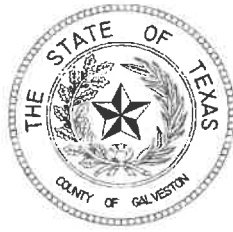


**GALVESTON COUNTY  
PURCHASING DEPARTMENT**



**REQUEST FOR PROPOSAL**

**RFP #B231035**

**FORT TRAVIS PARK RESTROOM REPLACEMENT**

**PROPOSAL DUE DATE: 11/16/2023**

**2:00 P.M.**

***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***



## **REQUEST FOR PROPOSAL FORT TRAVIS PARK RESTROOM REPLACEMENT GALVESTON COUNTY, TEXAS**

**Purpose:**

The County of Galveston is seeking a contractor to construct a prefabricated restroom building at Fort Travis Seashore Park in Port Bolivar, Texas. Galveston County has received a grant from the Texas General Land Office through the Coastal Management Program. The replacement of the restroom facility is necessary for visitors of one of the most popular parks on Bolivar. The restroom facility would be located at:

**Fort Travis Park  
900 TX-87  
Port Bolivar, TX 77650**

**Submittal Instructions:**

Sealed proposal statements in sets of **four (4), one (1) unbound single-sided original and three (3) single-sided copies**, will be received in the office of the Galveston County Purchasing Agent until **2:00 CDT, on Thursday, November 16, 2023**, and opened immediately in that office in the presence of Galveston County Auditor and the Purchasing Agent. Sealed proposal statements are to be delivered to Rufus G. Crowder, CPPO CPPB, Galveston County Purchasing Agent at the Galveston County Courthouse, 722 Moody, (21st Street), Floor 5, Purchasing, Galveston, Texas 77550, (409) 770-5372.

All proposals must be marked on the outside of the sealed envelope:

**RFP #B 231035**

**Fort Travis Park Restroom Replacement**

Proposer's name, return address, should be prominently displayed on the proposal package for identification purposes.

**PROCUREMENT TIMELINE**

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

Advertisement Solicitation (first date of publication)	Wednesday, October 11, 2023
Advertisement Solicitation (Second date of publication)	Wednesday, October 18, 2023
<b>Non-Mandatory Pre-Bid Conference</b>	<b>Wednesday October 25, 2023 at 10:00 AM</b>
<b>Deadline for Questions /Inquiries</b>	<b>Tuesday October 31, 2023 by 5:00 PM</b>
<b>Submission Deadline-RFP Opening</b>	<b>Thursday November 16, 2023 at 2:00 PM</b>

**Virtual Bid Opening:**

Interested parties may attend the Thursday, November 16, 2023 at 2:00 p.m. bid opening virtually by using the following link:

**<https://galvestoncountvtx.webex.com/galvestoncountvtx/j.php?MTID=m9b4e63b4e2cf573ea8e6b7018bc1d58e>**

**Non-Mandatory Pre-Bid Opening:**

Interested parties can attend the non-mandatory pre-bid Wednesday, October 25, 2023 at 10:00 a.m. conference virtually by using the following link:

**<https://galvestoncountytexas.webex.com/galvestoncountytexas/j.php?MTID=m305b68edfb1f576f821dead0e8742275>**

Specifications can be obtained at the office of the Galveston County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody, (21<sup>st</sup> Street), Floor 5, Purchasing, Galveston, Texas, 77550, or by visiting the Galveston County website @ <http://www.galvestoncountytexas.gov/county-offices/purchasing>

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

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:**

- **BID GUARANTEE:** Evidencing its firm commitment to engage in the contract if Bidder is selected for award of contract, each Bidder 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 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 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).
- **DAVIS-BACON WAGE RATES:**  
Davis-Bacon Wage Rates are requirements for this solicitation.  
Attention is called to the fact that not less than, the federally determined prevailing (Davis-Bacon and Related Acts) wage rates are required to be paid to laborers and mechanics. 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. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. In addition, contractors must be required to pay wages not less than once a week. 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. Please reference the General Provisions, item 69, Procurement Laws, sub-item 3, **Davis-Bacon Act as amended (40 U.S.C. 3141-3148)**.
- **DEBARMENT AND SUSPENSION:**  
To participate in this solicitation, respondent 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. 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.

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

Rufus G. Crowder, CPPO CPPB  
Purchasing Agent  
Galveston County

**GENERAL PROVISIONS**

**REQUEST FOR PROPOSAL  
FORT TRAVIS PARK RESTROOM REPLACEMENT  
GALVESTON COUNTY, TEXAS**

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## GENERAL PROVISIONS

### REQUEST FOR PROPOSAL FORT TRAVIS PARK RESTROOM REPLACEMENT GALVESTON COUNTY, TEXAS

**The Special Provisions and the General Provisions of this Request for Proposal 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.**

This solicitation is issued under the general guidance and mandates as referenced in the *Texas Local Government Code, SUBCHAPTER C. COMPETITIVE BIDDING IN GENERAL, Sec. 262.021. SHORT TITLE. This subchapter may be cited as the County Purchasing Act.*

Interested parties are requested to familiarize themselves with these provisions as well as the entire General and Special Provision sections of this document prior to participating and submitting a response to this request.

#### 1. RFP PACKAGE

*The Request for Proposal, General and Special provisions, drawings, specifications/line-item details, contract documents, addenda (if any), and the Proposal are all part of the Proposal package and Resultant Contract. **Proposals must be submitted in sets of four (4), one (1) unbound original, and three (3) copies, on the forms provided by the County if County forms are provided and shall include the Proposal sheets completed in their entirety and signed by an authorized representative by original signature. Failure to complete and sign the Proposal sheets/contract page(s) may disqualify the Proposal from being considered by the Commissioners' Court. Any individual signing on behalf of the Proposer expressly affirms that he or she is duly authorized to tender this Proposal and to sign the Proposal under the terms and conditions in this request for Proposal on behalf of the Proposer and to bind the Proposer to the terms and conditions of this request for Proposal and the Proposer's response hereto.***

*Proposer further understands that Proposers' 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 Proposal. If there are discrepancies between unit prices quoted and extensions, the unit price shall prevail.*

**Each Proposer is required to thoroughly review this entire Request for Proposal package to familiarize themselves with the Proposal procedures, the plans and specifications for the requested work, as well as the terms and conditions of the contract the successful Proposer will execute with the County.**

#### 2. PROPOSER'S RESPONSIBILITY

The Proposer must affirmatively demonstrate its responsibility. The Proposer 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 request for Proposal;
- 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.



## GENERAL PROVISIONS

### REQUEST FOR PROPOSAL FORT TRAVIS PARK RESTROOM REPLACEMENT GALVESTON COUNTY, TEXAS

#### 3. TIME FOR RECEIVING PROPOSALS

Proposals may be submitted by mail or hand delivery and **must be submitted only to the Galveston County Purchasing Agent**. If by delivery, the Proposer must deliver the Proposal 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**

Proposals will **not** be accepted by facsimile transmission or by electronic mail (email) unless superseded by instructions within the Special Provisions section of this solicitation. Proposals must be received by the County Purchasing Agent on or before the deadline for the opening of the Proposals. **For clarity, mailing date/postmark is not sufficient – Proposals must be received by the County Purchasing Agent on or before the deadline.** Late Proposals will not be accepted and will be returned to the Proposer unopened. Proposals received prior to the submission deadline will be maintained unopened until the specified time for opening.

The County Purchasing Agent will accept Proposals 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 Proposal was timely received.**

**The Proposer should prominently identify the procurement number and name on the outside of the envelope/ mailing package.** If the Proposer fails to identify the request for Proposal number and name on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the solicitation 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 Proposal.

If a Proposal is not submitted, return this Request for Proposal 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, **Proposers are to direct all communications regarding this Request for Proposal 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 Proposal of the firm found to be in non-compliance.

## GENERAL PROVISIONS

### REQUEST FOR PROPOSAL FORT TRAVIS PARK RESTROOM REPLACEMENT GALVESTON COUNTY, TEXAS

All questions regarding this Request for Proposal 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 Proposers by addendum. No inquiries except clarification of instructions will be addressed by telephone.

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

**An authorized person from the Proposer must sign the Proposal.** This signatory must be a person from the submitting firm who is duly authorized to tender and sign the Proposal on behalf of the Proposer and to bind the Proposer to the terms and conditions of this Request for Proposal, the Proposer's response, and all other terms and conditions of the contract. By this signature, the Proposer further acknowledges that the Proposer has read the request for Proposal and Proposal documents thoroughly before submitting a Proposal and will fulfill the obligations in accordance with the terms, conditions, and specifications detailed herein.

#### 5. PROPOSAL OPENING

The Purchasing Agent shall open the Proposals on the date and time specified herein. Proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and that keeps the Proposals secret during negotiations. The Purchasing Agent will examine Proposals promptly and thoroughly. **Upon opening, no Proposal may be withdrawn for a period of sixty (60) calendar days after the Proposal opening date.**

#### 6. WITHDRAWAL OF PROPOSAL / FIRM PROPOSAL RULE

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

#### 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.

## GENERAL PROVISIONS

### REQUEST FOR PROPOSAL FORT TRAVIS PARK RESTROOM REPLACEMENT GALVESTON COUNTY, TEXAS

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 PROPOSALS / DISQUALIFICATION

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

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

Proposers may be disqualified, and rejection of Proposals may be recommended to the Commissioners' Court for any of (but not limited to) the following causes:

- A. Failure to use the Proposal forms furnished by the County, if applicable;
- B. Lack of signature by an authorized representative of Proposer;
- C. Failure to properly complete the Proposal;
- 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 Department;
- E. Failure to meet the mandatory requirements of this request for Proposal; and/or
- F. Evidence of collusion among Proposers.

#### 9. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective Proposer to review the entire request for Proposal 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 Proposal procedures must be received in the Purchasing Agent's Office not less than seventy-two (72) hours prior to the time set for Proposal opening. Proposers are to submit their Proposal 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 Proposer 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. Proposer, by submission of its Proposal, certifies that if awarded any portion of this procurement, the Proposer will supply only material and equipment that is 100% asbestos free.

## GENERAL PROVISIONS

### REQUEST FOR PROPOSAL FORT TRAVIS PARK RESTROOM REPLACEMENT GALVESTON COUNTY, TEXAS

#### 11. EXCEPTIONS TO PROPOSAL CONDITIONS

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

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

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

#### 12. AWARDED PRICES

During the contractual period of the resultant contract, any prices submitted by the respondent shall include all costs to the County, including the material, delivery, current freight rate, state tax, or any other cost.

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.

Proposal pricing will be either lump sum or unit prices as shown on the Proposal sheets if included. The net priced items will be delivered to Galveston County, including all freight, shipping, and delivery charges. Galveston County is a tax-exempt local government of the State of Texas, therefore, no taxes shall be included with submitted pricing.

Cash discount must be shown on the Proposal, otherwise prices will be considered net. Unless prices and all information requested are complete, the Proposal 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 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 awarded company will accept payment via credit card (Visa, MasterCard, etc.), this should be notated in the Proposal submittal.

## GENERAL PROVISIONS

### REQUEST FOR PROPOSAL FORT TRAVIS PARK RESTROOM REPLACEMENT GALVESTON COUNTY, TEXAS

#### 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) calendar 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 Proposal.

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 the 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 Proposal. 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 Proposal or the duration exceed a period of sixty (60) calendar 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 PROPOSALS

A Proposer may modify a Proposal by letter at any time prior to the submission deadline for receipt of Proposals. Modification requests must be received by the Purchasing Agent prior to the submission deadline. Modifications made before opening time must be initialed by Proposer guaranteeing authenticity. Proposals 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.

#### 16. PRE-PROPOSAL CONFERENCE

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

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#### 17. SIGNATURE OF PROPOSALS

Each Proposal shall give the complete name of the Proposer and the mailing address of the Proposer 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 Proposal shall include the Proposer's Federal Employer Identification Number (FEIN). Failure to sign the Contract page(s) and Proposal response sheets may disqualify the Proposal from being considered by the County. The person signing on behalf of the Proposer expressly affirms that the person is duly authorized to tender the Proposal on behalf of the Proposer and to sign the Proposal sheets and contract under the terms and conditions of this Request for Proposal and to bind the Proposer hereto 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 PROPOSALS – EVALUATION CRITERIA AND FACTORS

The award will be made to the responsible Proposer whose Proposal is determined to be the lowest and best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Proposal. **The proposed cost to the County will be considered firm and cannot be altered after the submission deadline, unless the County invokes its right to request a best and final offer.**

"Lowest and best" means a Proposal 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 Proposal 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 Proposal for a contract for the purchase of road construction material, the Commissioners' Court may consider the pickup and delivery locations of the Proposers 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 Proposer if each of the selected Proposers submits the lowest and best Proposal for a particular location or type of material.

Each Proposer, by submitting a Proposal, agrees that if its' Proposal is accepted by the Commissioners' Court, the Proposer will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this Proposal, including but not limited to the best and final offer if applicable, and the 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 Proposal 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, 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's legal counsel prior to being signed by the County's authorized representatives.

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The County of Galveston reserves the right to accept Proposals on individual items listed, or group items, or on the Proposal as a whole; to reject any and all Proposals; to waive any informality in the Proposals; to disregard Proposals that are not submitted timely; to disregard the Proposals of Proposers determined to be not responsible; and to accept the Proposal 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 Proposal.

In determining and evaluating the best Proposal, the pricing component 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 County reserves the right to reject any or all Proposals in whole or in part received by reason of this Request for Proposal and may discontinue its efforts under this Request for Proposal 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 Proposer whose Proposal does not meet the mandatory requirements set forth in this request for Proposal will be considered non-compliant.**

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

Each Proposer, by submitting a Proposal, agrees that if its Proposal is accepted by the Commissioners' Court, such Proposer will furnish all items and services upon the terms and conditions in this request for Proposal and the resultant contract.

Notice of contract award is anticipated to be made within ninety (90) days of opening of Proposals to the lowest responsive and responsible contractor, whose Proposal complies with all the requirements in the request for Proposal.

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 37, 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 Proposer who is allegedly aggrieved in connection with this procurement 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

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through the Purchasing Agent. The decision of the 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 Proposer 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 Proposer 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 Proposal, Proposer expressly affirms that it has clearly and conspicuously marked any information within its submission that Proposer 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 Proposer has marked as confidential, proprietary, and /or trade secret, then the County agrees that it shall provide notice to the Proposer 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 Proposer to submit correspondence to the Attorney General if the Proposer wishes its information to be withheld. Proposer is deemed to have knowledge of the Public Information Act. **By the submission of its Proposal, Proposer expressly acknowledges that the burden to withhold its' information from public disclosure lays with the Proposer;** thus, Proposer further acknowledges and agrees that it shall submit comments to the Texas Attorney General in the request for decision process if Proposer wishes to have its' information withheld from public disclosure.

#### 21. PROPOSER'S E-MAIL ADDRESSES – CONSENT TO DISCLOSURE

Notwithstanding the foregoing Section 20, Proposer acknowledges and agrees that the confidentiality of all email addresses Proposer uses or discloses in communicating with the County are **open** to the public in accordance with Section 552.137 of the Government Code and Proposer consents to the release of its email addresses.

#### 22. RESULTANT CONTRACT

**Proposer should submit a proposed contract / agreement with its response, or its sample material terms and conditions for review and consideration.**

It is the intent of this solicitation to enter a contract that meets State and Federal guidelines. It is imperative that all responders seeking a contract under this solicitation effort, familiarize and adhere to the requirements of the General Provisions, Special Provisions, and 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 referenced in the General Provisions section of this solicitation.

The resultant contract consists of the following documents: Request for Proposal, General Provisions, Special Provisions, General Terms and Conditions (including specifications, drawings, and addenda), Proposer's Proposal, Proposal Sheets, contract award, and any other documents referenced herein or



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attached hereto for the work. Collectively these documents may also be referred to as the Plans and Specifications.

The Galveston County Commissioners Court, and/or authorized designees will be responsible for negotiating with the successful contractor, the scope of work, the standards of performance, the specific technology provided, and the support services required for the proposed projects. All contractual amendments will be processed in accordance with Galveston County Purchasing Policies and Procedures.

Amendments will also be brought to Galveston County Commissioners' Court for approval as deemed necessary. The approval process serves to ensure the project technology and/or service is within the scope of the resultant contract, and that pricing meets the agreed upon pricing methodology as specified in the contract, and that funds are available.

Proposer 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, solicitation 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 Proposal, Proposer must sign three (3) original contracts and return all three with their Proposal submittal.

The Contractor shall procure all permits, licenses, certificates, or any such approvals of plans or specifications as may be required by federal, state, and local laws, ordinances, rules, and regulations, for the proper execution and completion of the work under the resultant agreement.

The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on County property by the contractor.

The resultant agreement is considered a non-exclusive agreement between the parties.

The successful contractor hereby certifies that this agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted Proposals for the Work covered by

The resultant agreement and is in all respects fair and without collusion or fraud. As to Contractor, the successful contractor hereby warrants and certifies that he/she is authorized to enter into this agreement and to execute same on behalf of the Contractor as the act of the said Contractor.

The agreement, including the General and Special Conditions and all amendments or addenda issued by the county, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of the resultant agreement shall be deemed to exist or to bind either party hereto.

***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.***

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#### 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. 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.

#### 25. 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 Proposer of the provisions of the contract shall be issued by the County through its Legal counsel, and all replies shall be made in writing to the County's legal counsel. Notices issued by or issued to anyone other than the County's legal counsel 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 Proposals or further negotiations. At a minimum, Proposer 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 Proposer.

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 Proposer:

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

#### **26. 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 Proposer should this contract be terminated early.

#### **27. 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.

#### **28. ESTIMATED QUANTITIES**

Any reference to quantities shown in the request for Proposal 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.

#### **29. CONTRACTOR INVESTIGATION**

Before submitting a Proposal, each Proposer 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. Proposer 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 Proposer receives an award as a result of its Proposal submission in this procurement, the Proposer's failure to have made such investigations and examinations will in no way relieve the Proposer 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.

#### **30. NO COMMITMENT BY COUNTY OF GALVESTON**

This request for procurement 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 Proposal in response to this request for Proposal and does not commit the County of Galveston to procure or contract for services or supplies.

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#### **31. PROPOSAL COSTS BORNE BY PROPOSER**

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

#### **32. BEST AND FINAL OFFERS (BAFO)**

In acceptance of Proposals, the County reserves the right to negotiate further with one or more of the Proposers as to any features of their Proposals and to accept modifications of the work and price when such action will be in the best interest of the County. This includes, but is not limited to, the solicitation of a Best and Final Offer from one or more of the Proposers. If a Best and Final Offer is invoked, this allows acceptable Proposers the opportunity to amend, change, or supplement their original Proposal. Proposers may be contacted in writing by the Purchasing Agent, requesting that they submit their Best and Final Offer. Any such Best and Final Offer must include discussed and negotiated changes.

#### **33. SINGLE PROPOSAL RESPONSE**

If only one Proposal is received in response to the request for Proposal, a detailed cost Proposal may be requested of the single Proposer. A cost/price analysis and evaluation and/or audit may be performed of the cost Proposal to determine if the price is fair and reasonable.

#### **34. CHANGES IN SPECIFICATIONS**

If it becomes necessary to revise any part of this Request for Proposal, a written notice of such revision will be provided to all Proposers 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 Proposers in a written addendum from the Purchasing Agent. Proposers are advised to inquire prior to the submission deadline as to whether any addenda to this request for Proposal have been issued, as the successful Proposer 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 Proposals. 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 request for proposal 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 Proposals may be postponed by such number of days as in the opinion of the County shall enable prospective contractors to revise their Proposals. In any case, the Proposal 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 Proposals.

#### **35. PROPOSAL 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 Proposal.

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#### 36. PROPOSAL DISCLOSURES

While this procurement is pending, the names of those who submitted Proposals will not be made public unless in conformity with the County Purchasing Act. Likewise, no pricing, staffing, or other contents of the Proposal information will be released unless in conformity with the County Purchasing Act. Proposers are requested to withhold all inquiries regarding their Proposal 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 Proposal was received - violations of this provision may result in the rejection of a Proposal.

#### 37. 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, and its agents and 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.

#### 38. REQUIREMENT OF AND PROOF OF INSURANCE

The successful Proposer 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

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standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions ensuring 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 Proposer that the contract is being activated as written proof of such insurance and further provided that Proposer 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 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 Proposer 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 Proposer. Current insurance certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful Proposer to the County.**

Insurance is to be placed with insurers having a Best rating of no less than A. The Proposer 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 Proposer 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 Proposer 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. Proposer 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

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claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Proposer.

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

**Subrogation Waiver.** Proposer and Proposer'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 Proposer's performance under this agreement.

#### **39. PROPOSAL GUARANTEE**

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

Evidencing its firm commitment to engage in 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 Proposer's bond (generally, a Proposal bond) in the amount of five percent (5%) of the total contract price. If Proposer is using a bond, then the bond must be executed with a surety company authorized to do business in the State of Texas. Failure to furnish the Proposal guarantee in the proper form and amount, by the time set for opening of Proposals may be cause for rejection of the Proposal.

The cashier's check or Proposer bond (as applicable) will be returned to each respective unsuccessful Proposer(s) after the Commissioners' Court award of contract and shall be returned to the successful Proposer upon the completion and submission of all contract documents. Provided however, that the cashier's check or Proposer bond will be forfeited to the County as liquidated damages should successful Proposer fail to execute the contract within thirty (30) days after receiving notice of the acceptance of its Proposal.

#### **40. PERFORMANCE AND PAYMENT BONDS (if required)**

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 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

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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 Proposal 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. Proposer should familiarize itself with the entire provisions of Chapter 2253 of the Texas Government Code.

#### 41. PATENT AND COPYRIGHT PROTECTION

The Proposer agrees at its sole expense to protect the County from claims involving infringement of patents, copyright, trademark, trade secret, or other intellectual property rights. **Proposer 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.** Proposer also agrees that if Proposer is awarded this contract, that no work performed hereunder shall be subject to patent, copyright, or other intellectual property by Proposer.

#### 42. CONFLICT OF INTEREST DISCLOSURE REPORTING (FORM CIQ)

Proposer 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 Proposer 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 Proposer 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 Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

**Gift-giving.** If Proposer 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



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one-hundred dollars (\$100.00) 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.

**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 Proposer has a “family relationship” with a local government officer of Galveston County then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County, regardless of whether Proposer 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 Proposer 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.

Proposer 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

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 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.galvestoncountvtx.gov>.

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 of the Local Government Code. 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, and the failure to file may be grounds to void the contract, if Proposer is awarded a contract.

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If Proposer has any questions about compliance with Chapter 176, Proposer 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.

#### **43. 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.**

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

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

Proposer 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 uncurd 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

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applicable, the State, FEMA, or HUD (as applicable), and other Federal and State entities. Further, Proposer 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 Proposal.

**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 Proposer's Proposal and is a mandatory requirement of this request for Proposal. Proposer's failure to include the fully completed and executed original of this Certification shall be considered non-compliance with the requirements of this request for Proposal and grounds for the rejection of Proposer's Proposal.**

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 Proposer 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 Proposer unless and until such registration is current and in good standing under SAM. If this contract involves the use of Federal funds, then Proposer 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 Proposer's response to this procurement (i.e., Proposal, Proposal, or qualifications statement, as applicable).

#### 45. TRANSACTIONS WITH TERRORIST ORGANIZATIONS PROHIBITED

(Texas Government Code 2252.151; 2252.152) Prohibition on contracts with certain companies per Government Code 2252.151 Definitions:

- (1)“**Company**” has the meaning assigned by Section 806.001.
- (2)“**Foreign terrorist organization**” means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.
- (3)“**Governmental contract**” means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project for a purchase of supplies, materials, or equipment.

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The term includes a contract to obtain a professional or consulting service subject to Government Code, Chapter 2254.

(4) "Governmental entity" has the meaning assigned by Government Code, Section 2252.001.

Pursuant to Chapter 2252, Texas Government Code, Contractor shall certify that, at the time of execution of this Contract, neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (1) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (2) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

#### 46. VERIFICATION NOT TO BOYCOTT ISRAEL

Prohibition on contracts with companies boycotting Israel per Government Code 2271.001 Definitions:

(1) "Boycott Israel" has the meaning assigned by Section 808.001.

(2) "Company" has the meaning assigned by Section 808.001; except that the term does not include a sole proprietorship.

(2) "Governmental entity" has the meaning assigned by Government Code, Section 2251.001.

PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that:

(1) is between a governmental entity and a company with 10 or more full-time employees; and

(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract.

As required by GOVERNMENT CODE, CHAPTER 2271, **CONTRACTOR hereby verifies that it does not boycott Israel and will not boycott Israel throughout the term of this Agreement.** For the purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

#### 47. 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.

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#### 48. CONTROLLING LAW AND VENUE

Proposer 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.

#### 49. MERGERS, ACQUISITIONS

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

If subsequent to the award of any contract resulting from this request for Proposal the Proposer shall merge or be acquired by another firm, the following documents must be submitted to the County:

- A. Corporate resolutions prepared by the awarded Proposer 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, Proposer is required to provide the County with notice of any anticipated merger or acquisition as soon as Proposer has actual knowledge of the anticipated merger or acquisition. The New Proposer'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.

#### 50. 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. Proposer 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 Proposer attributed to these delays, should any occur. In addition, Proposer 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.

#### 51. ACCURACY OF DATA

Information and data provided through this request for Proposal are believed to be reasonably accurate.

#### 52. SUBCONTRACTING/ASSIGNMENT

Proposer 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 Proposer of any of its responsibilities under this contract.

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#### 53. INDEPENDENT CONTRACTOR

Proposer 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 Proposer or Proposer's subcontractors perform in providing the requirements stated in the request for Proposal.

#### 54. MONITORING PERFORMANCE

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

#### 55. 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.

#### 56. 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 Proposer 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.

#### 57. 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 Proposal process, whether it's done for kickbacks, friendship or any other reason. Since misuse of the 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.

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#### **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 Proposal 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 to any person associated therewith, as an inducement for the award of a contract, subcontract or order.

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**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:**

Proposer represents and warrants, by signing and submitting its Proposal, 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.

#### 58. NON-COLLUSION AFFIDAVIT

Proposer certifies, by signing and submitting a Proposal, that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal 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 Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham Proposal or that anyone shall refrain from proposing; that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the Proposal price of the contractor or any other Proposer, or to fix any overhead, profit or cost element of the Proposal 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 Proposal are true; and further, that the contractor has not, directly or indirectly, submitted his or her Proposal 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, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

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



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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 request for Proposal.

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 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.

#### 59. CERTIFICATION REGARDING LOBBYING – COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 871

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

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, 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 Proposer shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.**
- c. Proposer shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 the certification is a prerequisite for making or entering into a contract with Proposer 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.

**The truthful and fully completed and executed original of the Certification Regarding Lobbying (included with Proposal packet) must be included with the submission of Proposer's Proposal and is a mandatory requirement of this request for Proposal. Proposer's failure to include the fully completed and executed or original of this Certification shall be considered non-compliant with the requirements of this request for Proposal and grounds for the rejection of the Proposer's Proposal.**

#### 60. NON-DISCRIMINATION

- a. **Equal Employment Opportunity:** Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, genetic information or veteran status. Proposer 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,

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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. Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices of employment.

Proposer will, in all solicitation or advertisements for employees placed by or on behalf of Proposer, 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. Proposer 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.

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

- b. Drug Free Work Place Act: Proposer 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: Proposer 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: Proposer 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: Proposer agrees to comply with all requirements of the U.S. Immigration Reform and Control Act of 1986, as amended, and any implementing regulations thereto. Proposer further agrees to utilize the E-Verify system through the Department of Homeland Security on its employees. Proposer 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 Proposer 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: Proposer agrees to comply with all other State and Federal laws and regulations applicable to the provision of services under this contract.
- g. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

#### 61. RECORD RETENTION AND RIGHT TO AUDIT

Proposer 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, Proposer shall allow the County reasonable access to the records in Proposer'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 Proposer shall also allow reasonable access to representatives of the Office of Inspector

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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 Proposer 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.

#### 62. 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:

- (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:

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- (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.

#### **63. ASSURANCES FOR CONSTRUCTION PROGRAMS - TEXAS GENERAL LAND OFFICE (GLO)**

The County is subject to Federal and State laws and regulations of the United States and The Texas General Land Office (GLO). Pursuant to these requirements, the County must have its contractors provide required assurances on compliance with non-discrimination by itself and its subcontractors. These 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:

- (1) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- (2) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- (3) Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of

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alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

- (4) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- (5) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- (6) Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (7) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- (8) Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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- (9) Will comply, as applicable, with the provisions of the Davis- Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally assisted construction sub agreements.
- (10) Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (11) Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205).
- (12) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (13) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
- (14) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- (15) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
- (16) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

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#### 64. GENERAL AFFIRMATIONS – TEXAS GENERAL LAND OFFICE (GLO)

To the extent they apply, affirms, and agrees to the following, without exception:

1. represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither nor the firm, corporation, partnership, or institution represented by , or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as .
2. If the Contract is for services, shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.
3. Under Section 231.006 of the Family Code, the vendor or applicant  certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
4. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. certifies it has submitted this information to the GLO.
5. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
6. Pursuant to Section 2155.003 of the Texas Government Code, represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
7. Payments due under the Contract shall be directly applied towards eliminating any debt or delinquency owes to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.
8. Upon request of the GLO, shall provide copies of its most recent business continuity and disaster recovery plans.
9. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, certifies that it does not employ an individual who has been employed by The GLO or another agency at any time during the two years preceding the 's submission of its offer to provide consulting services to the GLO or, in the alternative, , in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date

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the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.

10. If the Contract is not for architecture, engineering, or construction services, except as otherwise provided by statute, rule, or regulation, must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.
11. If the Contract is for architecture, engineering, or construction services, subject to Texas Government Code, Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.
  - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if the 's claim for breach of contract cannot be resolved by the parties in the ordinary course of business, may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against the as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount the seeks as damages; and (3) the legal theory of recovery.
  - b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with the in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
  - c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the parties shall reduce the agreement or settlement to writing and each party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a party's rights under this Contract as to the parts of the claim that are not resolved.
  - d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the parties agree in writing to an extension of time, the parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is the 's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the parties are unable to resolve their disputes as described in this section.
  - e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available



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to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.

- f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.
12. If Texas Government Code Chapter 2270 prohibiting state contracts with companies boycotting Israel applies to and this Contract, then verifies it does not boycott Israel and will not boycott Israel during the term of this Contract.
13. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. understands that all obligations of the GLO under this Contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.
14. certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
15. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
16. represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
17. Pursuant to Section 2155.004(a) of the Texas Government Code, certifies that neither nor any person or entity represented by has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that the Contract may be terminated, and payment withheld if this certification is inaccurate. This Section does not prohibit from providing free technical assistance.
18. represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
19. If the Contract is for professional or consulting services governed by Texas Government Code Chapter 2254, represents and warrants that none of its employees including, but not limited to, those authorized

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to provide services under the Contract, were former employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the Contract.

20. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the GLO.
21. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, , TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.
22. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, , TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO 'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO , OR ANY OTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.
23. TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY

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RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR 'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF 'S PERFORMANCE UNDER THE CONTRACT. AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.

24. has disclosed in writing to the GLO all existing or potential conflicts of interest relative to the performance of the Contract.
25. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated, and payment withheld if this certification is inaccurate.
26. understands that the GLO will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, shall make any information created or exchanged with the State/GLO pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State or the GLO.
27. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of and legally empowered to contractually bind to the terms and conditions of the Contract and related documents.
28. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and

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- (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.
29. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
30. certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
31. expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, represents and warrants to the GLO that any technology provided to the GLO for purchase pursuant to this Contract is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: providing equivalent access for effective use by both visual and non-visual means; presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this Section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.
32. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
33. Pursuant to Section 572.069 of the Texas Government Code, certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving within two (2) years after the date that the contract is signed, or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
34. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate

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actions will be taken. shall report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO's Fraud Reporting hotline at (877) 888-0002.

35. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and agrees that the Contract can be terminated if knowingly or intentionally fails to comply with a requirement of that subchapter.
36. If, in its performance of the Contract, has access to a state computer system or database, must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. must verify in writing to the GLO its completion of the cybersecurity training program.
37. Under Section 2155.0061, Texas Government Code, certifies that the entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

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

Pursuant to Title 5, Section 231.006 of the Texas Family Code, as applicable, Proposer 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. Proposer 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. Finally, by the submission of its Proposal, the Proposer certifies that it has included the names and social security numbers of each person with at least 25% ownership interest in Proposer within its response to the request for Proposal and that all such persons are current in child support payments.

**66. ANTITRUST**

Pursuant to 15 U.S.C. § 1, et seq., and Texas Business and Commerce Code, Chapter 15, Contractor, by the submission of its Proposal, 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.

**67. LABOR STANDARDS**

On contracts funded under a federal grant: Proposer acknowledges that the contract to be awarded pursuant to this solicitation is on a grant program funded with Federal funds. Proposer 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. Proposer 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.

**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.**

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

The Office of Management and Budget (OMB) revised the Uniform Guidance for grants (2 C.F.R. part 200) on August 13, 2020. This was the first major updating of the Uniform Guidance since 2014.

**Effective Date:**

- The full suite of changes became effective November 12, 2020. They will apply to all new Grants to States awards issued after that date, including the FY2021 awards.

**Procurement:**

New provisions for procurements by States (2 C.F.R. § 200.317):

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When procuring property and services under an award, a State will continue to follow the same policies and procedures it uses for procurement from its non-Federal funds. A State must now also comply with §§ 200.321 (contracting with small and minority businesses, women's business enterprises, and labor surplus area firms) and 200.322 (domestic preferences for procurements); and continue to comply with § 200.323 (procurement of recovered materials).

New provisions for all other non-Federal entities, including subrecipients of a State:

The OMB explains in the Aug. 13, 2020, Federal Register notice for the Uniform Guidance revisions, the following changes were made to 2 C.F.R § 200.320 (methods of procurement):

- The procurement types are now grouped into three categories:
  - (1) Informal (micro-purchase, small purchase);
  - (2) Formal (sealed Proposals, proposals); and
  - (3) Non-Competitive (sole source).

The micro-purchase threshold is raised from \$3,500 to \$10,000. Micro-purchase thresholds higher than \$10,000 are based on certain conditions that include a requirement to maintain records for threshold up to \$50,000 and a formal approval process by the Fed. Govt. for threshold above \$50,000.

More specifically, for Grants to States:

- (1) the subrecipient may self-certify an increase of the micro-purchase threshold up to \$50,000 (based on certain requirements).
- (2) micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. (for details, see 2 C.F.R § 200.320 (a) (1) (iii) and (iv)).

The simplified acquisition threshold is raised from \$150,000 to \$250,000.

Two contract clauses were added to Appendix II of 2 C.F.R. Part 200. In addition to the previous contract clauses contained in the 2014 version of Appendix II of 2 C.F.R. Part 200, FEMA award recipient and subrecipient contracts and purchase orders must now include contract provisions for *Domestic Preferences for Procurements* (2 C.F.R. 200.322) and the *Prohibition on Contracting for Covered Telecommunications or Services* (2 C.F.R. 200.316)

#### **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 subrecipients 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

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#### **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 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.



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(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.

(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

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Proposals 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 Proposals 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 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 Proposals 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 Proposers from qualifying during the solicitation period.

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

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#### **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 Proposals (formal advertising). Proposals are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible Proposer whose bid, conforming with all the material terms and conditions of the Request for Proposals, 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 Proposers 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 Proposer can be made principally on the basis of price.

(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 Proposer 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 Proposer. 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.

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(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]

(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:

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- (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

#### **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.

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(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.

(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 Proposer 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.**

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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 Proposer 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 Proposer will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (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

#### **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 affected 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

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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 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



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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

**DOMESTIC PREFERENCES FOR PROCUREMENTS** *(All State and non-State entity purchase orders must adhere to the following)*

#### **§ 200.322 Domestic preferences for procurements.**

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS OR SERVICES**  
*(Effective August 13, 2020 for new, extended, or renewed procurements under all open FEMA awards)*

#### **§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou

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Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(c) See also § 200.471.

## 69. PROCUREMENT LAWS

- a. Proposer shall comply with all applicable local, State, and Federal 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 applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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- (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 original, 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
  - (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:

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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.
  - (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

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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.

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.

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- (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 933 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. Proposer 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 Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- 9.) **Domestic Preferences for Procurements (2 C.F.R. § 200.323)**
- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (c) For purposes of this section:
- (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

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(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### 10.) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. (2 C.F.R. § 200.216)

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (2) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. 200.216, 200.327, 200.471, and Appendix II to C.F.R. Part 200, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

#### 11.) Procurement of Recovered Materials (2 C.F.R. § 200.323)

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- (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).

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.

- (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.

- (e) 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 63 of General Provisions and provisions on the same subject elsewhere within this procurement, the most stringent shall control.

#### 70. SECTION 3 CLAUSE (§ 135.38) – HOUSING AND URBAN DEVELOPMENT (HUD)

##### SECTION 3 ACT OF 1968 (12 U.S.C. 1701u and 24 CFR Part 135)

**DISCLAIMER: THIS CONTRACT [IS NOT] HUD-FUNDED AND THEREFORE SECTION 3 [DOES NOT] APPLY TO THIS CONTRACT.**

For any HUD-funded contract with a value in excess of \$100,000, Contractor and subcontractors must comply with the Section 3 Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Section 3 is triggered when the normal completion of construction and rehabilitation projects creates the need for new employment, contracting, or training opportunities.

For any Section 3 Covered Contracts, Contractor and subcontractors must comply with all provisions of the Section 3 Act of 1968, contained under 24 CFR 135. Contractor and subcontractors must include the Section 3 Clause in its entirety, in every subcontract subject to compliance with regulations in 24 CFR 135.

Contractor and subcontractors must assure that to the greatest extent feasible, contracts for work to be performed in connection with the project are awarded to Section 3 Business Concerns. Contractor and subcontractors must post



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all new hire opportunities with the local Workforce Solutions Center and/or Work-in-Texas, in accordance with 24 CFR 135. The minimum numeric goals for Section 3 utilization are:

- 30 percent of total number of new hires are Section 3 Residents (i.e. 1 out of 3 new hires); 10 percent of all awarded construction contracts are awarded to Section 3 Business Concerns;
- 3 percent of all awarded non-construction contracts are awarded to Section 3 Business Concerns.

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and sub contracts shall be given to Indian organizations and Indian-owned Economic

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Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section

#### 71. REQUIRED CONTRACT PROVISIONS

The Part 200 Uniform Requirements require that non-Federal entities' contracts contain the applicable provisions described in Appendix II to Part 200 — "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards." Violations of law will be referred to the proper authority in the applicable jurisdiction. All Prime Contractors awarded contracts by Galveston County which are federally funded, in whole or in part, are required to comply with the provisions below. Additionally, Prime Contractors with Galveston County are required to include the provisions below in any contracts executed with subcontractors performing the scope of work and shall pass these requirements on to its subcontractors and third-party contractors, as applicable. In addition to other provisions required by the relevant Federal agency, State of Texas, or Galveston County, all contracts made by Galveston County under the Federal award shall contain provisions covering the following, as applicable.

#### **ACCESS TO RECORDS & RECORD RETENTION (2 CFR 200.336)**

Contractor must provide Galveston County, the State of Texas, the Texas General Land Office (GLO), the U.S. Department of Housing and Urban Development (HUD), the FEMA Administrator, the Inspectors General, the Comptroller General of the United States, or any of their pass-through entities or authorized representatives access to any books, documents, papers, and records of the Contractor and its subcontractors which are directly pertinent to this contract/project for the purposes of making/responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. Contractor must keep records within Galveston County or note in bid that records will be available within the boundaries of Galveston County to those representatives within twenty-four (24) hours of request by the County. Contractor must maintain all records pertaining to the project for seven (7) years after receiving final payment and after all other pending matters have been closed.

#### **ACCESSIBILITY (24 CFR 570.614) & SECTION 504 (29 U.S.C. Section 794 and 24 CFR Parts 8-9)**

Contractor shall comply with all federal, state and local laws and regulations which prohibit recipients of federal funding from discriminating against individuals with disabilities. Applicable laws and regulations with which Contractor shall comply shall include, but are not limited to, the following: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9); Title II of the Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157); the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 and Appendix A to 41 CFR Part 101-19, subpart 101-19.6); the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225); Texas Administrative Code, Title 10, Chapter 60, Subchapter (B) the Texas Architectural Barriers Act (TABAA); the Architectural Barriers (AB) Rules; and the Texas Accessibility Standards (TAS).

#### **BYRD ANTI-LOBBYING AGREEMENT (2 CFR 200 APPENDIX II (J) AND 24 CFR 570.303)**

Pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the contract term funding to contract exceeds \$100,000.00, the Contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying." 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.

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#### **CIVIL RIGHTS ACT OF 1964 (Title VI 42 U.S.C. § 2000d)**

Title VI of the Civil Rights Act of 1964, Section 109 of the Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9), and the Americans with Disabilities Act of 1990 (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), prohibits Contractors from excluding or denying individuals benefits or participation in this project on the basis of race, color, religion, national origin, sex, or disability. The provisions require that no person in the United States shall on the ground of race, color, religion, national origin, sex, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to these Acts.

For purposes of this Part “program or activity” is defined as any function conducted by an identifiable administrative unit of the recipient, or private Contractor receiving community development funds or loans from the recipient. “Funded in whole or in part with community development funds” means that community development funds in any amount in the form of grants or proceeds from HUD guaranteed loans have been transferred by the recipient or a subrecipient to an identifiable administrative unit and disbursed in a program or activity. A Contractor may not, under any program or activity to which the regulations of this Part may apply directly or through contractual or other arrangements, on the grounds of race, color, national origin, or sex:

- a. Deny any facilities, services, financial aid or other benefits provided under the program or activity;
- b. Provide any facilities, services, financial aid or other benefits, which are different, or are provided in a different form from that provided to others under the program or activity;
- c. Subject to segregated or separate treatment in any facility in, or in any matter of process related to receipt of any service or benefit under the program or activity;
- d. Restrict in any way access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity;
- e. Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services or other benefit provided under the program or activity; and
- f. Deny an opportunity to participate in a program or activity as an employee.

#### **CLEAN AIR ACT (2 CFR Appendix II to Part 200 (G))**

Pursuant to 2 CFR Appendix II to Part 200 (G), if at any time during the contract term funding to contract exceeds \$150,000, the Contractor must comply with all provisions of the Clean Air Act (42 U.S.C. 85) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contractors securing a contract in excess of \$150,000.00 shall not expend such funds by making use of subcontracting with facilities included on the Environmental Protection Agency List of Violating Facilities as per Section 306 of the Clean Air Act, Section 508 of The Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations 40 CFR. For any subcontractors under this contract receiving contracts in excess of \$150,000 Contractor is required to include a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 85) and Section 308 Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR Appendix II to Part 200 (E))**

Pursuant to 2 CFR 200 Appendix II (E), if at any time during the contract term funding to contract exceeds \$100,000, the Contractor must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where

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applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence

- (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 section the contractor and any subcontractor responsible therefore 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 section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from 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 section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

COPELAND “ANTI-KICKBACK” ACT (40 U.S.C. 3145)

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Pursuant to 2 CFR Appendix II to Part 200 (D). Contractor must comply with the provisions of 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 vendor, contractor, subcontractor, or subrecipient shall 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. Contractor shall include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Galveston County shall report all suspected or reported violations to the Federal awarding agency.

**COST PLUS CONTRACTING PROHIBITED (2 CFR 200.323(D))**

Cost-plus-a-percentage-of-cost (CPPC) contracts are prohibited by 2 CFR 200.323(d). The cost plus a percentage of cost and percentage of construction cost methods of contracting must never be used, including in subcontracts and third-party contracts. A cost-plus contract is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead.

A cost-plus-a-percentage-of-cost (CPPC) contract is a contract containing some element that obligates Galveston County or Contractor to pay a contractor or subcontractor an amount (in the form of either profit or cost), undetermined at the time the contract was made, to be incurred in the future, and based on a percentage of future costs. The inclusion of an overall contract ceiling price does not make these forms of contracts acceptable. This type of contract is prohibited because there is no incentive for the contractor or subcontractor to keep its incurred costs low. Instead, there is a reverse incentive for the contractor or subcontractor to continue to incur additional costs in order to continue to drive the percentage of cost up. In other words, increased spending by the contractor will yield higher profits. This prohibition applies to all work, regardless of the circumstances, and applies to subcontracts of the contractor cases where the prime contract is a cost-reimbursement type contract or subject to price redetermination.

**DAVIS BACON AND RELATED ACTS (2 CFR 200 APPENDIX II (D))**

Pursuant to 2 CFR 200 Appendix II (D), for any contract in excess of \$2,000, Contractor must comply with the Davis Bacon and Related Acts, and the requirements shall be applicable to any labor or mechanic work completed in connection with this contract which fall under the Davis Bacon Act. Any Contractor awarded under this contract is required to comply 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) and with the Copeland “Anti-Kickback” Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3). In accordance with the statute, Contractors are 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.

If Davis Bacon is applicable, Galveston County will provide a copy of the current Davis Bacon Wage Decision with the solicitation. The decision to award a contract or subcontract shall be conditioned upon the acceptance of the wage determination. Contractor shall submit certified payroll of contractor and all subcontractors on a weekly basis in the format required by the County. At County’s request, Contractor shall make available and shall require its subcontractors to make available, copies of cancelled checks and check stubs for comparisons by the County or its agents.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii)) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following. The Statement of Compliance can be found on page 2 of the WH-347 form, and/or additional certifications of compliance may be required by Galveston County. Any Statement of Compliance is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing the statement should have knowledge of the facts represented as true. Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Galveston County shall report all suspected or reported violations to the Federal awarding agency, as applicable.

#### **DEBARMENT / SUSPENSION AND VOLUNTARY EXCLUSION (2 CFR Appendix II to Part 200 (I))**

Pursuant to 2 CFR Appendix II to Part 200 (I), a Contract meeting the definition in 2 C.F.R. § 180.220 must not be made to parties listed on the System for Award Management (SAM) Exclusion lists, 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.

Pursuant to Executive Orders 12549 and 12689, a contract award shall 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 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235). 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. A contract award must not be made to parties listed in the SAM Exclusions. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov).

Additionally, no contracts shall be awarded to any Contractor that has been debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted.

This contract is a covered transaction for purposes of compliance with Title 2 C.F.R. parts 180 and 3000, and as such the Contractor is required to verify that none of the contractor, its principals (as defined at 2 C.F.R. § 180.995), or its affiliates (as defined at 2 C.F.R. § 180.905) are excluded (as defined at 2 C.F.R. § 180.940) or disqualified (as defined at 2 C.F.R. § 180.935). These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities (See 2 C.F.R Part 200, Appendix II). The Contractor must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C and shall include this requirement and similar certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

The Contractor confirms that it is eligible or otherwise not disqualified or prohibited from participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension. Additionally, the Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the following: Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG

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Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Galveston County reserves the right to verify any contractor's status and document instances of debarment, suspension, or other ineligibility.

Contractor shall verify that all subcontractors performing work under this Contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. The Contractor further must notify Galveston County in writing immediately if Contractor or its subcontractors are not in compliance with Executive Order 12549 during the term of this contract. Contractor shall include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

If it is found that the Contractor did not comply or is not in compliance with Executive Order 12549 (2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C), the Contractor may be subject to available remedies, including but not limited to, refunding Galveston County for any payments made to the Contractor while ineligible, and also acknowledges that the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

#### **EQUAL EMPLOYMENT OPPORTUNITY (41 CFR 60-1.4(b) and 2 CFR 200 APPENDIX II (C))**

Contractor must comply with, and incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the Equal Employment Opportunity provisions as follows:

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, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon



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contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate legal proceedings. Contractor must include the equal opportunity clause in each of its nonexempt subcontracts, and to require all non-exempt subcontractors to include the equal opportunity clause in each of its nonexempt subcontracts.

**EQUAL EMPLOYMENT OPPORTUNITY FOR WORKERS WITH DISABILITIES (48 CFR 52.22236)**  
During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for Workers with Disabilities provisions.

Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

- a. Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.
- b. Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

**EQUAL EMPLOYMENT OPPORTUNITY FOR VEVRAA PROTECTED VETERANS (41 CFR 60.300)**

Galveston County is an equal opportunity employer of protected veterans. During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for VEVRAA Protected Veterans provisions. Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

- a. The definitions set forth in 41 CFR 60-300.2 apply to the terms used throughout this Clause, and they are incorporated herein by reference.
- b. The contractor shall not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active-duty wartime or campaign badge veteran, or Armed Forces service medal veteran (hereinafter collectively referred to as "protected veteran(s)") in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices, including the following:
  - i Recruitment, advertising, and job application procedures.
  - ii Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.

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- iii Rates of pay or any other form of compensation and changes in compensation.
  - iv Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
  - v Leaves of absence, sick leave, or any other leave.
  - vi Fringe benefits available by virtue of employment, whether or not administered by the contractor.
  - vii Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.
  - viii Activities sponsored by the contractor including social or recreational programs.
  - ix Any other term, condition, or privilege of employment.
- c. The contractor shall immediately list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, with the appropriate employment service delivery system where the opening occurs. Listing employment openings with the state workforce agency job bank or with the local employment service delivery system where the opening occurs will satisfy the requirement to list jobs with the appropriate employment service delivery system. In order to satisfy the listing requirement described herein, contractors must provide information about the job vacancy in any manner and format permitted by the appropriate employment service delivery system which will allow that system to provide priority referral of veterans protected by VEVRAA for that job vacancy. Providing information on employment openings to a privately run job service or exchange will satisfy the contractor's listing obligation if the privately run job service or exchange provides the information to the appropriate employment service delivery system in any manner and format that the employment service delivery system permits which will allow that system to provide priority referral of protected veterans.
- d. Listing of employment openings with the appropriate employment service delivery system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.
- e. Whenever a contractor, other than a state or local governmental contractor, becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the employment service delivery system in each state where it has establishments that: (a) It is a Federal contractor, so that the employment service delivery systems are able to identify them as such; and (b) it desires priority referrals from the state of protected veterans for job openings at all locations within the state. The contractor shall also

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- provide to the employment service delivery system the name and location of each hiring location within the state and the contact information for the contractor official responsible for hiring at each location. The “contractor official” may be a chief hiring official, a Human Resources contact, a senior management contact, or any other manager for the contractor that can verify the information set forth in the job listing and receive priority referrals from employment service delivery systems. In the event that the contractor uses any external job search organizations to assist in its hiring, the contractor shall also provide to the employment service delivery system the contact information for the job search organization(s). The disclosures required by this paragraph shall be made simultaneously with the contractor's first job listing at each employment service delivery system location after the effective date of this final rule. Should any of the information in the disclosures change since it was last reported to the employment service delivery system location, the contractor shall provide updated information simultaneously with its next job listing. As long as the contractor is contractually bound to these provisions and has so advised the employment service delivery system, there is no need to advise the employment service delivery system of subsequent contracts. The contractor may advise the employment service delivery system when it is no longer bound by this contract clause.
- f. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Virgin Islands, American Samoa, the Commonwealth of the Northern Mariana Islands, Wake Island, and the Trust Territories of the Pacific Islands.
- g. As used in this clause:
- i. All employment openings include all positions except executive and senior management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.
  - ii. Executive and senior management means: (1) Any employee (a) compensated on a salary basis at a rate of not less than \$455 per week (or \$380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities; (b) whose primary duty is management of the enterprise in which the employee is employed or of a customarily recognized department or subdivision thereof; (c) who customarily and regularly directs the work of two or more other employees; and (d) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees are given particular weight; or (2) any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.
  - iii. Positions that will be filled from within the contractor's organization means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established “recall” lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.

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- h. The contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- i. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- j. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are protected veterans. The contractor must ensure that applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the disabled veteran (e.g., providing Braille or large print versions of the notice, posting the notice for visual accessibility to persons in wheelchairs, providing the notice electronically or on computer disc, or other versions). With respect to employees who do not work at a physical location of the contractor, a contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the contractor provides computers that can access the electronic posting to such employees, or the contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the contractor to notify job applicants of their rights if the contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.
- k. The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of VEVRAA and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, protected veterans.
- l. The contractor will include the provisions of this clause in every subcontract or purchase order of \$100,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to VEVRAA 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 Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.
- m. The contractor must, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their protected veteran status.
- n. The Contractor shall forfeit as a penalty to the County who administers the subject Project receiving Federal assistance, Sixty Dollars (\$60.00) for each worker, employed for each calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor under him/her.
- o. All contractors shall keep, or cause to be kept, an accurate record showing the names of all workers, also the actual per diem wages paid to each of such workers.

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#### **FAIR LABOR STANDARDS ACT**

Contractor must comply the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.) as now or hereafter amended, which regulates wage, hour and other employment practices that govern the use of funds provided and the employment of personnel under this contract. The Contractor warrants that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 United States Code (U.S.C.) Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000, et al., as amended; or any provisions of the Texas Labor Code Ann., as amended.

#### **FLOOD DISASTER PROTECTION ACT OF 1973 (24 CFR 570.605)**

Contractor must comply with the provisions in 24 CFR 570.605, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), and the regulations in 44 CFR Parts 59-79.

#### **GREEN BUILDING STANDARDS**

At a minimum, Contractors and subcontractors must comply with local codes and any applicable national building codes for any work involving rehabilitation or construction, including design. When a contract is funded, in whole or in part, by HUD funding, Contractors must comply with applicable Green Building standards to the maximum extent feasible. Green Building standards may apply to single-family properties, multifamily properties, or both and may include, but are not limited to best practices defined under LEED, Enterprise Green Communities, or NAHB National Green Building Standards and may include specific measures for water conservation, energy efficiency, and indoor air quality. Contractor and subcontractors must comply with the following standards, as applicable:

- 2009 ICC International Energy Conservation Code (IECC)
- ASHRAE 90.1-2007, which sets minimum energy standards for buildings except low-rise residential buildings
- ASHRAE 62.1-2010 and 62.2-2010, which set minimum standards for ventilation for indoor air quality for common areas in mid- and high-rise buildings, and low-rise residential buildings, respectively.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.
- Moderate residential housing rehabilitation, when funded by CDBG-DR grants, must comply with the Community Planning & Development (CPD) Retrofit Checklist and provide Energy Star appliances, Water Sense or FEMP products if replaced.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.

#### **HOLD HARMLESS AGREEMENT**

Contractor shall indemnify, defend, and hold harmless Galveston County from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this Request for Proposals, appropriate insurance coverage including, at a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this Request for Proposals. Certification of such coverage must be provided to the County upon request.

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The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

#### **LEAD-BASED PAINT (24 CFR 570.608)**

Contractor and subcontractors must comply with the provisions found in 24 CFR 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (U.S.C. 4851-4856, and 24 CFR Part 35, subparts A, B, J, K, and R. This Article 2(f) is to be included in all subcontracts, for work in connection with this Contract, which relate to residential structures.

#### **NON-COLLUSION (The Sherman Act)**

Contractor must comply with the requirements of The Sherman Act, which prohibit collusion. Collusion occurs when two persons or representatives of an entity or organization make an agreement to deceive or mislead another. Such agreements are usually secretive and involve fraud or gaining an unfair advantage over a third party, competitors, consumers or others with whom they are negotiating. The collusion, therefore, makes the bargaining process inherently unfair. Collusion can involve promises of future benefits, price or wage fixing, kickbacks, or misrepresenting the independence of the relationship between the colluding parties.

The Sherman Act prohibits any agreement among competitors to fix prices, rig bids, or engage in other anticompetitive activity. Collusion, bid rigging, or other anticompetitive activity is considered a felony. Contractor shall not in any way, directly or indirectly:

- a. Collude, conspire, or agree with any other person, firm, corporation, Proposer or potential Proposer to the amount of this Bid or the terms or conditions of this Bid.
- b. Pay or agree to pay any other person, firm, corporation Proposer or potential Proposer any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Bid or the Bid of any other Proposer.
- c. Assemble in coordination with any other organization in an attempt to fix the price of the work.

Contractors are expected to report any suspected fraud, collusion, or impropriety from the inception of solicitation through the end of the contract term.

#### **NON-SEGREGATED FACILITIES**

##### **"Prohibition of Segregated Facilities"**

- a. Segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs and is found at [www.dol.gov/ofccp/LGBT/LGBT\\_FAQs.html](http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html).

- b. The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any

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location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

- c. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

#### **PARTICIPATION BY MINORITY & WOMEN-OWNED BUSINESS ENTERPRISES (2 CFR 200.321)**

Contractor must comply with the Minority and Women-owned Business Enterprise participation requirements under 2 CFR 200.321. Contractors must take all affirmative steps necessary to subcontract with Minority and Women-owned Business Enterprises (MWBES) to assure that MWBES are used when possible. These affirmative steps shall 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;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- E. 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.

The State of Texas maintains a Historically Underutilized Business Program, which identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service-Disabled Veteran, who resides in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE). Contractors who wish to check the status of a firm may visit <https://comptroller.texas.gov/purchasing/vendor/hub/>.

Contractors and subcontractors are required to facilitate Minority & Women-Owned Business Enterprise participation. Contractors are encouraged to utilize MWBES / HUB firms as subcontractors, subconsultants, or suppliers in order to comply with the requirements and may check for firms who perform relevant work by searching <https://comptroller.texas.gov/purchasing/vendor/hub/>.

Contractor and subcontractors must facilitate Minority & Women-Owned Business Enterprise participation and take all affirmative steps to utilize MWBES / HUB firms as subcontractors, subconsultants, or suppliers throughout the life of the Contract.

#### **POTENTIAL CONFLICTS OF INTEREST**

Pursuant to 2 CFR 200.112, Contractor must comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the Conflict of Interest Questionnaire (provided by the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us)) must be filed with the records

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administrator of the local governmental entity not later than the 7th business day after the date the Contractor becomes aware of facts that require the statement to be filed.

This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$250 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Galveston County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

An outside consultant or contractor is prohibited from submitting a bid for services on a Galveston County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venture or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid, that bid shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Galveston County.

#### **PREVAILING WAGES (2 CFR 200 APPENDIX II (D) and TGC 2258)**

Pursuant to 2 CFR 200 Appendix II (D), Contractor must comply with Texas Government Code (TGC) 2258, Prevailing Wage Rates. Accordingly, Contractor must submit a certified payroll records as required, and compensate any worker employed on a public works project not less than as applicable. As noted under "Davis Bacon and Related Acts", when required by Federal program legislation, construction contracts in excess of \$2,000 awarded by Galveston County shall require 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, Contractor must pay wages to laborers and mechanics at a rate not less than the local prevailing wages, or Davis Bacon wages, as applicable. If both Texas prevailing wages and Davis Bacon provide rates for a particular class, Contractors must pay the greater wage rate. In addition, Contractor must pay wages not less than once a week.

In compliance with Section 2258 of the Texas Government Code, Contractor and any subcontractor hired by Contractor for the construction of any project, shall pay not less than the rates set forth in the Schedule of Prevailing Wages attached and incorporated by reference. In submitting a Bid, Contractor warrants that it and its subcontractors shall comply with all requirements and worker ratios per the applicable Schedule of Prevailing Wages and Texas state law.

Contractor must submit certified payroll of contractor and all subcontractors on a weekly basis. At County's request, Contractor must make available and shall require its subcontractors to make available, copies of cancelled checks and check stubs for comparisons by the County or its agents. Regardless of whether Davis Bacon or Texas Prevailing Wages apply, the County reserves the right for its agents to visit the project site and to interview contractor, its subcontractors and employees of each on any date or time, as often as desired during the construction period, without prior notification.

Galveston County will ascertain if proper wage rates are being paid to the employees as required. In the event of a discrepancy between the work performed and the wages paid, the County shall document same and notify Contractor. If, for any length of time and as determined by Galveston County, discrepancies appear between the certified payrolls and the actual wage paid, the County shall require check stubs to be attached to each weekly certified payroll. Pursuant to Texas Government Code Section 2258.051, the County reserves the right to withhold any monies due Contractor until such discrepancy is resolved and the necessary adjustment made. The Contractor shall forfeit as a penalty, in accordance with Texas Government Code Section 2258.023(b), to the County or entity who administers the subject Project receiving Federal assistance, Sixty Dollars (\$60.00) for each worker, employed for each calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor/subcontractor under him/her.



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All contractor/subcontractor shall keep, or cause to be kept, an accurate record showing the names of all workers, also the actual per diem wages paid to each of such workers. Contractor shall impose these same obligations upon its Subcontractors. Contractor understands that with weekly or monthly certified payrolls, contractor is responsible for any and all penalties that shall accrue during the month, regardless of the fact that any error could not be discovered by the Contract Compliance Officer until the following certified payroll.

#### **PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)**

Pursuant to 2 CFR 200.322, Contractor must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). As such, any contractors awarded under this contract opportunity is subject to the requirements of Section 6002, which include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by 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.

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

Contractor must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of the Contractor and its subcontractors pertaining to any matter resulting from the contract.

#### **RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS CERTIFICATION**

- b. Definitions. The definitions pertaining to this provision are those that are set forth on the clause entitled "Restrictions on Public Works Projects." (Set out under "Contract Clauses" below.)
- c. Certification. Except as provided in paragraph (C) of this provision, by submission of its bid or proposal, Proposer certifies that it:
  - i. Is not a Contractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR) (see paragraph (H) of this provision);
  - ii. Has not or will not enter into any subcontract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR, and
  - iii. Will not provide any product of a country included on the list of foreign countries that discriminate against the U.S. firms published by the USTR.
- d. Inability to certify. A Proposer unable to certify in accordance with paragraph (b) of this provision shall submit with its offer a written explanation fully describing the reasons for its inability to make the certification.
- e. Applicability of 18 U.S.C. 1001. This certification is paragraph (B) of this provision concerns a matter within the jurisdiction of an agency of the United States, and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 U.S.C. 1001.

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- f. Notice. Proposer shall provide written notice to the Contracting Officer if, at any time before the contract award, Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- g. Restrictions on contract award. Unless a waiver to these restrictions is granted by the Secretary of Housing and Urban Development, no contract will be awarded to a Proposer (1) who is owned or controlled by a citizen or national of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, (2) whose subcontractors are owned or controlled by citizens or national of a foreign country on the USTR list or, (3) who incorporates any product of a foreign country on the USTR list in the public works project.
- h. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add countries to the list, and remove countries from it, in accordance with section 109 (C) of PUB. L. 100-202.

#### RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS

- a. Definitions. "Component", as used in this clause, means those articles, materials, and supplies incorporated directly into the product. "Contractor or subcontractor of a foreign country," as used in this clause, means any Contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country:
  - i. If 50 percent or more of the Contractor or subcontractor is owned by a citizen or a national of the foreign country;
  - ii. If the title to 50 percent or more of the stock of the Contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country.
  - iii. If 50 percent or more of the voting power in the Contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country; iv. In the case of a partnership, if any general partner is a citizen of the foreign country;
  - v. In the case of a corporation. If its presidents or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or
  - vi. In case of a contractor or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (A) 1 through 5 of this clause. "Product", as used in this clause, means construction materials, i.e. articles, materials and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including

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vehicles or construction equipment. In determining the origin of a product, Galveston County will consider a product as produce in a foreign country id it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.

- b. Restrictions. The Contractor shall not (1) knowingly enter into any subcontract under this contract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the United States Trade Representative (see paragraph (C) of this clause, or (2) supply any product under this contract of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.
- c. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add other countries to the list, or remove countries from it, in accordance with section 109 (C) of PUB. L. 100-102.
- d. Certification. The Contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such Contractor has knowledge that the certification is erroneous.
- e. Subcontractors. The Contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties, in all subcontracts. This paragraph (E) shall also be incorporated in all subcontracts.

#### **RIGHTS TO INVENTIONS (2 CFR Appendix II to Part 200 (F))**

Any discovery or invention that arises during the course of the contract shall be reported to Galveston County. This clause requires the Contractor to disclose promptly inventions to the County (within 2 months) after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

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 that "funding agreement," the recipient or subrecipient must comply with the requirements of Title 37 C.F.R. § 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.

#### **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 (24 CFR 570.602)**

Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities

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receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

#### **TERMINATION FOR CAUSE & CONVENIENCE (2 CFR Appendix II to Part 200 (A) and (B))**

Pursuant to 2 CFR Appendix II to Part 200 (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, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to 2 CFR Appendix II to Part 200 (B), all contracts in excess of \$10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement. Galveston County shall have the right to terminate this contract for cause and convenience.

In the event of a failure by Contractor to satisfactorily perform the services specified herein and/or a default by Contractor in abiding by the other terms and conditions of this Contract, Galveston County may terminate the Contract on written notice to Contractor and Contractor shall be liable for all damages, costs, and expenses (including attorney fees) incurred by County related to this default. Such termination is in addition to and not in lieu of any other remedies that Galveston County may have in law or equity. Administrative remedies for nonperformance, violation or breach of contract terms, or termination of contract for default may include suspension and debarment. Galveston County may assess liquidated damages for failure to meet completion deadlines, contract breaches, or performance failures of the Contractor or its Subcontractors.

Contractor shall be provided the opportunity to cure certain performance failures or instances of default as described in the contract documents. The legal dispute resolution process as applicable under the Texas Civil Practice and Remedies Code shall include, but is not limited to, Texas and Civil Practice and Remedies Section 38 – Attorney’s Fees, Texas Civil Practice and Remedies Section 41 – Damages, and Texas Civil Practice and Remedies Section 154 – General Provisions. Galveston County and Contractor(s) should attempt to resolve any claim for breach of contract made by Contractor, to the extent it is applicable to the Contract and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by the County or the State of Texas of the right to seek redress in a court of law.

Termination provisions are included in the Contract Requirements & Payment, Section VIII, portion of this IFB.

#### **WHISTLEBLOWER PROTECTION ACT**

Contractor, subcontractors, and employees working on this Project shall be subject 41 U.S. Code § 4712, which requires that an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The Contractor shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.

## GENERAL PROVISIONS

### REQUEST FOR PROPOSAL FORT TRAVIS PARK RESTROOM REPLACEMENT GALVESTON COUNTY, TEXAS

#### 72. NON-EXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS – TEXAS GENERAL LAND OFFICE (GLO)

If applicable to the Project, Provider must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Provider acknowledges that this list may not include all such applicable laws, rules, and regulations. Provider and is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

#### GENERALLY

The Acts and Regulations specified in this Contract;

Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law 115-56);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 et seq.);

The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) (2016) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983 (2016);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Disaster Recovery Implementation Manual; and State of Texas Plan for Disaster Recovery: Hurricane Harvey – Round 1, dated April 6, 2018, as amended.

#### CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, et seq.);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. §3601, et seq.), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Provider to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Provider understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.),

## **GENERAL PROVISIONS**

### **REQUEST FOR PROPOSAL FORT TRAVIS PARK RESTROOM REPLACEMENT GALVESTON COUNTY, TEXAS**

including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

#### **LABOR STANDARDS**

The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145); 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and  
Federal Executive Order 11246, as amended.

#### **EMPLOYMENT OPPORTUNITIES**

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u); 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

#### **GRANT AND AUDIT STANDARDS**

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards, issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

#### **LEAD-BASED PAINT**

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

#### **HISTORIC PROPERTIES**

The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, et seq.), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

## **GENERAL PROVISIONS**

### **REQUEST FOR PROPOSAL FORT TRAVIS PARK RESTROOM REPLACEMENT GALVESTON COUNTY, TEXAS**

Federal historic preservation regulations as follows: 36 C.F.R. Part 800 with respect to HUD programs; and The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, et seq.), particularly section 3 (16 U.S.C. §469a-1).

#### **ENVIRONMENTAL LAW AND AUTHORITIES**

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

#### **FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION**

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 C.F.R., 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. Part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

#### **COASTAL ZONE MANAGEMENT**

The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, et seq.), as amended, particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

#### **SOLE SOURCE AQUIFERS**

The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), et seq., and 21 U.S.C. §349) as amended; particularly section 1424(e)(42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

#### **ENDANGERED SPECIES**

The Endangered Species Act of 1973 (16 U.S.C. § 1531, et seq.) as amended, particularly section 7 (16 U.S.C. § 1536).

#### **WILD AND SCENIC RIVERS**

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, et seq.) as amended, particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

#### **AIR QUALITY**

The Clean Air Act (42 U.S.C. § 7401, et seq.) as amended, particularly sections 176(c) and (d) (42 U.S.C. §7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. Parts 6, 51, and 93).

#### **FARMLAND PROTECTION**

Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, et seq.) particularly sections 1540(b) and 1541 (7 U.S.C. §§ 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

#### **HUD ENVIRONMENTAL STANDARDS**

## GENERAL PROVISIONS

### REQUEST FOR PROPOSAL FORT TRAVIS PARK RESTROOM REPLACEMENT GALVESTON COUNTY, TEXAS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979.

#### **ENVIRONMENTAL JUSTICE**

Executive Order 12898 of February 11, 1994—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. p. 859.

#### **SUSPENSION AND DEBARMENT**

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. §570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

#### **OTHER REQUIREMENTS**

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

#### **ACQUISITION / RELOCATION**

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, et seq.), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

#### **FAITH-BASED ACTIVITIES**

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

#### **73. SPECIAL CONDITIONS – TEXAS GENERAL LAND OFFICE (GLO)**

If applicable to a Project or Activity, Subrecipient must be in compliance with the following Special Conditions and any other State, Federal, or local laws, rules, and regulations as may be applicable, throughout the term of the Contract, prior to the release of any grant funds for the Projects or Activities anticipated.

Subrecipient is deemed to have read and to understand the requirements of each of the following, if applicable to the Project or any Activity under this Contract:

##### **A. REIMBURSEMENT, GENERALLY**

As provided for in Public Law 115-56, the Contract funds may not be used for activities that are eligible to be reimbursed by, or for which funds are made available by, (a) the Federal Emergency Management Agency (FEMA); (b) the Army Corps of Engineers (Corps); (c) any other federal funding source; or (d) covered by insurance, and Subrecipient shall ensure compliance with all such requirements.

##### **B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE**

- (1) Subrecipient must provide documentation which indicates they have received approval from the Texas Water Development Board (TWDB), the National Flood Insurance Program (NFIP) State Coordinating Agency, that appropriate ordinances or orders necessary for Subrecipient to be eligible to participate in the NFIP have been adopted.



## GENERAL PROVISIONS

### REQUEST FOR PROPOSAL FORT TRAVIS PARK RESTROOM REPLACEMENT GALVESTON COUNTY, TEXAS

- (2) Where Activities specified in a Performance Statement, involve structures that are located in Special Flood Hazard Areas (SFHA), flood insurance may be required, and Subrecipient shall obtain such insurance, and shall maintain documentation evidencing compliance with such requirements.
- (3) Subrecipient acknowledges and agrees that if any property that is the subject of an Activity under this Contract located within a floodplain, that the following terms and conditions shall apply:
  - a. Under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001-4128), Federal financial assistance for acquisition and construction purposes (including rehabilitation) may not be used in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:
    - i. The community in which the area is situated is participating in the National Flood Insurance Program ("NFIP") (44 CFR parts 59 through 79), or less than one (1) year has passed since the FEMA notification regarding such hazards; and
    - ii. The community is participating in the NFIP, or that flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.
  - b. Where the community is participating in the NFIP and the recipient provides financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special flood hazards, Subrecipient is responsible for ensuring that flood insurance under the NFIP is obtained and maintained.
  - c. Under Section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 515a, HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for flood damage to any personal, residential, or commercial property if:
    - i. The person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and
    - ii. The person failed to obtain and maintain flood insurance.
  - d. Subrecipient understands and agrees that it has a responsibility to inform homeowners receiving disaster assistance that triggers the flood insurance purchase requirement of their statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so.

#### C. PROJECT MAPPING/DESIGN INFORMATION

For construction projects, Subrecipient shall require and maintain copies, in written and/or digital format, of final Project record drawing(s) and engineering schematics, as constructed.

#### D. WATER SYSTEM IMPROVEMENTS

- (1) Prior to the GLO's release of funds for the construction of any water system improvements, Subrecipient shall provide certification to the GLO that plans, specifications, and related documents for the specified water system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the applicable Texas Commission on Environmental Quality (TCEQ) review requirements described in Title 30 of the Texas Administrative Code.

## GENERAL PROVISIONS

### REQUEST FOR PROPOSAL FORT TRAVIS PARK RESTROOM REPLACEMENT GALVESTON COUNTY, TEXAS

- (2) Prior to construction, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or the equivalent permit or authority for the area to be served, has been issued by the TCEQ.
- (3) Prior to Subrecipient submission of the Project Completion Report for any water system improvements described in Attachment A, Subrecipient shall provide a letter from the TCEQ that the constructed well is approved for interim use and may be temporarily placed into service pursuant to 30 Texas Administrative Code, Chapter 290—Rules and Regulations for Public Water Systems.

#### E. SEWER SYSTEM IMPROVEMENTS

Prior to the construction of any sewer system improvements described, Subrecipient shall provide certification that plans, specifications, and related documents for the specified sewer system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the Texas Commission on Environmental Quality (TCEQ) review requirements described in 30 Texas Administrative Code, Chapter 217, Subchapter D.

Further, prior to the construction of any sewer lines or additional service connections described in Attachment A, Subrecipient shall provide notification of the start of construction on any sewer treatment plant of other system-related improvements included in this Contract.

#### F. WASTEWATER TREATMENT CONSTRUCTION

Prior to incurring costs for any wastewater treatment construction in Attachment A, Subrecipient shall provide documentation of an approved permit or amendment(s) to an existing permit for such activities from the TCEQ's Water Quality Division.

In addition, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or equivalent permit or authority for the area to be served has been issued by the TCEQ.

#### G. SEPTIC SYSTEM IMPROVEMENTS

- (1) Subrecipient shall provide documentation that final plans, specifications, and installation of its septic system improvements have been reviewed and approved by the City or County Health Department through authority granted by the TCEQ.
- (2) Subrecipient shall mitigate all existing septic systems in accordance with 30 Texas Administrative Code Chapter 285, Subchapter D, §285.36(b), which states, "All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall have the wastewater removed by a waste transporter, holding a current registration with the executive director. All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall be filled to ground level with fill material (less than three inches in diameter), which is free of organic and construction debris."
- (3) Prior to the selection of program recipients for proposed On-Site Sewer Facilities (OSSF), Subrecipient shall provide a copy of its proposed program guidelines to for GLO review. All proposed OSSF programs must meet or exceed guidelines set forth in 30 Texas Administrative Code Chapter 285 Subchapter D.

#### H. BUILDING CONSTRUCTION

Subrecipient shall provide documentation that the construction of a new building and facilities are in compliance with the Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Chapter 469, Texas Government Code, and the Texas Department of Licensing and Regulation (TDLR) Architectural Barriers Administrative Rules, 16 Texas Administrative Code, Part 4, Chapter 68. If estimated construction costs exceed Fifty Thousand Dollars (\$50,000.00), Construction Documents must be submitted to the Texas Department of Licensing and Regulation (TDLR) for an accessibility plan review.

## **GENERAL PROVISIONS**

### **REQUEST FOR PROPOSAL FORT TRAVIS PARK RESTROOM REPLACEMENT GALVESTON COUNTY, TEXAS**

#### **I. BRIDGE CONSTRUCTION/REHABILITATION**

Subrecipient shall use the minimum design requirements of the Texas Department of Transportation (TxDOT) for bridge construction/rehabilitation. Final plans and specifications must be submitted to TxDOT for review and approval prior to the start of construction, and documentation of such approval must be provided to the GLO.

#### **J. DISASTER SHELTERS**

Subrecipient shall ensure that the primary purpose of the facility, as described in Attachment A, is to serve as a disaster shelter, and shall ensure the facility is operated at all times in a manner that ensures that the priority use is to serve as a disaster shelter regardless of any other scheduled uses or commitments that existed at the time of the disaster or emergency situation. In addition, Subrecipient shall prepare or be incorporated into an approved emergency management plan, as prescribed by the Texas Division of Emergency Management, identifying the shelter as a facility that provides short-term lodging for evacuees during and immediately after an emergency situation. Subrecipient shall submit a copy of Subrecipient's Emergency Management Plan Annex for Shelter and Mass Care to the GLO.

#### **K. DEBRIS REMOVAL**

Subrecipient shall ensure that any debris to be removed consists primarily of vegetation, construction and demolition materials from damaged or destroyed structures, and personal property. Only debris identified as the responsibility of the local jurisdiction will be eligible for the reimbursement of cost of removal.

Prior to beginning debris collection operations, Subrecipient shall address all pertinent environmental concerns, adhere to all applicable regulations, and obtain all required permits. Further, Subrecipient shall adhere to the methods described herein for the collection and storage of debris prior to proper disposal.

While construction and demolition debris may be collected and disposed of at an appropriately rated landfill, woody and/or vegetative debris must be stored prior to disposal by use of temporary debris storage and reduction sites (TDSR). Subrecipient will prepare and operate the TDSR sites, or local jurisdictions choosing to conduct their own debris operations may review Chapter 7 of the FEMA Debris Management Guide regarding the use of TDSR sites. This document may be obtained <https://www.fema.gov/pdf/government/grant/pa/demagde.pdf>.

In order to maintain the life expectancy of landfills, Subrecipients disposing of woody and/or vegetative debris must choose burning, chipping, or grinding as the method of disposal. Any project disposing of woody and/or vegetative debris must be approved in writing by the GLO.

#### **L. USE OF BONDS**

Subrecipient must notify the GLO of its issuance and sale of bonds for completion of the project funded under this Contract.

#### **M. PROGRAM GUIDELINES**

Prior to the selection of program beneficiaries, Subrecipient shall provide to the GLO, for GLO review and approval, a copy of its proposed guidelines for the program. The guidelines must meet or exceed to requirements in the Federal Registers. The guidelines must include provisions for compliance with the Federal Fire Prevention and Control Act of 1974 (which requires that any housing unit rehabilitated with grant funds be protected by a hard-wired or battery-operated smoke detector) and provisions for compliance with 24 CFR 35 (HUD lead-based paint regulation).

#### **N. AFFORDABILITY PERIODS FOR SINGLE-FAMILY HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE:**

## GENERAL PROVISIONS

### REQUEST FOR PROPOSAL FORT TRAVIS PARK RESTROOM REPLACEMENT GALVESTON COUNTY, TEXAS

For single-family non-rental housing assistance provided by Subrecipient. Subrecipient shall implement the following affordability period: for rehabilitation or reconstruction of housing projects, a minimum<sup>1</sup> three-year affordability period guaranteed by an unsecured forgivable promissory note and for new construction housing projects, a minimum<sup>2</sup> five-year affordability period guaranteed by an unsecured forgivable promissory note.

#### O. UNSECURED FORGIVABLE PROMISSORY NOTE (“NOTE”)

An unsecured forgivable promissory note shall be issued at an interest rate of zero-percent (0%). Provided that all terms and conditions contained in the Note continue to be fulfilled, a Note will be forgiven according to the following terms, as applicable, until the applicant fulfills their note requirement (the requirements are defined in the promissory note document): for a three-year Note, at a rate of 33 percent per year, for the first two years, and 34 percent after the third year; and for a five-year Note, at a rate of 20% per year.

- (1) If the homeowner occupies the home for the full Note term, the Note expires and no repayment is required, nor will any conditions be imposed relative to the disposition of the property. If any of the terms and conditions under which the assistance was provided are breached or if the property is sold, leased, transferred, or vacated by the homeowner for any consecutive thirty (30) day period during the Note term, the repayment provisions of the promissory note and DOT shall be enforced.
- (2) If, during the Note term, the homeowner vacates the unit for any consecutive thirty (30) day period, the locality may forgive, as evidenced by the program director, city council, or commissioner court action, the remaining loan balance. Prior to forgiveness of all or any portion of the assistance provided, the request for forgiveness must be approved by the local governing body and be based on documented and justifiable conditions or circumstances that would result in an unnecessary hardship to the homeowner and the determination that the national objective of benefiting low to moderate-income persons was met.
- (3) The national objective will be considered met only when the program director, city council, or county commissioners court determines that a low- to moderate-income person has occupied the rehabilitated or reconstructed home for a time sufficient to meet the national objective. If the national objective was not achieved, Subrecipient is liable for repayment of an amount equal to the difference in the appraised value of the home prior to reconstruction and the sales price when the home is sold during the term of the forgivable Note.
- (4) If the property is sold or transferred to a person other than an eligible LMI person, the remaining pro-rated balance of the DPL must be repaid by the Subrecipient from the sales proceeds. Notwithstanding the preceding, Subrecipient shall be held liable for any balance remaining over and above the sales proceeds. In all instances, upon completion of the Note or repayment of the assistance (in full or in part), the Subrecipient shall prepare and record a release of lien document in the land records of the applicable county.
- (5) Monitoring of the Note is performed during and after the grant is closed. Subrecipient must utilize non-CDBG-DR funds to fulfill the monitoring obligations for its impacted recovered community.
- (6) The subrecipient will maintain a list of homeowners that do not maintain flood insurance as documented in their promissory note. These applicants will not be allowed to received future assistance as outlined in Section B of this document.

#### P. RENTAL HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE

The rental housing assistance will provided be provided in the following forms: for rehabilitation or reconstruction of multi-family rental projects with eight or more units, a minimum fifteen (15) year forgivable loan or grant at zero interest; and for new construction multi-family rental projects with five or

## GENERAL PROVISIONS

### REQUEST FOR PROPOSAL FORT TRAVIS PARK RESTROOM REPLACEMENT GALVESTON COUNTY, TEXAS

more units, a minimum twenty (20) year forgivable loan or grant at zero interest. Provided all terms and conditions under which the assistance was provided continue to be fulfilled, the note will be forgiven at a rate of 5 percent per year until the applicant fulfills their note requirement (the requirements are defined in the promissory note document).

The purpose of the program is to facilitate the rehabilitation, reconstruction, and/or new construction of affordable rental housing needs within the service area of the disaster event. A minimum of 51% of the multi-family units must be restricted during the affordability period of twenty (20) years for low to moderate income (LMI) persons. The rents, at a minimum, must comply with High HOME Investment Partnership (HOME) Rents and other existing Land Use Restriction Agreement (LURA) restrictions if applicable. HOME rent limits are defined by HUD and must equal the lesser of fair market rents or 30% of the adjusted income for people earning 65% of the AMFI.

#### **Q. COASTAL MANAGEMENT**

Subrecipient acknowledges and agrees that any Project that may impact a Coastal Natural Resource Area must be consistent with the goals and policies of the Texas Coastal Management Program as described in 31 Texas Administrative Code, Part 16, Chapter 501.

#### **74. ENERGY EFFICIENCY (42 U.S.C. 6201 and 2 CFR 200 APPENDIX II (H))**

Contractor must comply with the mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

#### **75. LEAD AND ASBESTOS**

If this request for Proposal 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.

#### **76. USE OF DHS SEAL, LOGO, AND FLAGS PROHIBITED WITHOUT PRIOR APPROVAL**

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.

**GENERAL PROVISIONS**

**REQUEST FOR PROPOSAL  
FORT TRAVIS PARK RESTROOM REPLACEMENT  
GALVESTON COUNTY, TEXAS**

**77. 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.

**78. 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.

**79. ACKNOWLEDGMENT OF GOVERNMENT RECORD**

Proposer acknowledges that its submission in this Request for Proposals, including its Proposal, certifications, affidavits, Vendor Forms (i.e., PEID, W-9, CIQ, etc.) constitutes government records under Chapter 37 of the Texas Penal Code.

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

Proposer acknowledges, by its submission in this request for Proposals, 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.

**81. 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.

*The remainder of this page intentionally left blank*

**GENERAL PROVISIONS**  
**REQUEST FOR PROPOSAL**  
**FORT TRAVIS PARK RESTROOM REPLACEMENT**  
**GALVESTON COUNTY, TEXAS**

**82. 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 (Proposer shall provide its notice information with its Proposal 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

**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:**

*End of General Provisions*

**SPECIAL PROVISIONS**  
**REQUEST FOR PROPOSAL**  
**FORT TRAVIS PARK RESTROOM REPLACEMENT**  
**GALVESTON COUNTY, TEXAS**

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**SPECIAL PROVISIONS**  
**REQUEST FOR PROPOSAL**  
**FORT TRAVIS PARK RESTROOM REPLACEMENT**  
**GALVESTON COUNTY, TEXAS**

**The Special Provisions and the General Provisions of this Request for Proposal 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**

The County of Galveston is seeking a contractor to construct a prefabricated restroom building at the Fort Travis Seashore Park in Port Bolivar, Texas. Galveston County received a grant from the Texas General Land Office through the NOAA-funded Coastal Management Program (CMP). The replacement of the restroom facility is necessary for visitors of one of the most popular parks on the Bolivar Peninsula.

**Fort Travis Park**  
**900 TX-87**  
**Port Bolivar, TX 77650**

The technical specifications and a complete set of plans were submitted to the Texas General Land Office (GLO) for approval. The design engineer will obtain all necessary permits for construction and oversee the construction phase.

**Project Description:**

Galveston County (the County) utilized CMP grant funds to design the new restroom facility and is now requesting proposals for qualified contractors to construct the prefabricated facility on the Gulf-facing Fort Travis Seashore Park grounds. The project also includes 1) the installation of an outdoor visitor rinse station, 2) three educational signs, and 3) a kiosk for event, educational and coastal warnings/information. The project also includes new sidewalk to meet ADA requirements from the existing sidewalk to the proposed restrooms.

The new additions to Fort Travis must be compliant with the Americans with Disabilities Act (ADA) and the Texas Accessibility Standards (TAS) and acknowledge NOAA/GLO as a source of funding. The contract will not include demolition as the County will demolish the existing restroom structure and clear all debris prior to the start of the construction contract.

This project endeavors to install new restroom facilities and said amenities for the thousands of visitors who visit Fort Travis each month. With the addition of educational signage regarding warnings, events and the history of the Fort and the wildlife and sea life they may encounter, this project will advance Fort Travis as a destination hot spot for people of all ages. With the addition of rinse stations, the County will be able to provide beachgoers a place to stop and clean off prior to boarding the Ferry.

**B. EXCEPTIONS**

**Any exceptions to these solicitation conditions should be listed on a separate sheet of paper, attached to respondent's submittal, and submitted with response at the specified date and time of the solicitation opening.**

**C. PROCUREMENT TIMELINE**

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

Advertise Solicitation (first date of publication)	Wednesday, October 11, 2023
Advertise Solicitation (second date of publication)	Wednesday, October 18, 2023
<b>Non-Mandatory Pre-Bid Meeting</b>	<b>Wednesday, October 25, 2023 at 10:00 a.m.</b>
<b>Deadline for Questions &amp; Inquiries</b>	<b>Tuesday, October 31 2023 by 5:00 PM</b>
<b>Submission Deadline / RFP Opening</b>	<b>Thursday, November 16, 2023 at 2:00 PM</b>

**SPECIAL PROVISIONS**

**REQUEST FOR PROPOSAL  
FORT TRAVIS PARK RESTROOM REPLACEMENT  
GALVESTON COUNTY, TEXAS**

Interested parties may attend the Thursday, November 16, 2023 proposal opening virtually by using the following link:

<https://galvestoncountytexas.webex.com/galvestoncountytexas/j.php?MTID=m9b4e63b4e2cf573ea8e6b7018bc1d58e>

**Join by meeting number**

Meeting number (access code): 2497 7564675

Meeting password: B231035 (2231035 from video systems)

**Tap to join from a mobile device (attendees only)**

+1-415-655-0001,,24907078602## US Toll

**Join by phone**

+1-415-655-0001 US Toll

Global call-in numbers

**Join from a video system or application**

Dial 24977564675@galvestoncountytexas.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

**D. NON-MANDATORY PRE-BID CONFERENCE**

The non-mandatory Pre- Bid Conference will be held on **Wednesday, October 25, 2023 at 10:00 AM.** Interested parties can attend the pre-bid conference virtually. Instructions are listed below.

**Join from the meeting link**

<https://galvestoncountytexas.webex.com/galvestoncountytexas/j.php?MTID=m305b68edfb1f576f821dead0e8742275>

**Join by meeting number**

Meeting number (access code): 2493 860 7454

Meeting password: B231035 (2231035 from video systems)

**Tap to join from a mobile device (attendees only)**

+1-415-655-0001,,24938607454## US Toll

**Join by phone**

+1-415-655-0001 US Toll

Global call-in numbers

**Join from a video system or application**

Dial 24938607454@galvestoncountytexas.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

**SPECIAL PROVISIONS****REQUEST FOR PROPOSAL  
FORT TRAVIS PARK RESTROOM REPLACEMENT  
GALVESTON COUNTY, TEXAS****E. SUBMISSION INSTRUCTIONS**

One (1) single-sided unbound original proposal, and three (3) single-sided proposal copies, must be submitted no later than **2:00 PM CST, on Thursday November 16, 2023, to the following:**

**Rufus G. Crowder, CPPO CPPB  
Purchasing Agent  
County of Galveston  
722 Moody Avenue (21<sup>st</sup> Street), Fifth (5<sup>th</sup>) Floor  
Galveston, TX 77550**

The timestamp clock located in the Purchasing Agent's office shall serve as the official timekeeping piece for this solicitation process. Any proposal statements received after **2:00 PM CST** on the specified date will be returned unopened. Proposal statement specifications can be obtained at the office of the Galveston County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody, (21<sup>st</sup> Street), Floor 5, Purchasing, Galveston, Texas 77550, or by visiting the Galveston County website @ <http://www.galvestoncountytexas.gov/county-offices/purchasing>.

**F. PROPOSAL SURETY (Bid Bond)**

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

**G. PERFORMANCE AND PAYMENT BONDS**

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

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

The Best and Final Offer process ***is applicable*** to this solicitation.

**I. DAVIS-BACON WAGE RATES**

Davis-Bacon Wage Rates ***are requirements*** for this solicitation.

Attention is called to the fact that not less than, the federally determined prevailing (Davis-Bacon and Related Acts) wage rates are required to be paid to laborers and mechanics. 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. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. In addition, contractors must be required to pay wages not less than once a week. 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. Please reference the General Provisions, item 69, Procurement Laws, sub-item 3, **Davis-Bacon Act as amended (40 U.S.C. 3141-3148)**.

**J. DEBARMENT**

To participate in this solicitation, respondent 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. 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.

**SPECIAL PROVISIONS**  
**REQUEST FOR PROPOSAL**  
**FORT TRAVIS PARK RESTROOM REPLACEMENT**  
**GALVESTON COUNTY, TEXAS**

**K. PERSONNEL TO CONTACT**

Respondents 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 Respondent, which in the opinion of the County affects all Respondents or would be prejudicial to other Respondents if not communicated, shall be furnished to all Respondents as an addendum to the solicitation. Respondents **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)**

Respondents must e-mail their requests (with the subject line “Fort Travis Park Restroom Replacement– RFP #B231035– Questions”) for additional information and/or clarification to the address listed above. The request must include the Responder’s name and the solicitation number and title.

*Any request for additional information or clarification must be received in writing no later than ten (10) calendar days prior to the solicitation due date. Late requests or those not delivered to the proper address may not receive a reply. Respondents shall not attempt to contact the County by any other means. The Purchasing Agent shall post the answers on 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 solicitation Submission Deadline / Solicitation Opening date. The County, at its sole discretion, may not issue a response to an RFP submittal. Respondents should not rely on any oral or written representations, statements, or explanations, other than those made in this solicitation or in any written addendum to this solicitation. Where there appears to be conflict between the solicitation 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 Responder’s sole responsibility to ensure receipt of all addenda prior to submitting its response.** All Respondents 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 <http://www.galvestoncountytexas.gov/county-offices/purchasing> .

The Respondent must acknowledge the receipt of all addenda on the forms provided. In the event a Responder 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 solicitation and waive the acknowledgement of one or more addenda.

Respondents 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 solicitation receipt date or in sufficient time for the Responder to prepare a responsive or competitive submittal.

All questions and responses as posted on the County website pertaining to this solicitation are considered an addendum to, and part of, this solicitation. Each Responder shall be responsible to monitor the County website for new or revised solicitation 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 solicitation or formally issued as an addendum by the Purchasing Agent.

**SPECIAL PROVISIONS****REQUEST FOR PROPOSAL  
FORT TRAVIS PARK RESTROOM REPLACEMENT  
GALVESTON COUNTY, TEXAS****L. 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 solicitation is:

**Julie Diaz**  
**Director of Parks and Cultural Services**  
**4102 Main Street (FM 519)**  
**La Marque, TX 77568**

The Galveston County Commissioners' Court, and/or authorized designees will be responsible for negotiating with the successful Vendor the scope of work, the standards of performance, the specific technology provided, and the support services required for the proposed projects. All contractual amendments will be processed in accordance with Galveston County Purchasing Policies. Amendments will also be brought to Galveston County Commissioners Court for approval as deemed necessary. The approval process serves to ensure the project technology and/or service is within the scope of the resultant contract, that pricing meets the agreed-upon pricing methodology as specified in the contract, and that funds are available.

**M. REQUIREMENTS OF REQUEST FOR PROPOSAL**

Respondent shall provide one (1) unbound single-sided original and three (3) single-sided hard copies of its response to the Purchasing Agent on or before the submission deadline specified herein. Font size is limited to no smaller than font size 11, except that organizational charts, other graphics, and footers may be as small as font size 9.

Respondents shall clearly indicate which project or projects are being submitted for consideration in their cover letter.

**N. INSURANCE**

Respondent 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 ensuring 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 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 Policies, 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.

**SPECIAL PROVISIONS**

**REQUEST FOR PROPOSAL  
FORT TRAVIS PARK RESTROOM REPLACEMENT  
GALVESTON COUNTY, TEXAS**

**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.

**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 the agreement.

**O. SCOPE OF WORK**

The scope of the project includes the construction of new restrooms at Fort Travis Park on Bolivar Peninsula to serve park visitors. The plans call for a prefabricated building with two stalls and a sink on the women's side and one stall, one urinal, and a sink on the men's side. The building also includes a small closet for the electrical panel and storage of maintenance items. The site work will include 32 feet of new sidewalk to access the new building from the existing parking lot.

**P. INVOICES**

Invoices must be itemized indicating all services, materials, and supplies used. Invoices must be submitted to:

**Galveston County Auditor's Office  
Attn: Accounts Payable  
P.O. Box 1418  
Galveston, Texas 77553**

Failure to submit invoices to the above address or failure to include the Purchase Order Number will result in delay in payment.

**Contractor must accept purchase order numbers for specified supplies, equipment, and/or services. Contractor shall not perform any work or release any supplies and/or equipment to any authorized representative of the County of Galveston unless a valid purchase order number issued by the office of the Galveston County Purchasing Agent accompanies the order or if vendor can comply with the provision as stated in the General Provisions, page 5, item 13, Procurement Card Program.**

**Payment for any items issued without prior receipt of a valid purchase order number may become the sole responsibility of the successful contractor.**

## SPECIAL PROVISIONS

### REQUEST FOR PROPOSAL FORT TRAVIS PARK RESTROOM REPLACEMENT GALVESTON COUNTY, TEXAS

#### Q. EVALUATION CRITERIA AND SELECTION PROCESS

The award(s) will be made to the responsible proposer(s) whose proposal is determined to be the best-evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Proposal. In awarding the contract, the Evaluation Committee may take into consideration the proposer's skill, capacity, experience, support capabilities, previous work record, costs, the necessity of prompt and efficient completion of work described in the proposal documents, or other factors considered relevant.

The requested services will be awarded primarily based on the evaluation criteria listed below as well as complying with the provisions as stated in the General Provisions, Item 18, Award of Proposals – Evaluation Criteria and Factors.

The County will evaluate proposals according to factors which include, but may not be limited to the following:

Pricing must include the complete solution, including hardware, minimal software, and details on licensing structure, if any.

All submissions will be reviewed based on the following:

#### **METHODOLGY: 35%**

- Ability of the Contractor to provide the most advantageous methodology, solution, services, and delivery as requested herein
- The ability of the Proposer to satisfy the detailed requirement outlined in this RFP
- The ability of the Proposer to satisfy the construction objectives outlined in this RFP
- Completeness of work plan and ability to meet the goal substantially completing the requested project within the requested or reasonably stated time frame.
- Detailed timeline for construction

#### **COST: 35%**

- The Proposer shall provide pricing information relative to providing the proposed solution/system, services, and supplies as outlined herein. Included in the cost evaluation will be the total initial costs and on-going costs to the County.

#### **REFERENCES, QUALIFICATIONS, PAST PERFORMANCE AND EXPERIENCE: 15%**

- The Proposer shall provide references and information describing the make-up and experience of the company personnel providing the construction services

#### **SAFETY PLAN/SAFETY RECORD/EMR: 15%**

**SPECIAL PROVISIONS**

**REQUEST FOR PROPOSAL  
FORT TRAVIS PARK RESTROOM REPLACEMENT  
GALVESTON COUNTY, TEXAS**

**R. REQUIRED DOCUMENTS CHECKLIST**

By signing here, the firm does hereby attest that it has fully read the instructions, conditions, and general and special provisions and understands them. **Proposer shall return this checklist with completed submittal.**

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

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

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

The following documents shall be returned or confirmed with an "X" with solicitation submittals. Failure to do so may be ample cause for rejection of proposal submittal as non-responsive. It is the responsibility of the Proposer to ensure that Respondent has received all addenda.

**Items:**

**Confirmed (X):**

- |   |                                     |
|---|-------------------------------------|
| 1. Required Documents Checklist (this page)   | _____                               |
| 2. Addenda Acknowledgement (if any)   | #1 _____ #2 _____ #3 _____ #4 _____ |
| 3. One (1) original, three (3) copies of submittal                                  | _____                               |
| 4. ATTACHMENT A - Vendor Qualification Packet                                       | _____                               |
| 5. ATTACHMENT B - Certification Reg. Debarment, Suspension, and Other Ineligibility | _____                               |
| 6. ATTACHMENT C - Certification Regarding Lobbying Form                             | _____                               |
| 7. ATTACHMENT D - Non-Collusion Affidavit   | _____                               |
| 8. ATTACHMENT E - Prohibition on Contracts with Companies Boycotting Israel         | _____                               |
| 9. ATTACHMENT F - Prohibition on Contracts with Certain Companies                   | _____                               |
| 8. ATTACHMENT G - Information for Notice  | _____                               |
| 10. ATTACHMENT H - References   | _____                               |
| 11. BID BOND  | _____                               |

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

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

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

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

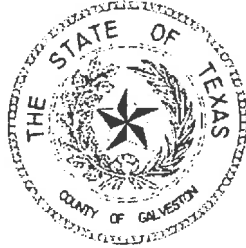
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

*End of Special Provisions Section*





## County of Galveston Purchasing Department Vendor Qualification Packet - Attachment A

(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://federalcontractorregistry.com/?eclid=CIGlh2rr8wCFYkCaQoducANZw> or at

<http://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).*

**Direct Deposit: Direct Deposit Authorization Form – Temporarily suspended until further notice**

**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 (0, 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, 1st 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.galvestoncountytexas.gov>

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.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

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 of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	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>
<input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate
5 Address (number, street, and apt. or suite no.) See instructions.	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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>																									
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### Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 for Part II, later.

<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.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### 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, later.*

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*, later, 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 Pub. 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 24% 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 instructions for Part II 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*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## 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*, later, 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 (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a 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 on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
<ul style="list-style-type: none"> <li>• Corporation</li> </ul>	Corporation
<ul style="list-style-type: none"> <li>• Individual</li> <li>• Sole proprietorship, or</li> <li>• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.</li> </ul>	Individual/sole proprietor or single-member LLC
<ul style="list-style-type: none"> <li>• LLC treated as a partnership for U.S. federal tax purposes,</li> <li>• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or</li> <li>• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.</li> </ul>	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
<ul style="list-style-type: none"> <li>• Partnership</li> </ul>	Partnership
<ul style="list-style-type: none"> <li>• Trust/estate</li> </ul>	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on 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. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## 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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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 *What Name and Number To Give the Requester*, later, 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. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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 item 1, 4, or 5 below indicates 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), ABLE accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. 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:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. 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
15. 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)(j)(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*, earlier.

\*Note: The 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 Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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 report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) 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?

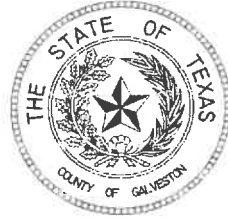
Yes  NO

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



**ATTACHMENT B**  
**County of Galveston**  
**ACKNOWLEDGMENT AND CERTIFICATION REGARDING DEBARMENT,**  
**SUSPENSION, AND OTHER INELGIBILITY**  
**Executive Orders 12549 & 12689 Certification, Debarment and Suspension**

Solicitation Number: **B231035**

Solicitation Title: **FORT TRAVIS PARK RESTROOM REPLACEMENT**

**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

**ATTACHMENT C**

**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:**

**RFP #B231035 Fort Travis Park Restroom Replacement**

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: \_\_\_\_\_

# ATTACHMENT D

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 **RFP B231035 Fort Travis Park Restroom Replacement**
- 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 \_\_\_\_\_, 2023.

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

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





## ATTACHMENT E

### Prohibition on Contracts with Companies Boycotting Israel

Prohibition on contracts with companies boycotting Israel per Government Code 2271.001 Definitions:

- (1) **"Boycott Israel"** has the meaning assigned by Section 808.001.
- (2) **"Company"** has the meaning assigned by Section 808.001; except that the term does not include a sole proprietorship.
- (2) **"Governmental entity"** has the meaning assigned by Government Code, Section 2251.001.

PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

As required by GOVERNMENT CODE, CHAPTER 2271, CONTRACTOR hereby verifies that it does not boycott Israel and will not boycott Israel throughout the term of this Agreement. For the purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**Individual by oath swears that the following statements are factual and true:**

1. Individual is authorized by the Contractor to make this statement for the Contractor.
2. Individual has read and is fully aware of the facts stated in this statement.
3. Individual can read and comprehend the English language.
4. In accordance with Texas Government Code Section 2271.002, this company does not boycott Israel and will not boycott Israel during the term of this contract/agreement.

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

Business Name of Contractor: \_\_\_\_\_

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

County of Contractor: \_\_\_\_\_

Individual: \_\_\_\_\_

Signature of Individual: \_\_\_\_\_



## ATTACHMENT F Prohibition on Contracts with Certain Companies

Prohibition on contracts with certain companies per Government Code 2252.151 Definitions:

- (1) "Company" has the meaning assigned by Section 806.001.
- (2) "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.
- (3) "Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Government Code, Chapter 2254.
- (4) "Governmental entity" has the meaning assigned by Government Code, Section 2252.001.

**Section 2252.152 – CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED.** A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

**Section 2252.153 – Listed Companies.** The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

Pursuant to Chapter 2252, Texas Government Code, VENDOR represents and certifies that, at the time of execution of this Agreement, neither Vendor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

**Individual by oath swears that the following statements are factual and true:**

1. Individual is authorized by the Contractor to make this statement for the Contractor.
2. Individual has read and is fully aware of the facts stated in this statement.
3. Individual can read and comprehend the English language.
4. As required by GOVERNMENT CODE, CHAPTER 2252.152, CONTRACTOR hereby verifies that it is not identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153, or contracting with a company doing business with Iran, Sudan, or any foreign terrorist organizations.

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

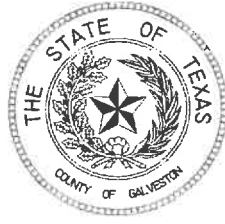
Business Name of Contractor: \_\_\_\_\_

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

County of Contractor: \_\_\_\_\_

Name of Individual: \_\_\_\_\_

Signature of Individual: \_\_\_\_\_



## ATTACHMENT G INFORMATION FOR NOTICE

Solicitation Number: RFP #B231035

Solicitation Title: Fort Travis Park Restroom Replacement

Respondent 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."



## ATTACHMENT H REFERENCES

Solicitation Number: RFP #B231035

Solicitation Title: Fort Travis Park Restroom Replacement

Respondent shall use this form to provide **three (3) references who can attest to the Respondent's capability to carry out the requirements set forth in this qualification request.** If Respondent wishes to provide more than the minimum, Respondent should supplement this form and should clearly mark the supplement as "Supplementary Reference Information."

1. Business Name of Organization: \_\_\_\_\_

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

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

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

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

2. Business Name of Organization: \_\_\_\_\_

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

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

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

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

3. Business Name of Organization: \_\_\_\_\_

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

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

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

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

**TECHNICAL SPECIFICATIONS**

FOR

**GALVESTON COUNTY  
FORT TRAVIS PARK**

**RESTROOM REPLACEMENT**

**HZ No. R316194.01**

**100% CONSTRUCTION DOCUMENTS**

ISSUED: August 15, 2023

**HUITT-ZOLLARS**

**TBPE FIRM # F-761  
10350 RICHMOND AVENUE, SUITE 300  
HOUSTON, TEXAS 77077  
281-496-0066  
R311962.01**

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**SECTION 13000**  
**PREFABRICATED RESTROOM BUILDING**

**A. General, Specifications and Clarification of Prefabricated Building and Site Installation**

1. This portion of the bid specifications does not follow the CSI standard format as the prefabricated structure in this bid is an **off-site constructed "product"** and not "typical" general construction.
2. The **installation of the product on-site is general construction** which must be coordinated between the owner or their general contractor and the supplier. Specifications for the building foundation/pad shall be provided herein by the specified design/build supplier. Due to the responsibility of the specified building supplier for architecture, engineering and a five-year warranty, the site pad/foundation must meet the suppliers design so the pad and building can be considered from a single source for warranty purposes. The supplier must accept the pad and compactions tests before they take responsibility for the entire system under their warranty.

**B. Architectural Design/Engineering and Insurance Responsibility**

1. While the County has provided bid specifications and a design for the building, the building design/build supplier remains legally responsible for architecture, engineering, and all applicable building, safety, health, fire, and accessibility code compliance. Since they hold professional design responsibility to the owner, the building supplier must furnish certification that they provide product liability insurance in the amounts required by the general specifications **to cover property damage and personal injury**. Final drawings shall be stamped by a Texas engineer.

**C. Errors and Omissions Insurance**

1. The building design/build supplier must also provide an additional Professional Architectural and Engineering Errors and Omissions insurance, in the minimum amount of \$2,000,000, **to cover claims against the owner or their general contractor for State and Federal ADA handicapped accessibility and other design/engineering code issues**. This Errors and Omission Policy must remain in effect for 5 years from the completion and owner acceptance of the project. Products liability insurance (since it does not cover professional design responsibility only) will be insufficient for this bid and will be cause for rejection of the bidder.

**D. Insurance for the Building offsite, while in transit, and/or on site until turn over and final owner acceptance**

1. The supplier may request invoicing for a percentage of building completion in-plant, monthly. Under UCC law, this means that the supplier is turning over





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building footprint) on an owner or general contractor prepared pad per the drawings included in this bid.

**H. Licensing:**

The supplier must comply with all the State of Texas requirements.

**I. Bid Standard for the Prefabricated Restroom Building**

- Galveston County understands that there are several firms who design and build various types of prefabricated public restroom buildings in varying quality and architectural styles, using similar or different construction methods and materials. For the purpose of this project, one approved vendor is:

Public Restroom Company, 2587 Business Parkway, Minden, Nevada, 89423 and specifies herein that this firm is the standard for architectural design, safety, green design, code compliance, and site-specific compatibility. Public Restroom Company is the standard of building performance and quality for the 50-year building design-life with low maintenance based upon the longevity of the materials selected.

Contact: **Mike Earle**, Regional Sales Manager  
Phone: **888-888-2060 extension 126**  
Fax: **888-888-1448**  
Email: **Mike@PublicRestroomCompany.com**  
Web: **www.publicrestroomcompany.com**

**J. "Or Equal Restroom Design/Build Suppliers"**

- Galveston County may also allow other firms to become qualified to bid but any firms so authorized to bid must comply with the bid specifications and plans or be subject to post bid rejection.
- In order to provide full and open competition, other firms may request approval as "or equal." **The following items must be provided to the Owner in accordance with substitution requirements outlined in the project specifications.** Failure to supply these items will result in bid rejection.
  - Or Equal applicant shall provide with their bid submission, scaled floor plans and elevations, to show general architectural design criteria is met.
  - Or Equal applicant shall provide with their bid submission, a written list of each and every deviation from the published bid specifications/plans. Lack of specificity to each deviation from the bid specifications will be cause for rejection.
  - Or Equal applicant shall provide with their bid submission, manufacturer's certification of test compliance from a national independent testing laboratory to support the claim for absorption resistance of the slab type that will be used in their proposed restroom. Or Equal applicant must provide a list of every building they designed and built over the last 3 years utilizing the same building



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(POC) nominally 6' from the building line.

8. Owner or their general contractor shall furnish and install final grading, landscaping and sidewalks.

#### **M. Connection to Utilities**

1. The restroom subcontractor will furnish Electrical, Water, and Sewer at the proper POINT OF CONNECTION AND AT THE PROPER ELEVATION BELOW GRADE, for this project. Restroom subcontractor shall provide final hook up of the water from building to POC; sewer hookup to POC; and electrical sleeve from building panel to POC only. Final utility connections shall be by owner, their general contractor, or others. Owner or their general contractor shall flush the water lines thoroughly before making final water connection to the building.

#### **N. Concrete Slab, Required Independent Testing Laboratory Certification**

1. The prefabricated building slab special concrete technology claims to be water and urine resistant for life due to special additive technology. The building subcontractor must furnish a test certification of compliance from a national independent testing laboratory to support the claim for absorption resistance. The written report must state the concrete compressive and absorption per ASTM standard #C642 and #C39 respectively. Since this non-absorbency capability is so significant, the design/build subcontractor must provide a general certification of compliance with the above standards.

#### **O. Prefabricated Restroom Building**

1. Galveston County has evaluated several prefabricated restroom building suppliers. This bid requires such a building be used in lieu of site built traditional construction because of the unique built-in advantages guaranteed by the design/build firm. This technology includes many new innovations such as non-absorbent concrete; anti-microbial components to reduce health risks; built in vandal resistance design; lowered maintenance and long-term warranties that reduce owner risk for failure. The specifications below are written around this new technology.

#### **P. Mat Engineered Concrete Building Slab/Foundation**

1. The mat engineered 8" thick slab/foundation shall be engineered and constructed to withstand the transportation weight of the building without cracking and to resist absorption from any liquids deposited on the surface. The concrete slab shall be constructed inside a steel angle curb, reinforced with dual mats (tension and compression,) and poured with a custom concrete formula with special admixtures to create a finished slab that is waterproof for life.
2. Perimeter Steel Curb: 5/16" 50,000 kip steel 6" X 6" welded continuous angle.
3. Rebar Steel Mat: Two layers of 40,000 tensile steel rebar in varying sizes per engineers' requirements, including a perimeter structural continuous grade beam design inside the exterior steel angle and at any other location deemed by the engineer of record as required for the use intended. In coastal locations or when

required for corrosion resistance rebar shall be epoxy coated or fiberglass to resist permanent corrosion. Rebar mats shall be wire tied to code with a minimum of three turns of the wire and overlaps shall be minimum of 15 diameters for any connection.

4. All slab openings shall be surrounded with two layers of steel collars as required by the engineer of record to stop corner cracking and to reinforce the openings for lifting.
5. 1" thick by 3" minimum length threaded nuts shall be welded to the steel perimeter frame with continuous  $\frac{1}{4}$ " fillet welds. Nuts shall be welded to common steel plates per the engineer of records design and attached to the interior steel rebar structural mats.
6. The engineer of record shall provide lifting locations with sufficient reinforcement to allow the safe lifting of the entire designed weight of the structure with dual 1" steel bolts and washers at each lifting location. The number of lifting locations with each location fitted with removable  $\frac{3}{4}$ " 8" X 8" 50,000 tensile strength steel angles shall be determined by the engineer of record.
7. The slab shall be poured over a 1" thick steel plate table. The concrete mix design shall not exceed a 3" slump and shall be stinger vibrated for maximum consolidation. All floors shall slope to any floor drains within each room and if no floor drain is present the floor should not slope. The surface shall be a very light broom that should meet a coefficient of friction on the surface of .06. Birdbaths shall be cause for rejection.
8. The steel perimeter angle will remain below the concrete surface by nominal two inches to prevent corrosion. After the site concrete sidewalks are poured, the joint shall be full flow sealed with self-leveling grey urethane caulk to prevent penetration of water into the joint.
9. The building shall be designed for future relocation and shall provide protection for the lifting openings in the mat slab so that the threaded openings will be available for future use if needed.
10. The building system shall be designed for placement on an owner or their general contractor site prepared class 2 building pad/and or footings as required by code, per the bid drawings, suitable for 1500 pounds soil bearing capacity minimum. Any soils survey (if necessary) shall be by owner or engineer of record.

**Q. Exterior & Interior Masonry Block Walls**

1. The exterior walls shall be 4" thickness per State of Texas codes or engineering for wind and seismic. The interior walls shall be 4" block to ceiling height.
2. The 8" mat engineered concrete slab shall be cured a minimum of 7 days. Holes for vertical dowels shall be drilled into the mat engineered slab avoiding any grade beams or other structural reinforcement. Once the holes are drilled, blow out the remaining material and using two-part structural epoxy, wet set the #3 or #4 vertical rebar (as specified on the engineering calculations into holes drilled to the depth per the engineer of record requirements. Each rebar shall be held vertical to allow equal epoxy support to each dowel during the drying period. Engineering calculations require that rebar shall be installed in each concrete block center void

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or every block hole. The engineered uplift on each rebar shall be sufficient to restrain any load imposed on the masonry block wall for vertical rebar pull out from the concrete mat engineered slab.

3. The block walls shall be nominal 8" x 16" CMU. The building corners shall have special corner return block that matches the exterior finish and creates a uniform appearance. All 4" CMU shall be custom fabricated with an enlarged interior hole for placement of the grout and vertical rebar.

#### **R. Roof System**

1. The roof structure shall be 26-gauge standing seam metal with 16" striations and ice/water shield. The rake and fascia shall be 2"x6" kiln dried SPF wrapped with 16-gauge formed steel.
2. Roof shall be designed per plans to reduce vandals climbing on roof and to obtain proper ventilation size openings for the gables to provide fan-free ventilation.
3. The restroom ventilation screens (described in a following section) shall be attached to the truss frames and non-removable by vandals.

#### **S. Interior Wall Finish**

1. Interior wall finish to cap beam shall be precision CMU block masonry walls smoothed to a pebble grain finish with 2-4 mil layers of 7-day curing block fillers and painted with two additional 4 mil layers of industrial high solids (color selected by client) industrial grade enamel. Above cap beam shall be painted OSB.

#### **T. Exterior Wall Finish, Masonry and Gable**

1. The building exterior shall have 4" precision CMU block to cap beam. Above cap beam shall be James Hardie lap siding. The exterior shall be painted with two layers of industrial high solids, semi-gloss enamel to a 4-mil thickness. Colors to be selected by Owner.

#### **U. Doors and Gates**

1. The entry doors shall be 7'-0" high pultruded HVHZ fiberglass, custom fabricated, 6 lb./cubic foot, closed-cell polyurethane core wrapped in 4 layers of glass fiber reinforcement and resin encapsulated to 1/8" at all door faces for impact resistance. Stile edges are 9/16" thick of solid FRP structural reinforcement, allowing for maximum screw holding capability. Top rail is 6" deep with 1/4" wall thickness to provide ample reinforcements for closer attachments. Matching pultruded fiberglass door jamb shall be solid filled with 3000 psi masonry grout mix.
2. Doors shall be hung on a full mortise five knuckle McKinney Bearing heavy weight butt hinges.
3. All exterior entry doors shall have a Schlage L series mortise lock with lever pull that meets all Texas Department of Insurance (TDI) regulations.
4. The door closer (restroom entry door only) shall be "LCN" heavy duty #4210 Series, fastened to a structural reinforced door plate per door manufacturer design.
5. Stainless steel vandal resistant fasteners shall be used on all hardware.

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## V. Specialties

All specialty washroom equipment shall be commercial grade stainless steel fastened securely to walls with vandal resistant stainless-steel screws to avoid removal by vandals as follows:

1. Toilet paper holder shall be a covered three-roll, 18-gauge stainless steel. Toilet paper holders shall be attached to block walls with 4 epoxy bedded vandal resistant stainless-steel fasteners.
2. Stainless steel grab bars to code shall be 1 ¼” minimum exposed fastener vandal resistant design and installed at each accessible water closet.
3. Cast Aluminum ADA compliant signs shall be mounted as required on exterior siding. Signs shall have raised pointed Braille tips and shall be blind secured with epoxy adhesive and stainless-steel fasteners.
4. Baby Changing Stations: Foundations Horizontal #5410339
5. Hand Dryer: Dyson Airblade V, nickel finish, mounted adjacent to lavatories.
6. Soap Dispenser shall be a stainless steel thru wall nozzle with remote reservoir located in the mechanical chase.

## W. Plumbing

1. Building shall be fully compliant with the following codes:
  - a) All applicable State of Texas Building Codes. Latest edition applicable.
  - b) Texas Plumbing Code. Latest edition applicable.
2. GENERAL: All components and fabrications shall be designed to reduce life cycle maintenance, be compatible with current maintenance spare parts, and shall be listed in a spare parts/maintenance manual delivered in utility chase of building.
3. WATER PIPING: Shall be type L copper above grade and type K with silver solder below grade. All water piping shall be designed and constructed with high and low point drain fittings. All piping shall be mounted on Uni-strut wall brackets with neoprene isolators, to code.
4. WATER PRESSURE GAUGE/VALVE COMBO: install two commercial grade industrial water pressure gauges, isolation ball valves, 10-micron water filter with clear canister and check valve.
5. PLUMBING FAUCETS, ISOLATION VALVES AND ACTUATORS: All fixtures except those with flush valves shall be isolated with ball valves for each fixture, concealed lever flush valves, and metered push-button type lavatory faucets.
6. DWV PIPING: DWV piping shall be concealed behind the wall. DWV piping shall be PVC DWV, solvent welded, for all concealed piping. A cast iron no hub DWV vent pipe with a cast iron roof mounted vandal cap vent shall be required, through the roof.
7. REMOVABLE PIPE TRAPS: All floor drain, sink drain, and waste traps shall be removable for maintenance. Floor drains shall be trapped behind the wall in the utility chase using a combination waste and vent system. Floor drains shall be increased two pipe sizes over standard to allow code use. All surface mounted utility chase piping shall be mounted on Uni-strut with plastic isolators to code. Sink drain traps shall be concealed behind the utility chase walls where maintenance

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staff can access all plumbing.

8. **PLUMBING FIXTURES:** Plumbing fixtures shall be stainless steel manufactured by Acorn. Toilets shall be wall hung, rear discharge, with Lever flush valves. Toilet seats shall be black solid core plastic, non-flammable construction with continuous stainless steel concealed self-checking hinges. Lavatories shall have concealed remote traps behind the mechanical wall. Schedule of fixtures:
  - a. Water Closets: Acorn 1675 W-1-HET 316SS
  - b. Water Closet Flush Valve: Zurn Z6143AV-HET-7L-BG
  - c. Lavatories: Acorn 1652LRB-1-DMS-03M-316SS
  - d. Lavatory Faucet: Chicago Metered 333-E2805-665PSHABCP
9. **FLOOR GRATES:** Removable 350 lbs. per square foot pultruded fiberglass non-skid floor grates shall be installed over every opening in the utility chase for OSHA protection/compliance.
10. **HOSE BIB:** There shall be one Acorn 8121 LF hose bib provided in the utility chase.
11. **HOSE REEL:** One commercial grade hose reel with capacity for 75' X 3/4" commercial heavy-duty hose and nozzle shall be hung in mechanical room for cleaning of restrooms. One 75' x 3/4" commercial hose shall be furnished.

#### **X. Electrical**

1. **GENERAL:** Electrical system and components shall be commercial grade or better and piping conduits shall be installed on commercial Uni-strut wall hangers. Interior and exterior electrical lighting fixtures in public areas shall provide lifetime manufacturer's warranty.
2. **PANEL/WIRING:** One 100-amp, single-phase, 20 circuit, main industrial grade Panel Board, Square "D" QO series, shall be mounted in the utility chase in the restroom building. All breakers shall be plug-on type, minimum 10,000 A.I.C. RMS (Sym) at 120/240 vac. Wiring shall be stranded copper wire #12 min in EMT piping with screw fittings.
3. **PIPING:** All piping shall be surface mounted to the masonry block walls with minimum of 2" fastener penetration. EMT conduit shall be compression type. Main panel shall maintain a 30" X 36" safety code required clear space, floor to 6' above finished floor.
4. **EXTERIOR LIGHTING:** Luminaire AEL12-10W-120-4000K-DP-BZH, 10watt LED, dark sky complaint, vandal resistant fixtures shall be installed per plans.
5. **INTERIOR LIGHTING:** Luminaire SWP1212, 15 watt, LED, vandal resistant high-impact polycarbonate lens fixtures shall be installed in the restrooms per plans (one in each restroom) and shall have integral occupancy sensors. The utility chase shall have one (2), 4' single-tube LED fixture, suitable for wet locations, with a Occupancy sensor switch at door entry.
6. **LIGHTING CONTROL:** All exterior restroom lighting shall be controlled by a photo-cell mounted 8' high on the exterior utility chase/restroom wall. Two (2) bypass switches shall be located in the utility chase (one for interior lighting and one for exterior lighting), so maintenance staff can check operation during daylight hours.

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Integral occupancy sensors shall control the interior lighting.

7. ELECTRICAL OUTLETS: (1) commercial spec grade dedicated GFCI in the utility chase, per plans.
8. WATER HEATER: Shall be Steibel-Eltron DHC-E3/2, located in the utility chase, one for each lavatory (Qty. 2). The water to the lavatories shall be tempered.

#### **Y. Shipping Protection**

The building, while traveling over roads to the destination may encounter inclement weather or road grime that could require substantial cleaning when it arrives on site. The building shall be shrink-wrapped before transportation and sufficiently strong to arrive at the owner site intact for exterior finish protection. Materials removed on site shall be disposed of and recycled by restroom building install staff.

#### **Z. Certifications**

The local building authority shall provide site inspections for the underground mechanical piping and final connections, footings, and access issues outside the restroom footprint. Restroom building subcontractor shall also furnish 5-year warranty, certifications for the concrete slab specification compliance, and maintenance manuals for the building and components.

**END OF SECTION**



## SECTION 013300 – SUBMITTALS

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Proposed Products list.
- D. Product data.
- E. Shop Drawings.
- F. Samples.
- G. Design data.
- H. Test reports.
- I. Certificates.
- J. Manufacturer's instructions.
- K. Manufacturer's field reports.
- L. Erection drawings.
- M. Construction photographs.

#### 1.2 SUBMITTAL PROCEDURES

- A. Transmit each submittal to the Galveston County Project Manager on Owner approved transmittal form.
- B. Sequentially number the transmittal forms. Re-submittals to have original number with a sequential alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent Drawing and detail number(s), and specification Section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite the Project, and deliver to Owner at business address. Coordinate submission of related items.

- F. For each submittal for review, allow 15 calendar days excluding delivery time to and from the contractor.
- G. Identify all variations from Contract Documents and Product or system limitations, which may be detrimental to successful performance of the completed Work.
- H. Provide space for Contractor and Engineer review stamps.
- I. When revised for resubmission, identify all changes made since previous submission.
- J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- K. Submittals not requested will not be recognized or processed.

### 1.3 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial Construction schedule in triplicate by date of Pre-Construction Conference or date of Notice to Proceed, whichever is earliest.
- B. Revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Submit a CPM-based, computer-generated, horizontal bar chart with separate line for each major section of Work or operation identifying first work day of each week, or other Engineer accepted chart.
- E. Progress Schedule shall, at a minimum, contain the following:
  - 1. Progress Schedule Heading:
    - a. Name of Contractor
    - b. Name of Engineer
    - c. Name and Address of Project
    - d. Owner Project Number
    - e. Current Date of submitted schedule
  - 2. Calendar Months of construction
  - 3. Start date of each task/activity
  - 4. "Milestone" dates for each required inspection
  - 5. Start and completion dates for critical tasks or activities

6. Percentage of total costs or work for each task/activity, etc.
  7. Duration of time for each task/activity, start to finish
  8. Percentage of completion, updated monthly
  9. Proposed Construction Curve marked in black and actual construction curve marked in red
  10. Submit updated Progress Schedule each month in conjunction with Certificate of Payment
- F. CPM Software: Computer based programs which lend themselves to construction management and which are acceptable to the Owner are: Microsoft Projects Plus or Primavera. Use of other software shall be approved by the Owner.
- G. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- H. Indicate estimated percentage of completion for each item of Work at each submission.
- I. Indicate submittal dates required for Shop Drawings, product data, samples, and product delivery dates, including those furnished by Owner and under Allowances.

#### 1.4 PROPOSED PRODUCTS LIST

- A. Within 15 calendar days after date of the Recommendation of Award submit complete list of major equipment or products proposed for use as defined in the Technical Specifications. Included in the list shall be the name of manufacturer, trade name, model number of each Product, and corresponding Section of the Contract Documents.
- B. For Products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.
- C. Contractor shall refer to the County's "Approved Product Listing"

#### 1.5 PRODUCT DATA

- A. Product Data for Review:
1. Submitted to Galveston County Project Manager for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.

2. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in SECTION 01 70 00 - CONTRACT CLOSEOUT.
- B. Product Data for Information:
1. Submitted for the Engineer's knowledge as contract administrator and for the Owner.
- C. Product Data for Project Close-Out:
1. Submitted for the Owner's benefit during and after project completion.
- D. Submit the number of copies which the Contractor requires, plus three copies which will be retained by the Engineer. The number of copies submitted shall be no less than five copies.
- E. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.
- F. Indicate Product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- G. After review, distribute in accordance with Submittal Procedures article above and provide copies for Record Documents described in Section 01 70 00.
- 1.6 SHOP DRAWINGS
- A. Shop Drawings for Review:
1. Submitted to Galveston County Project Manager for distribution for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
  2. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01 70 00.
- B. Shop Drawings for Information:
1. Submitted for the Galveston County Project Manager's knowledge as contract administrator for the Owner.
- C. Shop Drawings for Project Close-Out:
1. Submitted to the Galveston County Project Manager for the Owner's benefit during and after project completion.

- D. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. Submit the number of opaque reproductions which Contractor requires, plus three copies which will be retained by Engineer. The number of copies submitted shall be no less than five copies.

## 1.7 SAMPLES

- A. Samples for Review:
  - 1. Submitted to Galveston County Project Manager for distribution for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
  - 2. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01 70 00.
- B. Samples for Information:
  - 1. Submitted for the Galveston County Project Manager's knowledge as contract administrator for the Owner.
- C. Samples for Selection:
  - 1. Submitted to Galveston County Project Manager for aesthetic, color, or finish selection.
  - 2. Submit samples of finishes, textures, and patterns for Owner's selection.
  - 3. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01 70 00.
- D. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- E. Include identification on each sample, with full Project information.
- F. Submit the number or samples specified in individual specification Sections; one of which will be retained by Engineer.
- G. Reviewed samples which may be used in the Work are indicated in individual specification Sections.

- H. Samples will not be used for testing purposes unless specifically stated in the specification section.

#### 1.8 DESIGN DATA

- A. Submit to the Galveston County Project Manager.
- B. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

#### 1.9 TEST REPORTS

- A. Submit to the Galveston County Project Manager.
- B. Submit test reports for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

#### 1.10 CERTIFICATES

- A. When specified in individual specification Sections, submit certification by manufacturer, installation/application Subcontractor, or the Contractor to Galveston County Project Manager, in quantities specified for Product Data.
- B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Engineer.

#### 1.11 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification Sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing to the Galveston County Project Manager, in quantities specified for Product Data.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- C. Refer to Section 01 40 00 - Quality Control, Manufacturer' Field Services article.

#### 1.12 MANUFACTURER'S FIELD REPORTS

- A. Submit reports to the Galveston County Project Manager.
- B. Submit report in duplicate within 30 days of observation to County Project Manager for information.
- C. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

1.13 ERECTION DRAWINGS

- A. Submit drawings for the Engineer's benefit as contract administrator or for the Owner.
- B. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
- C. Data indicating inappropriate or unacceptable Work may be subject to action by the Owner or Engineer.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION**

SECTION 031000

CONCRETE FORMING AND ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

- 1. Form-facing material for cast-in-place concrete.
- 2. Shoring, bracing, and anchoring.

B. Related Requirements:

- 1. Section 321313 "Concrete Paving" for formwork related to concrete pavement and walks.

1.3 DEFINITIONS

- A. Form-Facing Material: Temporary structure or mold for the support of concrete while the concrete is setting and gaining sufficient strength to be self-supporting.
- B. Formwork: The total system of support of freshly placed concrete, including the mold or sheathing that contacts the concrete, as well as supporting members, hardware, and necessary bracing.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at **Project site**.

1. Review the following:

- a. Special inspection and testing and inspecting agency procedures for field quality control.
- b. Construction, movement, contraction, and isolation joints
- c. Forms and form-removal limitations.
- d. Shoring and reshoring procedures.
- e. Anchor rod and anchorage device installation tolerances.



1.5 ACTION SUBMITTALS

A. Product Data: For each of the following:

1. Exposed surface form-facing material.
2. Concealed surface form-facing material.
3. Forms for cylindrical columns.
4. Pan-type forms.
5. Void forms.
6. Form liners.
7. Insulating concrete forms.
8. Form ties.
9. Waterstops.
10. Form-release agent.

B. Shop Drawings: Prepared by, and signed and sealed by, a qualified professional engineer responsible for their preparation, detailing fabrication, assembly, and support of forms.

1. For exposed vertical concrete walls, indicate dimensions and form tie locations.
2. Indicate dimension and locations of construction and movement joints required to construct the structure in accordance with ACI 301 (ACI 301M).
  - a. Location of construction joints is subject to approval of the Architect.
3. Indicate location of waterstops.
4. Indicate form liner layout and form line termination details.
5. Indicate proposed schedule and sequence of stripping of forms, shoring removal, and reshoring installation and removal.
6. Indicate layout of insulating concrete forms, dimensions, course heights, form types, and details.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For testing and inspection agency.
- B. Research Reports: For insulating concrete forms indicating compliance with International Code Council Acceptance Criteria AC308.
- C. Field quality-control reports.
- D. Minutes of preinstallation conference.

1.7 QUALITY ASSURANCE

- A. Testing and Inspection Agency Qualifications: An independent agency, **acceptable to authorities having jurisdiction**, qualified in accordance with ASTM C1077 and ASTM E329 for testing indicated.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Form Liners: Store form liners under cover to protect from sunlight.
- B. Insulating Concrete Forms: Store forms off ground and under cover to protect from moisture, sunlight, dirt, oil, and other contaminants.
- C. Waterstops: Store waterstops under cover to protect from moisture, sunlight, dirt, oil, and other contaminants.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Concrete Formwork: Design, engineer, erect, shore, brace, and maintain formwork, shores, and reshores in accordance with ACI 301 (ACI 301M), to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads, so that resulting concrete conforms to the required shapes, lines, and dimensions.
  - 1. Design wood panel forms in accordance with APA's "Concrete Forming Design/Construction Guide."
  - 2. Design formwork to limit deflection of form-facing material to 1/240 of center-to-center spacing of supports.
- B. Design, engineer, erect, shore, brace, and maintain insulating concrete forms in accordance with ACI 301 (ACI 301M), to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads, so that resulting concrete conforms to the required shapes, lines, and dimensions.
  - 1. Design cross ties to transfer the effects of the following loads to the cast-in-place concrete core:
    - a. Wind Loads: As indicated on Drawings.
      - 1) Horizontal Deflection Limit: Not more than **1/360** of the wall height.

2.2 FORM-FACING MATERIALS

- A. As-Cast Surface Form-Facing Material:
  - 1. Provide continuous, true, and smooth concrete surfaces.
  - 2. Furnish in largest practicable sizes to minimize number of joints.
  - 3. Acceptable Materials: As required to comply with Surface Finish designations specified in Section 033000 "Cast-In-Place Concrete, and as follows:
    - a. Plywood, metal, or other approved panel materials.
    - b. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:

## CONCRETE FORMING AND ACCESSORIES

- 1) APA HDO (high-density overlay).
  - 2) APA MDO (medium-density overlay); mill-release agent treated and edge sealed.
  - 3) APA Structural 1 Plyform, B-B or better; mill oiled and edge sealed.
  - 4) APA Plyform Class I, B-B or better; mill oiled and edge sealed.
- B. Concealed Surface Form-Facing Material: Lumber, plywood, metal, plastic, or another approved material.
1. Provide lumber dressed on at least two edges and one side for tight fit.
- C. Void Forms: Biodegradable paper surface, treated for moisture resistance, structurally sufficient to support weight of plastic concrete and other superimposed loads.

### 2.3 RELATED MATERIALS

- A. Reglets: Fabricate reglets of not less than 0.022-inch- (0.55-mm-) thick, galvanized-steel sheet. Temporarily fill or cover face opening of reglet to prevent intrusion of concrete or debris.
- B. Dovetail Anchor Slots: Hot-dip galvanized-steel sheet, not less than 0.034 inch (0.85 mm) thick, with bent tab anchors. Temporarily fill or cover face opening of slots to prevent intrusion of concrete or debris.
- C. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch (19 by 19 mm), minimum.
- D. Rustication Strips: Wood, metal, PVC, or rubber strips, kerfed for ease of form removal.
- E. Form-Release Agent: Commercially formulated form-release agent that does not bond with, stain, or adversely affect concrete surfaces and does not impair subsequent treatments of concrete surfaces.
1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
  2. Form release agent for form liners shall be acceptable to form liner manufacturer.
- F. Form Ties: Factory-fabricated, removable or snap-off, glass-fiber-reinforced plastic or metal form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
1. Furnish units that leave no corrodible metal closer than 1 inch (25 mm) to the plane of exposed concrete surface.
  2. Furnish ties that, when removed, leave holes no larger than 1 inch (25 mm) in diameter in concrete surface.
  3. Furnish ties with integral water-barrier plates to walls indicated to receive dampproofing or waterproofing.

**PART 3 - EXECUTION**

**3.1 INSTALLATION OF FORMWORK**

- A. Comply with ACI 301 (ACI 301M).
- B. Construct formwork, so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117 (ACI 117M) and to comply with the Surface Finish designations specified in Section 033000 "Cast-In-Place Concrete" for as-cast finishes.
- C. Limit concrete surface irregularities as follows:
  - 1. Surface Finish-1.0: ACI 117 Class D, 1 inch (25 mm).
  - 2. Surface Finish-2.0: ACI 117 Class B, 1/4 inch (6 mm).
  - 3. Surface Finish-3.0: ACI 117 Class A, 1/8 inch (3.0 mm).
- D. Construct forms tight enough to prevent loss of concrete mortar.
  - 1. Minimize joints.
  - 2. Exposed Concrete: Symmetrically align joints in forms.
- E. Construct removable forms for easy removal without hammering or prying against concrete surfaces.
  - 1. Provide crush or wrecking plates where stripping may damage cast-concrete surfaces.
  - 2. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.
  - 3. Install keyways, reglets, recesses, and other accessories, for easy removal.
- F. Do not use rust-stained, steel, form-facing material.
- G. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces.
  - 1. Provide and secure units to support screed strips
  - 2. Use strike-off templates or compacting-type screeds.
- H. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible.
  - 1. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar.
  - 2. Locate temporary openings in forms at inconspicuous locations.
- I. Chamfer exterior corners and edges of permanently exposed concrete.
- J. At construction joints, overlap forms onto previously placed concrete not less than 12 inches (305 mm).
- K. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work.

1. Determine sizes and locations from trades providing such items.
  2. Obtain written approval of Architect prior to forming openings not indicated on Drawings.
- L. Construction and Movement Joints:
1. Construct joints true to line with faces perpendicular to surface plane of concrete.
  2. Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
  3. Place joints perpendicular to main reinforcement.
  4. Locate joints for beams, slabs, joists, and girders in the middle third of spans.
- M. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection.
1. Locate ports and openings in bottom of vertical forms, in inconspicuous location, to allow flushing water to drain.
  2. Close temporary ports and openings with tight-fitting panels, flush with inside face of form, and neatly fitted, so joints will not be apparent in exposed concrete surfaces.
- N. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- O. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- P. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.
- 3.2 **INSTALLATION OF EMBEDDED ITEMS**
- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete.
1. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
  2. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC 303.
  3. Install reglets to receive waterproofing and to receive through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, shelf angles, and other conditions.
  4. Install dovetail anchor slots in concrete structures, as indicated on Drawings.
  5. Clean embedded items immediately prior to concrete placement.
- 3.3 **REMOVING AND REUSING FORMS**
- A. Formwork for sides of beams, walls, columns, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F for 24 hours after placing concrete. Concrete has to be hard enough to not be damaged by form-removal operations, and curing and protection operations need to be maintained.

## CONCRETE FORMING AND ACCESSORIES

1. Leave formwork for beam soffits, joists, slabs, and other structural elements that support weight of concrete in place until concrete has achieved at least 70 percent of its 28-day design compressive strength.
  2. Remove forms only if shores have been arranged to permit removal of forms without loosening or disturbing shores.
- B. Clean and repair surfaces of forms to be reused in the Work.
1. Split, frayed, delaminated, or otherwise damaged form-facing material are unacceptable for exposed surfaces.
  2. Apply new form-release agent.
- C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints.
1. Align and secure joints to avoid offsets.
  2. Do not use patched forms for exposed concrete surfaces unless approved by Architect.

### 3.4 SHORING AND RESHORING INSTALLATION

- A. Comply with ACI 318 (ACI 318M) and ACI 301 (ACI 301M) for design, installation, and removal of shoring and reshoring.
1. Do not remove shoring or reshoring until measurement of slab tolerances is complete.
- B. In multistory construction, extend shoring or reshoring over a sufficient number of stories to distribute loads in such a manner that no floor or member will be excessively loaded or will induce tensile stress in concrete members without sufficient steel reinforcement.
- C. Plan sequence of removal of shores and reshore to avoid damage to concrete. Locate and provide adequate reshoring to support construction without excessive stress or deflection.

### 3.5 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.
- B. Inspections:
1. Inspect formwork for shape, location, and dimensions of the concrete member being formed.
  2. Inspect insulating concrete forms for shape, location, and dimensions of the concrete member being formed.

END OF SECTION 031000

SECTION 032000

CONCRETE REINFORCEMENT

PART 1 - GENERAL

1.1 REFERENCE STANDARDS

- A. American Concrete Institute (ACI):  
315, Details and Detailing of Concrete Reinforcement  
318, Building Code Requirements for Reinforced Concrete
- B. American Society for Testing and Materials (ASTM):  
A 615, Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
- C. Concrete Reinforcing Steel Institute (CRSI):  
Placing Reinforcing Bars

1.2 SUBMITTALS

- A. Shop Drawings: Show reinforcing bar configuration, bar numbers, spacing, and location, and splicing details.
- B. Test Reports: Submit copies of mill test reports.

1.3 QUALITY ASSURANCE

- A. Tolerances:
  - 1. Fabricating tolerances:
    - a. Sheared length: Plus or minus 1-in.
    - b. Depth of truss bars: Plus 0, minus 1/2-in.
    - c. Overall dimensions of stirrups and ties: Plus or minus 1/2-in.
    - d. Other bends: Plus or minus 1-in.
  - 2. Placing tolerances:
    - a. Clear distance to formed surfaces: Plus or minus 1/4-in.
    - b. Minimum spacing between bars: Plus or minus 1/4-in.
    - c. Top bars in slabs and beams:
      - (1) Members 8-in. deep or less: Plus or minus 1/4-in.
      - (2) Members more than 8-in. but not over 2 ft. deep: Plus or minus 1-in.
    - d. Crosswise of members: Spaced evenly within 2-in.
    - e. Lengthwise of member: Plus or minus 2-in.

**PART 2 - PRODUCTS**

**2.1 MATERIALS**

- A. Reinforcing Bars:
  - 1. ASTM A 615, Grade 60.
  - 2. Bend test requirements: For bars size No. 3 through No. 6, base on 180 deg. bends of full size bars around pins with diameters as follows:
    - a. Bar Nos. 3, 4, and 5: 3-1/2 bar diameters.
    - b. Bar No. 6: 5 bar diameters.

**2.2 FABRICATION**

- A. Fabricate details of concrete reinforcement and accessories complying with ACI 315.

**PART 3 - EXECUTION**

**3.1 HANDLING AND PLACING**

- A. Place reinforcing bars in accordance with CRSI "Placing Reinforcing Bars" and ACI 318, with provisions of ACI 318 governing.
- B. Move bars as necessary to avoid interference with other reinforcing steel, conduits, or embedded items.
- C. If bars are moved more than one bar diameter or enough to exceed tolerances, submit resulting arrangement of bars to Engineer for review.
- D. After fabrication, reinforcing bars shall be delivered to the Work properly identified in accordance with the approved shop drawings.
- E. Place reinforcement, at time of concrete placing, free of mud, oil, or other materials that adversely affect or reduce bond.
- F. Reinforcement with rust, mill scale, or both shall be considered satisfactory, provided minimum dimensions, including height of deformation, and weight of hand-wire-brushed test specimen are not less than ASTM A 615 requirements.
- G. Support reinforcement and fasten together to prevent displacement by construction loads of placing concrete.
- H. Use metal or plastic bar chairs and spacers to support reinforcement.
- I. Where concrete surface will be exposed to weather in finished structure, use noncorrosive or corrosion protected accessories within 1/2-in. of concrete surface.
- J. Bars having splices not shown on shop drawings will be rejected.
- K. Do not bend reinforcement after being embedded in hardened concrete.

END OF SECTION 032000



**CAST IN PLACE CONCRETE**

SECTION 033000

CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 REFERENCE STANDARDS

- A. American Concrete Institute (ACI):
  - 212.1R, Admixtures for Concrete
  - 212.2R, Use of Admixtures in Concrete
  - 302.1R, Concrete Floor and Slab Construction
  - 204R, Measuring, Mixing, Transporting, and Placing Concrete
  - 305R, Hot Weather Concreting
  - 306R, Cold Weather Concreting
  - 308, Standard Practice for Curing Concrete
  - 309R, Consolidation of Concrete
  
- B. American Society for Testing and Materials (ASTM):
  - A 307, Carbon Steel Bolts and Studs 60,000 psi Tensile Strength
  - A 36, Structural Steel
  - C 138, Unit Weight, Yield, and Air Content (Gravimetric) of Concrete
  - C 143, Slump of Portland Cement Concrete
  - C 150, Portland Cement
  - C 172, Sampling Freshly Mixed Concrete
  - C 173, Air Content of Freshly Mixed Concrete by the Volumetric Method
  - C 192, Making and Curing Concrete Test Specimens in the Laboratory
  - C 231, Air Content of Freshly Mixed Concrete by the Pressure Method
  - C 260, Air-Entraining Admixtures for Concrete
  - C 293, Flexural Strength of Concrete (Using Simple Beam with Center-Point Loading)
  - C 309, Liquid Membrane-Forming Compounds for Curing Concrete
  - C 31, Making and Curing Concrete Test Specimens in the Field
  - C 33, Concrete Aggregates
  - C 387, Packaged, Dry, Combined Materials for Mortar and Concrete
  - C 39, Compressive Strength of Cylindrical Concrete Specimens
  - C 494, Chemical Admixtures for Concrete
  - C 78, Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)
  - C 920, Joint Sealant
  - C 94, Ready-Mixed Concrete
  - D 1751, Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)
  - D 1752, Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction
  - D 994, Preformed Expansion Joint Filler for Concrete (Bituminous Type)
  
- C. Concrete Plant Manufacturers Bureau (CPMB):
  - Concrete Plant Mixer Standards of Plant Mixer Manufacturers Division
  
- D. Corps of Engineers (COE):
  - CRD-C300, Handbook for Concrete and Cement
  - CRD-C621, Handbook for Concrete and Cement

## CAST IN PLACE CONCRETE

- E. Federal Specifications (FS):  
FF-S-325, Shield, Expansion; Nail Expansion; and Nail, Drive Screw (Devices, Anchoring, Masonry)

### 1.2 SUBMITTALS

- A. Product Data: Submit literature of proposed materials certifying compliance with specification requirements and curing procedures.
- B. Mill Reports: Furnish mill certificate with each shipment of cement showing chemistry and physical tests for autoclave soundness, heat of hydration, normal consistency false set, and time of set.
- C. Design Mix:
  - 1. Submit proposed design mix from job materials prepared by approved testing laboratory when concrete proportioning Method No. 1 is used (See Paragraph 2.3, C., 1).
  - 2. Submit test records when concrete proportioning Method No. 2 is used (See Paragraph 2.3, C., 2).
  - 3. Include following information in concrete mix design submittal:
    - a. Concrete supplier.
    - b. Design mix designation and location of concrete in work.
    - c. Method of proportioning.
    - d. Type and brand of cement.
    - e. Source of aggregate.
    - f. Sieve analysis of aggregate.
    - g. Type and brand of admixtures.
    - h. Strength curve relationship to water-cement ratios established by at least three points of curve with each point established by average of three cylinder breaks using job materials.
    - i. Coarse Aggregate Factor (C.A.F.)
    - j. Batch weights of ingredients.
    - k. Water-Cement ratio and cement content.
    - l. Air content.
    - m. Slump.
    - n. Seven day and 28 day strengths.
- D. Samples: Secure in accordance with ASTM C 172.
- E. Shop Drawings:
  - 1. Indicate location of control, construction, and expansion joints.
  - 2. Indicate location and size of anchor bolts, anchor plates and other similar concrete-embedded items on anchor bolt setting plan.
  - 3. Indicate placement sequence of concrete.

## CAST IN PLACE CONCRETE

### 1.3 QUALITY ASSURANCE

#### A. Owner's Quality Control Laboratory:

1. Sample and test concrete ingredients.
2. Mixes shall meet or exceed mix design strength requirements and use and finish requirements.
3. Review proposed mix design or design mix to meet or exceed mix design strength and consistency requirements as specified in "Concrete Mix Requirements" and "Concrete Proportioning".
4. Test production samples of materials at plants and stockpiles and at job site during course of work for compliance with specifications.
5. Conduct tests of concrete during construction in compliance with following procedures:
  - a. Strength test:
    - (1) Make specimens in field.
    - (2) Each test shall consist of four cylinders; two tested at seven days and two tested at 28 days.
    - (3) For each class of concrete, one test for each pour of 100 cubic yards shall be made; however, not less than one test for each day of concreting shall be made.
    - (4) When this schedule of testing proves less than five tests for given class of concrete, at least five randomly selected batches shall be tested; if fewer than five batches are used, each batch shall be tested.
    - (5) Additional tests may be required to justify removal of formwork.
    - (6) Specimens shall be secured in compliance with ASTM C 172, made and cured in compliance with ASTM C 31, and tested in compliance with ASTM C 39.
  - b. Slump test: Make one test for each strength test in compliance with ASTM C 143.
  - c. Air Content test: Make one test for each strength test in compliance with ASTM C 173 or ASTM C 231.
  - d. Report test results: Report test results to Owner and Contractor.
  - e. Maintain records: Maintain complete record of specimens; records shall include detailed location of each pour represented.
  - f. Determine temperature of concrete sample for each strength test.
  - g. Inspect concrete batching, mixing, and delivery operations.
  - h. Sample concrete at point of placement.
  - i. Indicate in report location specimens were taken, method stored and curing procedures.
6. Determine slump in accordance with ASTM C 143 of concrete sample for each strength test and when consistency of concrete appears to vary.
7. Determine air content of normal weight concrete for each strength test in accordance with ASTM C 138, ASTM C 173, or ASTM C 231.
8. Patching Core Holes:
  - a. Fill core holes with SikaSet Roadway Patch, Sika Corporation, as per manufacturer's specification or approved equal.

## CAST IN PLACE CONCRETE

### 1.4 HANDLING

#### A. Storage:

1. Store materials in accordance with ACI 304R.
2. Store admixtures to avoid contamination, evaporation, or damage.

#### B. Protection:

1. During curing period, protect concrete from damaging mechanical disturbances, load stresses, shock, and vibration.
2. Protect finished concrete surfaces from damage by construction equipment or materials.
3. Protect from rain or running water.

## PART 2 - PRODUCTS

### 2.1 CONCRETE AND GROUT MATERIALS

#### A. General:

1. Flyash may be used to replace a portion of cement. The ratio of flyash to the total of the flyash and cement in a mix shall not exceed 20%. Flyash shall conform to ASTM C618, Type C or F.
2. Admixtures, other than air-entraining admixtures and water-reducing admixtures in compliance with ASTM C 494, shall not be used in concrete mixtures without prior review of material and proportioning by Owner.

#### B. Cement: ASTM C 150, Type I.

#### C. Concrete Admixtures:

1. Acceptable manufacturers:
  - a. Master Builder.
  - b. Sika Chemical Corp.
2. Air-entraining admixtures: ASTM C 260.
3. Water-reducing, normal set, retarding, and accelerating admixtures:
  - a. Concrete temperatures 80 deg. F. and below: ASTM C 494, Type A.
  - b. Concrete temperatures greater than 80 deg. F.: ASTM C 494, Type D.
  - c. Concrete temperatures 60 deg. F. and below: ASTM C 494, Type E, accelerating.
4. Other admixtures: ASTM C 494.

#### D. Water: Fresh, clean, and potable.

#### E. Aggregates for Normal Weight Concrete: ASTM C 33, Max cured density 150pcf. All aggregate shall be from a single source.

#### F. Lightweight aggregate shall conform to ASTM C330, Max cured density 115pcf. All aggregate shall be from a single source.

## CAST IN PLACE CONCRETE

- G. Anchor Bolts: ASTM A 307.
- H. Anchor Plates: ASTM A 36.
- I. Nonshrink Grout:
  - 1. Non-metallic, pre-mixed nonshrink grout complying with COE CRD-C621.
  - 2. Bleed-free at 25 sec. flow cone fluidity, COE CRD-C621.
- J. Stud Anchors:
  - 1. Acceptable manufacturers:
    - a. Nelson Stud Welding Co.
    - b. Erico Products, Inc.
  - 2. Type with ceramic ferrules; compatible with arc-welding process.
- K. Expansion Bolts:
  - 1. Acceptable manufacturers:
    - a. Hilti Fastener Company.
    - b. Simpson or equal.
  - 2. Wedge type stainless steel, FS FF-S-325, Group II, Type 4, Class 1.
- L. Curing Compound:
  - 1. Comply with COE CRD-C300.
  - 2. Application rate shall not exceed 150 square feet per gallon.
  - 3. Unit moisture loss, g. per sq. cm. at 72 hr. shall not exceed 0.039.
  - 4. Acceptable products:
    - a. "Masterseal", Master Builders.
    - b. "Dress and Seal", L and M Construction Chemicals, Inc.
    - c. "WR Meadows"
- M. Joint Sealant:
  - 1. Two – component elastomeric chemical – cure polyurethane
  - 2. ASTM C920, Type M, Grade P
  - 3. Acceptable products:
    - a. "SIKA Corporation"
    - b. "WR Meadows"

## 2.2 CONCRETE MIX REQUIREMENTS

- A. Strength: Base strength requirements on 28-day compressive strength.  
Also see specification 321313 – Concrete Paving
- B. Mixture Limits:
  - 1. Air-entrainment of normal-weight concrete shall conform to content limits of Table I, as measured by ASTM C 138, ASTM C 173, and ASTM C 231:

**CAST IN PLACE CONCRETE**

TABLE I  
TOTAL AIR CONTENT FOR VARIOUS SIZES OF COARSE  
AGGREGATE FOR NORMAL WEIGHT CONCRETE

Nominal Max. Size of Coarse Aggregate	Size No. (ASTM C 33)	Total Air Content Percent by Volume
1"	57	See section 2.3B

2. Grading for coarse aggregate shall not exceed limits for various size number designations in compliance with ASTM C 33 for various maximum nominal sizes.
3. Water used for mixing concrete, including water absorbed by aggregates and admixture, shall not contain more than 150 ppm of chloride ion.

C. Slump:

1. Slump shall be 3 inches to 5 inches in accordance with ASTM C 143.

D. Admixtures:

1. Comply with ACI 212.1R and ACI 212.2R.
2. Do not use calcium chloride.
3. Use admixtures in accordance with manufacturer's instructions.
4. Use only admixtures in work used in establishing design mix.
5. Water-reducing admixtures, or other admixtures accepted by Owner, may be used to produce quality of concrete specified under prevailing placing conditions.

2.3 CONCRETE PROPORTIONING

A. General:

1. Proportion ingredients to produce mixture which will work readily into corners and angles of forms and around reinforcement under conditions of placement to be employed without excessive segregation of materials or excessive collection of free water on surface or excessive bleeding out of free water.
2. Proportion ingredients to produce mixture of required workability, placeability, durability, strength, and other specified properties.

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B. Required Strength:

TABLE IA

Type of Construction	Minimum Compressive Strength psi. (28 days)	Air Entrainment (Percent)	Minimum Slump (IN.)	Maximum W/C Ratio* (Gals/bg)
Sidewalks and Curbs	See Specification 322775 – Concrete Sidewalks	-	-	.57
Pavement	See Specification 321313 – Concrete Paving	-	-	.57
Grade Beams	3000	4.0	3-5	0.45 to 0.5
Slab on grade	3000	-	3-5	0.45 to 0.5
Footings	3000	4.0	3-5	0.45 to 0.5
All Other Concrete	4000 or greater (see plans)	4.0-5.0	3-5	.40

\* In some instances, maximum water-cement ratios and minimum cement factors may not be compatible due to aggregate characteristics or weather conditions. Under these conditions, water reducing admixture may be introduced into mix. In hot weather, retarding admixture may be added to mix in accordance with manufacturer's recommendations.

C. Normal Weight Concrete: Establish mixture proportions to provide required properties for each class of concrete using one of the methods described below.

1. Method No. 1:

- a. Using materials proposed for work, establish concrete proportions on basis of laboratory trial mixes.
- b. Make at least three trial batches of at least three cylinders per batch at different water-cement ratios which will produce range of strengths within 1000 psi of that specified for each class of concrete for proposed work.
- c. Make trial batches to produce maximum slump within plus or minus 0.75-in. and maximum allowable air content within plus or minus 0.5 percent.
- d. Make and cure cylinders complying with ASTM C 192.
- e. Test for strength at 28 days in accordance with ASTM C 39.
- f. Use results of tests to plot curve showing relationship between water-cement ratio and compressive strength.
- g. For each class of concrete select design water-cement ratio from this curve for average compressive strength 1200 psi greater than specified compressive strength, except that water-cement ratio shall not exceed 6.6 gallons of water per sack (94 lb.) of cement.

2. Method No. 2:

- a. Field test data for concrete made with similar ingredients in previous project may be used to establish mix design for each class of concrete.
- b. Where production facility has record based on 30 consecutive strength tests that represent similar materials and conditions to those expected for each

## CAST IN PLACE CONCRETE

class of concrete, average compressive strength used as basis for selecting proportions shall exceed specified compressive design strength for each class by at least:

- (1) 400 psi if standard deviation is less than 300 psi.
  - (2) 550 psi if standard deviation is 300 to 400 psi.
  - (3) 700 psi if standard deviation is 400 to 500 psi.
  - (4) 900 psi if standard deviation is 500 to 600 psi.
  - (5) 1200 psi if standard deviation is above 600 or unknown.
- c. Strength test data used to determine standard deviation for each class for above requirement shall represent concrete produced to meet specified design compressive strengths within 1000 psi of that specified for proposed work.
- d. For each class of concrete, select water-cement ratio based on Method 2 except that design water- cement ratio shall not exceed 6.6 gallons of water per sack (94 lb.) of cement.

### 2.4 PRODUCTION OF CONCRETE

- A. Ready Mixed Concrete: Batch mix and transport in accordance with ASTM C 94.
- B. Concrete discharge must be complete within 90 minutes of mixing water with cement and aggregates.

## PART 3 - EXECUTION

### 3.1 INSPECTION FOR CONCRETE PLACEMENT

- A. Inspect subgrade for conditions detrimental to work and for specified compacted density.
- B. Inspect formwork and reinforcing for compliance with specified tolerances.
- C. Do not proceed with work until unsatisfactory conditions are corrected.
- D. Do not begin drilled pier operations until provisions are in place to assure that placement of reinforcing and concrete shall occur as soon as possible after finishing drilling the pier. In no case shall drilled piers be left open / unfinished overnight.

### 3.2 INSTALLATION

- A. Drilled Piers:
  1. When drilled piers are shown to be vertical, bore shafts plumb within tolerance of up to 2" over the length of the shaft.
  2. Install closely spaced piers in alternating sequence as required to prevent caving and / or leakage of concrete.
  3. Fill each pier with concrete as soon as practical. Under no circumstances shall drilled piers be left unfilled overnight.
  4. Keep drilled shaft thoroughly clean and free of water before concrete is placed.



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5. Set reinforcing cage as required, to allow for minimum 3" coverage at base. Dropping reinforcing cages into pier shall not be allowed.
  6. Fill pier shaft with concrete up to required elevation. Once placed, consolidate concrete with a pencil vibrator. Do not over vibrate.
- B. Forms:
1. Conform to the shapes, lines and dimensions of the members as shown on the drawings.
  2. Care shall be taken to assure that formwork does not stain concrete surfaces.
  3. Slab Block-Outs:
    - a. Diamond configuration at paving drains and building slabs.
    - b. Coordinate with concrete joints, verify with Architect.
  4. Slope exterior concrete slabs away from building and slope interior slabs to floor drains. Verify all slopes with Architect prior to start of concreting.
  5. Forms:
    - a. Grade beams shall be formed to the sizes indicated on the drawings.
    - b. Where carton forms are not required, the contractor may omit forms of grade beams provided the grade beam is widened 1 1/2 inches on each side in contact with the earth,
    - c. The top 12 inches (minimum) of the outside faces of exposed perimeter grade beams must be formed. Unformed perimeter grade beams shall not be lowed above the surface of finish grading.
    - d. If forms are used, then the widening of the grade beams are not required.
  6. Carton Forms:
    - a. Where carton forms are required, both sides of the grade beam shall be formed.
    - b. Fasten carton form in place to eliminate movement / shifting during concrete placement.
    - c. Take all necessary precautions to keep carton forms dry prior to concrete placement. In the event they become wet, remove and replace with dry, rigid forms.
  7. Slab Recesses and Sloped Surfaces:
    - a. Accurately form all slab recesses to depths indicated on the architectural drawings.
    - b. Where Drawings indicate slab(s) to slope, accurately form sloped areas and screed to provide a uniform slope.

## CAST IN PLACE CONCRETE

- c. Contractor shall have the option to form recessed and sloped areas a minimum of 2 inches deeper than indicated and top recess at a later date to finished elevations.
- 8. Form Removal:
  - a. Ensure safety of the structure
  - b. In no case shall the supporting forms or shoring be removed until the members have acquired sufficient strength to support their weight and the load thereon.

### 3.3 EMBEDDED ITEMS FOR CONCRETE

#### A. Placing Miscellaneous Embedded Items:

- 1. Place sleeves, inserts, anchors, and other embedded items prior to concreting.
- 2. Coordinate placing of embedded items required by other trades prior to placing concrete.
- 3. Position embedded items accurately and support against displacement.
- 4. Temporarily fill voids in sleeves, inserts, and anchor slots with removable material to prevent entry of concrete into voids.

### 3.4 PREPARATION FOR PLACING CONCRETE

- A. Remove hardened concrete and foreign materials from inner surfaces of conveying equipment.
- B. Remove snow, ice, and water from completed formwork.
- C. Verify that reinforcement is secured in place.
- D. Verify that expansion joint material, anchors, sleeves, and other embedded items are in place.
- E. Notify Owner and Engineer minimum of 24 hours before pour. If notifications are not made, Owner may stop placement of concrete.
- F. Cleaning Reinforcement: Free from rust, scale or other coatings which will destroy or reduce the bond.
- G. Reinforcement in all concrete slabs shall be held in proper locations by use of plastic chairs spaced a maximum distance of 48 inches o.c., unless noted otherwise.
- H. Reinforcement shall be protected by the thickness of concrete cover indicated on the plans.

### 3.5 PLACING CONCRETE

#### A. Conveying:

- 1. Comply with ASTM C 94.
- 2. Placement of concrete shall be completed within 1 ½ hours after the introduction of the mixing water to the cement and aggregates, or the introduction of the cement to the aggregates.

### CAST IN PLACE CONCRETE

3. Handle concrete as rapidly as practicable by methods which will prevent segregation, loss of ingredient, or damage quality of concrete.
  4. Do not use conveying equipment that will restrict continuous placement of concrete.
  5. Use horizontal or sloped belt conveyors that will not cause segregation or loss of ingredients.
  6. Protect concrete against undue drying or rise in temperature.
  7. Do not allow mortar to adhere to return length of belt.
  8. Discharge runs longer than 20 ft. into hopper.
  9. Use metal or metal lined chutes with slope not exceeding 1 vertical to 2 horizontal and not less than 1 vertical to 3 horizontal.
  10. Chute more than 20 ft. long discharging into hoppers may be used.
- B. Pumping of Concrete:
1. Design mix to produce pumpable concrete.
  2. Pneumatic conveying equipment shall meet requirements of ACI 304R.
  3. Slump in pumping or pneumatic conveying equipment: 6-in. maximum.
  4. Do not convey through pipe made of aluminum or aluminum alloy.
  5. Obtain approval of A/E to use pumped concrete before placing pumped concrete.
- C. Depositing:
1. Comply with ACI 304R.
  2. Deposit concrete continuously without formation of seams or planes of weakness.
  3. If section cannot be placed continuously, provide construction joints.
  4. Do not start placing of concrete in supported elements until concrete previously placed is no longer plastic and has been in place two hours minimum.
- D. Segregation:
1. Deposit concrete as nearly as practicable in final position to prevent segregation due to rehandling or flowing.
  2. Do not subject concrete to procedures which will cause segregation.
- E. Consolidation:
1. Comply with ACI 309R.
  2. Consolidate concrete by vibration, spading, rodding, or forking.
  3. Thoroughly work around reinforcement, embedded items, and into corners of forms.
  4. Eliminate air or stone pockets which may cause honeycombing, pitting, or planes of weakness.
  5. Use internal vibrators with minimum frequency of 8000 vibrations per minute and sufficient amplitude to consolidate concrete effectively.
  6. Do not use vibrators to transport concrete within forms.
  7. Insert and withdraw vibrators at points approximately 18-in. apart.
  8. At each insertion, maintain duration from 5 to 15 sec. to consolidate concrete but not long enough to cause segregation.
  9. Keep spare vibrators on job site during concrete placing operations.
  10. Where concrete is to have as-cast finish, bring full surface of mortar against form by vibration process and supplemented by spading to work coarse aggregate back from formed surface.
  11. Use internal vibration in beams, girders, slabs, and along bulkheads of slabs on grade.

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- F. Cold-Weather Placement: Comply with ACI 301 and ACI 306R and as follows.
1. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
  2. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
  3. Do not use frozen materials or materials containing ice or snow.
  4. Do not place concrete in contact with surfaces less than 35 deg F, other than reinforcing steel.
  5. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
- G. Hot-Weather Placement: Comply with ACI 301 and ACI 305R and as follows:
1. Maintain concrete temperature at time of discharge to not exceed 95 deg F.
  2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

### 3.6 REPAIR OF CONCRETE SURFACE DEFECTS

- A. Preparation:
1. Repair tie holes and surface defects immediately after form removal.
  2. Remove honeycombed and otherwise defective concrete down to sound concrete.
  3. If chipping is necessary, place edges perpendicular to surface or slightly undercut.
  4. No feathered edges will be permitted.
  5. Dampen patch minimum of 6-in. of surrounding area.
- B. Patching Mixture:
1. Mix one part cement to 2-1/2 parts sand by damp loose volume.
  2. Match color of surrounding concrete as determined by trial patch.
  3. Add water only as necessary for handling and placing.
  4. Mix patching mortar in advance and allow to stand with frequent manipulation with trowel, without addition of water, until it has reached stiffest consistency that will permit placing.
- C. Patch Application:
1. Apply patching mortar after bonding grout has lost sheen.
  2. Thoroughly consolidate mortar into place and strike off to leave patch slightly higher than surrounding surface.
  3. Leave undisturbed for one hour minimum before being finally finished.
- D. Fill tie holes solid with patching mortar after cleaning and dampening.

### 3.7 FINISHING CONCRETE SLABS

## CAST IN PLACE CONCRETE

- A. Meet requirements of ACI 302.1R.
- B. Finishing Tolerances:
  - 1. True planes within 1/8-in. in 10 ft. as determined by 10 ft. straight edge placed on slab in any direction.
- C. Trowel Finish all Concrete Slab Surfaces:
  - 1. Float finish surface of concrete and trowel.
  - 2. Finished surface shall be free of trowel marks, uniform in texture and appearance, and planed to finishing tolerance.
  - 3. On surfaces intended to support floor coverings, remove defects which show through floor covering by grinding.
- D. Trowel and Broom Finish:
  - 1. Apply a first trowel finish to surface while concrete is still plastic slightly scarify surface with fine broom.
  - 2. Comply with flatness and levelness tolerances of trowel floor surfaces.
  - 3. Apply medium broom finish to exterior concrete platforms, steps, ramp, and elsewhere as indicated.

### 3.8 CURING CONCRETE

- A. General:
  - 1. Comply with ACI 308.
  - 2. After placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
  - 3. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration and hardening.
- B. Preservation of Moisture for Concrete Surfaces not in Contact with Forms:
  - 1. Contractor's option:
    - a. Ponding or continuous sprinkling.
    - b. Absorptive mats or fabric kept continuously wet.
    - c. Sand kept continuously wet.
    - d. Continuous application of steam not exceeding 150 deg. F. or mist spray.
    - e. Curing compound:
      - (1) Do not use curing compound on floor slab which will receive floor covering or chemical resistant or epoxy coating.
      - (2) Apply in accordance with manufacturer's recommendations.
      - (3) Do not apply to surfaces to which additional concrete or resilient materials are to be bonded unless manufacturer certifies that compound will not prevent bond or positive means are taken to completely remove compound.
  - 2. Use curing compound on concrete surfaces where floor hardener is shown on Drawings.

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- C. Curing Period: Continue curing for seven days minimum or when average compressive strength of job-cured cylinders has reached 70 percent of specified strength, moisture retention measures may be terminated.

END OF SECTION 033000

SECTION 221000  
PLUMBING PIPING SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including TPWD's Uniform General Conditions, Supplementary General Conditions, all applicable requirements of Division 1, "General Requirements", and Section 230000, "Mechanical General Provisions", govern this Section.

1.2 DESCRIPTION OF WORK:

- A. Work Included: Provide complete operating plumbing piping systems including pipe, tube, fittings, and appurtenances as indicated and in compliance with these Specifications. The Work of this Section shall include, but not be limited to:
  - B. Securing and installing plumbing services for the building.
  - C. A complete domestic hot and cold water distribution system.
  - D. A complete sanitary soil waste and vent system.
  - E. Miscellaneous plumbing equipment and specialties required for a complete plumbing systems as specified.
  - F. Plumbing Services: Secure all plumbing services necessary for the project as required or shown on the Contract Drawings, including paying all required fees and charges. Work related to plumbing services maybe shown on Plumbing, Civil, Architectural or other drawings in the Contract Documents. Plumbing services include, but are not limited to:
    - 1. Securing water connection permit from the authority having jurisdiction.
    - 2. Extending water service from meter box to building entry.
    - 3. Securing sanitary sewer connection permit from the authority having jurisdiction, if required.
    - 4. Connecting or arranging for the connection of the sanitary lines(s) into the sanitary sewer in accordance with the authority having jurisdiction.
    - 5. Installing all drainage systems with the proper slope as required by code.
    - 6. Boring and jacking existing streets, sidewalks, etc., in city right-of-ways as is necessary. (Where this stipulation cannot be met, it shall be the responsibility of the plumbing contractor to secure all necessary permits at his cost to do whatever is required to secure the service from the city or local authority, and make whatever repairs necessary after the service is secured.)
  - G. The Division 23 and/or 22 Contractor shall be responsible for coordinating plumbing services and site utility work as shown on the Contract Drawings with the General Contractor to determine what work is included in the scope of the Division 23 and/or 22 Contractor.

**PLUMBING PIPING SYSTEMS**

- H. Applications: Applications of piping systems include, but are not limited to, the systems as listed below:

WORKING OPERATING	SYSTEM PRESSURE	TEMPERATURES
Domestic Cold Water	Low 150 psig	55°F to 80°F
Domestic Hot Water	Low 150 psig	90°F to 120°F

- I. Valves and Accessories: Refer to Section 22 10 31 for additional plumbing piping system components.

- J. Insulation: Refer to Section 23, "System Insulation", for piping system insulation.

- K. Texas Parks and Wildlife (TPWD) Uniform General Conditions (UGC): Contractor is responsible for following all requirements in the owners (TPWD) UGC. The stricter of these requirements or the owners UGC requirements shall be followed. Where UGC is in conflict with these specifications the contractor shall submit an RFI asking for direction from the Engineer. Where requirements are in the UGC but not in these specifications the UGC requirements shall be followed.

1.3 **QUALITY ASSURANCE:**

- A. Welding: Qualify welding procedures, welders, and operators in accordance with ANSI B31.1, Paragraph 127.5, for shop and job site welding of piping work. Make welded joints on the piping system with continuous welds, without backing rings and with pipe ends beveled before welding. Gas cuts shall be true and free from burned metal. Before welding, surfaces shall be thoroughly cleaned. The piping shall be carefully aligned and no weld metal shall project inside the pipe. Refer to Section 23 00 00 for additional requirements.
- B. UPC Listing: All materials, fixtures or devices used or entering into the construction of the plumbing system shall be listed for UPC or shall conform to Alternate Standards recognized as "equal" by the Officials having jurisdiction.
- C. Cast Iron Pipe Testing: All cast iron waste and vent pipe shall be 100% factory water pressure tested.
- D. Cast Iron Pipe Manufacturers: Cast iron pipe shall be as manufactured by Tyler Pipe or Charlotte Pipe and Foundry.
- E. Installer Qualifications:
1. Company shall have minimum three years documented experience specializing in performing the work of this section.
  2. Installation of plumbing systems shall be performed by individuals licensed by the Texas State Board of Plumbing Examiners as a Journeyman or Master Plumber. Installation may be performed by Apprentice Plumbers provided they are registered with the Texas State Board of Plumbing examiners and under direct supervision of a licensed plumber. All installation shall be supervised by a licensed Master Plumber.
  3. All installers of copper press fittings shall be trained by the fitting manufacturer's appointed representative. Written notification of training shall be submitted to Owner prior to any installation.

1.4 **SUBMITTALS:**



## PLUMBING PIPING SYSTEMS

- A. Shop drawing submittals shall include, but not be limited to, the following:
  - 1. Cut sheets marked to clearly indicate all plumbing piping system materials.
  - 2. Piping fabrication drawings for all main piping runs including connections to existing piping. Fabrication drawings shall include plan views and suitable elevations and shall include all accessories and equipment.
  - 3. Additional items as required in Section 230000.

### 1.5 PRODUCT DELIVERY, STORAGE AND HANDLING:

- A. Deliver components in factory-fabricated water resistant packaging, as applicable.
- B. Handle components carefully to avoid damages to components, enclosures, and finish.
- C. Store components in a clean, dry space, and protect from weather.

## PART 2 - PRODUCTS

### 2.1 PIPING MATERIALS:

- A. General: Provide pipe and tube of type, joint, grade, size, and weight (wall thickness, schedule or class) indicated for each service. Comply with applicable governing regulations and industry standards.
- B. Steel Pipe: ASTM A53 or ASTM A106 black or hot-dipped galvanized as specified. Piping shall be domestically manufactured by one of the manufacturers listed in the latest edition of the American Petroleum Institute (API) approved manufacturers listing.
- C. Copper Tube: ASTM B88, Types "K", Type "L", or Type "M" copper water tube as defined by the Copper and Brass Research Association.
- D. Cast Iron Pipe: ANSI C-150, Class 150 mechanical joint.
- E. Cast Iron Soil Pipe: ASTM A74, ANSI A.112.5 service weight, hub and spigot-type, asphalt or coal tar pitch coated.
- F. Hubless Cast Iron Soil Pipe: CISPI 301-82, service weight with spigot bead ends for coupling assembly, or asphalt or coal tar pitch coated.
- G. Polyvinyl Chloride (PVC) Storm Pipe: Schedule 40 PVC with bell ends and pre-inserted gasket joints.
- H. PEX-a: PEX-a(Engel-Method Crosslinked Polyethylene) Piping: ASTM F 876 and F877 by UPONOR. Connections are made using cold expansion method.

### 2.2 PIPE/TUBE FITTINGS:

- A. General: Provide factory-fabricated fittings of type, materials, grade, class, and pressure rating indicated for each service and pipe size. Provide sizes and types matching pipe, tube, valve, and equipment connections. Where not otherwise indicated, comply with governing regulations, industry standards, and where applicable, with pipe manufacturer's instructions for selections.
  - 1. Cast Iron Flanged Fittings: ANSI B16.1, Class 125 or Class 250, black or galvanized as specified, including bolting and gasketing.
  - 2. Cast Iron Threaded Fittings: ANSI B16.4 or ASTM A126, Class 125 or Class 250, black or galvanized as specified.
  - 3. Malleable Iron Threaded Fittings: ANSI B16.3, Class 150 or Class 300, black or galvanized as specified.

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4. Malleable Iron Threaded Unions: ANSI B16.39, select for proper piping fabrication and service requirements including style, end connections, and metal-to-metal seats (iron, bronze, or brass), plain or galvanized as specified.
  5. Threaded Pipe Plugs: ANSI B16.14.
  6. Steel Flanges/Fittings: ANSI B16.5, including bolting, gasketing, and butt weld end connections.
  7. Forged Steel Socket-welding and Threaded Fittings: ANSI B16.11, rated to match schedule of connected pipe.
  8. Wrought Steel Butt-welding Fittings: ANSI B16.9, except ANSI B16.28 for short radius elbows and returns; rated to match connected pipe.
  9. Cast Iron Drainage Fittings: ANSI B16.22 galvanized with pitched threaded ends.
  10. Pipe Nipples: Fabricated from same pipe as used for connected pipe, except do not use less than Schedule 80 pipe where length remaining unthreaded is less than 1/2". Do not thread nipples full length (no all-thread nipples).
  11. Wrought Copper/Bronze Solder-joint Fittings: ANSI B16.22 suitable for working pressure up to 250 psig.
  12. Grooved End Fittings: ASTM A47 or ASTM A536 joined with Victaulic Style 77 or Style 07 couplings and Grade "E" gaskets on steel systems.
  13. Flanged Fittings: Comply with ANSI B16.15 for bolt-hole dimensioning, materials, and flange-thickness.
  14. Flange Bolts: Bolts shall be carbon steel ASTM A307 Grade A hexagon head bolts and hexagonal nuts. Where one or both flanges are cast iron, furnish Grade B bolts. Cap screws utilized with flanged butterfly valves shall be ASTM A307 Grade B with hexagon heads.
  15. Flange Bolt Thread Lubricant: Lubricant shall be an antiseize compound designed for temperatures up to 1000°F and shall be Crane Anti-Seize Thread Compound or approved equal.
  16. PEX-a: PEX-a(Engel-Method Crosslinked Polyethylene) BY UPONOR. Fittings shall be PEX-a, ASTM F1960, Connections are made using cold expansion method.
- B. Miscellaneous Piping Materials/Products:
- C. Welding Materials: Comply with ASME Boiler and Pressure Vessels Code, Section II, Part C, for welding materials.
- D. Brazing Materials: American Welding Society, AWS A5.B, Classification BCup-5.
- E. Gaskets for Flanged Joints: 1/16" thick for all pipe size 10" and smaller and 1/8" thick for all pipe size 12" and larger. Ring-type shall be used between raised face flanges and full face-type between flat face flanges with punched bolt holes and pipe opening. Gaskets shall be Garlock Style 3400 compressed nonasbestos or equal.
- F. Insulating (Dielectric) Unions: Provide dielectric unions at all pipe connections between ferrous and nonferrous piping. Unions shall be "Clearflow" waterway as made by Victaulic, "Delvin" as made by Pipeline Seal and Insulator Company or as manufactured by Watts Co.
- G. Solder: All solder used for sweating of water piping joints shall be 95/5 tin-antimony or tin-silver. All solder used for sweating of natural gas piping joints shall be

## PLUMBING PIPING SYSTEMS

phosphorous-free, non-lead bearing silver brazing solder with a melting point in excess of 1000°F.

- H. Threadsealing Tape: Threadsealing tape used for plumbing piping applications shall be stretched or nonstretched teflon tape. Threadsealing tape used for natural gas piping applications shall be nonstretched 0.004" thick teflon tape and shall be yellow in color for identification.
- I. Copper piping sizes 1/2" through 4" may utilize mechanical press fittings manufactured by Viega and including the Smart Connect feature to ensure that unpressed fittings will be easily and reliably detected during testing. Installation will be in accordance with manufacturer's approved guidelines. Approved applications will be in accordance with manufacturer's current publication.

### PART 3 - EXECUTION

#### 3.1 PIPING INSTALLATION:

##### A. General:

1. Industry Practices: Install pipe, tube, and fittings in accordance with recognized industry practices which will achieve permanently leak-proof piping systems, capable of performing each indicated service without failure or degradation of service. Install each run with a minimum of joints and couplings, but with adequate and accessible unions or flanged connections to permit disassembly for maintenance/replacement of valves and equipment. Reduce sizes (where indicated) by use of reducing fittings. Align accurately at connections, within 1/16" misalignment tolerance. Coordinate piping locations with other trades to avoid conflict. Give ductwork preference unless directed otherwise by the Engineer.
2. Systems: Install piping parallel or perpendicular to lines of building, true to line and grade, and with sufficient hangers to prevent sags between hangers. Provide fittings at changes in direction. Piping in finished areas shall be concealed, except in mechanical rooms. Where pipes of different sizes join, provide reducing elbows, tees, or couplings. Bushings will not be acceptable.
3. Expansion and Contraction: Install loops, offsets, sizing joints, and expansion joints, as necessary, to avoid strain resulting from expansion and contraction of piping systems on fixtures and equipment.
  - a. Expansion Loops and Offsets: Provide expansion loops and offsets in piping systems for not less than one inch (1") expansion or contraction per 100' of pipe.
4. Pipe Grading: Install domestic water piping to pitch down in the direction of flow for drainage. Grade storm, soil, and waste piping at 1/4" per foot whenever possible, and not in any case less than 1/8" per foot for pipe sizes 4" and larger, unless shown otherwise on the Drawings. Grade vent piping at 1/4" per foot whenever possible, and not in any case less than 1/8" per foot toward vents. Grade gas piping at a minimum of 1/8" per foot toward condensation traps at connected equipment.

B. Steel Pipe: Ream steel pipe after cutting and before threading. Thread with clean-cut taper threads of length to engage all threads in fittings and leave no full-cut threads exposed after make-up. Use John Crane or approved equal teflon thread tape applied only to male threads to make-up joints.

C. Copper Pipe: Cut copper pipe square and ream to remove burrs. Clean fitting socket

**PLUMBING PIPING SYSTEMS**

and pipe ends with sand cloth, No. 00 cleaning pads or wire brush. No acids shall be used to clean either pipe or fittings or as a flux in sweating joints. The use of drilled T connections is not permitted.

- D. PVC Pipe: Cut PVC pipe square and remove all burrs. Clean fitting and pipe butt prior to installation. Install all PVC piping in accordance with the manufacturer's recommendations.
- E. Final Connections to Equipment Furnished by Owner or Under Other Divisions of These Specifications: Where Drawings show equipment to be furnished under other Divisions of these Specifications or by the Owner, such equipment will be delivered to the site, uncrated, assembled, and set in-place under those other Divisions of these Specifications or under the separate contracts. Any required automatic control valves shall also be provided under those other Divisions of these Specifications or other separate contracts. Make all final connections of chilled water, hot water, condenser water, gas, domestic water, waste, and vent as shown. Provide valves, unions, strainers, check valves, and traps as required for proper operation of systems and equipment. Equipment not shown or noted on the piping drawings shall not be included in the scope of this requirement.
- F. Excavation, Installation, and Backfill for Underground Pipe:
  - 1. Layout: Pipes shall be laid and pipe joints made in presence of the Owner's Representative and field measurements, layouts, batter board alignment, grade establishments, and similar locations shall be performed by a Professional Engineer in the employ of the Contractor. The Contractor's engineer shall be on the job during all underground work. A "Bench-Mark" reference for use by the Contractor shall be provided by the Owner.
  - 2. Pipe Grading: Lay and maintain all pipes at required lines and grades during the course of the Work to comply with the Drawings.
  - 3. Trench: Excavate the trench to the depth required. Properly brace and dewater the trench and keep it free of water during installation, testing pipe, and backfilling. No water shall be discharged onto a street or freeway without approval by the Architect. Refer to Section 230000 for additional requirements.
  - 4. Excavation: The trench shall be at least 18" wider than the maximum diameter of the pipe or largest bell and the pipe shall be laid in the center of the trench. The trench shall be excavated to a depth sufficient to provide for pipe cushions or supports as specified with a minimum backfill cover of 30". Trench width may be increased as required and piling left in place until sufficient compacted backfill is in place. Properly sheet and brace all open trenches to render them secure and remove all such sheeting and bracing before completing the backfill. Comply with local regulations or, in the absence thereof, with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America, Inc. The quantity of excavation required to install sheeting and the installation and removal of sheetings and bracings will not be regarded as Extra Work. All costs incurred for this excavation and the installation of sheeting shall be included in the Contract Price. Refer to Section 23 00 00 for additional requirements.
  - 5. Grading: Upon completion of excavation and prior to the laying of the pipe, the trench bottom shall be brought up to the required elevation with a pipe cushion, except where the cushion has been eliminated by the Engineer. Pipe cushions shall be select material deposited in the trench and shall be compacted, leveled off, and shaped to obtain a smooth compacted bed along the laying length of the pipe. Pipe cushion shall be as follows:

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- a. **Stable, Firm Semidry Trench:** Piping shall be laid on undisturbed earth, in a constant uniformly sloped trench. Laying space for hubs or mechanical joints shall be hand cut to 6" either side of the joint and stabilized sand poured and wet in to even with the natural earth trench bottom. The leakproof integrity test of the piping system shall be inspected by the Owner's Representative prior to covering the piping. Failure to notify the Owner's Representative for inspection prior to covering the piping will result in the piping being uncovered and the test being performed again. Where the slope of the trench is found to belly down along the line of piping, before joining, the pipe shall be removed from the trench and the belly converted to uniform slope by adding stabilized bank sand, wet down and slightly mounded to the center of the trench. The section of piping will then be "rolled" into place so with support uniform along its entire length. Where the slope of the trench is found to arch up along the line of piping, before joining, the pipe shall be removed from the trench and the arch converted to uniform slope by cutting the arch out. The section of piping will then be reset into place with support uniform along its entire length.
  - b. **Wet Clay - Black Gumbo:** Piping shall be laid in a constant, uniformly sloped trench. After shaping, the trench shall receive 3" minimum clean bedding sand, which shall be uniformly distributed on the trench bottom. Laying space for the hubs or mechanical joints shall then be hand removed and the piping placed on the setting bed with the weight of the piping distributed evenly on the setting bed over its entire length. The leak-proof integrity test of the piping system shall be inspected by the Owner's Representative prior to covering the piping by the Engineer's agent. Failure to notify the Owner's Representative for inspection prior to covering the piping will result in the piping being uncovered and the test performed again.
  - c. **Rock:** Where rock is encountered, the trench shall be excavated to a minimum of 6" below the pipe elevation and then backfilled with bedding sand to provide a uniform layer for pipe support. Backfill shall be as indicated for Wet Clay - Black Gumbo.
  - d. **Special Considerations:** Where there are expansive soil conditions on the site, special precautions shall be taken to prevent pushing and breakage of underground piping. Precautions shall be in accordance with local installation techniques and may include carton forms or special pipe bedding.
6. **Anchors:** Cast iron pipes shall have concrete anchors at each change in direction and/or as directed. Any change in direction exceeding 15 degrees shall be anchored. Concrete anchors shall rest against solid (virgin) ground with the required area of bearing on pipe and ground to provide suitable anchoring.
  7. **Backfill:** Backfill trenches only after piping has been inspected, tested, and approved by the Architect. Place backfill material in the trench either by hand or approved mechanical methods. The compaction of backfill material shall be accompanied by tamping with hand tools or approved pneumatic tampers, by using vibratory compactors, by puddling, or by any combination of the three. The method of compaction shall be approved and all compaction shall be done to the satisfaction of the Architect. Backfill completely around pipe, including 18" above the pipe, with suitable bank sand, tamped in 4" layers under, around, and over pipe. Water down backfill as required. The remainder of the backfill for

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pipes shall be select backfill material tamped at intervals of no more than 12" depths, to attain a 95% Proctor Compaction Density. All materials to be used as select material backfill shall be approved by the Architect. If, in the opinion of the Architect, the excavated material does not meet the requirements of select material, the Contractor shall be required to screen the material prior to its use as select material backfill. Material used in the upper portion of the backfill or subgrade shall not contain stone, rock, or other material larger than 6" in its longest dimension. No wood, vegetable matter, or other material, which in the opinion of the Architect is unsuitable, shall be included in the backfill. The upper 24" of backfill may be water jetted, if desired. Bring backfill up to finish grade identified on the Architectural Drawings, including additional backfill required to offset settlement during consolidation. When removal of unsuitable, excavated material creates a shortage of backfill material, the Contractor shall, at no change in Contract amount, furnish material as specified in this Section in the amount required to complete the backfill.

8. Existing Surfaces: Restore existing streets, driveways, and sidewalks damaged during the excavation work to acceptable condition, subject to approval by the Architect.
9. Safety: Provide street and sidewalk excavations with approved barricades, warning lights, and cover plates as required by the City. Refer to Section 23 00 00 and Division 1 for additional requirements.

### G. Pipe Fabrication Drawings:

1. Pipe fabrication drawings shall be submitted for all piping in the Mechanical Room and for Equipment connections and all other areas requiring coordination with other trades.
2. Pipe fabrication drawings shall be double line drawings to scale on 1/4" scale building floor plans and shall indicate pipe size, fittings, valves, accessories, connections, system type, insulation, support requirements, pipe elevations and other information required for coordination with other trades and fabrication of pipings.
3. Pipe fabrication drawings shall be coordinated with other trades and building construction prior to submittal for approval. Refer to Section 23 00 00 for additional shop drawing requirements.

### H. Basic Materials and Methods: Refer to Section 23 00 00 for additional requirements related to plumbing piping.

## 3.2 PLUMBING SERVICES:

### A. General: Install the various piping systems as described and as required by the local plumbing inspection department.

1. Slope domestic hot and cold water piping to drain and provide with hose valves (drain valves) at low points.
2. Install soil, waste, and vent piping with horizontal lines pitched in accordance with local codes, but in no case less than 1/4" per foot for pipe 3" and smaller and 1/8" per foot for pipe 4" and larger. Install soil, waste, and vent piping with hubs of each length of piping in the upstream position.
3. Provide chrome-plated piping at each fixture installed in a finished space. Install with proper strap wrenches to avoid marking or defacing.
4. Provide proper restraints on riser and stack offsets.

## PLUMBING PIPING SYSTEMS

- B. Plumbing Connections to Mechanical Equipment:
  - 1. General: Provide necessary pipe and fittings. Make final connections to provide cold water make-up and natural gas supply to mechanical equipment. Locate cold water make-up and gas supply where shown and connect with suitable stop valves, check valves and bypass valves as applicable.
- 3.3 MAKE-UP WATER PIPING SYSTEMS:
  - A. Connections: Connect domestic water to automatic fill and manual quick-fill connections on each HVAC piping system and as shown on Drawings. Provide reduced pressure backflow preventers at each system.
  - B. Compatibility: Use piping and fittings of same material type as materials of the domestic water supply.
- 3.4 DOMESTIC HOT AND COLD WATER PIPING SYSTEMS:
  - A. Interior Hot and Cold Water Piping:
    - 1. Schedule 40 PVC pipe and fittings with solvent weld joints.
    - 2. Piping 3" and smaller, Type "L" copper tubing hard drawn with wrought copper lead free solder end fittings.
    - 3. Provide isolation fitting whenever dissimilar materials are used.
    - 4. Refer to the contract documents and drawings for more information.
  - B. Piping Runouts to Fixtures: Provide piping runouts to fixtures sized to comply with governing regulations. Where not otherwise indicated, provide runouts sized to comply with the following: lavatories - 1/2" hot, 1/2" cold; water closet flush valves - one and one half inch (1-1/2") cold; urinal flush valves - one inch (1") cold; drinking fountains - 1/2" cold. Provide each fixture with a shut-off valve for each supply line. All exposed lines shall be chromium-plated.
  - C. Shock Absorbers:
    - 1. Fixture Air Chambers: At each hot and cold water supply pipe at each fixture, provide a properly sized stainless steel welded nested bellows type shock absorber. Zurn Shoktrol or approved equal sealed airchamber.
- 3.5 UNDERGROUND DOMESTIC WATER PIPING:
  - A. Service Piping: Schedule 40 PVC pipe and fittings with solvent weld joints..
  - B. Underslab Piping: All water piping under the building slab will be installed inside of a schedule 40 PVC sleeve.
  - C. Refer to the contract documents and drawings for more information.
- 3.6 SANITARY DRAINAGE SYSTEM:
  - A. Waste and Vent Piping: waste and vent piping shall be constructed of PVC schedule 40 pipe and fittings with solvent weld belled end per ASTM D-1785.
  - B. Waste and Vent Piping in return air plenum shall be cast iron and fitting assembled with No-Hub stainless steel clamp assemblies.
  - C. Cleanouts:
    - 1. Locations:
      - a. At base of every drainage stack.

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- b. Upper terminal of each horizontal drainage pipe.
  - c. Each 90'length of horizontal straight run of drainage piping.
  - d. Where shown on Drawings.
  - e. As required by local code.
- 2. Size: Cleanouts shall be line size for piping up to 4" and 4" size for piping larger than 4".
  - 3. Access: Provide access doors for access to cleanouts installed in concealed locations.
- D. Fixture Connections:
- 1. Water Closets: Galvanized castable nipples.
  - 2. Lavatories: Copper or cast iron nipples with suitable adapters.
- 3.7 CHASE AND WALL PIPING SUPPORTS:
- A. All piping whether sanitary or water shall be rigidly installed in all chases or walls. Test for rigidity shall be that the piping is virtually immovable by hand short of deforming the piping. Valve, stop and fixture penetrations thru chase or fixture mounting walls shall be firmly supported from just inside the wall or chase prior to penetration to the room-side of the chase or wall.
  - B. Support inside the chase or wall for Sanitary Waste and Vent Piping shall be accomplished by utilizing fixture carrier bolt-downs, "Uni-Strut" or similar structural bracing system, "U-bolts", nuts and lock-washers, all bolted to the floor and to the piping system.
  - C. Support for Water Piping or other similar service piping shall be accomplished by using a "system" designed for that purpose. An approved system shall consist of preformed steel supports which shall be installed between studs or joists and preformed nonmetallic pipe holder inserts which are designed to rigidly support or hold the piping to the steel supports.
  - D. In no case shall Sanitary Sewer Waste or Vent Piping depend on blocks, brick, stone or wood sleepers for its final support. In no case shall Water Piping or similar service piping depend on its final support on "tie-wires", soldering or brazing to metal studs or joists, copper tube soldered to risers and tied to joists or any other method which does not have the written approval of the Engineer. Piping improperly supported shall have improper supports promptly removed and replaced with specified supports at the direction of the Engineer at no additional cost to the Owner and/or Architect/Engineer.
  - E. Support system shall be as manufactured by "Holdrite" or an approved equal.
- 3.8 CLEANING, FLUSHING, TESTING AND INSPECTING:
- A. Cleaning: Clean exterior surfaces of installed piping systems and prepare surface for application of any required coatings.
  - B. Piping Tests:
    - 1. General: Blank off equipment during tests. Perform tests before piping is enclosed in walls, floors, partitions or in any other way concealed from view. Tests may be performed in sections. Tests shall be witnessed by the Engineer or Owner's Representative and local inspectors and results presented to the Engineer for acceptance and approval prior to concealing piping from view. Provide all necessary equipment for testing, including pumps and gauges. Refer to Section 23 00 00 for additional requirements.



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2. Domestic Water Systems: Test hot and cold water systems hydrostatically to a pressure of 150 psig or 1-1/2 times working pressure, whichever is greater, for a period of 24 hours. Repair all leaks, replacing materials as necessary, and repeat tests until systems are proven tight.
  3. Soil, Waste and Vent Piping System: Test soil, waste, and vent piping by plugging all openings and filling system to height required by City Plumbing Inspector, but not less than 10' above the level of the pipe being tested, for a minimum of 3 hours. Inspect all joints for leaks, repair all leaks found, and retest until piping is demonstrated to be free from leaks as evidenced by no perceptible lowering of the water level after 3 hours. In addition to water test, apply peppermint or smoke tests, if required by local code.
  4. Flushing: Flush water piping systems with clean water following successful testing. Refer to Section 23 00 00 for additional pipe cleaning and flushing requirements.
- C. Disinfection of Water Systems: Disinfect hot and cold water systems as follows: Fill systems with water solution containing 50 ppm available chlorine; allow to stand for 8 hours, opening and closing all valves several times during this period; thoroughly flush; refill and place system in service; ensure a residual chlorine content of 0.2 ppm. Refer to Section 2 for additional requirements.
- D. Cleaning and Adjusting: Thoroughly clean and disinfect all plumbing fixtures, including all exposed trim. Adjust all flush valves for proper flushing, but without excess use of water. Demonstrate to the Engineer that the entire plumbing system and all its components are functioning properly.
- E. Inspecting: Visually inspect each run of each system for completion of joints, adequate hangers, supports, and inclusion of accessories and appurtenances.
- 3.9 IDENTIFICATION:
- A. Refer to Section 23 05 53 for applicable painting, nameplates, and labeling requirements.

END OF SECTION 221000

**PLUMBING PIPING VALVES AND ACCESSORIES**

SECTION 221031

PLUMBING PIPING VALVES AND ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including TPWD's Uniform General Conditions, Supplementary General Conditions, all applicable requirements of Division 1, "General Requirements", and Section 230000, "Basic Mechanical Requirements", govern this Section.

1.2 DESCRIPTION OF WORK:

- A. Work Included: Provide plumbing piping valves and accessories as specified, and indicated.
- B. Types: The types of plumbing piping valves and accessories required for the project include, but are not limited to:
  - 1. Valves.
  - 2. Strainers.
  - 3. Unions.
  - 4. Flanges.
  - 5. Gaskets.
  - 6. Flexible connections.
  - 7. Drain pans.

1.3 QUALITY ASSURANCE:

- A. Acceptable Manufacturers: The model numbers listed in the Specifications establish a level of quality and material. The following manufacturers are acceptable, subject to compliance with the requirements of these Specifications.
  - 1. General Valves:
    - a. Crane Company.
    - b. Jenkins Bros. Valves.
    - c. Lunkenheimer.
    - d. Nibco.
    - e. Red and White.
    - f. Stockham Valves and Fittings.
    - g. Walworth Company.
    - h. Milwaukee Valves.
  - 2. Ball Valves:
    - a. Apollo.
    - b. Crane Company.
    - c. Jenkins Bros. Valves.
    - d. Nibco.
    - e. Red and White.
    - f. Stockham Valves and Fittings.
    - g. Victaulic.
    - h. Milwaukee Valves.
  - 3. Backflow Preventers/Pressure Reducing Valves:
    - a. Febco.
    - b. Hersey Products, Inc.
    - c. Watts Regulator Company.

**PLUMBING PIPING VALVES AND ACCESSORIES**

- 4. Check Valves:
  - a. Crane Company.
  - b. Jenkins Bros. Valves.
  - c. Mission.
  - d. Muesco, Inc.
  - e. Williams-Hager, Clow Pipeline Products, Valve Division.
  - f. Victaulic.
  - g. Milwaukee Valves.
- 5. Strainers:
  - a. Crane.
  - b. Keckley.
  - c. Muessco.
  - d. Victaulic.
  - e. Zurn.

1.4 SUBMITTALS:

- A. Shop Drawing submittals shall include, but not be limited to, the following:
  - 1. Cut sheets on all valves, strainers, unions, flanges, gaskets, water meters, and gauges and thermometers, clearly showing all rating, capacities, and features.
  - 2. Valve samples, when requested.
  - 3. Additional information as required in Section 23 00 00.

1.5 DELIVERY, STORAGE AND HANDLING:

- A. Store plumbing piping valves and accessories in their factory-furnished coverings, and in a clean, dry indoor space which provided protection against the weather.

PART 2 - PRODUCTS

2.1 VALVES:

- A. General: All valves shall be similar to numbers listed. All similar type and size valves shall be products of one manufacturer.
- B. Applications: Valve application shall be as follows:

<u>Service</u>	<u>Application</u>	<u>Type</u>
Domestic Water	Shutoff	Ball
	Shutoff	Gate
	Balancing	Globe
	Check	Silent Check
- C. Pressure Ratings:

<u>Service</u>	<u>Location</u>	<u>Rating</u>
Domestic Water	All	Refer to Section 221000
- D. Insulated Piping: Stems on all valves installed in insulated piping shall be extended to allow adequate clearance between the operator and the insulation specified for the piping system when the valve is installed.
- E. Chain Operators: Chain operators shall be provided for all valves installed over 8' above finished floor in the central plant, fan rooms, mechanical rooms and other areas where valves are exposed.
- F. Flanges: Valve flanges and companion flanges for all valve applications shall be compatible with the valve rating and the system pressure at the point of application. Flanges shall conform to ANSI B16.1 and ANSI B16.10.

**PLUMBING PIPING VALVES AND ACCESSORIES**

- G. Butterfly Valves: Butterfly valves shall not be used for plumbing applications.
- H. General Requirements:
1. All valves shall be of threaded or flanged type. No solder connected valves on water lines shall be used on this project. All bronze and iron body gate and globe valves shall be of one manufacture for each project. Manufacturers of other types may not be mixed on the same project; i.e., all butterfly valves shall be of the same manufacture, all ball valves shall be of the same manufacture, etc.
  2. All valves at system points where the System Working Pressure (SWP) at the point of application, including appropriate pump shutoff head, does not exceed 150 psi, may use Class 150 valves.
  3. All bronze gate valves for pressures up to 150 psi shall be ASTM B62 composition bronze. Bronze valves for pressures above 150 psi shall be ASTM B61 steam bronze. All bronze valves shall be union or screw over bonnet, rising stem type with ASTM B99 alloy 651 or ASTM B371 alloy 694 or equal stem material.
  4. All bronze ball valves for pressures up to 300 psi shall be ASTM B62 composition bronze or ASTM B584 alloy 844.
  5. All iron body valves shall have the pressure containing parts constructed of ASTM A126 Class B cast iron. Stem material shall meet ASTM alloy 876 or ASTM 371 Alloy 876 silicon bronze or its equivalent. Gates and globes shall be bolted bonnet with OS&Y (outside screw and yoke) and rising stem design. A lubrication fitting shall be provided on yoke cap for maintenance lubrication of the yoke bushing.
  6. All valves shall be repackable, under pressure, with the valve in the full open position.
  7. All gate valves, globe valves, angle valves and shutoff valves of every character shall have malleable iron handwheels, except iron body valves 2-1/2" and larger which may have either malleable iron or ASTM A126 Class B, gray iron handwheels.
  8. Packing for all valves shall be selected for the pressure-temperature service of the valve. It is incumbent upon the manufacturer to select the best quality, standard packing for the intended valve service. At the end of one year period spot checks will be made, and should the packing show signs of hardening or causing stem corrosion then all valves supplied by the manufacturer shall be repacked at no expense to the Owner with a packing material selected by the Owner.
  9. Valves located with stem in horizontal position shall be drilled and tapped in accordance with MSS-SP-45 at Boss G to accommodate a drain valve.
- I. Plumbing Valves For Domestic Water Service at or Less Than 150 PSIG: All domestic hot and Water valves shall be certified lead free.
1. Ball Valves:
    - a. Ball valves shall be two pieces with a standard or full line size port chromium plated brass balls for domestic water, and 316 stainless steel balls for laboratory air and vacuum use, 316L stainless steel and stems and reinforced seats and stuffing box rings. All ball valves shall be designed to permit repacking while valve is in line. Valves shall be furnished with blowoutproof stems.
    - b. Ball valves 2" and smaller shall be threaded body bronze or brass valves of a full port design. Valves shall be rated for 300 psi WOG and shall conform to Federal Specification MSS\_SP\_110. Valves shall be:
      - 1) Apollo No. 77-100 Series .
      - 2) Crane No. 9032 Series.
      - 3) Nibco No. T-585-70-66 Series.

**PLUMBING PIPING VALVES AND ACCESSORIES**

- 4) Red and White No. 5044F Series.
  - 5) Stockham No. S-216-BR-R-T .
  - 6) Victaulic Style 722 .
  - 7) Milwaukee No.BA-100 .
  - 8) Milwaukee No. BA-400.
2. Gate Valves:
- a. Valves 2-1/2" and larger shall be flanged bronze mounted Class 125 iron body, outside screw and yoke gate valves with bolted bonnets and solid wedges. Valves shall be rated for 200 psi WOG and shall conform to MSS SP-70 and shall be:
    - 1) Crane No. 465-1/2.
    - 2) Jenkins No. 651-C.
    - 3) Lunkenheimer No. 1430.
    - 4) Nibco No. F-617-0.
    - 5) Red and White No. 421.
    - 6) Stockham No. G-623.
    - 7) Walworth No. 8726-F.
    - 8) Milwaukee No. F-2885 (-M).
3. Globe Valves:
- a. Globe valves 2" and smaller shall be 300 psi WOG rated, all bronze globe valves with renewable-regrindable stainless steel plug disk and seat ring, union bonnet, and threaded connections. Valves shall conform to MSS SP-70 and shall be:
    - 1) Crane No. 14-1/2-P.
    - 2) Jenkins No. 546-P.
    - 3) Lunkenheimer No. LQ-600-150.
    - 4) Nibco No. T-276-AP.
    - 5) Stockham No. B 29.
    - 6) Walworth No. 3237-P.
    - 7) Milwaukee No. 591A.
  - b. Angle and Y-pattern globe valves corresponding to the standard globe valve models specified above may be used where more-suited to the installation location.
  - c. Valves 2-1/2" and larger shall be flanged bronze mounted Class 125 iron body, outside screw and yoke globe valves with bolted bonnets and renewable seat and disc. Valves shall be rated for 200 psi WOG and shall conform to MSS SP-85 and shall be:
    - 1) Crane No. 351.
    - 2) Jenkins No. 613-B.
    - 3) Lunkenheimer No. 1123.
    - 4) Nibco No. F-718-B.
    - 5) Red and White No. 400.
    - 6) Stockham No. G-512.
    - 7) Walworth No. 8906-F.
    - 8) Milwaukee No. F-2981 (-M).

**PLUMBING PIPING VALVES AND ACCESSORIES**

- 4. Check Valves:
    - a. Check valves 2" and smaller shall be Class 150 threaded bronze swing check valves with horizontal swing and replaceable discs. Valves shall be rated for 300 psi WOG and shall conform to MSS SP-80 and shall be:
      - 1) Crane No. 141.
      - 2) Jenkins No. 352-C.
      - 3) Lunkenheimer No. 230.
      - 4) Nibco No. T-433.
      - 5) Red and White No. 238.
      - 6) Stockham No. B-321.
      - 7) Milwaukee No. 510S.
    - b. Check valves 2-1/2" and larger shall be flanged bronze mounted Class 150 iron body swing check valves with bolted bonnets and renewable seat and disc. Valves shall be rated for 200 psi WOG and shall conform to MSS SP-71, Type 1 and shall be:
      - 1) Crane No. 373.
      - 2) Jenkins No. 624-C.
      - 3) Lunkenheimer No. 1790.
      - 4) Nibco No. F-918-B.
      - 5) Red and White No. 435.
      - 6) Stockham No. G-931.
      - 7) Walworth No. 8928-F.
      - 8) Milwaukee No. F-2974 (-M).
    - c. All swing check valves shall be installed in vertical piping only. Allow adequate pipe clearance to allow for proper valve operation.
  - J. Valves for Automatic Water Make-up Connections: Valves 2" and smaller shall be Jenkins Fig. No. 900T or equal. Valves 2-1/2" and larger shall be Jenkins Fig. No. 632B, No. 632E or equal butterfly valve with operator.
  - K. Relief Valves: Temperature and pressure, self-closing, lever operated with thermo-bulb extension, 3/4", ANSI B2.1 taper thread male inlet connection, 210°F (98.8°C) and 125 psig setting, ANSI Z1.22, Watts Regulator Company, Type No. 40XL or equal.
  - L. Combination Pressure Reducing and Relief Valves for Make-up Water: Bell and Gossett Model Number 3, dual unit or equal.
  - M. Reduced Pressure Backflow Preventer: Backflow preventers up to 2" shall be bronze body reduced pressure principal type with strainer and inlet and outlet gate valves, Clayton Model RP-2 or an approved equal. Backflow preventers 2-1/2" and larger shall be all bronze or epoxy coated cast iron with strainer and inlet and outlet OS&Y gate valves, Clayton Model RP-1 or an approved equal.
  - N. Flanges: Valve flanges and companion flanges for all valve applications shall be compatible with the valve rating and the system pressure at the point of application.
- 2.2 STRAINERS:
- A. General: Water strainers shall be as follows:
    - 1. 150 psig Working Pressure: 150 psig working pressure, 2" and smaller, shall be Muessco No. 351 or equal, 200 pounds WOG, bronze body with perforated 20 mesh stainless steel screen with cleanout and screwed ends. 150 psig working pressure, 2-1/2 through 24", shall be Muessco No. 751 or equal, 150 pounds WOG, perforated stainless steel screen with 1/16" perforations for sizes through 4", and 5/32" perforations for 5" and above, with blowdown connection, and Class 125 ANSI B16.1 flanged ends.

## PLUMBING PIPING VALVES AND ACCESSORIES

### 2.3 UNIONS:

- A. General: Provide in lines assembled with screwed and soldered fittings at points of connection to items of equipment and elsewhere as indicated or required to permit proper connections to be made or so that equipment may be removed. Unions shall also be provided in welded lines at the connections to items of equipment, where flanges are not provided.
1. Unions in steel lines assembled with screwed fittings shall be malleable iron screwed pattern unions with bronze seats. Unions in copper or brass lines shall be all brass, threaded pattern unions. Where unions are required by the above in steel lines assembled by welding, they shall consist of two mating welding flanges.
  2. Dielectric unions shall be used at all junctures of dissimilar metals.
  3. Unions in 2" and smaller in ferrous lines shall be Class 300 AAR malleable iron unions with iron to brass seats, and 2-1/2" and larger shall be ground flange unions. Unions in copper lines shall be 125 pounds ground joint brass unions or 150 pounds brass flanges if required by the mating item of equipment. Companion flanges on lines at various items of equipment, machines and pieces of apparatus shall serve as unions to permit removal of the particular items. See particular Specifications for special fittings and pressure.

### 2.4 FLANGES:

- A. General: All 125/150 pound and 250/300 pound ANSI flanges shall be weld neck and shall be domestically manufactured, forged carbon steel, conforming to ANSI B16.5 and ASTM A-181 Grade I or II or ASTM A-105-71 as made by Tube Turn, Hackney or Ladish Company. Slip on flanges will not be acceptable. Each fitting shall be stamped as specified by ANSI B16.9 and, in addition, shall have the laboratory control number stenciled on each fitting for ready reference as to physical properties and chemical composition of the material. Complete test reports may be required for any fitting selected at random. Flanges which have been machined, remarked, painted or otherwise produced domestically from imported forgings or materials will not be acceptable. The flanges shall have the manufacturer's trademark permanently identified in accordance with MSS SP-25. Submit data for firm certifying compliance with these Specifications. Gaskets used shall be ring form, dimensioned to fit accurately within the bolt circle, shall be 1/16" thick, Manville service sheet packing Style 60. Inside diameter shall conform to the nominal pipe size. Bolts used shall be carbon steel bolts with semifinished hexagon nuts of American Standard Heavy dimensions. All-thread rods will not be an acceptable for flange bolts. Bolts shall have a tensile strength of 60,000 psi and an elastic limit of 30,000 psi. Flat faced flanges shall be furnished where required to match flanges on pumps, check valves, strainers, and similar items. Only one manufacturer of weld flanges will be approved for each project.

### 2.5 GASKETS:

- A. General: Gaskets shall be placed between the flanges of all flange joints. Such gaskets shall be ring form gaskets fitting within the bolt circle of their respective flanges. Gaskets shall be 1/16" thick Manville Service Sheet Packing Style 60. The inside diameter of such gaskets shall conform to the nominal pipe size and the outside diameter shall be such that the gasket extends outward to the studs or bolts employed in the flanged joint.

## PART 3 - EXECUTION

### 3.1 INSTALLATION:

## PLUMBING PIPING VALVES AND ACCESSORIES

- A. General: Except as otherwise indicated, comply with the following requirements.
- B. Isolation Valves: Provide isolation valves in domestic water systems at each run-out to a piece of equipment, each fixture, and elsewhere as shown on the Drawings.
- C. Valve Stems: Install valves with stems pointed up, in the vertical position where possible, but in no case with stems pointed downward from a horizontal plane. All valves shall be located so as to make the removal of their bonnets possible. All flanged valves shown in the horizontal lines with the valve stem in a horizontal position shall be positioned so that the valve stem is inclined one bolt hole above the horizontal position. Screw pattern valves placed in horizontal lines shall be made up with their valve stems inclined at an angle of 30 degrees above the horizontal position. All valves must be true and straight at the time the system is tested for final acceptance. Valves shall be installed as nearly as possible in the locations as shown on and Drawings. Any change in valve location must be so indicated on the As-built Drawings.
- D. Valve Chain Operators: Mechanical rooms where valves are installed over 8' above floor, provide chain operators.
- E. Swing Check Valves: Swing check valves shall be installed in horizontal piping only.
- F. Unions and Companion Flanges: Provide unions or companion flanges where required to facilitate dismantling of valves and equipment.
- G. Access Doors and Panels: Provide access doors or panels as required to provide full valve access. Refer to Section 230000, "Basic Materials and Methods", for additional requirements.
- H. Strainer Blowdown: Provide a blowdown valve with hose connection and cap at each strainer for blowdown.

### 3.2 IDENTIFICATION:

- A. Refer to Section for applicable painting, nameplates, and labeling requirements.

END OF SECTION 221031



SECTION 221313

FACILITY SANITARY SEWERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including TPWD's Uniform General Conditions, and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Related Sections:
  - 1. Section 330500: Common Work Results for Utilities
  - 2. Section 034100: Precast Concrete
  - 3. Section 221113: Facility Water Distribution Piping
  - 4. Section 221333: Package Lift Station

1.2 SUMMARY

- A. Section Includes:
  - 1. Pipe and fittings.
  - 2. Nonpressure and pressure couplings.
  - 3. Expansion joints and deflection fittings.
  - 4. Backwater valves.
  - 5. Cleanouts.
  - 6. Encasement for piping.

1.3 DEFINITIONS

- A. FRP: Fiberglass-reinforced plastic.

1.4 ACTION SUBMITTALS

- A. Product Data: For the following:
  - 1. Expansion joints and deflection fittings.
  - 2. Backwater valves.
- B. Shop Drawings: For manholes. Include plans, elevations, sections, details, and frames and covers.

**1.5 INFORMATIONAL SUBMITTALS**

- A. Coordination Drawings: Show pipe sizes, locations, and elevations. Show other piping in same trench and clearances from sewer system piping. Indicate interface and spatial relationship between manholes, piping, and proximate structures.
- B. Product Certificates: For each type of cast-iron soil pipe and fitting, from manufacturer.
- C. Field quality-control reports.

**1.6 DELIVERY, STORAGE, AND HANDLING**

- A. Do not store plastic manholes, pipe, and fittings in direct sunlight.
- B. Protect pipe, pipe fittings, and seals from dirt and damage.
- C. Handle manholes according to manufacturer's written rigging instructions.

**1.7 PROJECT CONDITIONS**

- A. Interruption of Existing Sanitary Sewerage Service: Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary service according to owners requirement

**PART 2 - PRODUCTS**

**2.1 DUCTILE-IRON, GRAVITY SEWER PIPE AND FITTINGS**

- A. Pipe: ASTM A 746, for push-on joints.
- B. Standard Fittings: AWWA C110, ductile or gray iron, for push-on joints.
- C. Compact Fittings: AWWA C153, ductile iron, for push-on joints.
- D. Gaskets: AWWA C111, rubber.

**2.2 DUCTILE-IRON, PRESSURE PIPE AND FITTINGS**

- A. Push-on-Joint Piping:
  - 1. Pipe: AWWA C151.
  - 2. Standard Fittings: AWWA C110, ductile or gray iron.
  - 3. Compact Fittings: AWWA C153.
  - 4. Gaskets: AWWA C111, rubber, of shape matching pipe and fittings.
- B. Mechanical-Joint Piping:
  - 1. Pipe: AWWA C151, with bolt holes in bell.

2. Standard Fittings: AWWA C110, ductile or gray iron, with bolt holes in bell.
3. Compact Fittings: AWWA C153, with bolt holes in bells.
4. Glands: Cast or ductile iron; with bolt holes and high-strength, cast-iron or high-strength, low-alloy steel bolts and nuts.
5. Gaskets: AWWA C111, rubber, of shape matching pipe, fittings, and glands.

### 2.3 PVC PIPE AND FITTINGS

#### A. PVC Corrugated Sewer Piping:

1. Pipe: ASTM F 949, PVC corrugated pipe with bell-and-spigot ends for gasketed joints.
2. Fittings: ASTM F 949, PVC molded or fabricated, socket type.
3. Gaskets: ASTM F 477, elastomeric seals.

#### B. PVC Profile Sewer Piping:

1. Pipe: ASTM F 794, PVC profile, gravity sewer pipe with bell-and-spigot ends for gasketed joints.
2. Fittings: ASTM D 3034, PVC with bell ends.
3. Gaskets: ASTM F 477, elastomeric seals.

#### C. PVC Type PSM Sewer Piping:

1. Pipe: ASTM D 3034, SDR 26, PVC Type PSM sewer pipe with bell-and-spigot ends for gasketed joints.
2. Fittings: ASTM D 3034, PVC with bell ends.
3. Gaskets: ASTM F 477, elastomeric seals.

#### D. PVC Gravity Sewer Piping:

1. Pipe and Fittings: ASTM F 679, T-1 wall thickness, PVC gravity sewer pipe with bell-and-spigot ends and with integral ASTM F 477, elastomeric seals for gasketed joints.

#### E. PVC Water-Service Piping:

1. Pipe: ASTM D 1785, Schedule 80 PVC, with plain ends for solvent-cemented joints.
2. Fittings: ASTM D 2467, Schedule 80 PVC, socket type.
  - a. Basis-of-Design Manufacturer: Subject to compliance with requirements, provide products by LASCO Fittings, Inc. or comparable products by one of the following:
    - 1) NIBCO, INC.
    - 2) Dura Plastics Products.

### 2.4 PRESSURE-TYPE PIPE COUPLINGS

#### A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Cascade Waterworks Mfg. Co.
2. Dresser, Inc.
3. Ford Meter Box Company, Inc. (The).

4. JCM Industries, Inc.
  5. Romac Industries, Inc.
  6. Smith, Jay R. Mfg. Co.
  7. Victaulic Company.
  8. Viking Johnson.
- B. Tubular-Sleeve Couplings: AWWA C219, with center sleeve, gaskets, end rings, and bolt fasteners.
- C. Metal, bolted, sleeve-type, reducing or transition coupling, for joining underground pressure piping. Include **200-psig** minimum pressure rating and ends of same sizes as piping to be joined.
- D. Gasket Material: Natural or synthetic rubber.
- E. Metal Component Finish: Corrosion-resistant coating or material.

## 2.5 CLEANOUTS

### A. Cast-Iron Cleanouts:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. Josam Company.
  - b. MIFAB, Inc.
  - c. Smith, Jay R. Mfg. Co.
  - d. Tyler Pipe; a subsidiary of McWane Inc.
  - e. Watts; a Watts Water Technologies company.
  - f. Zurn Industries, LLC.
2. Description: ASME A112.36.2M, round, gray-iron housing with clamping device and round, secured, scoriated, gray-iron cover. Include gray-iron ferrule with inside calk or spigot connection and countersunk, tapered-thread, brass closure plug.
3. Top-Loading Classification(s): Heavy Duty.
4. Sewer Pipe Fitting and Riser to Cleanout: ASTM A 74, Service class, cast-iron soil pipe and fittings.

### B. PVC Cleanouts:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. Canplas LLC.
  - b. IPS Corporation.
  - c. NDS Inc.
  - d. Plastic Oddities.
  - e. Sioux Chief Manufacturing Company, Inc.
  - f. Zurn Industries, LLC.
2. Description: PVC body with PVC threaded plug. Include PVC sewer pipe fitting and riser to cleanout of same material as sewer piping.

2.6 PRECAST CONCRETE MANHOLES

- A. Per Specification 034100 "Precast Concrete" and Section 221333 "Package Lift Station".

PART 3 - EXECUTION

3.1 EARTHWORK

- A. Excavating, trenching, and backfilling are specified in Section 312000 "Earth Moving."

3.2 PIPING INSTALLATION

- A. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground sanitary sewer piping. Location and arrangement of piping layout take into account design considerations. Install piping as indicated, to extent practical. Where specific installation is not indicated, follow piping manufacturer's written instructions.
- B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for using lubricants, cements, and other installation requirements.
- C. Install manholes for changes in direction unless fittings are indicated. Use fittings for branch connections unless direct tap into existing sewer is indicated.
- D. Install proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.
- E. When installing pipe under streets or other obstructions that cannot be disturbed, use pipe-jacking process of microtunneling.
- F. Install gravity-flow, nonpressure, drainage piping according to the following:
  - 1. Install piping pitched down in direction of flow, at slope as indicated on the drawings.
  - 2. Install ductile-iron, gravity sewer piping according to ASTM A 746.
  - 3. Install ABS sewer piping according to ASTM D 2321 and ASTM F 1668.
  - 4. Install PVC cellular-core sewer piping according to ASTM D 2321 and ASTM F 1668.
  - 5. Install PVC corrugated sewer piping according to ASTM D 2321 and ASTM F 1668.
  - 6. Install PVC profile sewer piping according to ASTM D 2321 and ASTM F 1668.
  - 7. Install PVC Type PSM sewer piping according to ASTM D 2321 and ASTM F 1668.
  - 8. Install PVC gravity sewer piping according to ASTM D 2321 and ASTM F 1668.
- G. Install force-main, pressure piping according to the following:
  - 1. Install piping with restrained joints at tee fittings and at horizontal and vertical changes in direction. Use corrosion-resistant rods, pipe or fitting manufacturer's proprietary restraint system, or cast-in-place-concrete supports or anchors.
  - 2. Install piping with 48-inch minimum cover.
  - 3. Install ductile-iron pressure piping according to AWWA C600 or AWWA M41.
  - 4. Install ductile-iron special fittings according to AWWA C600.

5. Install PVC pressure piping according to AWWA M23 or to ASTM D 2774 and ASTM F 1668.
  6. Install PVC water-service piping according to ASTM D 2774 and ASTM F 1668.
  7. Install HDPE force main according to ANSI/AWWA C901 and Section 334105 "High Density Polyethylene Pipe".
- H. Install corrosion-protection piping encasement over the following underground metal piping according to ASTM A 674 or AWWA C105:
1. Hub-and-spigot, cast-iron soil pipe.
  2. Hubless cast-iron soil pipe and fittings.
  3. Ductile-iron pipe and fittings.
  4. Expansion joints and deflection fittings.
- I. Clear interior of piping and manholes of dirt and superfluous material as work progresses. Maintain swab or drag in piping, and pull past each joint as it is completed. Place plug in end of incomplete piping at end of day and when work stops.

### 3.3 PIPE JOINT CONSTRUCTION

- A. Join gravity-flow, nonpressure, drainage piping according to the following:
1. Join hub-and-spigot, cast-iron soil piping with gasket joints according to CISPI's "Cast Iron Soil Pipe and Fittings Handbook" for compression joints.
  2. Join hub-and-spigot, cast-iron soil piping with calked joints according to CISPI's "Cast Iron Soil Pipe and Fittings Handbook" for lead and oakum calked joints.
  3. Join hubless cast-iron soil piping according to CISPI 310 and CISPI's "Cast Iron Soil Pipe and Fittings Handbook" for hubless-coupling joints.
  4. Join ductile-iron, gravity sewer piping according to AWWA C600 for push-on joints.
  5. Join ABS sewer piping according to ASTM D 2321 and ASTM D 2751 for elastomeric-seal joints.
  6. Join PVC cellular-core sewer piping according to ASTM D 2321 and ASTM F 891 for solvent-cemented joints.
  7. Join PVC corrugated sewer piping according to ASTM D 2321.
  8. Join PVC profile sewer piping according to ASTM D 2321 for elastomeric-seal joints or ASTM F 794 for gasketed joints.
  9. Join PVC Type PSM sewer piping according to ASTM D 2321 and ASTM D 3034 for elastomeric-seal joints or ASTM D 3034 for elastomeric-gasket joints.
  10. Join PVC gravity sewer piping according to ASTM D 2321 and ASTM D 3034 for elastomeric-seal joints or ASTM D 3034 for elastomeric-gasket joints.
  11. Join fiberglass sewer piping according to ASTM D 4161 for elastomeric-seal joints.
  12. Join nonreinforced-concrete sewer piping according to ASTM C 14 (ASTM C 14M) and ACPA's "Concrete Pipe Installation Manual" for rubber-gasket joints.
  13. Join reinforced-concrete sewer piping according to ACPA's "Concrete Pipe Installation Manual" for rubber-gasket joints.
  14. Join dissimilar pipe materials with nonpressure-type, flexible[ or rigid] couplings.
- B. Join force-main, pressure piping according to the following:
1. Join ductile-iron pressure piping according to AWWA C600 or AWWA M41 for push-on joints.
  2. Join ductile-iron special fittings according to AWWA C600 or AWWA M41 for push-on joints.

3. Join PVC pressure piping according to AWWA M23 for gasketed joints.
4. Join PVC water-service piping according to ASTM D 2855.
5. Join dissimilar pipe materials with pressure-type couplings.

#### 3.4 CONCRETE PLACEMENT

- A. Place cast-in-place concrete according to ACI 318.

#### 3.5 CLEANOUT INSTALLATION

- A. Install cleanouts and riser extensions from sewer pipes to cleanouts at grade. Use cast-iron soil pipe fittings in sewer pipes at branches for cleanouts, and use cast-iron soil pipe for riser extensions to cleanouts. Install piping so cleanouts open in direction of flow in sewer pipe.
  1. Use Heavy-Duty, top-loading classification cleanouts in all areas.
- B. Set cleanout frames and covers in earth in cast-in-place-concrete block, 18 by 18 by 12 inches deep. Set with tops 1 inch above surrounding grade.
- C. Set cleanout frames and covers in concrete pavement and roads with tops flush with pavement surface.

#### 3.6 CONNECTIONS

- A. Make connections to existing piping and underground manholes.
  1. Use commercially manufactured wye fittings for piping branch connections. Remove section of existing pipe, install wye fitting into existing piping, and encase entire wye fitting plus 6-inch overlap with not less than 6 inches of concrete with 28-day compressive strength of 3000 psi.
  2. Make branch connections from side into existing piping. Remove section of existing pipe, install wye fitting into existing piping, and encase entire wye with not less than 6 inches of concrete with 28-day compressive strength of 3000 psi.
    - a. Use concrete that will attain a minimum 28-day compressive strength of 3000 psi unless otherwise indicated.
    - b. Use epoxy-bonding compound as interface between new and existing concrete and piping materials.
  3. Protect existing piping and manholes to prevent concrete or debris from entering while making tap connections. Remove debris or other extraneous material that may accumulate.

#### 3.7 CLOSING ABANDONED SANITARY SEWER SYSTEMS

- A. Abandoned Piping: Close open ends of abandoned underground piping indicated to remain in place. Include closures strong enough to withstand hydrostatic and earth pressures that may result after ends of abandoned piping have been closed. Use either procedure below:
  1. Close open ends of piping with at least 8-inch thick, brick masonry bulkheads.

2. Close open ends of piping with threaded metal caps, plastic plugs, or other acceptable methods suitable for size and type of material being closed. Do not use wood plugs.
- B. Backfill to grade according to Section 312000 "Earth Moving."
- 3.8 IDENTIFICATION
- A. Comply with requirements in Section 312000 "Earth Moving" for underground utility identification devices. Arrange for installation of green warning tapes directly over piping and at outside edges of underground manholes.
1. Use detectable warning tape over ferrous piping.
  2. Use detectable warning tape over nonferrous piping and over edges of underground manholes.
- 3.9 FIELD QUALITY CONTROL
- A. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 12 inches of backfill is in place, and again at completion of Project.
1. Submit separate report for each system inspection.
  2. Defects requiring correction include the following:
    - a. Alignment: Less than full diameter of inside of pipe is visible between structures.
    - b. Deflection: Flexible piping with deflection that prevents passage of ball or cylinder of size not less than 92.5 percent of piping diameter.
    - c. Damage: Crushed, broken, cracked, or otherwise damaged piping.
    - d. Infiltration: Water leakage into piping.
    - e. Exfiltration: Water leakage from or around piping.
  3. Replace defective piping using new materials, and repeat inspections until defects are within allowances specified.
  4. Reinspect and repeat procedure until results are satisfactory.
- B. Force Main Testing
1. Hydrostatic testing of force mains shall be in accordance with 30 TAC §290.44(a)(5).
- C. Leaks and loss in test pressure constitute defects that must be repaired. Contractor shall be responsible for cost of testing.
- D. Replace leaking piping using new materials, and repeat testing until leakage is within allowances specified.
- 3.10 CLEANING
- A. Clean dirt and superfluous material from interior of piping.

END OF SECTION 221313



SECTION 311000

SITE CLEARING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
  - 1. Removing existing vegetation.
  - 2. Clearing and grubbing.
  - 3. Stripping and stockpiling topsoil.
  - 4. Stripping and stockpiling rock.
  - 5. Removing above- and below-grade site improvements.
  - 6. Disconnecting, capping or sealing, and abandoning site utilities in place.

1.2 DEFINITIONS

- A. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.
- B. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil," but in disturbed areas such as urban environments, the surface soil can be subsoil.
- C. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil; the zone where plant roots grow.
- D. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil; the zone where plant roots grow. Its appearance is generally friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects larger than 2 inches in diameter; and free of weeds, roots, toxic materials, or other nonsoil materials.
- E. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.
- F. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.3 MATERIAL OWNERSHIP

- A. Except for materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site and legally disposed of.

1.4 INFORMATIONAL SUBMITTALS

- A. Existing Conditions: Documentation of existing condition per Section 017300.

1.5 FIELD CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
  - 2. Provide alternate routes around closed or obstructed trafficways if required by Owner or authorities having jurisdiction.
- B. Salvageable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises as shown on drawings.
- C. Utility Locator Service: Notify Texas 811 for area where Project is located before site clearing.
- D. Do not commence site clearing operations until temporary erosion- and sedimentation-control measures are in place.
- E. Soil Stripping, Handling, and Stockpiling: Perform only when the soil is dry or slightly moist.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 312000 "Earth Moving."
  - 1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Protect existing site improvements to remain from damage during construction.
  - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and requirements of authorities having jurisdiction.
- B. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.

- C. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
- D. Remove erosion and sedimentation controls, and restore and stabilize areas disturbed during removal.

### 3.3 EXISTING UTILITIES

- A. Contractor will arrange for disconnecting and sealing indicated utilities per the plans.
- B. Locate, identify, disconnect, and seal or cap utilities indicated to be removed or abandoned in place.
  - 1. Arrange with utility companies to shut off indicated utilities.
  - 2. Owner will arrange to shut off indicated utilities when requested by Contractor.
- C. Locate, identify, and disconnect utilities indicated to be abandoned in place.
- D. Excavate for and remove underground utilities indicated to be removed.
- E. Removal of underground utilities is included in earthwork sections; in applicable plumbing, electrical, communications, electronic safety and security and utilities section.

### 3.4 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.
  - 1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
  - 2. Grind down stumps and remove roots larger than 2 inches in diameter, obstructions, and debris to a depth of 18 inches below exposed subgrade.
  - 3. Use only hand methods or air spade for grubbing within protection zones.
  - 4. Chip removed tree branches and dispose of off site.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
  - 1. Place fill material in horizontal layers not exceeding a loose depth of 6 inches, and compact each layer to a density equal to adjacent original ground.

### 3.5 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to depth of 6 inches in a manner to prevent intermingling with underlying subsoil or other waste materials.
  - 1. Remove subsoil and nonsoil materials from topsoil, including clay lumps, gravel, and other objects larger than 2 inches in diameter; trash, debris, weeds, roots, and other waste materials.

## SITE CLEARING

- C. Stockpile topsoil away from edge of excavations without intermixing with subsoil or other materials. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.
  - 1. Limit height of topsoil stockpiles to 72 inches.
  - 2. Do not stockpile topsoil within protection zones.
  - 3. Dispose of surplus topsoil. Surplus topsoil is that which exceeds quantity indicated to be stockpiled or reused.
  - 4. Stockpile surplus topsoil to allow for resspreading deeper topsoil.
  - 5. Stockpile soils shall have silt fence installed around the perimeter of all piles.
  - 6. Stock piled soil not used at the end of construction shall be hauled off site and disposed offsite at no additional cost to the owner.

### 3.6 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.
- B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.
  - 1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut along line of existing pavement to remain before removing adjacent existing pavement. Saw-cut faces vertically.
  - 2. Paint cut ends of steel reinforcement in concrete to remain with two coats of antirust coating, following coating manufacturer's written instructions. Keep paint off surfaces that will remain exposed.

### 3.7 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.
- B. Separate recyclable materials produced during site clearing from other nonrecyclable materials. Store or stockpile without intermixing with other materials, and transport them to recycling facilities. Do not interfere with other Project work.

END OF SECTION 311000

SECTION 312000

EARTHWORK

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Excavation and Fill for site improvements (pavements, trails, walkways).
2. Excavation and Fill for building foundations.
3. Excavation and Fill for utilities.

1.2 DEFINITIONS

- A. Base Course: Aggregate layer placed between the stabilized subgrade course and hot-mix asphalt paving. The base course shall comply with TxDOT Standard Specification No. 247.
- B. Borrow Soil: Fill imported from off-site. The source of all imported fill material and the location of all borrow sites for fill material shall be submitted by the Contractor and approved in advance by the Owner.
- C. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Engineer. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
  2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be without additional compensation.
- D. Granular Material: Granular material consist of materials classified as GW, GP, SW, SP, by ASTM D2487 where indicated. The liquid limit of such material must not exceed 35 percent when tested in accordance with ASTM D4318. The plasticity index must not be greater than 10 percent when tested in accordance with ASTM D4318,
- E. Select Fill: Select fill (whether imported from offsite or is already onsite) should consist of uniform, non- active inorganic lean clays with a liquid limit (LL) equal to or less than 49, plasticity index (PI) between 10 and 20 percent, and more than 50 percent passing a No. 200 sieve. Material intended for use as select fill shall not have clay clods with PI greater than 20, clay clods greater than 2 inches in diameter, or contain sands/silts with PI less than 10. Sand and clay mixtures/blends are unacceptable for use as select fill. Sand/silt with clay clods is unacceptable for use as select fill. Mixing sand into clay or mixing clay into sand/silt is also unacceptable for use as select fill. The testing lab shall reject any material intended for use as select fill that does not meet the PI, sieve, and clay clod requirements above, without exceptions.

- F. Stabilized Subgrade Course: Cement stabilized sand layer placed between the subgrade and concrete paving.
- G. Subgrade: Uppermost surface of an excavation or the top surface of a fill immediately below stabilized subgrade course, drainage fill, drainage course, or topsoil materials.
- H. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

### 1.3 SUBMITTALS

- A. Qualification Data: For qualified testing agency.
- B. Fill Material and Borrow Pit Locations: The source of all fill material and the location of all borrow sites for fill material shall be submitted by the Contractor and approved in advance by the Owner.
- C. Material Test Reports: For each on-site and borrow soil material proposed for fill as follows:
  - 1. Classification according to ASTM D 2487.
  - 2. Laboratory compaction curve according to ASTM D 698.
- D. Pre-excavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by earth moving operations. Submit before earth moving begins.

### 1.4 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjacent occupied or used facilities during earth moving operations.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner.
- B. Utility Locator Service: Notify "One Call" for area where Project is located before beginning earth moving operations.
- C. Do not commence earth moving operations until temporary erosion- and sedimentation-control measures are in place.
- D. The following practices are prohibited within protection zones:
  - 1. Storage of construction materials, debris, or excavated material.
  - 2. Parking vehicles or equipment.
  - 3. Foot traffic.
  - 4. Erection of sheds or structures.
  - 5. Impoundment of water.
  - 6. Excavation or other digs unless otherwise indicated.
  - 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.

- E. Do not direct vehicle or equipment exhaust towards protection zones.
- F. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

## PART 2 - PRODUCTS

### 2.1 SOIL MATERIALS

- A. Provide imported fill only from Owner-Approved borrow sources.
- B. Fill and Backfill shall be Select Fill.
- C. Sand: ASTM C 33; fine aggregate.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.
- D. Contractor shall remove all site vegetation, major roots systems, topsoil, vegetation cover, deleterious materials, concrete slabs, abandoned underground structures/foundation systems and abandoned buried pipelines/conduits in their entirety from beneath the project areas scheduled for new construction. Site clearing activities should extend 5 feet beyond the new building and pavement perimeters.

### 3.2 CARE AND CONTROL OF WATER

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding the project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
- C. Grade project area to route surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

**3.3 EXCAVATION**

- A. For the restroom facilities, excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered to a distance of five (5') feet outside of building perimeter. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.

**3.4 SUBGRADE INSPECTION**

- A. Notify Owner when excavations have reached required subgrade. Owner's testing lab will observe the subgrade prior to proof rolling to determine acceptable soil conditions.
- B. Exposed subgrade soils beneath proposed building footprints and pavement areas shall be proofrolled with a pneumatic tire roller, or fully loaded tandem-axle dump truck or similar equipment with a minimum weight of 15 tons. No less than two complete coverages should be completed, with alternating perpendicular directions, of the proofroll equipment operating at a travel speed of no more than 3 mph. Any ground areas that either deflect, rut or pump under the traffic of the proofroll equipment shall be removed and replaced with fill. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Engineer, and replace with compacted fill as directed.
- C. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Owner, without additional compensation.

**3.5 STORAGE OF SOIL MATERIALS**

- A. Stockpile borrow soil materials and excavated unsatisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees. All stockpiled spoils shall be protected by silt fencing.

**3.6 FILL**

- A. Place and compact select fill in excavations promptly, but not before completing the following:
  - 1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
  - 2. Removing concrete formwork.
  - 3. Removing trash and debris.
- B. Do not place fill on subgrades containing mud, frost, snow, or ice.

**3.7 SOIL MOISTURE CONTROL**

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.



1. Do not place fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

### 3.8 COMPACTION OF FILL

- A. Place select fill soil materials in horizontal loose layers not more than 6 inches in depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place select fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of Standard Proctor Maximum Dry Density according to ASTM D 698:
  1. Under structures, building slabs, steps, and pavements, scarify and proof roll existing subgrade and compact each layer of fill soil material at 95% Standard Proctor Maximum Dry Density.
  2. Under turf or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 85 percent Standard Proctor Maximum Dry Density.

### 3.9 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
  1. Provide a smooth transition between adjacent existing grades and new grades.
  2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
  1. Turf or Unpaved Areas: Plus or minus 1 inch.
  2. Walks: Plus or minus 1 inch.
  3. Pavements: Plus or minus 1/2 inch.

### 3.10 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a qualified special inspector to perform the following special inspections:
  1. Determine prior to placement of fill that site has been prepared in compliance with requirements.
  2. Determine that fill material and maximum lift thickness comply with requirements.
  3. Determine, at the required frequency, that in-place density of compacted fill complies with requirements.

- B. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections.
- C. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- D. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Engineer.
- E. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:
  - 1. Paved Areas: At subgrade and at each compacted fill layer, at least one test for every 1000 sq. ft or less of paved area, but in no case fewer than three tests.
  - 2. Buildings: At subgrade and at each compacted fill layer, at least one test for every 2,500 sq. ft or less of building footprint, but in no case fewer than three tests. 6. Field density tests should be performed on the compacted fill at a frequency of one test for each 2,500 square feet of building pad area fill per lift of fill and one test at each shallow foundation location per lift of fill.
- F. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

### 3.11 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
  - 1. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
  - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

Fort Travis Park Restroom  
HZ No. R316194.01

**EARTHWORK**

3.12 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 312000

SECTION 322775

CONCRETE SIDEWALKS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Reinforced concrete sidewalks and ramps.

1.2 MEASUREMENT AND PAYMENT

- A. No separate payment will be made under this section. Include cost of such work in conformance with the Bid Proposal.

1.3 REFERENCES

- A. ASTM C 31 - Standard Practice for Making and Curing Concrete Test Specimens in Field.
- B. ASTM C 39 - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
- C. ASTM C 42 - Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
- D. ASTM C 138 - Standard Test Method for Unit Weight, Yield, and Air Content (Gravimetric) of Concrete.
- E. ASTM C 143 - Standard Test Method for Slump of Hydraulic Cement Concrete.
- F. ASTM C 172 - Standard Practice for Sampling Freshly Mixed Concrete.
- G. ASTM D 698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft<sup>3</sup> (600 kN-m/m<sup>3</sup>)).
- H. Texas Accessibility Standards of Architectural Barriers Act, Article 9102, Texas Civil Statutes.

1.4 SUBMITTALS

- A. Conform to requirements of Section 013300 - Submittal Procedures.
- B. Submit certified testing results and certificates of compliance.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Concrete: Conform to material and proportion requirements for concrete of Section 321313 - Concrete Pavement.

- B. Reinforcing Steel: Conform to material requirements of Section 321313 - Concrete Pavement for reinforcing steel. Use No. 3 reinforcing bars.
- C. Prefomed Expansion Joint Material: Conform to material requirements for prefomed expansion joint material.
- D. Expansion Joint Filler: Conform to material requirements for expansion joint material.
- E. Forms: Use straight, unwarped wood or metal forms with nominal depth equal to or greater than proposed sidewalk thickness. The use of 2 inch by 4 inch lumber as forms will not be allowed.

**PART 3 EXECUTION**

**3.1 REPLACEMENT**

- A. Replace sidewalks and slope paving which are removed or damaged during construction with thickness and width equivalent to one removed or damaged, unless otherwise shown on Drawings. Finish surface (exposed aggregate, brick pavers, etc.) to match existing sidewalk.
- B. Provide replaced and new sidewalks with wheelchair ramps when sidewalk intersects curb at street or driveway.

**3.2 PREPARATION**

- A. Identify and protect utilities which are to remain.
- B. Protect living trees, other plant growth, and features designated to remain.
- C. Excavate subgrade 6 inches beyond outside lines of sidewalk. Shape to line, grade and cross section. Compact subgrade to minimum of 90 percent maximum dry density at optimum to 3 percent above optimum moisture content, as determined by ASTM D 698.
- D. Immediately after subgrade is prepared, cover with compacted sand bed to depth as shown on Drawings. Lay concrete when sand is moist but not saturated.

**3.3 PLACEMENT**

- A. Setting Forms: Straight, unwarped wood or metal forms with nominal depth equal to or greater than proposed sidewalk thickness. Use of 2 by 4's as forms will not be allowed. Securely stake forms to line and grade. Maintain position during concrete placement.
- B. Reinforcement:
  - 1. Install reinforcing bars.
  - 2. Install reinforcing steel as shown on the drawings. Lay longitudinal bars in walk continuously, except through expansion joints.
  - 3. Use sufficient number of chairs to support reinforcement in manner to

maintain reinforcement in center of slab vertically during placement.

4. Drill dowels into existing paving, sidewalk and driveways, secure with epoxy, and provide headers as required.
  5. Use sufficient number of chairs for steel reinforcement bars to maintain position of bars within allowable tolerances. Place reinforcement as shown on Drawings. In plane of steel parallel to nearest surface of concrete, bars shall not vary from plan placement by more than 1/12 of spacing between bars. In plane of steel perpendicular to nearest surface of concrete, bars shall not vary from plan placement by more than 1/4 inch.
- E. Place concrete in forms to specified depth and tamp thoroughly with "jitterbug" tamp, or other acceptable method. Bring mortar to surface.
  - F. Strike off to smooth finish with wood strike board. Finish smoothly with wood hand float. Brush across sidewalk lightly with fine-haired brush.
  - G. Unless otherwise indicated on Drawings, mark off sidewalk joints 1/8 inch deep, at spacing equal to width of walk. Use joint tool equal in width to edging tool.
  - H. Finish edges with tool having 1/4 inch radius.
  - I. After concrete has set sufficiently, refill space along sides of sidewalk to one-inch from top of walk with suitable material. Tamp until firm and solid, place sod as applicable.

#### 3.4 FIELD QUALITY CONTROL

- A. Testing will be performed under provisions of under provisions of Section 014540 – Testing Laboratory Services and 014520 – Inspection Services.
- B. Compressive Strength Test Specimens: Four test specimens for compressive strength test will be made in accordance with ASTM C 31 for each 30 cubic yards or less of sidewalk that is placed in one day. Two specimens will be tested at 7 days. Remaining two specimens will be tested at 28 days. Specimens will be tested in accordance with ASTM C 39. Minimum compressive strength: 3000 psi at 7 days and 3500 psi at 28 days.
- C. Yield test for cement content per cubic yard of concrete will be made in accordance with ASTM C 138. When cement content is found to be less than that specified per cubic yard, reduce batch weights until amount of cement per cubic yard of concrete conforms to requirements.
- D. If the Contractor places concrete without notifying the laboratory, the Owner will have the concrete tested by means of core test as specified in ASTM C 42. When concrete does not meet specification, cost of test will be deducted from payment.
- E. Sampling of fresh concrete shall be in accordance with ASTM C 172.
- F. Take slump tests when cylinders are made and when concrete slump appears excessive.
- G. Concrete shall be acceptable when average of two 28 day compression tests is equal to or greater than minimum 28 day strength specified.
- H. If either of two tests on field samples is less than average of two tests by more than

10 percent, that entire test shall be considered erratic and not indicative of concrete strength. Core samples will be required of in-place concrete in question.

- I. If 28 day laboratory test indicates that concrete of low strength has been placed, test concrete in question by taking cores as directed by Project Manager. Take and test at least three representative cores as specified in ASTM C 42 and deduct cost from payment due.

**3.5 NONCONFORMING CONCRETE**

- A. Remove and replace areas that fail compressive strength tests, with concrete of thickness shown on Drawings.
- B. Replace nonconforming sections at no additional cost to Owner.

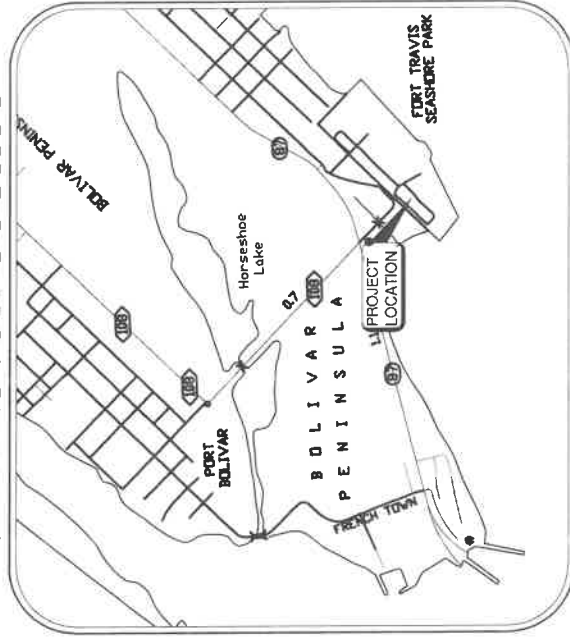
**3.6 PROTECTION**

- A. Maintain newly place concrete in good condition until completion of Work.
- B. Replace damaged areas.

**END OF SECTION 322775**

# FORT TRAVIS PARK RESTROOM REPLACEMENT

## PORT BOLIVAR, TEXAS GALVESTON COUNTY



VICINITY MAP  
KEY MAP 741Q  
SCALE 1" = 1000'

SHT NO.	COVER SHEET	SHEET TITLE
01	TOPOGRAPHIC SURVEY	
02	DEMOLITION PLAN	
03	SITE PLAN	
04	STRUCTURAL SECTIONS	
05	CIVIL DETAILS	
06		

**MARK A. HENRY**  
COUNTY JUDGE

**DARREL APFFEL**  
COMMISSIONER  
PRECINCT 1

**JOE GIUSTI**  
COMMISSIONER  
PRECINCT 2

**STEPHEN HOLMES**  
COMMISSIONER  
PRECINCT 3

**DR. ROBIN ARMSTRONG**  
COMMISSIONER  
PRECINCT 4

**HUIT ZOLLARS**  
10250 Homewood Avenue, Suite 300  
Houston, Texas 77024-2118  
281-481-0008  
www.hz.com

SUBMITTED BY:  
PB NO.

SHEET No. 1 of 06

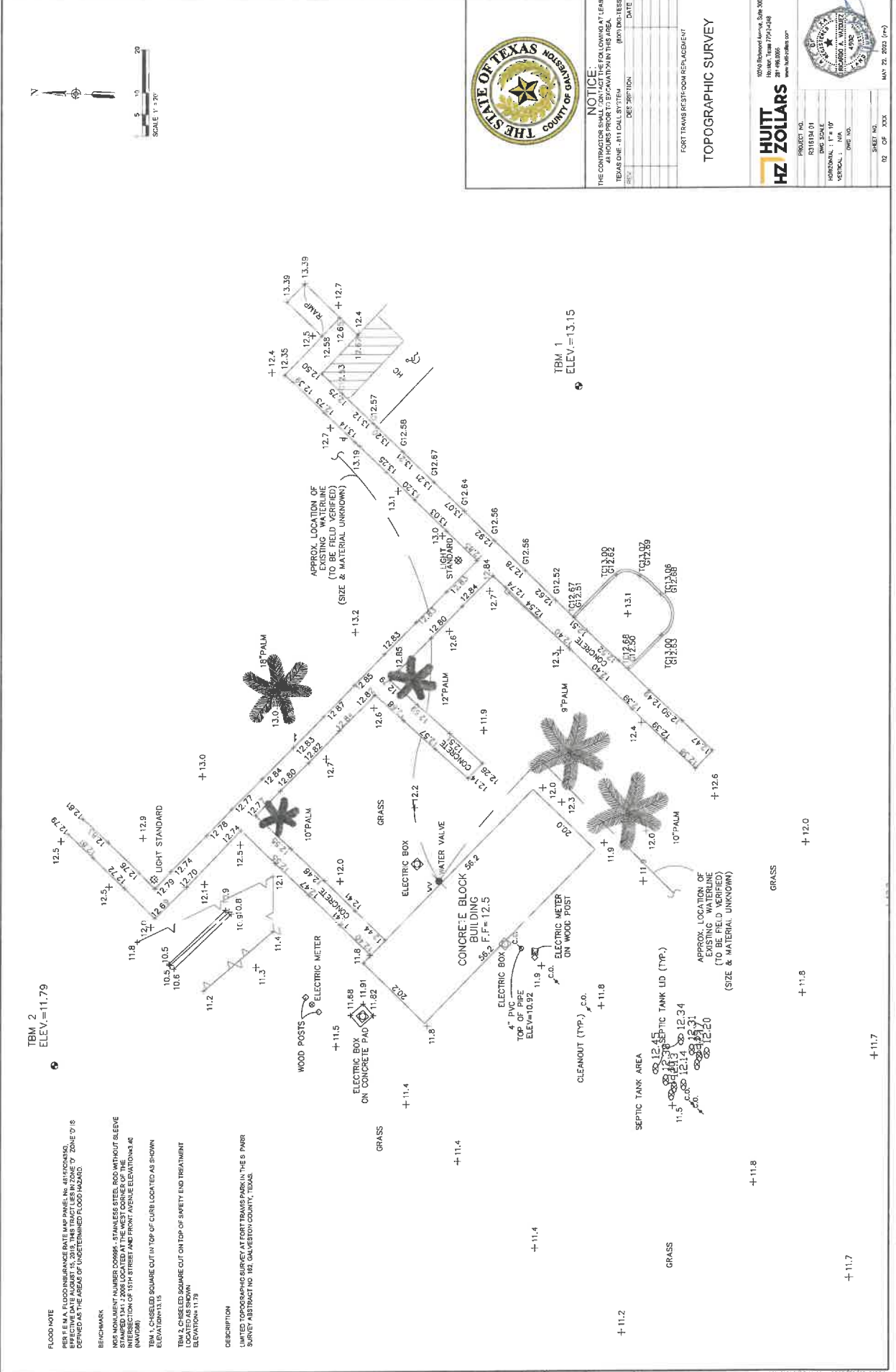
DWG No.



JOB NO. R316194.01

SEPTEMBER 2023





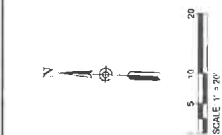
**FLOOD NOTE**  
 REFERENCE TO FLOOD HAZARD MAPS, FLOOD INSURANCE RATE MAPS, AND FLOOD HAZARD EFFECTIVE DATE AUGUST 15, 2015, SHOW THAT TRACTS IN ZONE "D" IS DEFINED AS THE AREA OF UNDETERMINED FLOOD HAZARD.

**BENCHMARK**  
 INGR MONUMENT NUMBER D08968 - STAINLESS STEEL ROD WITHOUT SLEEVE SURVEYED IN 1944, 2006 LOCATED AT THE WEST CORNER OF THE TRACT (NAD83) INTERSECTION OF 10170 STREET AND FRONT YARD DRIVE ELEVATION 11.79.

**TBM 1**, CHISELED SQUARE CUT IN TOP OF CURB LOCATED AS SHOWN ELEVATION=13.15

**TBM 2**, CHISELED SQUARE CUT ON TOP OF SAFETY END TREATMENT STRUCTURE LOCATED AS SHOWN ELEVATION=11.79

**DESCRIPTION**  
 LIMITED TOPOGRAPHIC SURVEY AT FORT TRAVIS PARK IN THE S PMRR SURVEY ABSTRACT NO. 189, GALVESTON COUNTY, TEXAS.



**NOTICE:**  
 THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AT LEAST 48 HOURS PRIOR TO EXCAVATION IN THIS AREA.  
 TEXAS ONE - 811 CALL SYSTEM (800) 800-8855

REV. DATE DESCRIPTION

FORT TRAVIS RESTROOM REPLACEMENT  
**TOPOGRAPHIC SURVEY**

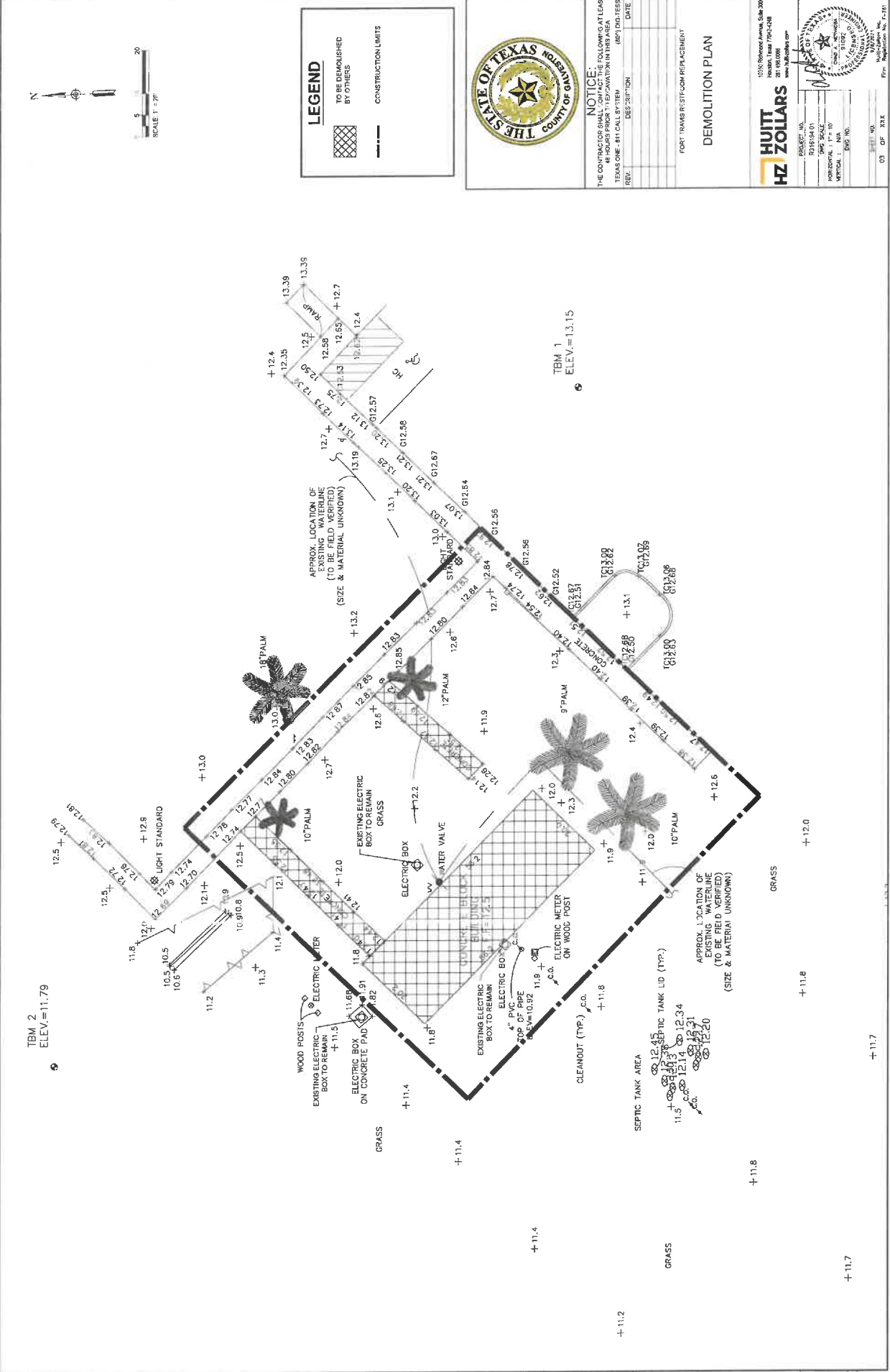
PROJECT NO.: R211634.01  
 DATE: 08/11/2023  
 DRAWN BY: J. WOODRUFF  
 CHECKED BY: J. WOODRUFF

10500 Rockwood Avenue, Suite 300  
 Houston, Texas 77054-2448  
 281-496-0055  
 www.huitt-zollars.com

**HUITT ZOLLARS**

PROJECT NO.: R211634.01  
 DATE: 08/11/2023  
 DRAWN BY: J. WOODRUFF  
 CHECKED BY: J. WOODRUFF

SHEET NO. 02 OF 00XX  
 MAY 23, 2023 (17)



**NOTICE:** CONTRACTOR SHALL COMPLY AT LEAST 48 HOURS PRIOR TO EXCAVATION IN THIS AREA TEXAS ONE - 811 CALL BY SYSTEM (807) 692-5555 DATE \_\_\_\_\_

**DEMOLITION PLAN**  
 FORT TRAMM RESTROOM REFINEMENT

**HUITT ZOLLARS**  
 1515 Schwepker Avenue, Suite 300  
 Houston, Texas 77042-4748  
 281.493.0088  
 www.hzcollars.com

PROJECT NO. R216154.01  
 DATE 03/15/24  
 HORIZONTAL SCALE 1" = 10'  
 VERTICAL SCALE 1" = 10'  
 SHEET NO. 03 OF 03X  
 Multi-Scale No. 1-211  
 Proj. Registration No. 1-211



LEGEND	
	PROPOSED BLDG.
	PROPOSED CONCRETE PAVEMENT
	PROPOSED PROTECTION SLEEVE
	PROPOSED SOD FOR EROSION CONTROL
	CONSTRUCTION LIMITS



**NOTICE:**  
THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AT LEAST 48 HOURS PRIOR TO EXCAVATION IN THIS AREA.  
TEXAS ONE - #11 DALL SYSTEM (800) 690-7858  
REV. DESCRIPTION DATE

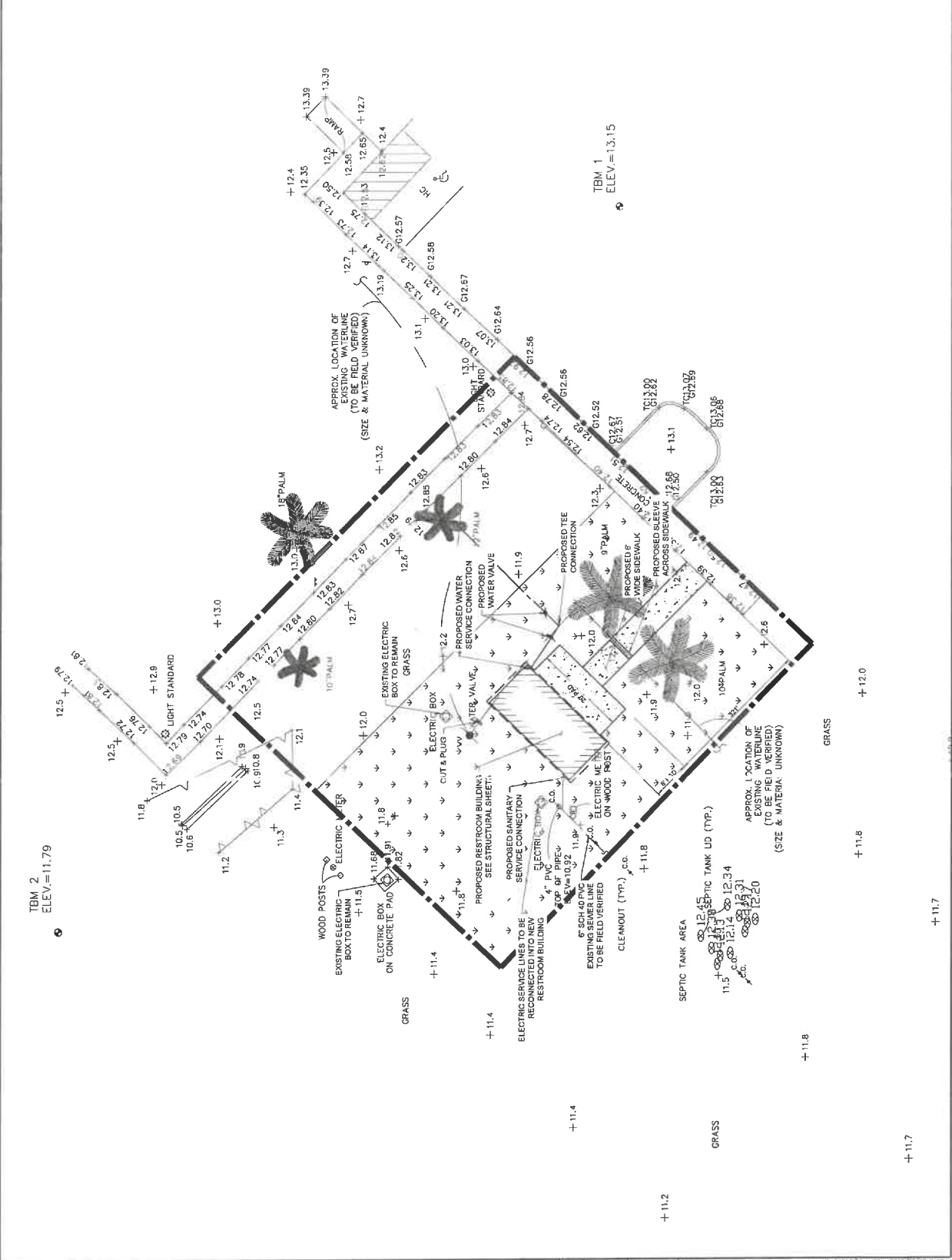
FORT TRAVIS RESTROOM REPLACEMENT

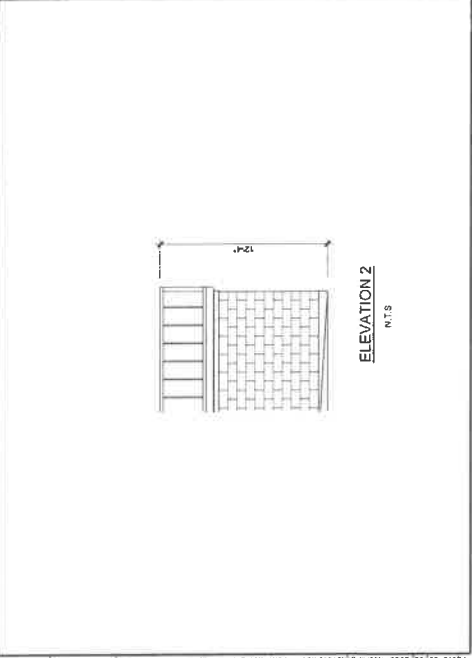
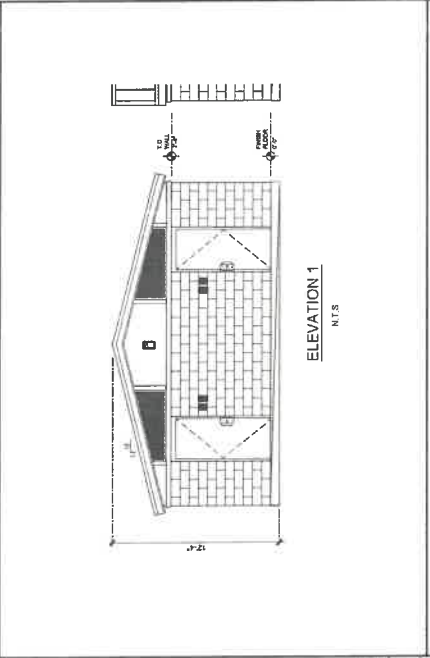
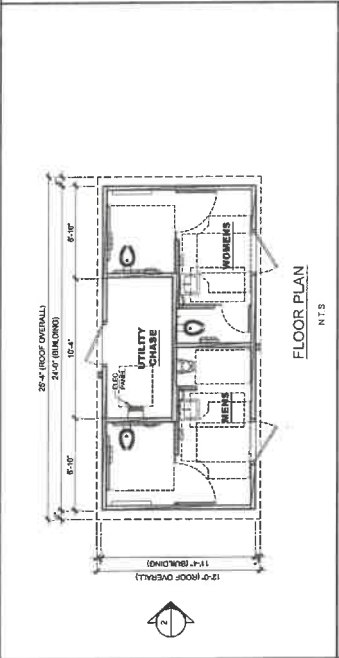
SITE PLAN

**HUITT ZOLLARS**  
HZ  
19800 Westchase, Suite 300  
Houston, Texas 77056-4424  
281.683.0088  
www.huittzollars.com

PROJECT NO: R316194.01  
DWG. SCALE: AS SHOWN  
HORIZONTAL: 1" = 10'  
VERTICAL: 1" = 5'

SHEET NO: 11.17  
IN. OF 2022  
Rev. 11/17/2022





**NOTICE:**  
THE CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 72 HOURS BEFORE THE START OF WORK AT THE PROJECT LOCATION AT THE FOLLOWING ADDRESS:  
TEXAS ONE-811 CALL BY SYSTEM (800) 468-5869

REV.	DESCRIPTION	DATE

FORT TRANS RESTROOM REPLACEMENT

**STRUCTURAL SECTIONS**



PROJECT NO.  
R318184-01  
DATE SCALE  
HORIZONTAL : N.T.S.  
VERTICAL : N.T.S.  
DATE PLOTTED  
05/11/2023



SHEET 05  
OF 05

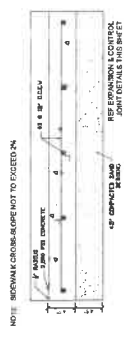
For Registration No. 7-201

**SANITARY SEWER JETS**

- PIPE SHALL BE COPED OR SCHEDULE 40.
- HANDLE CUT AND JOIN PIPE AS PER MANUFACTURER'S RECOMMENDATIONS.
- MANHOLE TO BE BUILT AS PER SPECIFICATIONS. MANHOLE JOINTS TO BE BUILT TO ASTM SPECIFICATIONS. ALL JOINTS SHALL BE REINFORCED WITH 4" x 4" x 1/4" G-10 FIBERGLASS REINFORCED CONCRETE. JOINTS TO BE REINFORCED WITH 2" x 2" x 1/4" G-10 FIBERGLASS REINFORCED CONCRETE. JOINTS TO BE REINFORCED WITH 2" x 2" x 1/4" G-10 FIBERGLASS REINFORCED CONCRETE. JOINTS TO BE REINFORCED WITH 2" x 2" x 1/4" G-10 FIBERGLASS REINFORCED CONCRETE.
- ALL WORKSHIPS COMPLY WITH APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.
- ALL FITTINGS SHALL BE PUSH-IN JOINTS WITH 100% GASKETS. ALL FITTINGS SHALL BE PUSH-IN JOINTS WITH 100% GASKETS.

**WATER NOTES**

- PIPE LESS THAN 1/2 INCHES IN DIAMETER SHALL HAVE A PRESSURE RATING OF NOT LESS THAN 100 PSI. USE SOLVENT WELD JOINTS.
- PIPE EQUAL TO OR GREATER THAN 1/2 INCHES IN DIAMETER SHALL BE SCR. 21. PRESSURE RATING SHALL BE AS PER MANUFACTURER'S RECOMMENDATIONS. USE ELASTOMERIC GASKETS (NOT VULCANIZABLE).
- HANDLE CUT AND JOIN PIPE AS PER MANUFACTURER'S RECOMMENDATIONS.
- DRINVEST NEW WATER LINES BY APPLICATION OF STERILIZING AGENT FLUSH. HEALTH DEPARTMENT APPROVAL REQUIRED PRIOR TO CONSTRUCTION.
- ALL WORKSHIPS COMPLY WITH APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.
- PROVIDE TRENCH SAFETY AS REQUIRED AND IN ACCORDANCE WITH APPLICABLE STATE AND FEDERAL REGULATIONS. A COPY OF THE GEOTECHNICAL REPORT SHALL BE PROVIDED TO THE OWNER UPON REQUEST.
- ALL FITTINGS SHALL BE PUSH-IN JOINTS WITH 100% GASKETS.



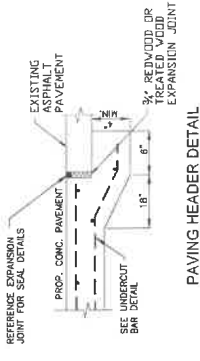
**CONCRETE PAVEMENT DETAIL**

NTS



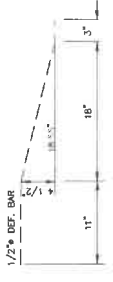
**CONCRETE SIDEWALK DETAIL**

NTS



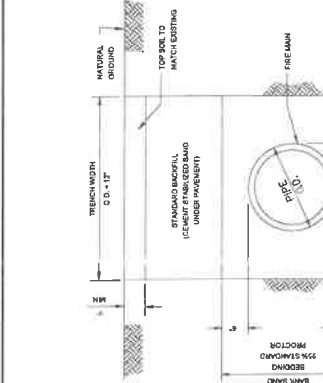
**PAVING HEADER DETAIL**

NTS



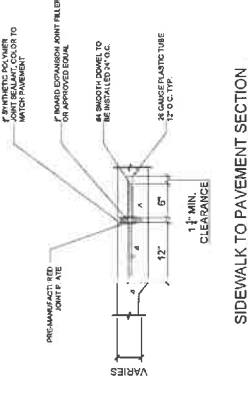
**UNDERCUT BAR DETAIL**

NTS



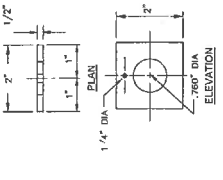
**BEDDING AND BACKFILL**

NTS



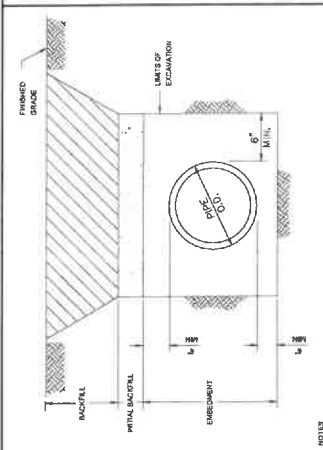
**SIDEWALK TO PAVEMENT SECTION**

NTS



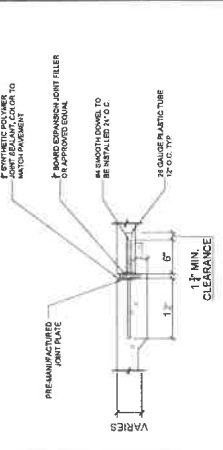
**JOINT PLATE DETAIL**

NTS



**EXPANSION JOINT DETAIL**

NTS



**SIDEWALK TO EXISTING SIDEWALK SECTION**

NTS



**NOTICE:**  
THE CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 24 HOURS PRIOR TO THE COMMENCEMENT OF WORK.  
FOR ALL CHANGES AND/OR ADDITIONS TO THE PLANS, THE CONTRACTOR SHALL CALL THE ENGINEER'S OFFICE AT THE ADDRESS LISTED BELOW.

REV.	DESCRIPTION	DATE

FORT TRAVIS RESTROOM REPLACEMENT

CIVIL DETAILS

**HUTT-ZOLLARS**  
10010 Eldorado Avenue, Suite 300  
Fort Worth, Texas 76120  
Tel: 817.338.2222  
www.hutt-zollars.com

**HUTT-ZOLLARS**  
PROJECT NO. R018194-01  
DRAWN BY: J.M. HUNTER  
CHECKED BY: J.M. HUNTER  
DATE: 08/14/2008

STATE OF TEXAS  
COUNTY OF HARRIS  
CIVIL ENGINEER  
NO. 10180

SHEET NO. 08 OF 20XX  
Printed: 08/14/2008  
File: HZ\_R018194\_01\_08.dwg

"General Decision Number: TX20230248 09/01/2023

Superseded General Decision Number: TX20220248

State: Texas

Construction Type: Building

County: Galveston County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

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

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</li> </ul>

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023

2	05/05/2023
3	08/25/2023
4	09/01/2023

ASBE0022-009 07/03/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)....	\$ 28.35	16.02

BOIL0074-003 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 29.47	24.10

CARP0551-011 04/01/2021

	Rates	Fringes
CARPENTER (Excludes Acoustical Ceiling Installation, Drywall Finishing/Taping, Drywall Hanging, Form Work and Metal Stud Installation).....	\$ 25.86	9.08

ELEC0527-002 10/31/2022

	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms).....	\$ 31.18	12.84

ELEV0031-003 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 49.15	37.335+a+b

FOOTNOTES:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.

ENGI0450-002 04/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR Cranes.....	\$ 34.85	9.85

\* IRON0084-011 06/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 27.51	8.13

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PAIN0130-002 06/01/2018

	Rates	Fringes
PAINTER (Brush, Roller, and Drywall Finishing/Taping).....	\$ 17.88	9.50

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\* PLAS0783-001 04/01/2023

	Rates	Fringes
PLASTERER.....	\$ 31.34	10.30

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PLUM0068-002 10/01/2022

	Rates	Fringes
PLUMBER.....	\$ 37.83	11.71

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PLUM0211-010 10/01/2022

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation).....	\$ 38.03	12.66

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SHEE0054-012 04/01/2020

	Rates	Fringes
SHEET METAL WORKER Excludes HVAC Duct and Unit Installation.....	\$ 29.70	13.85
HVAC Duct Installation Only.....	\$ 29.70	13.85

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\* SUTX2014-024 07/21/2014

	Rates	Fringes
ACOUSTICAL CEILING MECHANIC.....	\$ 16.41	3.98
BRICKLAYER.....	\$ 19.86	0.00
CAULKER.....	\$ 15.36 **	0.00
CEMENT MASON/CONCRETE FINISHER...\$	13.82 **	0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 17.88	5.24
ELECTRICIAN (Alarm Installation Only).....	\$ 17.97	3.37
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 19.23	3.55
FLOOR LAYER: Carpet.....	\$ 20.00	0.00
FORM WORKER.....	\$ 12.07 **	0.00
GLAZIER.....	\$ 17.09	3.41
HVAC MECHANIC (Installation of HVAC Unit Only).....	\$ 17.40	0.00



IRONWORKER, REINFORCING.....	\$ 12.10 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 25.37	6.00
LABORER: Common or General.....	\$ 11.47 **	0.00
LABORER: Mason Tender - Brick...	\$ 13.37 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.50 **	0.00
LABORER: Pipelayer.....	\$ 12.94 **	0.00
LABORER: Roof Tearoff.....	\$ 11.28 **	0.00
LABORER: Landscape and Irrigation.....	\$ 9.49 **	0.00
LATHER.....	\$ 20.11	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.10 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93 **	0.00
OPERATOR: Bulldozer.....	\$ 20.77	0.00
OPERATOR: Drill.....	\$ 16.22	0.34
OPERATOR: Forklift.....	\$ 15.64 **	0.00
OPERATOR: Grader/Blade.....	\$ 13.37 **	0.00
OPERATOR: Loader.....	\$ 13.55 **	0.94
OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03 **	0.00
OPERATOR: Roller.....	\$ 16.00 **	0.00
PAINTER: Spray (Excludes Drywall Finishing/Taping).....	\$ 17.43	4.43
ROOFER.....	\$ 15.40 **	0.00
SPRINKLER FITTER (Fire Sprinklers).....	\$ 18.62	3.03
TILE FINISHER.....	\$ 12.00 **	0.00
TILE SETTER.....	\$ 16.17 **	0.00
TRUCK DRIVER: 1/Single Axle Truck.....	\$ 14.95 **	5.23
TRUCK DRIVER: Dump Truck.....	\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50 **	0.00

TRUCK DRIVER: Water Truck.....	\$ 12.00 **	4.11
WATERPROOFER.....	\$ 14.39 **	0.00

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

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

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

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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 National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described

in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISIO"