contracting Officer. The Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. FAR 52.242-14 Suspension of Work provides that a suspension, delay, or interruption of work due to the fault or negligence of the Contractor allows for no adjustments to the contract for time extensions or equitable adjustments. In addition to a suspension of work, the Contracting Officer may use additional authorities under the contract or law.

## 1.6 ENVIRONMENTAL PROTECTION PLAN (EPP)

The purpose of the EPP is to present an overview of known or potential environmental issues that must be considered and addressed during construction. Incorporate construction related objectives and targets from the installation's EMS into the EPP. Include in the EPP measures for protecting natural and cultural resources, required reports, and other measures to be taken. Meet with the Contracting Officer or Contracting Officer Representative to discuss the EPP and develop a mutual understanding relative to the details for environmental protection including measures for protecting natural resources, required reports, and other measures to be taken. Submit the EPP within fifteen (15) days after notice to proceed and not less than ten (10) days before the preconstruction meeting. Revise the EPP throughout the project to include any reporting requirements, changes in site conditions, or contract modifications that change the project scope of work in a way that could have an environmental impact. No requirement in this section will relieve the Contractor of any applicable federal, state, and local environmental protection laws and regulations. During Construction, identify, implement, and submit for approval any additional requirements to be included in the EPP. Maintain the current version onsite.

The EPP includes, but is not limited to, the following elements:

#### 1.6.1 General Overview and Purpose

##### 1.6.1.1 Descriptions

A brief description of each specific plan required by environmental permit or elsewhere in this Contract such as storm-water pollution prevention plan, spill control plan, solid waste management plan, wastewater management plan, air pollution control plan, contaminant prevention plan, a historical, archaeological, cultural resources, biological resources and wetlands plan, traffic control plan, and borrowing material plan.

##### 1.6.1.2 Duties

The duties and level of authority assigned to the person(s) on the job site who oversee environmental compliance, such as who is responsible for adherence to the EPP, who is responsible for spill cleanup and training personnel on spill response procedures, who is responsible for manifesting hazardous waste to be removed from the site (if applicable), and who is responsible for training the Contractor's environmental protection personnel.

##### 1.6.1.3 Procedures

A copy of any standard or project-specific operating procedures that will be used to effectively manage and protect the environment on the project site.

##### 1.6.1.4 Communications

Communication and training procedures that will be used to convey environmental management requirements to Contractor employees and subcontractors.

##### 1.6.1.5 Contact Information

Emergency contact information contact information (office phone number, cell phone number, and e-mail address).

#### 1.7 General Site Information

##### 1.7.1 Drawings

Drawings showing locations of proposed temporary excavations or embankments for haul roads, stream crossings, jurisdictional wetlands, material storage areas, structures, sanitary facilities, storm drains and conveyances, and stockpiles of excess soil.

##### 1.7.1.1 Work Area

Work area plan showing the proposed activity in each portion of the

area and identify the areas of limited use or nonuse. Include measures for marking the limits of use areas, including methods for protection of features to be preserved within authorized work areas and methods to control runoff and to contain materials on site, and a traffic control plan.

#### 1.7.1.2 Documentation

A letter signed by an officer of the firm appointing that person who is responsible for managing and implementing the Environmental Program as described in this contract. Include in this letter the person's authority to direct the removal and replacement of non-conforming work.

#### 1.7.2 Management of Natural Resources

- a. Land resources
- b. Tree protection
- c. Replacement of damaged landscape features
- d. Temporary construction
- e. Stream crossings
- f. Fish and wildlife resources
- g. Wetland areas

#### 1.7.3 Protection of Historical and Archaeological Resources

- a. Objectives
- b. Methods

#### 1.7.4 Stormwater Management and Control

- a. Ground cover
- b. Erodible soils
- c. Temporary measures
  - (1) Structural Practices
  - (2) Temporary and permanent stabilization
- d. Effective selection, implementation and maintenance of Best Management Practices (BMPs).

#### 1.7.5 Protection of the Environment from Waste Derived from Contractor Operations

Control and disposal of solid and sanitary waste. Control and disposal of hazardous waste.

This item consist of the management procedures for hazardous waste to be generated.

As a minimum, include the following:

- a. List of the types of wastes expected to be generated
- b. Procedures to ensure a written waste determination is made for appropriate wastes that are to be generated
- c. Management procedures for storage, labeling, transportation, and disposal of waste (treatment of waste is not allowed unless specifically noted)

- d. Management procedures for recyclable hazardous materials such as lead-acid batteries, used oil, and similar

#### 1.7.6 Prevention of Releases to the Environment

Procedures to prevent releases to the environment and notifications in the event of a release to the environment.

#### 1.7.7 Regulatory Notification and Permits

List what notifications and permit applications must be made. Some permits require up to 180 days to obtain. Demonstrate that those permits have been obtained or applied for by including copies of applicable environmental permits. The EPP will not be approved until the permits have been obtained.

#### 1.7.8 Clean Air Act Compliance

##### 1.7.8.1 Haul Route

Submit truck and material haul routes along with a Dirt and Dust Control Plan for controlling dirt, debris, and dust on Installation roadways. As a minimum, identify in the plan the subcontractor and equipment for cleaning along the haul route and measures to reduce dirt, dust, and debris from roadways.

##### 1.7.8.2 Pollution Generating Equipment

Identify air pollution generating equipment or processes that may require Federal, state, or local permits under the Clean Air Act. Determine requirements based on any current installation permits and the impacts of the project. Provide a list of all fixed or mobile equipment, machinery or operations that could generate air emissions during the project to the Contracting Officer

##### 1.7.8.3 Stationary Internal Combustion Engines

Identify portable and stationary internal combustion engines that will be supplied, used or serviced. Comply with 40 CFR 63 Subpart ZZZZ, and local regulations as applicable. At minimum, include the make, model, serial number, manufacture date, size (engine brake horsepower), and EPA emission certification status of each engine. Maintain applicable records and log hours of operation and fuel use. Logs must include reasons for operation and delineate between emergency and non-emergency operation.

##### 1.7.8.4 Air Pollution - Engineering Processes

Identify planned air pollution-generating processes and management control measures (including, but not limited to, spray painting, abrasive blasting, demolition, material handling, fugitive dust, and fugitive emissions). Log hours of operations and track quantities of materials used.

## 1.8 LICENSES AND PERMITS

Obtain licenses and permits required for the construction of the project and in accordance with FAR 52.236-7 Permits and Responsibilities. Notify the Government of all general use permitted equipment the Contractor plans to use on site. This paragraph supplements the Contractor's responsibility under FAR 52.236-7 Permits and Responsibilities.

## 1.9 ENVIRONMENTAL RECORDS BINDER

Maintain on-site a separate three-ring Environmental Records Binder and submit at the completion of the project. Make separate parts within the binder that correspond to each submittal listed under paragraph CLOSEOUT SUBMITTALS in this section.

## 1.10 SOLID WASTE MANAGEMENT PERMIT

Provide the Contracting Officer with written notification of the quantity of anticipated solid waste or debris that is anticipated or estimated to be generated by construction. Include in the report the locations where various types of waste will be disposed or recycled. Include letters of acceptance from the receiving location or as applicable; submit one copy of the receiving location state and local Solid Waste Management Permit or license showing such agency's approval of the disposal plan before transporting wastes off Government property.

### 1.10.1 Monthly Solid Waste Disposal Report

Monthly, submit a solid waste disposal report to the Contracting Officer. For each waste, the report will state the classification (using the definitions provided in this section), amount, location, and name of the business receiving the solid waste.

## PART 2 PRODUCTS

Not Used

## PART 3 EXECUTION

### 3.1 PROTECTION OF NATURAL RESOURCES

Minimize interference with, disturbance to, and damage to fish, wildlife, and plants, including their habitats. Prior to the commencement of activities, consult with the Galveston County Engineer regarding rare species or sensitive habitats that need to be protected. The protection of rare, threatened, and endangered animal and plant species identified, including their habitats, is the Contractor's responsibility.

Preserve the natural resources within the project boundaries and outside the limits of permanent work. Restore to an equivalent or improved condition upon completion of work that is consistent with the requirements of the Installation Environmental Office or as otherwise

specified. Confine construction activities to within the limits of the work indicated or specified.

### 3.1.1 Flow Ways

Do not alter water flows or otherwise significantly disturb the native habitat adjacent to the project and critical to the survival of fish and wildlife, except as specified and permitted.

### 3.1.2 Vegetation

Except in areas to be cleared, do not remove, cut, deface, injure, or destroy trees or shrubs without the Contracting Officer's permission. Do not fasten or attach ropes, cables, or guys to existing nearby trees for anchorages unless authorized by the Contracting Officer. Where such use of attached ropes, cables, or guys is authorized, the Contractor is responsible for any resultant damage.

Protect existing trees that are to remain to ensure they are not injured, bruised, defaced, or otherwise damaged by construction operations. Remove displaced rocks from non-cleared areas. Coordinate with the Contracting Officer to determine appropriate action for trees and other landscape features scarred or damaged by equipment operations.

### 3.1.3 Streams

Stream crossings must allow movement of materials or equipment without violating water pollution control standards of the federal, state, and local governments. Construction of stream crossing structures must be in compliance with any required permits including, but not limited to, Clean Water Act Section 404, and Section 401 Water Quality.

The Contracting Officer's approval and appropriate permits are required before any equipment will be permitted to ford live streams. In areas where frequent crossings are required, install temporary culverts or bridges. Obtain Contracting Officer's approval prior to installation. Remove temporary culverts or bridges upon completion of work, and repair the area to its original condition unless otherwise required by the Contracting Officer.

## 3.2 STORMWATER

Do not discharge storm-water from construction sites to the sanitary sewer. If the water is noted or suspected of being contaminated, it may only be released to the storm drain system if the discharge is specifically permitted. Obtain authorization in advance from the Contracting Officer for any release of contaminated water.

### 3.2.1 Construction General Permit

Provide a Construction General Permit as required by 40 CFR 122.26 or the State of Texas General Permit. Under the terms and conditions of the permit, install, inspect, maintain BMPs, prepare storm-water erosion and sediment control inspection reports, and submit SWPPP inspection reports. Maintain construction operations and management in compliance with the terms and conditions of the general permit for storm-water

discharges from construction activities.

#### 3.2.1.1 Stormwater Pollution Prevention Plan

Submit a project-specific Stormwater Pollution Prevention Plan (SWPPP) to the Contracting Officer for approval, prior to the commencement of work. The SWPPP must meet the requirements of 40 CFR 122.26 and the Texas State General Permit] for storm-water discharges from construction sites.

Include the following:

- a. Comply with terms of the state general permit for storm-water discharges from construction activities. Prepare SWPPP in accordance with state requirements. Use state guide to prepare the SWPPP.
- b. Select applicable BMPs in accordance with applicable state or local requirements.
- c. Include a completed copy of the Notice of Intent, BMP Inspection Report Template, and Stormwater Notice of Termination, except for the effective date.

#### 3.2.1.2 Storm-water Notice of Intent for Construction Activities

Prepare and submit the Notice of Intent for NPDES coverage under the general permit for construction activities to the Contracting Officer for review and approval.

Submit the approved NOI and appropriate permit fees onto the appropriate federal or state agency for approval. No land disturbing activities may commence without permit coverage. Maintain an approved copy of the SWPPP at the onsite construction office, and continually update as regulations require, reflecting current site conditions.

#### 3.2.1.3 Inspection Reports

Submit "Inspection Reports" to the Contracting Officer in accordance with the State of Texas Construction General Permit.

#### 3.2.1.4 Storm-water Pollution Prevention Plan Compliance Notebook

Create and maintain a three ring binder of documents that demonstrate compliance with the Construction General Permit. Include a copy of the permit Notice of Intent, proof of permit fee payment, SWPPP and SWPPP update amendments, inspection reports and related corrective action records, copies of correspondence with the Texas State Permitting Agency], and a copy of the permit Notice of Termination in the binder. At project completion, the notebook becomes property of the Government. Provide the compliance notebook to the Contracting Officer.

#### 3.2.1.5 Stormwater Notice of Termination for Construction Activities

Submit a Notice of Termination to the Contracting Officer for approval once construction is complete and final stabilization has been achieved on all portions of the site for which the permittee is responsible. Once approved, submit the Notice of Termination to the appropriate state or federal agency.

### 3.2.2 Erosion and Sediment Control Measures

Provide erosion and sediment control measures in accordance with state and local laws and regulations. Preserve vegetation to the maximum extent practicable.

Erosion control inspection reports may be compiled as part of a storm-water pollution prevention plan inspection reports.

### 3.2.3 Work Area Limits

Mark the areas that need not be disturbed under this Contract prior to commencing construction activities. Mark or fence isolated areas within the general work area that are not to be disturbed. Protect monuments and markers before construction operations commence. Where construction operations are to be conducted during darkness, any markers must be visible in the dark. Personnel must be knowledgeable of the purpose for marking and protecting particular objects.

### 3.2.4 Contractor Facilities and Work Areas

Place field offices, staging areas, stockpile storage, and temporary buildings in areas designated on the drawings or as directed by the Contracting Officer. Move or relocate the Contractor facilities only when approved by the Government. Provide erosion and sediment controls for onsite borrow and spoil areas to prevent sediment from entering nearby waters. Control temporary excavation and embankments for plant or work areas to protect adjacent areas.

## 3.3 SURFACE AND GROUNDWATER

### 3.3.1 Waters of the United States

Do not enter, disturb, destroy, or allow discharge of contaminants into waters of the United States.

## 3.4 AIR RESOURCES

Equipment operation, activities, or processes will be in accordance with 40 CFR 64 and state air emission and performance laws and standards.

### 3.4.1 Dust Control

Keep dust down at all times including during nonworking periods. Sprinkle or treat, with dust suppressants, the soil at the site, haul roads, and other areas disturbed by operations. Dry power brooming will not be permitted. Instead, use vacuuming, wet mopping, wet sweeping, or wet power brooming. Do not unnecessarily shake bags of cement, concrete mortar, or plaster.

#### 3.4.1.1 Particulates



Dust particles, aerosols and gaseous by-products from construction activities, and processing and preparation of materials (such as from asphaltic batch plants) must be controlled at all times, including weekends, holidays, and hours when work is not in progress. Maintain excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, spoil areas, borrow areas, and other work areas within or outside the project boundaries free from particulates that would exceed state, and local air pollution standards or that would cause a hazard or a nuisance. Sprinkling, chemical treatment of an approved type, baghouse, scrubbers, electrostatic precipitators, or other methods will be permitted to control particulates in the work area. Sprinkling, to be efficient, must be repeated to keep the disturbed area damp. Provide sufficient, competent equipment available to accomplish these tasks. Perform particulate control as the work proceeds and whenever a particulate nuisance or hazard occurs. Comply with state and local visibility regulations.

#### 3.4.2 Odors

Control odors from construction activities. The odors must be in compliance with state regulations and local ordinances and may not constitute a health hazard.

### 3.5 WASTE MINIMIZATION

Minimize the use of hazardous materials and the generation of waste. Include procedures for pollution prevention/ hazardous waste minimization in the Hazardous Waste Management Section of the EPP. If no written plan exists, obtain information by contacting the Contracting Officer. Describe the anticipated types of the hazardous materials to be used in the construction when requesting information.

#### 3.5.1 Salvage, Reuse, and Recycle

Identify anticipated materials and waste for salvage, reuse, and recycling. Describe actions to promote material reuse, resale or recycling. To the extent practicable, all scrap metal must be sent for reuse or recycling and will not be disposed of in a landfill.

Include the name, physical address, and telephone number of the hauler, if transported by a franchised solid waste hauler. Include the destination and, unless exempted, provide a copy of the state or local permit (cover) or license for recycling.

### 3.6 PREVIOUSLY USED EQUIPMENT

Clean previously used construction equipment prior to bringing it onto the project site. Equipment must be free from soil residuals, egg deposits from plant pests, noxious weeds, and plant seeds. Consult with the U.S. Department of Agriculture jurisdictional office for additional cleaning requirements.

### 3.7 PETROLEUM, OIL, LUBRICANT (POL) STORAGE, AND FUELING

POL products include flammable or combustible liquids, such as gasoline, diesel, lubricating oil, used engine oil, hydraulic oil, mineral oil, and cooking oil. Store POL products and fuel equipment and motor

vehicles in a manner that affords the maximum protection against spills into the environment. Manage and store POL products in accordance with federal, state, regional, and local laws and regulations. Use secondary containments, dikes, curbs, and other barriers, to prevent POL products from spilling and entering the ground, storm or sewer drains, storm-water ditches or canals, or navigable waters of the United States. Describe in the EPP how POL tanks and containers must be stored, managed, and inspected and what protections must be provided. Storage of oil, including fuel, on the project site is not allowed. Fuel must be brought to the project site each day that work is performed.

### 3.7.1 Used Oil Management

Manage used oil generated on site in accordance with federal, state, and local laws. Determine if any used oil generated while onsite exhibits a characteristic of hazardous waste. Used oil containing 1,000 parts per million of solvents is considered a hazardous waste and disposed of at the Contractor's expense.

### 3.7.2 Oil Storage Including Fuel Tanks

Provide secondary containment and overflow protection for oil storage tanks. A berm used to provide secondary containment must be of sufficient size and strength to contain the contents of the tanks plus 5 inches freeboard for precipitation. Construct the berm to be impervious to oil for seventy-two (72) hours that no discharge will permeate, drain, infiltrate, or otherwise escape before cleanup occurs. Use drip pans during oil transfer operations; adequate absorbent material must be onsite to clean up any spills and prevent releases to the environment. Cover tanks and drip pans during inclement weather. Provide procedures and equipment to prevent overfilling of tanks. If tanks and containers with an aggregate aboveground capacity greater than 1320 gallons will be used onsite (only containers with a capacity of fifty-five (55) gallons or greater are counted), provide and implement a SPCC plan meeting the requirements of 40 CFR 112. Do not bring underground storage tanks to the installation for Contractor use during a project. Submit the SPCC plan to the Contracting Officer for approval.

Monitor and remove any rainwater that accumulates in open containment dikes or berms. Inspect the accumulated rainwater prior to draining from a containment dike to the environment, to determine there is no oil sheen present.

## 3.8 POST CONSTRUCTION CLEANUP

Clean up areas used for construction in accordance with Contract Clause: "Cleaning Up". Unless otherwise instructed in writing by the Contracting Officer, remove traces of temporary construction facilities such as haul roads, work area, structures, foundations of temporary structures, stockpiles of excess or waste materials, and other vestiges of construction prior to final acceptance of the work. Grade parking area and similar temporarily used areas to conform to surrounding contours.

-- End of Section --

SECTION TABLE OF CONTENTS  
DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01 78 00  
CLOSEOUT SUBMITTALS

05/19

PART 1 GENERAL

- 1.1 DEFINITIONS
  - 1.1.1 As-Built Drawings
- 1.2 SUBMITTALS
- 1.3 Performance Bond

PART 2 PRODUCTS

- 2.1 REDLINES AND MARKUPS

PART 3 EXECUTION

- 3.1 AS-BUILT DRAWINGS
  - 3.1.1 Markup Guidelines
  - 3.1.2 As-Built Drawings Content
- 3.2 FINAL APPROVED SHOP DRAWINGS
- 3.3 CONSTRUCTION CONTRACT SPECIFICATIONS
- 3.4 CLEANUP

-- End of Section Table of Contents --

SECTION 01 78 00  
CLOSEOUT SUBMITTALS

05/19

PART 1 GENERAL

1.1 DEFINITIONS

1.1.1 As-Built Drawings

As-built drawings are the marked-up drawings, maintained by the Contractor on-site, that depict actual conditions and deviations from the Contract Documents. These deviations and additions may result from coordination required by, but not limited to: contract modifications; official responses to submitted Requests for Information (RFI's); direction from the Contracting Officer; design that is the responsibility of the Contractor, and differing site conditions. Maintain the as-builts throughout construction as red-lined hard copies on site or red-lined PDF files. These files serve as the basis for the creation of the record drawings.

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only.

SD-03 Product Data

Final Cleaning

SD-11 Closeout Submittals

As-Built Drawings;  
Final Approved Shop Drawings;  
Construction Contract Specifications;

1.3 Performance Bond

The Performance Bond must remain effective throughout the construction period.

PART 2 PRODUCTS

2.1 REDLINES AND MARKUPS

Provide PDFs of the current working redlines and/or markups complying with the as-builts drawing and markup requirements contained in this specification.

## PART 3 EXECUTION

### 3.1 AS-BUILT DRAWINGS

#### 3.1.1 Markup Guidelines

Make comments and markup the drawings complete without reference to letters, memos, or materials that are not part of the As-Built drawing. Show what was changed, how it was changed, where item(s) were relocated and change related details. These working as-built markup prints must be neat, legible and accurate as follows:

- a. Use base colors of red, green, and blue. Color code for changes as follows:
  - (1) Special (Blue) - Items requiring special information, coordination, or special detailing or detailing notes.
  - (2) Deletions (Red) - Over-strike deleted graphic items (lines), lettering in notes and leaders.
  - (3) Additions (Green) - Added items, lettering in notes and leaders.
- b. Provide a legend if colors other than the "base" colors of red, green, and blue are used.
- c. Add and denote any additional equipment or material facilities, service lines, incorporated under As-Built Revisions if not already shown in legend.
- d. Use frequent written explanations on markup drawings to describe changes. Do not totally rely on graphic means to convey the revision.
- e. Use legible lettering and precise and clear digital values when marking prints. Clarify ambiguities concerning the nature and application of change involved.
- f. Wherever a revision is made, also make changes to related section views, details, legend, profiles, plans and elevation views, schedules, notes and call out designations, and mark accordingly to avoid conflicting data on all other sheets.
- g. For deletions, cross out all features, data and captions that relate to that revision.
- h. For changes on small-scale drawings and in restricted areas, provide large-scale inserts, with leaders to the applicable location.
- i. Indicate one of the following when attaching a print or sketch to a markup print:
  - 1) Add an entire drawing to contract drawings
  - 2) Provide for reference only to further detail the initial design.

- j. Incorporate all shop and fabrication drawings into the markup drawings.

### 3.1.2 As-Built Drawings Content

Revise As-Built Drawings and red-lined PDF files. Keep these working as-built markup drawings current on a weekly basis and at least one (1) set available on the jobsite at all times. Changes from the contract drawings which are made during construction or additional information which might be uncovered in the course of construction must be accurately and neatly recorded as they occur by means of details and notes. Submit the working as-built markup drawings for approval prior to submission of each monthly pay estimate. For failure to maintain the working drawings as specified herein, the Contracting Officer will withhold ten (10) percent of the monthly progress payment until approval of updated drawings.

### 3.2 FINAL APPROVED SHOP DRAWINGS

Submit final approved project shop drawings thirty (30) days after transfer of the completed facility.

### 3.3 CONSTRUCTION CONTRACT SPECIFICATIONS

Submit final PDF file record construction contract specifications, including revisions thereto, thirty (30) days after transfer of the completed facility.

### 3.4 CLEANUP

Sweep paved areas and rake clean landscaped areas. Remove waste and surplus materials, rubbish and construction facilities from the site.

-- End of Section --

SECTION TABLE OF CONTENTS

DIVISION 35 - WATERWAY AND MARINE CONSTRUCTION

SECTION 35 31 19

STONE, CHANNEL, SHORELINE/COASTAL PROTECTION FOR STRUCTURES

01/08 (Change 1 - 11/14)

PART 1 GENERAL

1.1 REFERENCES

1.2 DEFINITIONS

1.2.1 Bank Stabilization

1.2.2 Standard Drawings

1.2.3 Stone Protection

1.2.4 Shoreline Protection

1.3 SYSTEM DESCRIPTION

1.3.1 Factors Used for Converting In-Place Volume to Weights

1.3.1.1 Revision of Bidding Schedule Quantities

1.3.1.2 Re-revision of Estimated Quantities

1.3.2 Bulk Specific Gravity of Stone and Redesign

1.4 SUBMITTALS

1.5 QUALITY ASSURANCE

1.5.1 Stone

1.5.1.1 General

1.5.1.2 Sources

1.6 REGULATORY REQUIREMENTS

1.7 CONSTRUCTION TOLERANCES

PART 2 PRODUCTS

2.1 STONE

2.1.1 General

2.1.1.1 Evaluation Testing of Stone

2.1.1.2 Quarry Operations

2.1.1.3 Proportional Dimension Limitations

2.1.1.4 Stone Stockpile

2.1.2 Derrick Stone

PART 3 EXECUTION

3.1 DEMONSTRATION SECTION

3.1.1 Methods and Equipment

- 3.1.2 Demonstration Section Evaluation
- 3.1.3 Removal of Demonstration Section
- 3.2 PLACEMENT OF DERRICK STONE
  - 3.2.1 General
  - 3.2.2 Placement
  - 3.2.3 Debris
  - 3.2.4 Limitations of Placement Procedures
    - 3.2.4.1 Interruptions
- 3.3 TESTS AND INSPECTIONS
  - 3.3.1 Pre-Production
    - 3.3.1.1 Bulk Specific Gravity
  - 3.3.2 Placement Control
    - 3.3.2.1 Quality Control Measures
    - 3.3.2.2 Check Surveys
    - 3.3.2.3 General
    - 3.3.2.4 Reporting

-- End of Section Table of Contents --



SECTION 35 31 19

STONE, CHANNEL, SHORELINE/COASTAL PROTECTION FOR STRUCTURES

01/08 (change 1 - 11/14)

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM INTERNATIONAL (ASTM)

- |            |   |
|------------|---|
| ASTM C127  | (2015) Standard Test Method for Relative Density (Specific Gravity), and Absorption of Coarse Aggregate   |
| ASTM C295  | (2019) Standard Guide for Petrographic Examination of Aggregates for Concrete   |
| ASTM D2487 | (2018) Standard Practice for Classification of Soils for Engineering Purposes   |
| ASTM D3740 | (2019) Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of soil and Rock as Used in Engineering Design and Construction |
| ASTM D4992 | (2014) Standard Practice for Evaluation of Rock to be Used for Erosion Control  |
| ASTM D5312 | (2013) Standard Test Method for Evaluation of Durability of Rock for Erosion Control Under Freezing and Thawing Conditions  |
| ASTM D5313 | (2013) Standard Test Method for Evaluation of Durability of Rock for Erosion Control Under Wetting and Drying Conditions  |
| ASTM D5519 | (2015) Standard Test methods for Particle Size Analysis of Natural and Man-Made Riprap Materials  |

NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST)

- |            |  |
|------------|--|
| NIST HB 44 | (2018) Specifications, Tolerances, and Other Technical Requirements for Weighing and Measuring Devices |
|------------|--|

U.S. ARMY CORPS OF ENGINEERS (USACE)

- COE CRD-C 148 (1969) Method of Testing Stone for Expansive Breakdown on Soaking in Ethylene Glycol
- EM 1110-2-1601 (1991/1994) Hydraulic Design of Flood Control Channels
- EM 1110-2-1906 (1986) Laboratory Soils Testing

1.2 DEFINITIONS

1.2.1 Bank Stabilization

This paragraph explains certain terminology which is common to construction of bank stabilization work on the Seawall and which may not be self-explanatory in the subsequent applicable provisions of the technical specifications and on the drawings.

1.2.2 Standard Drawings

Details of various types of structures in general use on the Seawall are shown on standard drawings forming a part of these specifications.

1.2.3 Stone Protection

Stone Protection is defined as a system which includes a layer of bedding material or layers of filter material beneath a layer or layers of riprap. Stone protection is placed around structures in slack water or within a dewatered site. Stone protection may also be used to protect channel banks when it is placed in the dry or in slack water.

1.2.4 Shoreline Protection

Shoreline Protection is defined as a system of bedding or filter materials and stone used to protect coastlines of lakes and oceans and for harbor protection.

1.3 SYSTEM DESCRIPTION

1.3.1 Factors Used for Converting In-Place Volume to Weights

The following factors were used in converting the in-place volume to the quantities shown in the BIDDING SCHEDULE.

BULK STONE MATERIAL	BULK SPECIFIC GRAVITY (SSD)	PERCENT VOIDS	CUBIC FEET OF VOLUME PER TON INCLUDING COMPENSATION VOIDS (For Excess Quantity Calculations)
Derrick Stone	2.75	1.0%	11.9

#### 1.3.1.1 Revision of Bidding Schedule Quantities

The estimated quantities of stone listed in the BIDDING SCHEDULE were computed on the basis of stone having a percentage of voids and a bulk specific gravity (saturated surface dry (SSD) basis) as shown in the above table based on water having a unit weight of 62.4 pounds per cubic foot. When the bulk specific gravity (SSD) of the stone to be used in the work is other than that shown in the above table, the estimated quantities will be revised by multiplying them by the fraction which results when the bulk specific gravity (SSD) of the stone furnished is divided by the value shown in the above table for each respective stone gradation. Revision for the percentage of voids will likewise be made. The Contracting Officer will issue a modification to the contract in accordance with FAR 52.243-4 Changes, in Section 00 22 13.00 20 SUPPLEMENTARY INSTRUCTIONS TO OFFERORS to adjust the estimated quantities in the BIDDING SCHEDULE. The revised quantities will then be the quantities from which the allowable fifteen (15) percent variation in estimated quantity, for payment purposes, will be determined as defined in FAR 52.211-18 Variation in Estimated Quantity, in Section 00 22 13.00 20 SUPPLEMENTARY INSTRUCTIONS TO OFFERORS.

#### 1.3.1.2 Re-revision of Estimated Quantities

If during the progress of the work it is determined that the delivered stone actually placed has a percentage of voids or a bulk specific gravity range different from that on which the BIDDING SCHEDULE is based, the BIDDING SCHEDULE will be further revised in accordance with paragraph REVISION OF BIDDING SCHEDULE QUANTITIES.

#### 1.3.2 Bulk Specific Gravity of Stone and Redesign

If the Contractor, after award of the contract, requests approval of stone from a source(s) which has a range of bulk specific gravity (SSD), whose limits are lower or higher than the specified design range of 2.5 to 2.9 as specified in paragraph MATERIAL QUALITY, consideration will be given to revising the project design through modification of the design range under the following conditions:

1.3.2.1 The modification of the specified design range will result in a savings to the Government. Such savings shall not be subject to FAR 48 Value Engineering of Section 00 22 13.00 20 SUPPLEMENTARY INSTRUCTIONS TO OFFERORS.

1.3.2.2 Only one such proposal for modification will be allowed. In addition, the required completion time shall not be extended more than thirty (30) calendar days as a result of redesign for any reason, including acts of the Government.

1.3.2.3 The modified design range of bulk specific gravity (SSD) to be used shall not have a lower limit of less than 2.3 nor higher than 3.5.

1.3.2.4 The stone sections of the required structure are to be redesigned by the Government. Such redesign will be based upon the Contractor's proposed modifications to the specified design range of bulk specific gravity (SSD) and will include any required revisions to allowable tolerances. Only one such redesign will be made. A charge of \$5,000 will be assessed the Contractor whether the redesign is used or not.

- The above redesign will be made upon written request from the Contractor. The request shall state the proposed modified design range of bulk specific gravity (SSD). With the request, submit records of laboratory tests performed on the proposed stone source(s) indicating the range of bulk specific gravity (SSD) of the stone source(s). The laboratory tests shall have been performed by a Government validated commercial laboratory.
- The Government shall be allowed a period of twenty-one (21) calendar days after receipt of the request to make the redesign. The redesign will be made based upon the lower limit of the proposed modified design range of bulk specific gravity (SSD) furnished.
- Upon completion, redesign will be furnished to the Contractor, including revised estimated quantities for the BIDDING SCHEDULE, based upon the average bulk specific gravity (SSD) of the proposed modified design.
- Upon receipt of the redesign, make a formal proposal to modify the allowable range and to perform the work in accordance with the redesign, within fifteen (15) calendar days after receipt of the Government's redesign; if the Contractor proposes to utilize stone having a specific gravity outside of the specific design range, and as a result thereof, the Government provides the Contractor with a redesign. The submittal shall include a statement of the direct savings to the Government and a tabulation in the form of a revised BIDDING SCHEDULE showing unchanged unit prices for the revised quantities.

1.3.2.5 Any proposal to modify the specified design range shall be submitted within fifteen (15) calendar days after receipt of the Government's redesign and shall include a statement as to the savings which will result from the modification. If a formal proposal is not submitted within the time limit, the work shall be performed in accordance with the specified design, in which case use of stone having a bulk specific gravity (SSD) less than the specified design range will not be allowed.

1.3.2.6 The statement of savings shall be in the form of a proposed revised BIDDING SCHEDULE showing unchanged unit prices for the revised quantities.

1.3.2.7 If the Contractor elects to perform the work in accordance with the redesign, the estimated quantities to be shown in the BIDDING SCHEDULE will be the quantities derived from the Government's redesign. See the above paragraph REVISION OF BIDDING SCHEDULE QUANTITIES.

#### 1.4 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only.

##### SD-03 Product Data

Derrick Stone; G  
Bulk Specific Gravity of Stone and Redesign; G

##### SD-04 Samples

Stone; G

##### SD-06 Test Reports

Gradation Test  
Evaluation Testing of Stone  
Bulk Specific Gravity

##### SD-07 Certificates

Stone  
Laboratory; G  
Weigh Scale Certification  
Certified Weight Scale Tickets

#### 1.5 QUALITY ASSURANCE

##### 1.5.1 Stone

Submit suitable stone samples prior to delivery of any such material to the worksite if stone is not from one of the stone sources listed at the end of this section.

##### 1.5.1.1 General

All stone shall be durable material as approved by the Contracting Officer. Selected stone from the required excavation may be used if it satisfies all requirements as to quality and dimensions. Stone shall be of a suitable quality to ensure permanence in the structure and in the climate in which it is to be used. It shall be free from cracks, blast fractures, bedding, seams and other defects that would tend to increase its deterioration from natural causes. Inspections for cracks, fractures, seams and defects shall be made by visual examination. If, by visual examination, it is determined that ten (10) percent or more of the stone produced contains hairline cracks, then all stone produced by the means and measures which caused the fractures shall be rejected. A hairline crack that is defined as being detrimental shall have a minimum width of four (4) mil and shall be continuous for one-third the

dimension of at least two (2) sides of the stone. The stone shall be clean and reasonably free from soil, quarry fines, and shall contain no refuse.

#### 1.5.1.2 Sources

Stone shall be furnished from a source accepted by the Contracting Officer.

### 1.6 REGULATORY REQUIREMENTS

The regulatory requirements listed below form a part of this specification to the extent referenced. The regulatory requirements are referred to in the text by basic designation only.

TEXAS DEPARTMENT OF TRANSPORTATION, Standard Specifications for Highway Construction

### 1.7 CONSTRUCTION TOLERANCES

The finished surface and stone layer thickness shall not deviate from the lines and grades shown by more than the tolerances listed below. Tolerances are measured perpendicular to the indicated neatlines. Extreme limits of the tolerances given shall not be continuous in any direction for more than five (5) times the nominal stone dimension nor for an area greater than 1000 square feet of the structure surface.

NEATLINE TOLERANCES		
MATERIAL	ABOVE NEATLINE (inches)	BELOW NEATLINE (inches)
Derrick Stone	18	1

The intention is that the work shall be built generally to the required elevations, slope and grade and that the outer surfaces shall be even and present a neat appearance. Placed material not meeting these limits shall be removed or reworked as directed by the Contracting Officer. Payment will not be made for excess material which the Contracting Officer permits to remain in place.

## PART 2 PRODUCTS

### 2.1 STONE

#### 2.1.1 General

##### 2.1.1.1 Evaluation Testing of Stone

- a. Bulk Specific Gravity Range. All stone shall have a minimum bulk specific gravity, saturated surface dry (SSD), of 2.50 and a maximum bulk specific gravity of not more than 2.90 based upon water having a unit weight of 62.4 pounds per cubic foot. The method of test for bulk specific gravity (SSD) shall be ASTM C127. Reference is made to paragraph FACTORS USED FOR CONVERTING IN-PLACE VOLUME TO WEIGHT for instructions for converting in-place volume

to bid quantities and for instructions on adjusting bid schedule quantities for variations in bulk specific gravity and percentage of voids.

- b. Unit Weight and Absorption. Stone shall weigh more than 155 pounds per cubic foot have a bulk specific gravity, saturated surface dry, greater than 2.48. The stone shall have an absorption less than two (2) percent unless other tests and service records show that the stone is satisfactory. The method of test for unit weight and absorption shall be ASTM C127.
- c. Petrographic Examination. Stone shall be evaluated in accordance with ASTM C295 which shall include information required by ASTM D4992, paragraph 10. COE CRD-C 148 shall be used to perform Ethylene glycol tests required on rocks containing smectite as specified in ASTM D4992 and on samples identified to contain swelling clays.
- d. Resistance to Freezing and Thawing. Stone shall have a maximum loss of ten (10) percent after the number of cycles specified in ASTM D5312, Figure 1, when determining the durability of stone when subjected to freezing and thawing in accordance with ASTM D5312, except the surface area of one side of the sample shall be between 144 and 2304 square inches.
- e. Resistance of Rock to Wetting and Drying. Stone shall have a maximum loss of one (1) percent when determining the durability of stone when subject to wetting and drying in accordance with ASTM D5313, except the surface area of one side of the sample shall be between 144 and 2304 square inches.
- f. Tests. Conduct the tests in accordance with applicable ASTM and Corps of Engineers methods of tests in a laboratory validated by the government. The cost of testing shall be borne by the Contractor.

#### 2.1.1.2 Quarry Operations

Conduct quarry operations in a manner to produce stone conforming to the requirements specified, this may involve selective quarrying, handling, processing, blending, and loading as necessary. Control blasting and handling of rock to produce rock of the size ranges and quality specified. Techniques such as the use of proper hole diameter, hole depth, hole angle, burden and spacing distances, types and distribution of explosives. Delay intervals and sequence, removal of muck piles between each shot, and special handling techniques are required as necessary to produce the specified materials. All aspects of blasting operations shall be specifically designed so that the end product is not damaged from the blasting technique and that the stone is suitable for the intended purpose.

##### a. Curing Stone

Conduct curing operations on freshly quarried stone to allow it to release stored energy and moisture and to allow the stone to demonstrate that it will not fracture during the energy release and



drying-out phase. Stones of sizes which are individually picked shall be temporarily stockpiled at the quarry site a minimum of 15 calendar days before being shipped to the project site, unless this requirement is waived by the Contracting Officer. Such waiver will be granted only if the stone has characteristics that make curing unnecessary.

b. Stone Quarrying Exclusion Period

Stone quarried between the 15th of September and the 15th of April will not be approved for use in the project. If the stone is not affected by freeze-thaw cycles, and the durability history of the stone demonstrates that quarrying during the exclusion period has not adverse effect on the durability of the stone and the Contracting Officer approves the use of stone quarried during the exclusion period, the stone quarrying period exclusion may be waived by the Contracting Officer. Stone quarried before the exclusion period at a time which will not permit sufficient curing time before being subjected to freezing conditions, and which is subject to fracturing as a result of freeze-thaw cycles, will not be approved for use.

c. Temporary Storage at Quarry

Storage of stone materials subsequent to shipment from the quarry and prior to permanent placement in the required work shall be subject to approval of the Contracting Officer. Underwater storage of stone materials is prohibited.

2.1.1.3 Proportional Dimension Limitations

The maximum aspect ratio (greatest dimension: least dimension) of any piece of stone for size ranges shall be not greater than 3:1 when measured across mutually perpendicular axis. Not more than twenty-five (25) percent of the stones within a gradation range shall have an aspect ratio greater than 2.5:1.

2.1.1.4 Stone Stockpile

Storage of stone at the worksite is not to be confused with off-site stockpiling of stone. If the Contractor elects to provide off-site stockpiling areas, the Contracting Officer shall be notified of all such areas. After being stockpiled, any stone which has become contaminated with soil or refuse shall not be put into the work unless the contaminating material has been removed from the stone.

- a. Worksite Stockpile. Stone delivered to the work sites, which requires temporary storage landward of top of slope, shall be placed in a container suitable for storing the stone, without waste, or a sand-clay-gravel or crushed stone pad may be constructed for the storage area and removed upon completion of the work. If the sand-clay-gravel or crushed stone pad method is used, the pad shall have



a minimum thickness of at least six (6) inches. The container or sand-clay-gravel or crushed stone pad method shall be subject to approval prior to delivery of the stone. Upon completion of the work, the storage areas shall be cleaned of all storage residues and returned to their natural condition.

- b. Off-site Stockpile. In areas where stone is stockpiled for placement, the area shall have excess rock removed prior to completion of work. All rock and spalls greater than three (3) inches in diameter shall be removed. Where rocks may have become buried due to soft ground or operation of the equipment, the rock shall be disposed of as directed or put in a disposal area. After the rock has been removed, the storage area shall be graded, dressed, and filled to return the ground surface as near as practical to the condition that existed prior to construction or per agreement with the Land Owner.

#### 2.1.2 Derrick Stone

Derrick stone shall consist of rectangular pieces approximately five (5) feet long by four (4) feet wide by three (3) feet thick. Stone shall be in pieces generally rectangular in cross section, each piece having its greatest dimension not more than three times its least dimension.

### PART 3 EXECUTION

#### 3.1 DEMONSTRATION SECTION

Prior to placement of stone, construct a section of stone protection consisting of stone to demonstrate the proposed operations for production placement. The section shall demonstrate procedures and capability of placing stone within the tolerances specified. The demonstration section shall be at least 100 feet in length and shall conform to all applicable specifications.

##### 3.1.1 Methods and Equipment

Methods and equipment employed for placement shall demonstrate the adequacy for use in placement of stone and shall conform to the requirements specified. The quantities of all materials placed within the section shall be accurately tabulated and provided immediately to the Contracting Officer for comparison with computed quantities.

##### 3.1.2 Demonstration Section Evaluation

Do not proceed with placing stone protection prior to the approval of the demonstration section. Within a period of seven (7) days after completion of the section, the Contracting Officer shall determine the adequacy of the section to function as part of the permanent construction. The Contractor will be notified as to the acceptability of the section and may be directed to modify methods of construction and remove the section if necessary.

### 3.1.3 Removal of Demonstration Section

If removal of the demonstration section is required, it shall be conducted in such a manner as to maintain the integrity of the underlying subgrade. Make arrangements for disposal in areas not located on the site.

## 3.2 PLACEMENT OF DERRICK STONE

### 3.2.1 General

Derrick stone shall be placed carefully with equipment suitable for handling the stone of the size(s) specified.

### 3.2.2 Placement

The various sizes of derrick stone shall be distributed in such a manner as to produce a compact, uniform, well-graded mass within the limits shown on the contract drawings. Placement shall begin at the top of the area to be covered and continue down slope. Subsequent loads of material shall be placed against previously placed material in such a manner as to ensure a relatively homogenous mass. Adjacent stone shall be selected with reasonable care as to size and shape and placed in close contact

### 3.2.3 Debris

Any timbers, unsatisfactory material and debris within the reaches for construction shall be removed except as otherwise directed by the Contracting Officer, and upon removal shall become the property of the Contractor. All materials shall be properly disposed of in accordance with the requirements of Section 01 57 19 TEMPORARY ENVIRONMENTAL CONTROLS, including any applicable local requirements.

### 3.2.4 Limitations of Placement Procedures

Stone construction in advance of completed permanent protection except as specified herein shall be at the Contractor's risk. Keep the Contracting Officer informed as to any and all situations that may result in a possible interruption of work.

#### 3.2.4.1 Interruptions

If the Government can anticipate that the stone construction will be interrupted for more than four (4) continuous days, including weekends and holidays, the Contractor may be required to complete the placement of stone and provide protection of the exposed ends prior to the start of the interruption. The above-required protection for the exposed ends shall consist of the same type of stone protection. All material used for protecting the exposed ends shall be removed after the need therefor has ended and shall be appropriately incorporated into the required permanent construction.

All materials which are removed and placed in the permanent construction, in accordance with the provisions of this section, will be measured and paid for only once. When temporary protection of exposed ends of construction in progress is ordered or directed by the Contracting Officer, an equitable adjustment will be made for the work of temporarily placing and removing the stone materials. The Government has no obligation to order that exposed ends be protected. If the Government takes no action to have exposed ends protected, then the provisions of the paragraph MATERIAL PLACEMENT IN ADVANCE shall apply.

### 3.3 TESTS AND INSPECTIONS

#### 3.3.1 Pre-Production

##### 3.3.1.1 Bulk Specific Gravity

Submit, at least thirty (30) calendar days in advance of shipment of stone to the work site, a copy of bulk specific gravity test results for each gradation range of stone proposed to be furnished. Quantity determinations are contingent upon the range of bulk specific gravity (saturated surface dry (SSD) basis) of stone to be supplied. Therefore, during the process of selecting a source or sources of stone for the project, make an investigation to determine the lowest and highest bulk specific gravity (SSD) of stone available at the source or sources proposed to be utilized for each gradation range of stone. Tests shall be performed at an approved testing laboratory. The testing results shall be submitted in accordance with paragraph SUBMITTALS. Test results which display an extraordinarily wide range of values may necessitate additional testing to determine whether the source contains strata with stones of an acceptable range of bulk specific gravity.

#### 3.3.2 Placement Control

##### 3.3.2.1 Quality Control Measures

Establish and maintain quality control for all work performed at the job site under this section to assure compliance with contract requirements. Maintain records of the quality control tests, inspections and corrective actions. Quality control measures shall cover all construction operations including, but not limited to, the placement of all materials to the slope and grade lines shown and in accordance with this section.

##### 3.3.2.2 Check Surveys

NOT USED

-- End of Section --

**Item 500**  
**Mobilization**



**(Modified)**

**1. DESCRIPTION**

Furnish, establish and remove offices, plants, and facilities. Move personnel, equipment, and supplies to and from the project or the vicinity of the project site to begin work or complete work on Contract Items. Bonds and insurance are required for performing mobilization. Temporary Construction Facilities and Controls shall be per Section 01 05 00.

**2. MEASUREMENT**

This Item will be measured by the lump sum or each as the work progresses. Mobilization is calculated on the base bid only and will not be paid for separately on any additive alternate projects added to the Contract.

**3. PAYMENT**

For this Item, the adjusted Contract amount will be calculated as the total Contract amount less the lump sum for mobilization. Except for Contracts with callout or emergency work, mobilization will be paid in partial payments as follows:

- Payment will be made upon presentation of a paid invoice for the payment or performance bonds and required insurance.

- Payment will be made upon verification of documented expenditures for plant and facility setup. The combined amount for all these facilities will be no more than 10% of the mobilization lump sum or 1% of the total Contract amount, whichever is less.

- When 1% of the adjusted Contract amount for construction Items is earned, 50% of the mobilization lump sum bid or 5% of the total Contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount.

- When 5% of the adjusted Contract amount for construction Items is earned, 75% of the mobilization lump sum bid or 10% of the total Contract amount, whichever is less, will be paid. Previous payments under the Item will be deducted from this amount.

- When 10% of the adjusted Contract amount for construction Items is earned, 90% of the mobilization lump sum bid or 10% of the total Contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount.

- Upon final acceptance, 97% of the mobilization lump sum bid will be paid. Previous payments under this Item will be deducted from this amount.

- Payment for the remainder of the lump sum bid for "Mobilization" will be made after all submittals are received, final quantities have been determined and when any separate vegetative establishment and maintenance, test, and performance periods provided for in the Contract have been successfully completed.

For projects with extended maintenance or performance periods, payment for the remainder of the lump sum bid for "Mobilization" will be made six months after final acceptance.

For Contracts with callout or emergency work, "Mobilization," will be paid as follows:

- Payment will be made upon presentation of a paid invoice for the payment of performance bonds and required insurance;
- Mobilization for callout work will be paid for each callout work request; and
- Mobilization for emergency work will be paid for each emergency work request.

## Item 502

### Barricades, Signs, and Traffic Handling



#### 1. DESCRIPTION

Provide, install, move, replace, maintain, clean, and remove all traffic control devices shown on the plans and as directed.

#### 2. CONSTRUCTION

Implement the traffic control plan (TCP) shown on the plans.

Install traffic control devices straight and plumb. Make changes to the TCP only as approved. Minor adjustments to meet field conditions are allowed.

Submit Contractor-proposed TCP changes, signed and sealed by a licensed professional engineer, for approval. The Engineer may develop, sign, and seal Contractor-proposed changes. Changes must conform to guidelines established in the TMUTCD using approved products from the Department's Compliant Work Zone Traffic Control Device List.

Use fluorescent prismatic reflective sheeting, meeting the requirements of DMS-8300 Type BFL or CFL, for all signs and traffic control devices that have an orange background and a black non-reflective legend on all work zones. Manufacture all signs with a white background and black non-reflective legend using High Specific Intensity sheeting meeting the requirements of DMS-8300 Type A. Orange and white sheeting used on channelizing devices must be manufactured using High Specific Intensity sheeting meeting the requirements of DMS-8300 Type A.

At no time will the Contractor mix Type BFL or CFL fluorescent orange sheeting with orange Type A High Specific Intensity sheeting on the same project. White Engineering Grade (Type A) will not be mixed with white High Specific Intensity (Type A) sheeting.

Maintain traffic control devices by taking corrective action when notified. Corrective actions include, but are not limited to, cleaning, replacing, straightening, covering, and removing devices. Maintain the devices such that they are properly positioned and spaced, legible, and have retroreflective characteristics that meet requirements day or night and in all weather conditions.

The Engineer may authorize or direct in writing the removal or relocation of project limit advance warning signs. When project limit advance warning signs are removed before final acceptance, provide traffic control in accordance with the TMUTCD for minor operations as approved.

Remove all traffic control devices upon completion of the work as shown on the plans or as directed.

#### 3. MEASUREMENT

Barricades, Signs, and Traffic Handling will be measured by the month. Law enforcement officer and patrol vehicle will be measured by the hour.

#### 4. PAYMENT

- 4.1. **Barricades, Signs, and Traffic Handling.** Except for Contracts with callout or work orders, the work performed and materials furnished in accordance with this Item and measured as provided under

"Measurement" will be paid for at the unit price bid for "Barricades, Signs, and Traffic Handling." This price is full compensation for installation, maintenance, adjustments, replacements, removal, materials, equipment, labor, tools, and incidentals.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Barricades, Signs, and Traffic Handling." This price is full compensation for installation, maintenance, adjustments, replacements, removal, materials, equipment, labor, tools, and incidentals.

When the plans establish pay items for particular work in the TCP, that work will be measured and paid under pertinent Items.

4.1.1. **Initiation of Payment.** Payment for this Item will begin on the first estimate after barricades, signs, and traffic handling devices have been installed in accordance with the TCP and construction has begun.

4.1.2. **Paid Months.** Monthly payment will be made each succeeding month for this Item provided the barricades, signs, and traffic handling devices have been installed and maintained in accordance with the TCP until the Contract amount has been paid.

If, within the time frame established by the Engineer, the Contractor fails to provide or properly maintain signs and barricades in compliance with the Contract requirements, as determined by the Engineer, the Contractor will be considered in noncompliance with this Item. No payment will be made for the months in question, and the total final payment quantity will be reduced by the number of months the Contractor was in noncompliance.

4.1.3. **Maximum Total Payment Before Acceptance.** The total payment for this Item will not exceed 10% of the total Contract amount before final acceptance in accordance with Article 5.12., "Final Acceptance." The remaining balance will be paid in accordance with Section 502.4.5., "Balance Due."

4.1.4. **Total Payment Quantity.** The quantity paid under this Item will not exceed the total quantity shown on the plans except as modified by change order and as adjusted by Section 502.4.2., "Paid Months." An overrun of the plans quantity for this Item will not be allowed for approving designs; testing; material shortages; closed construction seasons; curing periods; establishment, performance, test, and maintenance periods; failure to complete the work in the number of months allotted; nor delays caused directly or indirectly by requirements of the Contract.

4.1.5. **Balance Due.** The remaining unpaid months of barricades less non-compliance months will be paid on final acceptance of the project, if all work is complete and accepted in accordance with Article 5.12., "Final Acceptance."

4.1.6. **Contracts with Callout or Work Orders.** The work performed and the materials furnished with this Item and measured as provided under "Measurement," will be considered subsidiary to pertinent Items.

4.2. **Law Enforcement.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement," will be paid by Contractor force account for "Uniformed Police Officer." This price is full compensation for furnishing all labor, materials, supplies, equipment, patrol vehicle, fees, and incidentals necessary to complete the work as directed.

## Item 508 Constructing Detours (Modified)



### 1. DESCRIPTION

Construct and maintain detours. Remove detours when required.

### 2. MATERIALS

2.1. **Embankment.** Use roadway excavation for embankment material or use material from other approved sources.

2.2. **Temporary Drainage Pipe.** Furnish pipe required for temporary drainage in accordance with details shown on the plans or as directed. Pipe will become the property of the Contractor upon removal.

Temporary use of permanent pipe is allowable if the sequence of work permits. If pipe used temporarily is damaged so that it is not acceptable in accordance with applicable Items, it will not be acceptable for incorporation in the final project. The damaged pipe remains the property of the Contractor.

2.3. **Base and Surfacing.** Furnish base and surfacing materials in accordance with Items as shown on the plans.

2.4. **Pavement Markings.** Pavement markings shall be in accordance with Item 662 and Item 666.

### 3. CONSTRUCTION

Construct the detour at the locations and to the lines, grades, and typical sections shown on the plans or as directed, in accordance with pertinent Items. Maintain detours for public travel in a safe and passable condition. Public traffic safety and convenience is essential. Maintain detours in accordance with Article 7.5., "Public Safety and Convenience"; Article 7.21., "Contractor's Responsibility for Work"; and this Item.

Remove detours after they are no longer needed for traffic. Removed materials will become the property of the Contractor unless otherwise shown on the plans or directed. Dispose of the materials off the right of way, unless otherwise directed, in accordance with federal, state, and local requirements. If desired, dispose of materials by spreading along the adjacent roadway slopes if allowed. Salvage or stockpile in accordance with pertinent Items if embankment, base, or surfacing is to be reused within the roadway construction or stockpiled for future use.

### 4. MEASUREMENT

This Item will be measured by the Lump Sum.

### 5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for as a Lump Sum unit price bid for "Constructing Detours (Modified)," for Constructing Detours by Type as shown on the plans.

The price bid for "Constructing Detours (Modified)" or for Constructing Detours by Type as shown on the plans is full compensation for furnishing all materials required, including embankment, base, and surfacing; excavation and hauling of excavated material; pavement markings; curb; riprap; sprinkling and compacting; furnishing, installing, and removing drainage structures; removal of detour; disposal of materials; and equipment, labor, tools, and incidentals.



Maintenance of detours constructed will not be paid for directly but will be subsidiary to this Item. Maintenance of pavement on detours that use existing pavement will be paid for in accordance with Article 7.21., "Contractor's Responsibility for Work."

When the plans require the base and surfacing to be removed and incorporated in the final roadway or stockpiled after use on the detour, the work will be performed, measured, and paid for in accordance with the pertinent Items shown for salvaging, replacing, or stockpiling materials.

All other items not specifically addressed in this Article will be paid considered as incidental work items to this item as shown on the plans and back to preconstruction condition.

## Item 662

### Work Zone Pavement Markings (Modified)



#### 1. DESCRIPTION

Furnish, place, and maintain work zone pavement markings.

#### 2. MATERIALS

Provide thermoplastic, paint and beads, raised pavement markers (RPMs), prefabricated pavement markings, temporary flexible reflective roadway marker tabs, or other approved materials for work zone pavement markings.

Supply materials meeting:

- DMS-4200, "Pavement Markers (Reflectorized),"
- DMS-4300, "Traffic Buttons,"
- DMS-8200, "Traffic Paint,"
- DMS-8220, "Hot Applied Thermoplastic,"
- DMS-8240, "Permanent Prefabricated Pavement Markings,"
- DMS-8241, "Temporary (Removable) Prefabricated Pavement Markings,"
- DMS-8242, "Temporary Flexible, Reflective Roadway Marker Tabs," and
- DMS-8290, "Glass Traffic Beads."

2.1. **Non-removable Markings.** Use hot-applied thermoplastic or permanent prefabricated pavement markings for non-removable markings. Paint and beads or other materials are not allowed for non-removable markings unless shown on the plans.

2.2. **Removable and Short-Term Markings.** Use RPMs, removable prefabricated pavement markings, temporary flexible reflective roadway marker tabs, or other approved materials for removable and short-term markings. Do not use hot-applied thermoplastic or traffic paint for removable markings. Use removable prefabricated pavement markings on the final pavement surface when the plans specify removable markings.

#### 3. CONSTRUCTION

Apply pavement markings in accordance with the following items.

- Item 666, "Retroreflectorized Pavement Markings"
- Item 668, "Prefabricated Pavement Markings"
- Item 672, "Raised Pavement Markers"

3.1. **Placement.** Install longitudinal markings on pavement surfaces before opening to traffic. Maintain lane alignment traffic control devices and operations until markings are installed. Install markings in proper alignment in accordance with the TMUTCD and as shown on the plans. Short-term markings will be allowed when standard markings (removable or non-removable) cannot be placed before opening to traffic, if shown on the plans or directed.

When short-term markings are allowed for opening to traffic, place standard longitudinal markings no later than fourteen (14) calendar days after the placement of the surface. When inclement weather prohibits placement of markings, the fourteen (14)-day period may be extended until weather permits proper application.

Place standard longitudinal markings no sooner than three (3) calendar days after the placement of a surface treatment, unless otherwise shown on the plans.

Apply thermoplastic markings to a minimum thickness of 0.060 in. (60 mils). When paint and beads are allowed, apply to a minimum dry thickness of 0.012 in. (12 mils).

Place short-term markings in proper alignment with the location of the final pavement markings. Remove and replace short-term markings not in alignment at the Contractor's expense.

For removable placements, use of RPMs to simulate longitudinal markings is at the Contractor's option. Use side-by-side RPMs to simulate longitudinal lines wider than four (4) in. Do not use RPMs for words, symbols, shapes, or diagonal or transverse lines.

- 3.2. **Marking Removal.** Remove markings that conflict with succeeding markings in accordance with Item 677, "Eliminating Existing Pavement Markings and Markers." Remove short-term markings that interfere or conflict with final marking placement immediately before placing final pavement markings, unless otherwise directed. Remove the remainder of the short-term markings before final acceptance.

Remove all temporary markings with minimal damage to the roadway to the satisfaction of the Engineer.

- 3.3. **Performance Requirements.** Ensure all markings are visible from a distance at least 300 ft. in daylight conditions and at least 160 ft. in nighttime conditions when illuminated by automobile low-beam headlights. Determine visibility distances using an automobile traveling on the roadway under dry conditions.

Maintain the markings for thirty (30) calendar days after installation. The end of the thirty (30)-day maintenance period does not relieve the Contractor from the performance deficiencies requiring corrective action identified during the thirty (30)-day period. Remove and replace markings at the Contractor's expense if they fail to meet the requirements of this Item during the thirty (30)-day period. The thirty (30)-calendar day performance requirement will begin again after replacement of the markings.

Ensure daytime and nighttime reflected color of the markings are distinctly white or yellow. Ensure markings exhibit uniform retroreflective characteristics.

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4. **MEASUREMENT**

No measurement will be made for this item all Work Zone Pavement Markings will be considered incidental to item 508 Construct Detours.

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5. **PAYMENT**

No separate payment will be made for this item it will be paid for as an incidental work item t Item 508 Construct Detours.

Elimination of non-removable markings will be paid for under Item 677, "Eliminating Existing Pavement Markings and Markers." Removal of short-term and removable markings will not be paid for directly but will be subsidiary to this Item.

Type II work zone pavement markings (paint and beads) used as a sealer for Type I pavement markings (thermoplastic) will be paid for under this Item.

# Item 666

## Retroreflectorized Pavement Markings (Modified)



### 1. DESCRIPTION

Furnish and place retroreflectorized, non-retroreflectorized (shadow) and profile pavement markings.

### 2. MATERIALS

#### 2.1. Type I Marking Materials. Furnish in accordance with [DMS-8220](#), "Hot Applied Thermoplastic."

Furnish pavement marking material used for Type I profile markings and shadow markings that have been approved by the Construction Division, and in accordance with [DMS-8220](#), "Hot Applied Thermoplastic."

#### 2.2. Type II Marking Materials. Furnish in accordance with [DMS-8200](#), "Traffic Paint."

#### 2.3. Glass Traffic Beads. Furnish drop-on glass beads in accordance with [DMS-8290](#), "Glass Traffic Beads" or as approved. Furnish a double-drop of Type II and Type III drop-on glass beads where each type bead is applied separately in equal portions (by weight), unless otherwise approved. Apply the Type III beads before applying the Type II beads.

#### 2.4. Labeling. Use clearly marked containers that indicate color, mass, material type, manufacturer, and batch number.

### 3. EQUIPMENT

#### 3.1. General Requirements. Use equipment that:

- is maintained in satisfactory condition,
- meets or exceeds the requirements of the National Board of Fire Underwriters and the Texas Railroad Commission for this application,
- applies beads by an automatic bead dispenser attached to the pavement marking equipment in such a manner that the beads are dispensed uniformly and almost instantly upon the marking as the marking is being applied to the road surface. The bead dispenser must have an automatic cut-off control, synchronized with the cut-off of the pavement marking equipment,
- has an automatic cut-off device with manual operating capabilities to provide clean, square marking ends,
- is capable of producing the types and shapes of profiles specified, and
- can provide continuous mixing and agitation of the pavement marking material. The use of pans, aprons, or similar appliances which the die overruns will not be permitted for longitudinal striping applications.

Provide a hand-held thermometer capable of measuring the temperature of the marking material when applying Type I material.

When pavement markings are required to meet minimum retroreflectivity requirements on the plans:

- Use a mobile retroreflectometer approved by the Construction Division and certified by the Texas A&M Transportation Institute Mobile Retroreflectometer Certification Program.
- Use a portable retroreflectometer that:
  - uses 30-meter geometry and meets the requirements described in ASTM E1710;

- has either an internal global positioning system (GPS) or the ability to be linked with an external GPS with a minimum accuracy rating of 16 ft. 5 in., in accordance with the circular error probability (CEP) method (CEP is the radius of the circle with its origin at a known position that encompasses 50% of the readings returned from the GPS instrument);
- can record and print the GPS location and retroreflectivity reading for each location where readings are taken.

3.2. **Material Placement Requirements.** Use equipment that can place:

- at least 40,000 ft. of 4-in. solid or broken non-profile markings per working day at the specified thickness;
- at least 15,000 ft. of solid or broken profile pavement markings per working day at the specified thickness;
- linear non-profile markings up to 8 in. wide in a single pass;
- non-profile pavement markings other than solid or broken lines at an approved production rate;
- a centerline and no-passing barrier-line configuration consisting of 1 broken line and 2 solid lines at the same time to the alignment, spacing, and thickness for non-profile pavement markings shown on the plans;
- solid and broken lines simultaneously;
- white line from both sides;
- lines with clean edges, uniform cross-section with a tolerance of  $\pm 1/8$  in. per 4 in. width, uniform thickness, and reasonably square ends;
- skip lines between 10 and 10-1/2 ft., a stripe-to-gap ratio of 10 to 30, and a stripe-gap cycle between 39-1/2 ft. and 40-1/2 ft., automatically;
- beads uniformly and almost instantly on the marking as the marking is being applied;
- beads uniformly during the application of all lines (each line must have an equivalent bead yield rate and embedment); and
- double-drop bead applications using both Type II and Type III beads from separate independent bead applicators, unless otherwise approved by the Engineer.

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## 4. CONSTRUCTION

Place markings before opening to traffic unless short-term or work zone markings are allowed.

4.1. **General.** Obtain approval for the sequence of work and estimated daily production. Minimize interference to roadway operations when placing markings on roadways open to traffic. Use traffic control as shown on the plans or as approved. Protect all markings placed under open-traffic conditions from traffic damage and disfigurement.

Establish guides to mark the lateral location of pavement markings as shown on the plans or as directed, and have guide locations verified. Use material for guides that will not leave a permanent mark on the roadway.

Apply markings on pavement that is completely dry and passes the following tests:

- **Type I Marking Application**—Place a sample of Type I marking material on a piece of tarpaper placed on the pavement. Allow the material to cool to ambient temperature, and then inspect the underside of the tarpaper in contact with the pavement. Pavement will be considered dry if there is no condensation on the tarpaper.
- **Type II Marking Application**—Place a 1-sq. ft. piece of clear plastic on the pavement, and weight down the edges. The pavement is considered dry if, when inspected after 15 min., no condensation has occurred on the underside of the plastic.

Apply markings:

- that meet the requirements of [Tex-828-B](#),
- that meet minimum retroreflectivity requirements when specified on the plans (applies to Type I markings only),
- using widths and colors shown on the plans,
- at locations shown on the plans,
- in proper alignment with the guides without deviating from the alignment more than 1 in. per 200 ft. of roadway or more than 2 in. maximum,
- without abrupt deviations,
- free of blisters and with no more than 5% by area of holes or voids,
- with uniform cross-section, density and thickness,
- with clean and reasonably square ends,
- that are retroreflectorized with drop-on glass beads, and
- using personnel skilled and experienced with installation of pavement markings.

Remove all applied markings that are not in alignment or sequence as stated on the plans, or in the specifications, at the Contractor's expense in accordance with Item 677, "Eliminating Existing Pavement Markings and Markers," except for measurement and payment.

- 4.2. **Surface Preparation.** Prepare surfaces in accordance with this Section unless otherwise shown on the plans.
- 4.2.1. **Cleaning for New Asphalt Surfaces and Retracing of All Surfaces.** Air blast or broom the pavement surface for new asphalt surfaces (less than 3 years old) and for retracing of all surfaces to remove loose material, unless otherwise shown on the plans. A sealer for Type I markings is not required unless otherwise shown on the plans.
- 4.2.2. **Cleaning for Old Asphalt and Concrete Surfaces (Excludes Retracing).** Clean old asphalt surfaces (more than 3 years old) and all concrete surfaces in accordance with Item 678, "Pavement Surface Preparation for Markings," to remove curing membrane, dirt, grease, loose and flaking existing construction markings, and other forms of contamination.
- 4.2.3. **Sealer for Type I Markings.** Apply a pavement sealer to old asphalt surfaces (more than 3 years old) and to all concrete surfaces before placing Type I markings on locations that do not have existing markings, unless otherwise approved. The pavement sealer may be either a Type II marking or an acrylic or epoxy sealer as recommended by the Type I marking manufacturer unless otherwise shown on the plans. Follow the manufacturer's directions for application of acrylic or epoxy sealers. Clean sealer that becomes dirty after placement by washing or in accordance with Section 666.4.2.1., "Cleaning for New Asphalt Surfaces and Retracing of All Surfaces," as directed. Place the sealer in the same configuration and color (unless clear) as the Type I markings unless otherwise shown on the plans.
- 4.3. **Application.** Apply markings during good weather unless otherwise directed. If markings are placed at Contractor option when inclement weather is impending and the markings are damaged by subsequent precipitation, the Contractor is responsible for all required replacement costs.
- 4.3.1. **Type I Markings.** Place the Type I marking after the sealer cures. Apply within the temperature limits recommended by the material manufacturer. Flush the spray head if spray application operations cease for 5 min or longer by spraying marking material into a pan or similar container until the material being applied is at the recommended temperature.

Apply on clean, dry pavements passing the moisture test described in Section 666.4.1., "General," and with a surface temperature above 50°F when measured in accordance with [Tex-829-B](#).

- 4.3.1.1. **Non-Profile Pavement Markings.** Apply Type I non-profile markings with a minimum thickness of:
- 0.100 in. (100 mils) for new markings and retracing water-based markings on surface treatments involving Item 316, "Seal Coat,"
  - 0.060 in. (60 mils) for retracing on thermoplastic pavement markings, or
  - 0.090 in. (90 mils) for all other Type I markings.
- The maximum thickness for Type I non-profile markings is 0.180 in. (180 mils). Measure thickness for markings in accordance with [Tex-854-B](#) using the tape method.
- 4.3.1.2. **Profile Pavement Markings.** Apply Type I profile markings with a minimum thickness of:
- 0.060 in. (60 mil) for edgeline markings, or
  - 0.090 in. (90 mil) for gore and centerline/no-passing barrier line markings.
- In addition, at a longitudinal spacing indicated on the plans, the markings must be profiled in a vertical manner such that the profile is transverse to the longitudinal marking direction. The profile must not be less than 0.30 in. (300 mil) nor greater than 0.50 in. (500 mil) in height when measured above the normal top surface plane of the roadway. The transverse width of the profile must not be less than 3.25 in., and the longitudinal width not less than 1 in., when measured at the top surface plane of the profile bar. The profile may be either a 1 or 2 transverse bar profile. When the 2 transverse bar profile is used, the spacing between the bases of the profile bars must not exceed 0.50 in. The above transverse bar width is for each 4 in. of line width.
- 4.3.2. **Type II Markings.** Apply on surfaces with a minimum surface temperature of 50°F. Apply at least 20 gal. per mile on concrete and asphalt surfaces and at least 22 gal. per mile on surface treatments for a solid 4-in. line. Adjust application rates proportionally for other widths. When Type II markings are used as a sealer for Type I markings, apply at least 15 gal. per mile using Type II drop-on beads.
- 4.3.3. **Bead Coverage.** Provide a uniform distribution of beads across the surface of the stripe for Type I and Type II markings, with 40% to 60% bead embedment.
- 4.4. **Retroreflectivity Requirements.** When specified on the plans, Type I markings must meet the following minimum retroreflectivity values for edgeline markings, centerline or no passing barrier-line, and lane lines when measured any time after 3 days, but not later than 10 days after application:
- White markings: 250 millicandelas per square meter per lux (mcd/m<sup>2</sup>/lx)
  - Yellow markings: 175 mcd/m<sup>2</sup>/lx
- 4.5. **Retroreflectivity Measurements.** Use a mobile retroreflectometer for projects requiring minimum retroreflectivity requirements to measure retroreflectivity for Contracts totaling more than 200,000 ft. of pavement markings, unless otherwise shown on the plans. For Contracts with less than 200,000 ft. of pavement markings or Contracts with callout work, mobile or portable retroreflectometers may be used at the Contractor's discretion.
- 4.5.1. **Mobile Retroreflectometer Measurements.** Provide mobile measurements averages for every 0.1 miles unless otherwise specified or approved. Take measurements on each section of roadway for each series of markings (i.e., edgeline, center skip line, each line of a double line, etc.) and for each direction of traffic flow. Measure each line in both directions for centerlines on two-way roadways (i.e., measure both double solid lines in both directions and measure all center skip lines in both directions). Furnish measurements in compliance with Special Specification, "Mobile Retroreflectivity Data Collection for Pavement Markings," unless otherwise approved. The Engineer may require an occasional field comparison check with a portable retroreflectometer meeting the requirements listed above to ensure accuracy. Use all equipment in accordance with the manufacturer's recommendations and directions. Inform the Engineer at least 24 hr. before taking any measurements.



A marking meets the retroreflectivity requirements if:

- the combined average retroreflectivity measurement for a one-mile segment meets the minimum retroreflectivity values specified, and
- no more than 30% of the retroreflectivity measurement values are below the minimum retroreflectivity requirements value within the one-mile segment.

The Engineer may accept failing one-mile segments if no more than 20% of the retroreflectivity measurements within that mile segment are below the minimum retroreflectivity requirement value.

The one-mile segment will start from the beginning of the data collection and end after a mile worth of measurements have been taken; each subsequent mile of measurements will be a new segment. Centerlines with 2 stripes (either solid or broken) will result in 2 miles of data for each mile segment. Each centerline stripe must be tested for compliance as a stand-alone stripe.

Restripe at the Contractor's expense with a minimum of 0.060 in. (60 mils) of Type I marking if the marking fails retroreflectivity requirements. Take measurements every 0.1 miles a minimum of 10 days after this second application within that mile segment for that series of markings.

If the markings do not meet minimum retroreflectivity after 10 days of this second application, the Engineer may require removal of all existing markings, a new application as initially specified, and a repeat of the application process until minimum retroreflectivity requirements are met.

- 4.5.2. **Portable Retroreflectometer Measurements.** Take a minimum of 20 measurements for each 1-mi. section of roadway for each series of markings (i.e., edgeline, center skip line, each line of a double line, etc.) and direction of traffic flow when using a portable reflectometer. Measure each line in both directions for centerlines on two-way roadways (i.e., measure both double solid lines in both directions and measure all center skip lines in both directions). The spacing between each measurement must be at least 100 ft. The Engineer may decrease the mileage frequency for measurements if the previous measurements provide satisfactory results. The Engineer may require the original number of measurements if concerns arise.

Restripe once at the Contractor's expense with a minimum of 0.060 in. (60 mils) of Type I marking material if the average of these measurements fails. Take a minimum of 10 more measurements after 10 days of this second application within that mile segment for that series of markings. Restripe again at the Contractor's expense with a minimum of 0.060 in. (60 mils) of Type I marking material if the average of these measurements fall below the minimum retroreflectivity requirements. If the markings do not meet minimum retroreflectivity after this third application, the Engineer may require removal of all existing markings, a new application as initially specified, and a repeat of the application process until minimum retroreflectivity requirements are met.

- 4.5.3. **Traffic Control.** Provide traffic control, as required, when taking retroreflectivity measurements after marking application. On low volume roadways (as defined on the plans), refer to the figure, "Temporary Road Closure" in Part 6 of the *Texas Manual on Uniform Traffic Control Devices* for the minimum traffic control requirements. For all other roadways, the minimum traffic control requirements will be as shown on the Traffic Control Plan (TCP) standard sheets TCP (3-1) and TCP (3-2). The lead vehicle will not be required on divided highways. The TCP and traffic control devices must meet the requirements listed in Item 502, "Barricades, Signs, and Traffic Handling." Time restrictions that apply during striping application will also apply during the retroreflectivity inspections except when using the mobile retroreflectometer unless otherwise shown on the plans or approved.

- 4.6. **Performance Period.** All markings must meet the requirements of this specification for at least 30 calendar days after installation. Unless otherwise directed, remove pavement markings that fail to meet requirements, and replace at the Contractor's expense. Replace failing markings within 30 days of notification. All replacement markings must also meet all requirements of this Item for a minimum of 30 calendar days after installation.

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5. **MEASUREMENT**

No measurement will be made for this item all Work Zone Pavement Markings will be considered incidental to item 508 Construct Detours.

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6. **PAYMENT**

No separate payment will be made for this item it will be paid for as an incidental work item t Item 508 Construct Detours.

## SPECIAL PROVISION TO ITEM 1

### "DEFINITION OF TERMS"

For this project, Item 1 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby:

THE TERM "DEPARTMENT," "STATE," "STATE HIGHWAY DEPARTMENT OF TEXAS", "TxDOT", "TEXAS DEPARTMENT OF TRANSPORTATION", STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION," "STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION COMMISSION," "COMMISSION," AND "STATE HIGHWAY COMMISSION," SHALL, IN THE USE OF THE STANDARD SPECIFICATIONS FOR ALL WORK IN CONNECTION WITH THIS PROJECT, BE DEEMED TO MEAN GALVESTON COUNTY, PARTY OF THE FIRST PART IN ACCOMPANYING CONTRACT OR CONTRACTS. ANY REFERENCE IN THE TEXAS STANDARD SPECIFICATIONS TO THE STATE OF TEXAS, ITS OFFICIALS, EMPLOYEES, OR AGENTS SHALL BE DEEMED TO MEAN GALVESTON COUNTY, ITS OFFICIALS, EMPLOYEES, OR AGENTS.

Articles 1.26, "Certificate of Insurance" ; 1.28, "Commission", 1.47, "Department", 1.70 "Letting Official " and 1.124 "State" are deleted.

Article 1.53, "ENGINEER", is revised to read in its entirety as follows:

1.53 ENGINEER. Galveston County Engineer or his authorized representatives. If a representative is authorized to function as the ENGINEER'S representative with respect to certain ENGINEER'S activities that representative's responsibilities and obligations shall be limited as provided in Article 1.148.

Article 1.64, "INSPECTOR," is revised to read in its entirety as follows:

1.64 INSPECTOR. The representative of the ENGINEER assigned and authorized to observe or inspect any or all parts of the work and the material to be used therein. A representative is authorized to function as the ENGINEER'S representative with respect to certain activities, and that representative's responsibilities and obligations shall be limited as provided in Article 1.148.

## Special Provisions to Item 1

### "DEFINITION OF TERMS"

#### ADDITIONAL ARTICLES ARE ADDED AS FOLLOWS:

1.148 CONSULTING ENGINEER. Independent engineering firms contracting with Galveston County for the providing of professional engineering services. The engineering firms are the representatives of Galveston County only to the extent provided in the Contract documents and in such special instances where they are specifically authorized by Galveston County so to act. All powers and rights assigned by Galveston County to the engineering firms with respect to the work are solely and exclusively for the benefit of Galveston County and not for the CONTRACTOR. In carrying out of its powers and rights assigned by Galveston County the engineering firms shall function as a representative of Galveston County and shall act by and for Galveston County. Irrespective of what authority may be assigned by Galveston County to the engineering firms, CONTRACTOR remains fully and solely responsible and liable for its obligations to perform the work in accordance with the requirements of the plans and specifications; to insure against failures in safety precautions; to carry out his work pursuant to safe methods of construction; to select and fulfill the proper manner, means, and methods in performing the work in order to meet the plans and specifications; and to complete the work in accordance with the contract documents.

SPECIAL PROVISION TO ITEM 2  
INSTRUCTIONS TO BIDDERS

For this project, Item 2 of the Texas Standard Specifications is hereby deleted in its entirety.  
The Instructions to Bidders is included elsewhere in the Contract Documents.

SPECIAL PROVISION TO ITEM 3  
AWARD AND EXECUTION OF CONTRACT

For this project, Item 3 of the Texas Standard Specifications is hereby deleted in its entirety.  
The Award and Execution of Contract is included elsewhere in the Contract Documents.

## SPECIAL PROVISION TO ITEM 4

### SCOPE OF WORK

For this project, Item 4 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 4.2 "CHANGES IN WORK;" ARTICLE 4.3 "DIFFERING SITE CONDITIONS" and ARTICLE 4.4 "REQUESTS AND CLAIMS FOR ADDITIONAL COMPENSATION" are deleted in their entirety and replaced by Article 41 "CHANGES and ALTERATIONS" and ARTICLE 42 "EXTRA WORK" of "Special Provisions for Construction".

## SPECIAL PROVISION TO ITEM 5

### CONTROL OF THE WORK

For this project, Item 5 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 5.2 "PLANS AND WORKING DRAWINGS." The first sentence of the first paragraph is hereby revised to read as follows:

When required, the Contractor shall provide working drawings to supplement the plans with all necessary details not included on the Contract plans.

ARTICLE 5.5 "COOPERATION OF CONTRACTOR." The last sentence of the first paragraph is hereby revised to read as follows:

The Contractor will be supplied with three (3) copies of the plans, specifications and special provisions and he shall have one (1) copy of each available on the project at all times.

ARTICLE 5.6 "CONSTRUCTION SURVEYING," is hereby deleted in its entirety.

ARTICLE 5.7 "INSPECTION." The sixth sentence of the second paragraph is hereby revised to read as follows:

If the uncovered work is acceptable, the costs to uncover, remove and replace or make good the parts removed will be paid for in accordance with Article 41. "Changes and Alterations" of "Special Provisions for Construction".

ARTICLE 5.8 "FINAL ACCEPTANCE," is hereby deleted in its entirety. It is replaced by Article 6(b). "PAYMENTS TO CONTRACTOR, FINAL PAYMENT" of "Special Provisions for Construction".



## SPECIAL PROVISION TO ITEM 6

### CONTROL OF MATERIALS

For this project, Item 6 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 6.1 "SOURCE CONTROL." Paragraph A. "Buy America" and B. "Buy Texas" are hereby deleted in their entirety.

ARTICLE 6.7 "Department-furnished Material" is hereby deleted in its entirety.

## SPECIAL PROVISION TO ITEM 7

### LEGAL RELATIONS AND RESPONSIBILITIES

For this project, Item 7 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 7.4 "INSURANCE AND BONDS" is hereby deleted in its entirety.

ARTICLE 7.5 "RESTORING SURFACES OPENED BY PERMISSION." The third sentence of the first paragraph is hereby revised to read as follows:

Payment for repair of surfaces opened by permission will be made in accordance with Article 41. "Changes and Alterations" of "Special Provisions for Construction".

## SPECIAL PROVISION TO ITEM 8

### PROSECUTION AND PROGRESS

For this project, Item 8 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 8.1 "PROSECUTION OF WORK" The third sentence in the first paragraph is hereby revised to read as follows:

"The Contractor shall begin the work to be performed under the contract within ten (10) days after the date of the authorization to begin work as shown on the work order.

ARTICLE 8.2 "PROGRESS SCHEDULES", B. "CONSTRUCTION CONTRACTS" The first sentence in the first paragraph is hereby revised to read as follows:

If required by the Engineer, before starting work on a construction Contract, prepare and submit a progress schedule based on the sequence of work and traffic control plan shown in the Contract.

## SPECIAL PROVISION TO ITEM 9

### MEASUREMENT AND PAYMENT

For this project, Item 9 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 9.2 "PLANS QUANTITY MEASUREMENT" is hereby revised to read as follows: Plans quantities may not represent the exact quantity of work performed or material moved, handled, or placed during the execution of the Contract. The estimated bid quantities are designated as final payment quantities.

ARTICLE 9.4 "PAYMENT FOR EXTRA WORK" is hereby revised to read as follows:

Extra work ordered, performed and accepted will be paid for in accordance with ARTICLE 42, "EXTRA WORK" of "Special Provisions for Construction".

ARTICLE 9.5 "FORCE ACCOUNT" is hereby deleted in its entirety.

ARTICLE 9.6 "PROGRESS PAYMENTS" is hereby deleted in its entirety and replaced by ARTICLE 36, "PROGRESS PAYMENTS AND RETAINAGE" of Section IV, "General Terms and Conditions".

ARTICLE 9.8 "FINAL PAYMENT" and ARTICLE 40, "FINAL PAYMENT" are hereby deleted in their entirety and replaced by ARTICLE 6(b), "PAYMENTS TO CONTACTOR, FINAL PAYMENT" of "Special Provisions for Construction".