



**COUNTY OF GALVESTON**  
**SPECIFICATIONS AND CONTRACT DOCUMENTS**

**Jamaica Beach Street Improvements Project**  
**Bid #B211037**



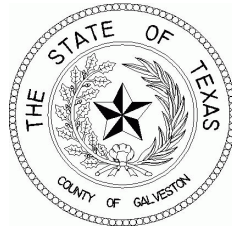
*Austin P. McLean*  
7/8/2021

July 8, 2021

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**GALVESTON COUNTY  
PURCHASING DEPARTMENT**



**INVITATION TO BID**

**ITB #B211037**

**JAMAICA BEACH STREET IMPROVEMENTS PROJECT**

**BID DUE DATE: 8/12/2021**

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

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



**INVITATION TO BID**  
**JAMAICA BEACH STREET IMPROVEMENTS PROJECT**  
**GALVESTON COUNTY, TEXAS**

Sealed bid in sets of three (3), one (1) unbound original and two (2) copies will be received in the office of the County Purchasing Agent until **2:00 P.M. CST, on Thursday, August 12, 2021** and opened immediately in that office in the presence of the Galveston County Auditor and the Purchasing Agent. Sealed bids are to be delivered to Rufus G. Crowder, CPPO CPPB, Galveston County Purchasing Agent at the Galveston County Courthouse, 722 Moody (21<sup>st</sup> Street), Floor 5, Purchasing, Galveston, Texas 77550, (409) 770-5372. **The time stamp clock located in the Purchasing Agent's office shall serve as the official time keeping piece for this solicitation process. Any bid received after 2:00 P.M. CST on the specified date will be returned unopened.**

**Purpose:**

Galveston County is seeking a vendor for milling and overlay, tack and overlay, and reconstruction of various asphalt streets throughout the City of Jamaica Beach in Galveston, TX. This includes paving, articulated concrete blocks, striping, and inlets.

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

**ITB #B211037, Jamaica Beach Street Improvements Project**

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

Bid Specifications can be obtained by visiting the Galveston County website @  
<http://www1.galvestoncountytexas.gov/pu/Pages/OpenSolicitations.aspx>

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

**A non-mandatory pre-bid conference will be held on Tuesday, July 27, 2021 at 10:00 a.m.**

**Potential vendors can choose either a virtual pre-bid conference or an in person pre-bid conference. Instructions for both are listed below:**

**Virtual Pre-Bid Conference:**

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

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

**Minimum System Requirements for Video Conferencing:**

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

**Calling from a mobile device:**

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



**Instructions for Video Conferencing:**

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

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

**In-Person Pre-Bid Conference:**

A non-mandatory pre-bid conference will be held on **Tuesday, July 27, 2021 at 10:00 a.m.** at the Galveston County Courthouse, Purchasing Department, 722 Moody (21<sup>st</sup> Street), Fifth (5<sup>th</sup>) Floor, Galveston, Texas 77550.

Copies of bid/Contract Documents may also be obtained from [www.Civcast.com](http://www.Civcast.com) search Jamaica Beach Street Improvements Project. Proposers must register on this website in order to view and/or download specifications and plans for this project. There is NO charge to view or download documents. If copies of the proposing documents are to be mailed, please contact McDonough Engineering at 713.975.9990 for postage and handling. Return of documents is not required and no refund will be granted.

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

**Bonding Requirements:**

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

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

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

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

Rufus G. Crowder, CPPO CPPB  
Purchasing Agent  
Galveston County

**INVITATION TO BID  
JAMAICA BEACH STREET IMPROVEMENTS PROJECT  
GALVESTON COUNTY, TEXAS**

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**GENERAL PROVISIONS – INVITATION TO BID  
JAMAICA BEACH STREET IMPROVEMENTS PROJECT  
GALVESTON COUNTY, TEXAS**

**1. BID PACKAGE**

*The Invitation to Bid, general and special provisions, drawings, specifications/line item details, contract documents, addenda (if any), and the Bid are all part of the Bid package. **BIDS must be submitted in sets of three (3), one (1) unbound original, and two (2) copies** on the forms provided by the County if County forms are provided, and shall include the Bid sheets completed in their entirety and signed by an authorized representative by original signature. Failure to complete and sign the Bid sheets/contract page(s) may disqualify the Bid from being considered by the Commissioners' Court. Any individual signing on behalf of the Proposer expressly affirms that he or she is duly authorized to tender this Bid and to sign the Bid under the terms and conditions in this Invitation to Bid on behalf of the Proposer and to bind the Proposer to the terms and conditions of this Invitation to Bid and the Bidder'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 bid. If there are discrepancies between unit prices quoted and extensions, the unit price shall prevail. Each Proposer is required to thoroughly review this entire Invitation to Bid package to familiarize themselves with the Bid procedures, the plans and specifications for the requested work, as well as the terms and conditions of the contract the successful Proposer will execute with the County.*

**2. BIDDER'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 Invitation to Bid;
- C. have a satisfactory record of performance;
- D. have a satisfactory record of integrity and ethics; and
- E. be otherwise qualified and eligible to receive an award.

**3. TIME FOR RECEIVING BIDS**

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

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

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

**GENERAL PROVISIONS – INVITATION TO BID  
JAMAICA BEACH STREET IMPROVEMENTS PROJECT  
GALVESTON COUNTY, TEXAS**

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

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

**The proposer should prominently identify the procurement number and name on the outside of the envelope/mailing package.** A label shall be provided for this purpose and usage of the label is preferred. If the proposer fails to identify the Invitation to Bid 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 Bid.

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

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

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

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

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

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

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

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

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

**GENERAL PROVISIONS – INVITATION TO BID  
JAMAICA BEACH STREET IMPROVEMENTS PROJECT  
GALVESTON COUNTY, TEXAS**

**5. BID OPENING**

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

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

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

**7. COMMISSIONERS' COURT**

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

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

**8. REJECTION OF BIDS/DISQUALIFICATION**

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

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

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

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

**GENERAL PROVISIONS – INVITATION TO BID  
JAMAICA BEACH STREET IMPROVEMENTS PROJECT  
GALVESTON COUNTY, TEXAS**

**9. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS**

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

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

Any brand name or manufacturer reference used herein is intended to be descriptive and not restrictive, unless otherwise noted, and is used to indicate the type and quality of material. The term "or equal" if used, identifies commercially produced items that have the essential performance and salient characteristics of the brand name stated in the item description. All supplies, material, or equipment shall be new and of the most suitable grade for the purpose intended. For clarification, "new" includes products containing recovered materials that are EPA-designated items and additionally see Section 63 of these General Provisions on contracts involving federal funds. It is not the County's intent to discriminate against any materials or equipment of equal merit to those specified. However, if 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 Bid, certifies that if awarded any portion of this procurement, the proposer will supply only material and equipment that is 100% asbestos free.

**11. EXCEPTIONS TO BID**

**The proposer will list on a separate sheet of paper any exceptions to the conditions of this Invitation to Bid.**

This sheet will be labeled, "Exceptions to Bid Conditions", and will be attached to the Bid. If no exceptions are stated, it will be understood that all general and special conditions will be complied with, without exception.

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

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

**12. PRICING**

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

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

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



**GENERAL PROVISIONS – INVITATION TO BID  
JAMAICA BEACH STREET IMPROVEMENTS PROJECT  
GALVESTON COUNTY, TEXAS**

**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), this should be notated in the Bid submittal.

**14. PASS THROUGH COST ADJUSTMENTS**

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

In extreme extenuating circumstances, Contractors may be allowed to temporarily “pass through” additional costs they are forced to incur through no fault of their own. A request for a pass-through cost increase will not be considered unless a Contractor’s cost for the Contractor’s product exceeds 10% over the original cost for the product. Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) 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 Bid.

A request for a pass-through cost does not guarantee that one will be granted. Contractors must submit such information on each request as required by the County Purchasing Agent. The County Purchasing Agent will review each request on a case-by-case basis and if valid submit the request to 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 bid. But in no event will the amount of additional compensation exceed 25% increase in Contractor’s original cost for the product as such cost is reflected in Contractor’s original Bid or the duration exceed a period of sixty (60) 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 BIDS**

A proposer may modify a Bid by letter at any time prior to the submission deadline for receipt of Bids. 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. Bids may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners’ Court considering of same.

**16. PRE-BID CONFERENCE**

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

**GENERAL PROVISIONS – INVITATION TO BID  
JAMAICA BEACH STREET IMPROVEMENTS PROJECT  
GALVESTON COUNTY, TEXAS**

**17. SIGNATURE OF BIDS**

Each Bid 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 Bid shall include the Bidder's Federal Employer Identification Number (FEIN). Failure to sign the Contract page(s) and Bid response sheets may disqualify the Bid from being considered by the County. The person signing on behalf of the proposer expressly affirms that the person is duly authorized to tender the Bid on behalf of the proposer and to sign the Bid sheets and contract under the terms and conditions of this Invitation to Bid 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 BIDS – EVALUATION CRITERIA AND FACTORS**

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

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

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

Each proposer, by submitting a Bid, agrees that if its' Bid 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 Bid, 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 Bid in compliance with this contract.

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners' Court agenda and approved in open court. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of Galveston County. Only the Commissioners' Court, acting as a body, may enter into a contract on behalf of the County. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the County Legal Department prior to being signed by the County's authorized representatives.

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

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In determining and evaluating the best Bid, 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 Bids in whole or in part received by reason of this Invitation to Bid and may discontinue its efforts under this Invitation to Bid for any reason or no reason or solely for the County's convenience at any time prior to actual execution of the contract by the County.

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

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

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

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

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Section 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 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 Bid, proposer expressly affirms that it has clearly and conspicuously marked any information within its submission that proposer considers confidential, proprietary, and/or trade secret.**

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

Notwithstanding the foregoing Section 20, proposer acknowledges and agrees that the confidentiality of any and 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 shall correctly and fully execute the resultant contract first. After this, the contract shall be set for consideration by the Commissioners' Court. If the Commissioners' Court authorizes the execution of the contract, the resultant contract shall become effective upon the Commissioners' Court execution of same, provided that the contract is executed by all parties to the contract. Contract documents shall consist of the contract, the General and Special Provisions, drawings, Bid package (including best and final offer(s) if such is utilized), any addenda issued, and any change orders issued during the work. If applicable to the attached Bid, proposer must sign three (3) original contracts and return all three with their Bid submittal.

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

**23. CONTRACT TERM**

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

**24. TERMINATION FOR DEFAULT**

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

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

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Galveston County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of Bids or further negotiations. At a minimum, 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:

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

**25. TERMINATION FOR CONVENIENCE**

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

**26. FORCE MAJEURE**

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

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

**27. ESTIMATED QUANTITIES**

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

**28. CONTRACTOR INVESTIGATION**

Before submitting a Bid, each 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

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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 Bid submission in this procurement, the Bidder'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.

**29. 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 Bid in response to this Invitation to Bid and does not commit the County of Galveston to procure or contract for services or supplies.

**30. BID COSTS BORNE BY PROPOSER**

Galveston County shall not be liable for any costs incurred by proposer in preparation, production, or submission of a Bid, including but not limited to best and final offer if applicable. As well, Galveston County shall not be liable for any work performed by 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-Bid 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.

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

In acceptance of Bids, the County reserves the right to negotiate further with one or more of the proposers as to any features of their Bids 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 Bid. 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.

**32. SINGLE BID RESPONSE**

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

**33. CHANGES IN SPECIFICATIONS**

If it becomes necessary to revise any part of this Bid, a written notice of such revision will be provided to all 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 Invitation to Bid 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 Bids. Such revisions and amendments, if any, shall be announced by form of addenda. Copies of such addenda (or addendum in the event only one addendum is issued in the procurement) shall be furnished to all prospective

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contractors. Prospective contractors are defined as those contractors listed on the County's Invitation to Bid list for this material/service or those who have obtained documents from the Purchasing Agent's Office subsequent to the advertisement. If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of Bids may be postponed by such number of days as in the opinion of the County shall enable prospective contractors to revise their Bids. In any case, the Bid opening shall be at least seven (7) business days after the last revising or amendment addendum and the addendum shall include an announcement of the new date, if applicable, for the opening of Bids.

**34. BID IDEAS AND CONCEPTS**

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

**35. BID DISCLOSURES**

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

**36. INDEMNIFICATION**

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

**37. 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.

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

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

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

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) business days of issuance of notification from the County Purchasing Agent to 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



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

**38. BID GUARANTEE**

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

Evidencing its firm commitment to engage in contract if proposer is selected for award of contract, each proposer is required to furnish with their bid a cashier's check or an acceptable Bidder's bond (generally, a bid 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 Bid guarantee in the proper form and amount, by the time set for opening of Bids may be cause for rejection of the Bid.

The cashier's check or proposer bond (as applicable) will be returned to each respective unsuccessful proposer(s) subsequent to 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 Bid.

**39. 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 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.

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

**40. 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.

**41. 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 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.

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

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

It is Bidder’s sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if 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.

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.

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

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

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

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

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 uncured failure to perform under this Agreement, if such should occur, may result in Contractor being debarred from performing additional work for the County, the respecting State Agency administering the grant funding the contract, if applicable, the State, FEMA or HUD (as applicable), and other Federal and State entities. Further, 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 Bid. **The truthful and fully completed and executed original of the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters must be included with the submission of Bidder's Bid and is a mandatory requirement of this Invitation to Bid. Bidder's failure to include the fully completed and executed original of this Certification shall be considered non-compliance with the requirements of this Invitation to Bid and grounds for the rejection of Bidder's Bid.** Proposer shall immediately notify the County Purchasing Agent if it becomes debarred or suspended, placed on the Consolidated List of Debarred Contractors, or in any other way becomes ineligible for award of contract by any Federal agency. This Certification is a material fact relied upon by Galveston County; if it is later determined that the contractor did not comply with 2 C.F.R. Part 180 and 2 C.F.R. Part 3000, in addition to the remedies available to Galveston County and the State agency administering this grant, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment of contractor.

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

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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. Successful proposer must maintain SAM registration throughout the entire term of the agreement with the County. 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 Bidder's response to this procurement (i.e., bid, Bid, or qualifications statement, as applicable).

**44. 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. 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.

**45. 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.

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(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.

**46. 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.

**47. 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.

**48. 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 Bid is submitted.

If subsequent to the award of any contract resulting from this Invitation to Bid 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 Bidder and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
- B. New entity's Federal Identification Number (FEIN);
- C. New entity's proposed operating plans;
- D. New entity's proof of registration in SAM for contracts involving Federal funds;
- E. New entity's certification regarding debarment;
- F. New entity's certification regarding lobbying; and
- G. W-9 Form for new entity

Moreover, 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 Bidder's proposed plan of operation

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must be submitted prior to merger to allow time for submission of such plan to the Commissioners’ Court for its approval.

**49. 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.

**50. ACCURACY OF DATA**

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

**51. 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.

**52. 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 Bidder’s subcontractors perform in providing the requirements stated in the Invitation to Bid.

**53. MONITORING PERFORMANCE**

The County shall have the unfettered right to monitor and audit the Bidder’s work in every respect. In this regard, the proposer shall provide its full cooperation and insure 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 Bidder’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.

**54. 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.

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**55. 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.

**56. PROCUREMENT ETHICS**

Galveston County is committed to the highest ethical standards. Therefore, it is a serious breach of the public trust to subvert the public purchasing process by directing purchases to certain favored vendors, or to tamper with the competitive bidding process, whether it's done for kickbacks, friendship or any other reason. Since misuse of the purchasing power of a local government carries criminal penalties, and many such misuses are from a lack of clear guidelines about what constitutes an abuse of office, the Code of Ethics outlined below must be strictly followed.

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

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

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

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

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

**General Ethical Standards:**

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

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

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

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



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**Gratuities:**

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

**Kickbacks:**

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

**Contract Clause:**

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

**Confidential Information:**

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

**Prohibition against Contingent Fees:**

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

**Representation:**

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

**Contract Clause:**

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

**57. NON-COLLUSION AFFIDAVIT**

Proposer certifies, by signing and submitting a Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham Bid or that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid price of the

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contractor of any other proposer, or to fix any overhead, profit or cost element of the Bid price, or that of any other contractor, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the Bid are true; and further, that the contractor has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

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

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

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

**58. CERTIFICATION REGARDING LOBBYING**

Proposer certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder, to any person for influencing or attempting to influence a department or employee of an agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a department or employee of any agency, a member of Congress, a department or employee of congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the bidder shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. 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.

The truthful and fully completed and executed original of the Certification Regarding Lobbying (included with bid packet) must be included with the submission of Bidder's Bid and is a mandatory requirement of this Invitation to Bid. Bidder's failure to include the fully completed and executed or original of this Certification shall be considered non-compliant with the requirements of this Invitation to Bid and grounds for the rejection of the Bidder's Bid. Submission of the certification is a prerequisite for making or entering into a contract with 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.

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**59. 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, 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.

**60. 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 Bidder's possession, custody, or control that the County deems necessary to assist it in auditing the services, costs, and payments provided hereunder. If this contract involves the use of Federal or State funds, then proposer shall also allow reasonable access to representatives of the Office of Inspector General, the General Accounting Office, the State Auditor's Office, and the other Federal and/or State agencies overseeing the funds that such entities deem necessary to facilitate review by such agencies and

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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.

**61. 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:
  - (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,

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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.

**62. 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 Bid, 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 Invitation to Bid and that all such persons are current in child support payments.

**63. ANTITRUST**

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

**64. 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.

**65. 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).

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- (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.
  - (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

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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:

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.

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- (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 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.



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- (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.
- (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.

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

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

In the event of any discrepancy between the provisions in this Section 63 of General Provisions and provisions on the same subject elsewhere within this procurement, the most stringent shall control.

**66. 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.

**67. LEAD AND ASBESTOS**

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

**68. 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 – INVITATION TO BID  
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**69. 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.

**70. 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.

**71. ACKNOWLEDGMENT OF GOVERNMENT RECORD**

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

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

Proposer acknowledges, by its submission in this Invitation to Bids, 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.

**73. 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.

**74. 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 Bid submission). If mailed, the notice shall be deemed delivered when actually received, or if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, duly certified, return receipt requested, with proper postage affixed. If delivered in person, notice shall be deemed delivered when receipted for by, or actually received by, the receiving Party. If transmitted by facsimile, notice shall be deemed delivered when receipt of such transmission is acknowledged.

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**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:**

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

*End of General Provisions Section*

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

**A. PURPOSE**

Galveston County is seeking a vendor for milling and overlay, tack and overlay, and reconstruction of various asphalt streets throughout the City of Jamaica Beach in Galveston, TX. This includes paving, articulated concrete blocks, striping, and inlets.

The engineer's construction cost estimate to complete this project is \$1,000,000.

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

**52.202-1 Definitions.**

**Definitions (Nov 2013)**

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

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

**C. BID SURETY**

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

**D. PERFORMANCE AND PAYMENT BONDS**

Performance and Payment Bonds are a requirement of this solicitation.

**E. DAVIS-BACON WAGE RATES**

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

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

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

**G. PROCUREMENT TIMELINE**

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

**SPECIAL PROVISIONS  
JAMAICA BEACH STREET IMPROVEMENTS PROJECT  
GALVESTON COUNTY**

**G. PROCUREMENT TIMELINE**

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

<b>Advertise BID (first date of publication)</b>	<b>Thursday, July 15, 2021</b>
<b>Advertise BID (second date of publication)</b>	<b>Thursday, July 22, 2021</b>
<b>Pre-Bid Conference</b>	<b>Tuesday, July 27, 2021, at 10:00 a.m.</b>
<b>Deadline for Questions &amp; Inquiries</b>	<b>Friday, July 30, 2021, by 5:00 p.m.</b>
<b>Bids due from Public/Bid Opening</b>	<b>Thursday, August 12, 2021, at 2:00 p.m.</b>

**H. PRE-PROPOSAL CONFERENCE:**

**A non-mandatory pre-proposal conference will be held on Tuesday, July 27, 2021, at 10:00 a.m.**

**Potential vendors can choose to participate in person or virtually. Both are held at the same time. Instructions for both are listed below:**

**Virtual Pre-Proposal Conference:**

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

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

**Minimum System Requirements for Video Conferencing:**

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

**Calling from a mobile device:**

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

**Instructions for Video Conferencing:**

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

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

**In-Person Pre-Proposal Conference:**

A non-mandatory pre-proposal conference will be held on **Tuesday, July 27, 2021, at 10:00 a.m.** at the Galveston County Courthouse, Purchasing Department, 722 Moody (21<sup>st</sup> Street), Fifth (5<sup>th</sup>) Floor, Galveston, Texas 77550.

**SPECIAL PROVISIONS  
JAMAICA BEACH STREET IMPROVEMENTS PROJECT  
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**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)**

Bidders must e-mail their requests (with the subject line “**Jamaica Beach Street Improvements Project– Bid# B211037– Questions**”) for additional information and/or clarification to the address listed above. The request must include the Bidder’s name and the BID number and title. ***Any request for additional information or clarification must be received in writing no later than seven (7) calendar days prior to the Bid due date.*** Late requests or those not delivered to the proper address may not receive a reply. Bidders shall not attempt to contact the County by any other means. The Purchasing Agent’s Office shall post the answers to the County website from the procurement web page and via addendum.

The County will issue responses to inquiries and any other corrections or amendments, it deems necessary, in the form of a written addendum, issued prior to the Bid Submission Date. The County, at its sole discretion, may not issue a response to an RFI submittal. Bidders should not rely on any oral or written representations, statements, or explanations, other than those made in this BID or in any written addendum to this BID. Where there appears to be conflict between the BID and any issued addenda, the last addendum issued will prevail. Addenda will be posted and made available on the County’s procurement web page. It is the Bidder’s sole responsibility to ensure receipt of all addenda prior to submitting its Bid. All Bidders should check the County’s procurement web page for all addenda prior to submitting a response. The County’s procurement web page is located at [www1.galvestoncountytexas.gov/pu/Pages/OpenSolicitations.aspx](http://www1.galvestoncountytexas.gov/pu/Pages/OpenSolicitations.aspx).

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

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

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

**J. PROGRAM ADMINISTRATION & CONTRACT MANAGEMENT**

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

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



**SPECIAL PROVISIONS  
JAMAICA BEACH STREET IMPROVEMENTS PROJECT  
GALVESTON COUNTY**

**K. TYPE OF CONTRACT**

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

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

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

**L. COLLATERAL CONTRACT**

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

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

**M. LABOR**

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

**N. INSURANCE**

Bidder must submit, with its response, a current certificate of insurance evidencing coverage in the amounts specified below or greater. In lieu of submitting a certificate of insurance, Respondents may submit a notarized statement from an insurance company authorized to conduct business in the State of Texas guaranteeing that Respondent has such insurance. Provided however, that successful Respondent(s) shall be required to provide a current certificate of insurance to the Galveston County Purchasing Agent's Office before Respondent commences any work hereunder. **Insurance shall be placed with insurers having an A.M. Best's rating of no less than A.** Such insurance must be issued

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by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from loss or damage that may arise to any person or property by reason of services rendered by Contractor.

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

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

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

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

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

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

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

**O. EXCEPTIONS**

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

*Remainder of page intentionally left blank*

**ATTACHMENT A**

**INVITATION TO BID  
JAMAICA BEACH STREET IMPROVEMENTS PROJECT  
GALVESTON COUNTY, TEXAS**

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

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#### 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

#### 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.

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### INVITATION TO BID JAMAICA BEACH STREET IMPROVEMENTS PROJECT GALVESTON COUNTY, TEXAS

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also § 200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)

(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(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

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primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

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

#### 2 C.F.R. § 200.319. **Competition.**

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

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

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

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

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

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### INVITATION TO BID JAMAICA BEACH STREET IMPROVEMENTS PROJECT GALVESTON COUNTY, TEXAS

avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

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

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

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

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

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

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

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

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

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

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

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

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

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### INVITATION TO BID JAMAICA BEACH STREET IMPROVEMENTS PROJECT GALVESTON COUNTY, TEXAS

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

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

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

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

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

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

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

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

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

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

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

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

(e) [Reserved]



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

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

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

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

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

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

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

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### INVITATION TO BID JAMAICA BEACH STREET IMPROVEMENTS PROJECT GALVESTON COUNTY, TEXAS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying

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a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(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

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#### 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 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

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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 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

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#### **CONTRACT PROVISIONS (2 C.F.R. 200.327)**

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)

**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).

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(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, 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.



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#### 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.

#### **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. 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.

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#### 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.

#### 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.

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#### **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.

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#### **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 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.

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- (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)**

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.

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#### **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.

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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.

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).



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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 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,

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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.
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.

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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

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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 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.

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#### **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.
  - 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.

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- 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 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,

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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

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exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.

- 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.



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- 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.

#### **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:

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- 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 Invitation for Bids, 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 Invitation for Bids. Certification of such coverage must be provided to the County upon request.

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.

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#### 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, Bidder or potential Bidder 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 Bidder or potential Bidder 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 Bidder.
- 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).

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- 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 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

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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 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

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### INVITATION TO BID JAMAICA BEACH STREET IMPROVEMENTS PROJECT GALVESTON COUNTY, TEXAS

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.

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

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### INVITATION TO BID JAMAICA BEACH STREET IMPROVEMENTS PROJECT GALVESTON COUNTY, TEXAS

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, Bidder 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 Bidder 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. Bidder shall provide written notice to the Contracting Officer if, at any time before the contract award, Bidder 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 Bidder (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



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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 vehicles or construction equipment. In determining the origin of a product, Galveston County will consider a product as produce in a foreign country if 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.

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#### **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 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.

#### **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.

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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 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.

#### § 135.38 Section 3 clause.

All section 3 covered [contracts](#) shall include the following clause (referred to as the section 3 clause):

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

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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 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 7(b).

#### **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.

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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.



## 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: \_\_\_\_\_

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

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



## 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 o 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: \_\_\_\_\_

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

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

ITB #B211037, Jamaica Beach Street Improvements Project

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

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

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

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

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

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

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

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



State of Texas

§

§

County of Galveston

§

**NON-COLLUSION AFFIDAVIT**

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

- Affiant is the \_\_\_\_\_ of \_\_\_\_\_, that  
(Individual, Partner, Corporate Officer) (Name of Qualifier)  
submitted the attached Qualification in **Bid #B211037, Jamaica Beach Street Improvements Project**
- Affiant is a duly authorized representative of Qualifier and is authorized to make this Non-Collusion Affidavit;
- The attached Qualification is genuine and is not a collusive or sham Qualification;
- The attached Qualification has been independently arrived at without collusion with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor;
- Qualifier has not colluded, conspired, connived or agreed, directly or indirectly, with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor, to submit a collusive or sham qualification or that such other qualifier, bidder, proposer, person, firm, competitor, or potential competitor shall refrain from qualifying;
- Qualifier has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor to fix the price or prices in the attached Qualification or of the qualification any other qualifier;
- Qualifier has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier bidder, proposer, person, firm, competitor, or potential competitor to fix the overhead, profit or cost element of the Qualification price or prices of any other qualifier, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Galveston County or any person interested in the proposed contract;
- Affiant has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor, paid or agreed to pay any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the price or prices in the attached Qualification or the qualification of any other Qualifier; and
- Affiant certifies that Affiant is fully informed regarding the accuracy of the statements contained herein, and under penalties of perjury, certifies and affirms the truth of the statements herein, such penalties being applicable to the Qualifier as well as to Affiant signing on its behalf.

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

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

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

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

**BID FORM**  
**JAMAICA BEACH STREET IMPROVEMENTS PROJECT**  
**COUNTY OF GALVESTON, TEXAS**

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

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

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

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

**BID FORM**  
**JAMAICA BEACH STREET IMPROVEMENTS PROJECT**  
**GALVESTON COUNTY, TEXAS**

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

1. Contact information for notice:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Facsimile number: \_\_\_\_\_

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

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Facsimile number: \_\_\_\_\_

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

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

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

Business Name of Organization: \_\_\_\_\_  
Name of Person: \_\_\_\_\_  
Title of Individual within Organization, if applicable \_\_\_\_\_  
Business address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone number: \_\_\_\_\_ Facsimile number: \_\_\_\_\_

Business Name of Organization: \_\_\_\_\_  
Name of Person: \_\_\_\_\_  
Title of Individual within Organization, if applicable \_\_\_\_\_  
Business address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone number: \_\_\_\_\_ Facsimile number: \_\_\_\_\_

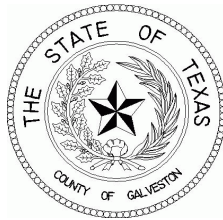
Business Name of Organization: \_\_\_\_\_  
Name of Person: \_\_\_\_\_  
Title of Individual within Organization, if applicable \_\_\_\_\_  
Business address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone number: \_\_\_\_\_ Facsimile number: \_\_\_\_\_

**BID FORM**  
**JAMAICA BEACH STREET IMPROVEMENTS PROJECT**  
**GALVESTON COUNTY, TEXAS**

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

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

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

Solicitation Number: ITB #B211037

Solicitation Title: JAMAICA BEACH STREET IMPROVEMENTS PROJECT

**Contractor hereby CERTIFIES that:**

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

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

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

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

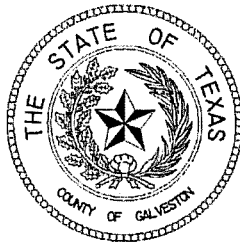
Contractor **Represents** and **Warrants** that the individual executing this Acknowledgment and Certification on its behalf has the full power and authority to do so and can legally bind the Contractor hereto.

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

\_\_\_\_\_  
Date

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

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



## County of Galveston Purchasing Department Vendor Qualification Packet

(rev. 1.4, September 28, 2017)

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

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

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

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

Information regarding the SAM is available at:

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

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

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

Insurance requirements are as follows:

**Public Liability and Property Damage Insurance:**

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

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

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

**Worker's Compensation Insurance:**

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

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

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

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

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

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

**Procurement Policy - Special Note:**

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

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

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

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

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

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



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

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

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

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

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

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

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

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

**Questions/Concerns:**

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

**CONFLICT OF INTEREST DISCLOSURE REPORTING**

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

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

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

The Galveston County Clerk has offices at the following locations:

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

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

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

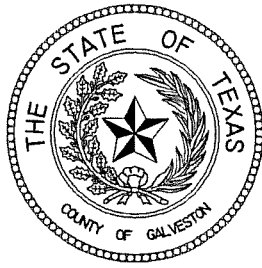
For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website - both of these web sites are linked to the Galveston County homepage, at <http://www.co.galveston.tx.us>.

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

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

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

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



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

rev. 1.3, March 29, 2010

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

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

1.

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

2.

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

3.

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

4.

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

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

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

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

## Request for Taxpayer Identification Number and Certification

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

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

### Part I Taxpayer Identification Number (TIN)

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

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

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

### Part II Certification

Under penalties of perjury, I certify that:

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

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

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

### General Instructions

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

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

#### Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

## Backup Withholding

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

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

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

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

3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

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

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

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

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

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

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

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

**Line 2**

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

**Line 3**

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

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

**Line 4, Exemptions**

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

**Exempt payee code.**

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

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

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

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

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

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

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

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

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

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

**Line 5**

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

**Line 6**

Enter your city, state, and ZIP code.

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

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

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

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

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

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

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

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

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

## Part II. Certification

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

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

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

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

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

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

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

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

## What Name and Number to Give the Requester

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

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

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

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

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

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

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

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

## Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

## Privacy Act Notice

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

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

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

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

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

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

Yes

NO

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

Yes

NO

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

Yes

NO

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

4

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

\_\_\_\_\_  
Date

Adopted 06/29/2007



## **SPECIAL PROVISIONS FOR CONSTRUCTION**

### **1. Contract and Contract Documents**

The Plans, Specifications and Addenda, General Provisions shall form part of this contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth.

### **2. Definitions**

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

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

### **3. Supervision By Contractor**

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

### **4. Subcontracts**

- (a) The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has verified the subcontractor as eligible to participate in federally funded contracts.
- (b) No proposed subcontractor shall be disapproved by the city/county except for cause.

- (c) The Contractor shall be as fully responsible to the city/county for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.
- (d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work and required compliance by each subcontractor with the applicable provisions of the Contract.
- (e) Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Owner.

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

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

## **6. Payments to Contractor**

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

- 1) The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for his approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) Five percent (5%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Engineer.
- 2) Monthly or partial payments made by the Owner to the Contractor are moneys advanced for the purpose of assisting the contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Owner. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Owner in all details.

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

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

(c) Payments Subject to Submission of Certificates

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

(d) Withholding Payments

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

**7. Changes in the Work**

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

**8. Estimated Quantities**

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

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

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

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

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

## **10. Time**

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

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

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

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

commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and complete the project by bid/contract or by force account at the expense of the Contractor and his Surety shall be liable to the Owner for any excess cost incurred. In such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

(b) Liquidated Damages for Delays.

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

(c) Excusable Delays.

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

## 12. Assignment or Novation

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

## 13. Disputes

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

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

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

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

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

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

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

information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provision of this section.

## **17. Materials and Workmanship**

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

## **18. Samples, Certificates and Tests**

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

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

## **19. Permits and Codes**

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

## **20. Care of Work**

- (a) The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for



the proper care and protection of all materials delivered and work performed until completion and final acceptance.

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

## **21. Accident Prevention**

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

## **22. Sanitary Facilities**

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

## **23. Use of Premises**

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

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

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

## **25. Inspection**

- (a) All materials and workmanship shall be subject to inspection, examination, or test by the Owner and Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The Owner shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Owner may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any Monies which may be due the Contractor, without prejudice to any other rights or remedies of the Owner.
- (b) The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the Owner will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the technical specifications.
- (c) The Contractor shall notify the Owner sufficiently in advance of back filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Owner, the Contractor shall uncover for inspection and recover such facilities at his own expense, when so requested by the Owner.
- (d) Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such

work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

- (e) Inspection of materials and appurtenances to be incorporated in the improvements included in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the technical specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.
- (f) Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Owner or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

## **26. Review by Owner**

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

## **27. Final Inspection**

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

## **28. Deduction for Uncorrected Work**

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

## **29. Warranty of Title**

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

entered into for such materials.

### **30. Warranty of Workmanship and Materials**

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

### **31. Job Offices**

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

### **32. Partial Use of Site Improvements**

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

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

### **33. Contract Period**

The work to be performed under this contract shall commence within the time stipulated by the Owner in the Notice to Proceed, and shall be fully completed within 180 calendar days thereafter.

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

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

### **35. Utilities**

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

### **36. Parking**

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

### **37. Fire And Safety**

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

### **38. Contractor's Buildings**

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

### **39. Worksite Security**

Contractor shall maintain the security of the worksite.

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

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

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

### **40. Final Grading**

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

### **41. Changes And Alterations**

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

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

actual loss occasioned by such change due to actual expenses incurred in preparation for the work as originally planned.

#### **42. Extra Work**

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

It is agreed that Contractor shall perform all Extra Work under the direction of the County when presented with a Written Work Order signed by the County. It is also agreed that the compensation to be paid Contractor for performing said Extra Work shall be determined by one or more of the following methods:

Method (a) - By agreed unit prices; or

Method (b) - By agreed lump sum: or

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

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

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

#### **43. Salvage**

Any materials, equipment and fixtures specifically ordered to be salvaged under these specifications shall remain the property of County and will be delivered to the site designated by the County. All

other items shall be disposed of by Contractor in compliance with all applicable laws and regulations.

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

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

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

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

#### **46. Permits And Licenses**

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

#### **47. Lines And Grades**

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

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

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

#### **49. Material Hauling**

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

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

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

All equipment associated with the work shall be equipped with components designed by the

manufacturer wholly or in part to suppress excessive noise and these components shall be maintained in their original operating condition considering normal depreciation. Noise-attenuation devices installed by the manufacturer such as mufflers, engine covers, insulation, etc., shall not be removed nor rendered ineffectual nor be permitted to remain off the equipment while the equipment is in use.

#### **51. Working Hours**

Work shall not be commenced by the contractor before sunrise and shall be so conducted that all equipment is off the road and safely stored by sunset. Specific permission shall be obtained by the contractor from the Engineer for work during those hours between 7:00 P.M. and 6:00 A.M. of the following day.

#### **52. Pipeline, Utility Locations And Contractor Responsibility**

An effort to determine all pipelines and utilities which may impact the project has been made. All known pipelines and utilities have been approximately located and shown on the plans. The Contractor shall notify all utility and pipeline owners before beginning the work. Additional unknown utilities and pipelines may be found. Adjustments of these utilities or pipelines shall be done by others at no expense to the contractor. However, the Contractor shall cooperate and coordinate his work with the adjustment

The Contractor will anticipate this in making his bid. The contractor will not be allowed claims for damages or delays for these adjustments should they be necessary. However, additional time will be considered for the contract period.

This action, however, shall in no way be interpreted as relieving the Contractor of his responsibilities under the terms of the contract as set out in the plans and specifications. The Contractor shall repair any damage to the facilities caused by his operations at the Contractor's expense and shall restore facilities to service in a timely manner.

#### **53. Incidentals**

All items of work required under this contract not specifically called for in the proposal as pay items shall be considered incidental to the various bid items and no separate payment shall be made for same.

#### **54. Flagmen**

During certain phases of construction flagmen will be required to direct and control traffic. This work will not be paid for directly, but shall be considered incidental the various bid items and no separate payment shall be made for same.

#### **55. Field Office**

For this project the Contractor will not have to provide a field office.

#### **56. Wage Rates:**

The attached schedule of wages per hour for this Contract follows.



"General Decision Number: TX20210038 01/01/2021

Superseded General Decision Number: TX20200038

State: Texas

Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/01/2021

\* SUTX2011-013 08/10/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures).....	\$ 12.98	
ELECTRICIAN.....	\$ 27.11	

## FORM BUILDER/FORM SETTER

Paving & Curb.....\$ 12.34  
Structures.....\$ 12.23

## LABORER

Asphalt Raker.....\$ 12.36  
Flagger.....\$ 10.33  
Laborer, Common.....\$ 11.02  
Laborer, Utility.....\$ 11.73  
Pipelayer.....\$ 12.12  
Work Zone Barricade  
Servicer.....\$ 11.67

PAINTER (Structures).....\$ 18.62

## POWER EQUIPMENT OPERATOR:

Asphalt Distributor.....\$ 14.06  
Asphalt Paving Machine.....\$ 14.32  
Broom or Sweeper.....\$ 12.68  
Concrete Pavement  
Finishing Machine.....\$ 13.07  
Concrete Paving, Curing,  
Float, Texturing Machine....\$ 11.71  
Concrete Saw.....\$ 13.99  
Crane, Hydraulic 80 Tons  
or less.....\$ 13.86  
Crane, Lattice boom 80  
tons or less.....\$ 14.97  
Crane, Lattice boom over  
80 Tons.....\$ 15.80  
Crawler Tractor.....\$ 13.68  
Excavator, 50,000 pounds  
or less.....\$ 12.71  
Excavator, Over 50,000  
pounds.....\$ 14.53  
Foundation Drill, Crawler  
Mounted.....\$ 17.43  
Foundation Drill, Truck  
Mounted.....\$ 15.89  
Front End Loader 3 CY or  
Less.....\$ 13.32  
Front End Loader, Over 3 CY.\$ 13.17  
Loader/Backhoe.....\$ 14.29  
Mechanic.....\$ 16.96  
Milling Machine.....\$ 13.53  
Motor Grader, Fine Grade....\$ 15.69  
Motor Grader, Rough.....\$ 14.23  
Off Road Hauler.....\$ 14.60  
Pavement Marking Machine...\$ 11.18  
Piledriver.....\$ 14.95  
Roller, Asphalt.....\$ 11.95  
Roller, Other.....\$ 11.57  
Scraper.....\$ 13.47  
Spreader Box.....\$ 13.58

Servicer.....\$ 13.97

## Steel Worker

Reinforcing Steel.....\$ 15.15  
Structural Steel Welder.....\$ 12.85  
Structural Steel.....\$ 14.39

## TRUCK DRIVER

Low Boy Float.....\$ 16.03

Single Axle.....\$ 11.46  
 Single or Tandem Axle Dump..\$ 11.48  
 Tandem Axle Tractor w/Semi  
 Trailer.....\$ 12.27

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

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

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

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 The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

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

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

this classification and rate.

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

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**BID PROPOSAL**

**JAMAICA BEACH STREET IMPROVEMENTS PROJECT**

1. BEACHCOMBER DRIVE							
ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1	309	REMOVE ASPHALTIC SURFACE COURSE BY MILLING (3" DEPTH, INCL. SCARIFY EXIST. BASE)	SY	352.83	_____ DOLLARS AND _____ CENTS		
2	310	PRIME COAT FOR BASE COURSE	GAL	105.85	_____ DOLLARS AND _____ CENTS		
3	340	HOT MIX-HOT LAID ASPHALTIC CONCRETE 3" DEPTH	TN	60.33	_____ DOLLARS AND _____ CENTS		
4	500	REMOVE & RELOCATE TRAFFIC SIGNS, MAIL BOXES, TRASH RECEPTACLES AND ROADWAY SIGNS	LS	1.00	_____ DOLLARS AND _____ CENTS		
5	500	FURNISH, INSTALL, AND REMOVE PROJECT SIGN	EA	1.00	_____ DOLLARS AND _____ CENTS		
6	559	CONSTRUCTION SAFETY FENCE	LF	50.00	_____ DOLLARS AND _____ CENTS		
7	661	24" STOP BAR	LF	19.00	_____ DOLLARS AND _____ CENTS		
8	671	TRAFFIC CONTROL - BARRICADES, BARRIERS, BARRELS, CONES, AND SIGNING	MO	0.38	_____ DOLLARS AND _____ CENTS		
SUPPLEMENTAL ITEMS							
9	104	REMOVE CONCRETE (CURB)	LF	100.00	_____ DOLLARS AND _____ CENTS		
10	162	SODDING	SY	33.00	_____ DOLLARS AND _____ CENTS		
11	TXDOT 500	MOBILIZATION	LS	1.00	_____ DOLLARS AND _____ CENTS		
12	530	CONCRETE CURB	LF	50.00	_____ DOLLARS AND _____ CENTS		
<b>SUBTOTAL FOR BEACHCOMBER DRIVE MILL &amp; OVERLAY</b>					_____ DOLLARS AND _____ CENTS		

**BID PROPOSAL**

**JAMAICA BEACH STREET IMPROVEMENTS PROJECT**

2. BLACKBEARD ROAD							
ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1	309	REMOVE ASPHALTIC SURFACE COURSE BY MILLING (3" DEPTH, INCL. SCARIFY EXIST. BASE)	SY	1027.53	_____ DOLLARS AND _____ CENTS		
2	310	PRIME COAT FOR BASE COURSE	GAL	341.06	_____ DOLLARS AND _____ CENTS		
3	340	HOT MIX-HOT LAID ASPHALTIC CONCRETE 3" DEPTH	TN	194.40	_____ DOLLARS AND _____ CENTS		
4	500	REMOVE & RELOCATE TRAFFIC SIGNS, MAIL BOXES, TRASH RECEPTACLES AND ROADWAY SIGNS	LS	1.00	_____ DOLLARS AND _____ CENTS		
5	500	FURNISH, INSTALL, AND REMOVE PROJECT SIGN	EA	1.00	_____ DOLLARS AND _____ CENTS		
6	559	CONSTRUCTION SAFETY FENCE	LF	100.00	_____ DOLLARS AND _____ CENTS		
7	671	TRAFFIC CONTROL - BARRICADES, BARRIERS, BARRELS, CONES, AND SIGNING	MO	0.38	_____ DOLLARS AND _____ CENTS		
8	713	REINFORCED FILTER FABRIC BARRIER	LF	60.00	_____ DOLLARS AND _____ CENTS		
SUPPLEMENTAL ITEMS							
9	104	REMOVING EXISTING CONCRETE DRIVEWAY (ALL DEPTHS)	SY	19.00	_____ DOLLARS AND _____ CENTS		
10	162	SODDING	SY	120.00	_____ DOLLARS AND _____ CENTS		
11	433	CEMENT STABILIZED SAND BASE COURSE 8" DEPTH	SY	20.00	_____ DOLLARS AND _____ CENTS		
12	530	CONCRETE DRIVEWAY (6" DEPTH)	SY	19.00	_____ DOLLARS AND _____ CENTS		
<b>SUBTOTAL FOR BLACKBEARD ROAD MILL &amp; OVERLAY</b>					_____ DOLLARS AND _____ CENTS		

**BID PROPOSAL**

**JAMAICA BEACH STREET IMPROVEMENTS PROJECT**

3. LEWIS SCOTT ROAD							
ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1	309	REMOVE ASPHALTIC SURFACE COURSE BY MILLING (3" DEPTH, INCL. SCARIFY EXIST. BASE)	SY	1005.13	_____ DOLLARS AND _____ CENTS		
2	310	PRIME COAT FOR BASE COURSE	GAL	335.45	_____ DOLLARS AND _____ CENTS		
3	340	HOT MIX-HOT LAID ASPHALTIC CONCRETE 3" DEPTH	TN	191.20	_____ DOLLARS AND _____ CENTS		
4	500	REMOVE & RELOCATE TRAFFIC SIGNS, MAIL BOXES, TRASH RECEPTACLES AND ROADWAY SIGNS	LS	1.00	_____ DOLLARS AND _____ CENTS		
5	559	CONSTRUCTION SAFETY FENCE	LF	50.00	_____ DOLLARS AND _____ CENTS		
6	671	TRAFFIC CONTROL - BARRICADES, BARRIERS, BARRELS, CONES, AND SIGNING	MO	0.38	_____ DOLLARS AND _____ CENTS		
7	713	REINFORCED FILTER FABRIC BARRIER	LF	60.00	_____ DOLLARS AND _____ CENTS		
SUPPLEMENTAL ITEMS							
8	104	REMOVING EXISTING CONCRETE DRIVEWAY (ALL DEPTHS)	SY	13.30	_____ DOLLARS AND _____ CENTS		
9	162	SODDING	SY	60.00	_____ DOLLARS AND _____ CENTS		
10	433	CEMENT STABILIZED SAND BASE COURSE 8" DEPTH	SY	20.00	_____ DOLLARS AND _____ CENTS		
11	530	CONCRETE DRIVEWAY (6" DEPTH)	SY	13.30	_____ DOLLARS AND _____ CENTS		
<b>SUBTOTAL FOR LEWIS SCOTT ROAD MILL &amp; OVERLAY</b>					_____ DOLLARS AND _____ CENTS		



**BID PROPOSAL**

**JAMAICA BEACH STREET IMPROVEMENTS PROJECT**

<b>4. JOHN SILVER ROAD</b>							
ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1	120	EXCAVATION FOR SWALE	CY	5.00	_____ DOLLARS AND _____ CENTS		
2	132	EMBANKMENT	CY	15.00	_____ DOLLARS AND _____ CENTS		
3	309	SCARIFY EXISTING PAVEMENT	SY	1,096.83	_____ DOLLARS AND _____ CENTS		
4	340	TACK COAT	GAL	334.46	_____ DOLLARS AND _____ CENTS		
5	340	HOT MIX-HOT LAID ASPHALTIC CONCRETE 1.5"-6" DEPTH	TN	315.50	_____ DOLLARS AND _____ CENTS		
6	472	CAST IN PLACE CONCRETE INLET TY A	EA	2.00	_____ DOLLARS AND _____ CENTS		
7	500	REMOVE & RELOCATE TRAFFIC SIGNS, MAIL BOXES, TRASH RECEPTACLES AND ROADWAY SIGNS	LS	1.00	_____ DOLLARS AND _____ CENTS		
8	559	CONSTRUCTION SAFETY FENCE	LF	100.00	_____ DOLLARS AND _____ CENTS		
9	671	TRAFFIC CONTROL - BARRICADES, BARRIERS, BARRELS, CONES, AND SIGNING	MO	0.38	_____ DOLLARS AND _____ CENTS		
10	713	REINFORCED FILTER FABRIC BARRIER	LF	90.00	_____ DOLLARS AND _____ CENTS		
11	719	INLET PROTECTION BARRIER	LF	60.00	_____ DOLLARS AND _____ CENTS		
<b>SUPPLEMENTAL ITEMS</b>							
12	162	SODDING	SY	60.00	_____ DOLLARS AND _____ CENTS		
<b>SUBTOTAL FOR JOHN SILVER ROAD TACK &amp; OVERLAY</b>					_____ DOLLARS AND _____ CENTS		

**BID PROPOSAL**

**JAMAICA BEACH STREET IMPROVEMENTS PROJECT**

5. BERMUDA WAY							
ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1	309	REMOVE ASPHALTIC SURFACE COURSE BY MILLING (3" DEPTH, INCL. SCARIFY EXIST. BASE)	SY	2243.62	_____ DOLLARS AND _____ CENTS		
2	310	PRIME COAT FOR BASE COURSE	GAL	672.90	_____ DOLLARS AND _____ CENTS		
3	340	HOT MIX-HOT LAID ASPHALTIC CONCRETE 3" DEPTH	TN	383.55	_____ DOLLARS AND _____ CENTS		
4	500	REMOVE & RELOCATE TRAFFIC SIGNS, MAIL BOXES, TRASH RECEPTACLES AND ROADWAY SIGNS	LS	1.00	_____ DOLLARS AND _____ CENTS		
5	559	CONSTRUCTION SAFETY FENCE	LF	80.00	_____ DOLLARS AND _____ CENTS		
6	671	TRAFFIC CONTROL - BARRICADES, BARRIERS, BARRELS, CONES, AND SIGNING	MO	0.38	_____ DOLLARS AND _____ CENTS		
7	713	REINFORCED FILTER FABRIC BARRIER	LF	150.00	_____ DOLLARS AND _____ CENTS		
SUPPLEMENTAL ITEMS							
8	104	REMOVING EXISTING CONCRETE DRIVEWAY (ALL DEPTHS)	SY	40.00	_____ DOLLARS AND _____ CENTS		
9	162	SODDING	SY	140.00	_____ DOLLARS AND _____ CENTS		
10	530	CONCRETE DRIVEWAY (6" DEPTH)	SY	35.00	_____ DOLLARS AND _____ CENTS		
<b>SUBTOTAL FOR BERMUDA WAY MILL &amp; OVERLAY</b>					_____ DOLLARS AND _____ CENTS		

**BID PROPOSAL**

**JAMAICA BEACH STREET IMPROVEMENTS PROJECT**

<b>6. BAHAMA WAY</b>							
ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1	309	REMOVE ASPHALTIC SURFACE COURSE BY MILLING (3"-4.5" DEPTH INCL. SCARIFY EXIST. BASE)	SY	2055.44	_____ DOLLARS AND _____ CENTS		
2	310	PRIME COAT FOR BASE COURSE	GAL	647.63	_____ DOLLARS AND _____ CENTS		
3	340	HOT MIX-HOT LAID ASPHALTIC CONCRETE 3" DEPTH	TN	369.12	_____ DOLLARS AND _____ CENTS		
4	500	REMOVE & RELOCATE TRAFFIC SIGNS, MAIL BOXES, TRASH RECEPTACLES AND ROADWAY SIGNS	LS	1.00	_____ DOLLARS AND _____ CENTS		
5	559	CONSTRUCTION SAFETY FENCE	LF	160.00	_____ DOLLARS AND _____ CENTS		
6	671	TRAFFIC CONTROL - BARRICADES, BARRIERS, BARRELS, CONES, AND SIGNING	MO	0.38	_____ DOLLARS AND _____ CENTS		
7	713	REINFORCED FILTER FABRIC BARRIER	LF	135.00	_____ DOLLARS AND _____ CENTS		
<b>SUPPLEMENTAL ITEMS</b>							
8	104	REMOVING EXISTING CONCRETE DRIVEWAY (ALL DEPTHS)	SY	40.00	_____ DOLLARS AND _____ CENTS		
9	162	SODDING	SY	200.00	_____ DOLLARS AND _____ CENTS		
10	530	CONCRETE DRIVEWAY (6" DEPTH)	SY	35.00	_____ DOLLARS AND _____ CENTS		
<b>SUBTOTAL FOR BAHAMA WAY MILL &amp; OVERLAY</b>					_____ DOLLARS AND _____ CENTS		

**BID PROPOSAL**

**JAMAICA BEACH STREET IMPROVEMENTS PROJECT**

7. PELICAN ROAD							
ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1	309	REMOVE ASPHALTIC SURFACE COURSE BY MILLING (3" DEPTH, INCL. SCARIFY EXIST. BASE)	SY	1747.56	_____ DOLLARS AND _____ CENTS		
2	310	PRIME COAT FOR BASE COURSE	GAL	589.35	_____ DOLLARS AND _____ CENTS		
3	340	HOT MIX-HOT LAID ASPHALTIC CONCRETE 3" DEPTH	TN	335.93	_____ DOLLARS AND _____ CENTS		
4	500	REMOVE & RELOCATE TRAFFIC SIGNS, MAIL BOXES, TRASH RECEPTACLES AND ROADWAY SIGNS	LS	1.00	_____ DOLLARS AND _____ CENTS		
5	559	CONSTRUCTION SAFETY FENCE	LF	50.00	_____ DOLLARS AND _____ CENTS		
6	671	TRAFFIC CONTROL - BARRICADES, BARRIERS, BARRELS, CONES, AND SIGNING	MO	0.38	_____ DOLLARS AND _____ CENTS		
7	713	REINFORCED FILTER FABRIC BARRIER	LF	120.00	_____ DOLLARS AND _____ CENTS		
SUPPLEMENTAL ITEMS							
8	104	REMOVING EXISTING CONCRETE DRIVEWAY (ALL DEPTHS)	SY	45.00	_____ DOLLARS AND _____ CENTS		
9	162	SODDING	SY	80.00	_____ DOLLARS AND _____ CENTS		
10	433	CEMENT STABILIZED SAND BASE COURSE 8" DEPTH	SY	20.00	_____ DOLLARS AND _____ CENTS		
11	530	CONCRETE DRIVEWAY (6" DEPTH)	SY	37.00	_____ DOLLARS AND _____ CENTS		
<b>SUBTOTAL FOR PELICAN ROAD MILL &amp; OVERLAY</b>					_____ DOLLARS AND _____ CENTS		

**BID PROPOSAL**

**JAMAICA BEACH STREET IMPROVEMENTS PROJECT**

8. ANCHOR WAY							
ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1	309	REMOVE ASPHALTIC SURFACE COURSE BY MILLING (3" DEPTH, INCL. SCARIFY EXIST. BASE)	SY	1174.17	_____ DOLLARS AND _____ CENTS		
2	310	PRIME COAT FOR BASE COURSE	GAL	352.20	_____ DOLLARS AND _____ CENTS		
3	340	HOT MIX-HOT LAID ASPHALTIC CONCRETE 3" DEPTH	TN	200.75	_____ DOLLARS AND _____ CENTS		
4	500	REMOVE & RELOCATE TRAFFIC SIGNS, MAIL BOXES, TRASH RECEPTACLES AND ROADWAY SIGNS	LS	1.00	_____ DOLLARS AND _____ CENTS		
5	559	CONSTRUCTION SAFETY FENCE	LF	100.00	_____ DOLLARS AND _____ CENTS		
6	671	TRAFFIC CONTROL - BARRICADES, BARRIERS, BARRELS, CONES, AND SIGNING	MO	0.38	_____ DOLLARS AND _____ CENTS		
7	713	REINFORCED FILTER FABRIC BARRIER	LF	75.00	_____ DOLLARS AND _____ CENTS		
SUPPLEMENTAL ITEMS							
8	104	REMOVING EXISTING CONCRETE DRIVEWAY (ALL DEPTHS)	SY	25.00	_____ DOLLARS AND _____ CENTS		
9	162	SODDING	SY	50.00	_____ DOLLARS AND _____ CENTS		
10	530	CONCRETE DRIVEWAY (6" DEPTH)	SY	20.00	_____ DOLLARS AND _____ CENTS		
<b>SUBTOTAL FOR ANCHOR WAY MILL &amp; OVERLAY</b>					_____ DOLLARS AND _____ CENTS		

**BID PROPOSAL**

**JAMAICA BEACH STREET IMPROVEMENTS PROJECT**

<b>9. BEACHCOMBER DRIVE RECONSTRUCTION</b>							
ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1	102	CLEARING AND GRUBBING	LS	1.00	_____ DOLLARS AND _____ CENTS		
2	310	PRIME COAT FOR BASE COURSE	GAL	414.91	_____ DOLLARS AND _____ CENTS		
3	340	HOT MIX-HOT LAID ASPHALTIC CONCRETE 3" DEPTH	TN	236.50	_____ DOLLARS AND _____ CENTS		
4	433	CEMENT STABILIZED SAND BASE COURESE 8" DEPTH	SY	1,383.02	_____ DOLLARS AND _____ CENTS		
5	500	REMOVE & RELOCATE TRAFFIC SIGNS, MAIL BOXES, TRASH RECEPTACLES AND ROADWAY SIGNS	LS	1.00	_____ DOLLARS AND _____ CENTS		
6	540	REMOVE AND DISPOSE OF ASPHALTIC SURFACE WITH OR WITHOUT BASE (ALL THICKNESSES)	SY	1,383.02	_____ DOLLARS AND _____ CENTS		
7	559	CONSTRUCTION SAFETY FENCE	LF	65.00	_____ DOLLARS AND _____ CENTS		
8	671	TRAFFIC CONTROL - BARRICADES, BARRIERS, BARRELS, CONES, AND SIGNING	MO	0.38	_____ DOLLARS AND _____ CENTS		
9	713	REINFORCED FILTER FABRIC BARRIER	LF	81.00	_____ DOLLARS AND _____ CENTS		
<b>SUPPLEMENTAL ITEMS</b>							
10	104	REMOVING CONCRETE (CURB)	LF	100.00	_____ DOLLARS AND _____ CENTS		
11	162	SODDING	SY	70.00	_____ DOLLARS AND _____ CENTS		
12	231	10% CEMENT STABILIZED RECLAIMED ASPHALT AND BASE	SY	1,383.02	_____ DOLLARS AND _____ CENTS		
13	530	MONOLITHIC CONCRETE CURB AND GUTTER	LF	100.00	_____ DOLLARS AND _____ CENTS		
<b>SUBTOTAL FOR BEACHCOMBER DRIVE RECONSTRUCTION</b>					_____ DOLLARS AND _____ CENTS		

**BID PROPOSAL**

**JAMAICA BEACH STREET IMPROVEMENTS PROJECT**

10. BUCCANEER DRIVE RECONSTRUCTION							
ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1	102	CLEARING AND GRUBBING	LS	1.00	_____ DOLLARS AND _____ CENTS		
2	104	REMOVE EXISTING CONCRETE (STONE RIP RAP)	SY	123.00	_____ DOLLARS AND _____ CENTS		
3	110	EXCAVATION	CY	60.00	_____ DOLLARS AND _____ CENTS		
4	130	BORROW	CY	70.00	_____ DOLLARS AND _____ CENTS		
5	310	PRIME COAT FOR BASE COURSE	GAL	96.06	_____ DOLLARS AND _____ CENTS		
6	340	HOT MIX-HOT LAID ASPHALTIC CONCRETE 3" DEPTH	TN	54.75	_____ DOLLARS AND _____ CENTS		
7	433	CEMENT STABILIZED SAND BASE COURESE 8" DEPTH	SY	357.25	_____ DOLLARS AND _____ CENTS		
8	500	REMOVE & RELOCATE TRAFFIC SIGNS, MAIL BOXES, TRASH RECEPTACLES AND ROADWAY SIGNS	LS	1.00	_____ DOLLARS AND _____ CENTS		
9	500	FURNISH, INSTALL, AND REMOVE PROJECT SIGN	EA	1.00	_____ DOLLARS AND _____ CENTS		
10	540	REMOVE AND DISPOSE OF ASPHALTIC SURFACE WITH OR WITHOUT BASE (ALL THICKNESSES)	SY	239.25	_____ DOLLARS AND _____ CENTS		
11	559	CONSTRUCTION SAFETY FENCE	LF	30.00	_____ DOLLARS AND _____ CENTS		
12	671	TRAFFIC CONTROL - BARRICADES, BARRIERS, BARRELS, CONES, AND SIGNING	MO	0.38	_____ DOLLARS AND _____ CENTS		
13	713	REINFORCED FILTER FABRIC BARRIER	LF	80.00	_____ DOLLARS AND _____ CENTS		
<b>SUPPLEMENTAL ITEMS</b>							
14	162	SODDING	SY	20.00	_____ DOLLARS AND _____ CENTS		
15	231	10% CEMENT STABILIZED RECLAIMED ASPHALT AND BASE	SY	357.25	_____ DOLLARS AND _____ CENTS		
16	SPEC.	ARTICULATED CONCRETE BLOCKS	SY	275.00	_____ DOLLARS AND _____ CENTS		
17	719	INLET PROTECTION BARRIER	LS	1.00	_____ DOLLARS AND _____ CENTS		
<b>SUBTOTAL FOR BUCCANEER DRIVE RECONSTRUCTION</b>					_____ DOLLARS AND _____ CENTS		

**BID PROPOSAL**

**JAMAICA BEACH STREET IMPROVEMENTS PROJECT**

11. LEWIS SCOTT ROAD RECONSTRUCTION							
ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1	104	REMOVE EXISTING CONCRETE DRIVEWAY (ALL DEPTHS)	SY	40.00	_____ DOLLARS AND _____ CENTS		
2	132	EMBANKMENT	CY	15.40	_____ DOLLARS AND _____ CENTS		
3	310	PRIME COAT FOR BASE COURSE	GAL	436.20	_____ DOLLARS AND _____ CENTS		
4	340	HOT MIX-HOT LAID ASPHALTIC CONCRETE 3" DEPTH	TN	248.63	_____ DOLLARS AND _____ CENTS		
5	433	CEMENT STABILIZED SAND BASE COURESE 8" DEPTH	SY	1,645.20	_____ DOLLARS AND _____ CENTS		
6	500	REMOVE & RELOCATE TRAFFIC SIGNS, MAIL BOXES, TRASH RECEPTACLES AND ROADWAY SIGNS	LS	1.00	_____ DOLLARS AND _____ CENTS		
7	530	CONCRETE DRIVEWAY (6" DEPTH)	SY	32.00	_____ DOLLARS AND _____ CENTS		
8	540	REMOVE AND DISPOSE OF ASPHALTIC SURFACE WITH OR WITHOUT BASE (ALL THICKNESSES)	SY	1,200.00	_____ DOLLARS AND _____ CENTS		
9	559	CONSTRUCTION SAFETY FENCE	LF	80.00	_____ DOLLARS AND _____ CENTS		
10	661	24" WHITE STOP BAR	LF	10.00	_____ DOLLARS AND _____ CENTS		
11	661	12" WHITE CROSSWALK STRIPING	LF	54.00	_____ DOLLARS AND _____ CENTS		
12	671	TRAFFIC CONTROL - BARRICADES, BARRIERS, BARRELS, CONES, AND SIGNING	MO	0.38	_____ DOLLARS AND _____ CENTS		
13	713	REINFORCED FILTER FABRIC BARRIER	LF	135.00	_____ DOLLARS AND _____ CENTS		
<b>SUPPLEMENTAL ITEMS</b>							
14	162	SODDING	SY	100.00	_____ DOLLARS AND _____ CENTS		
15	231	10% CEMENT STABILIZED RECLAIMED ASPHALT AND BASE	SY	1,454.00	_____ DOLLARS AND _____ CENTS		
<b>SUBTOTAL FOR LEWIS SCOTT ROAD RECONSTRUCTION</b>					_____ DOLLARS AND _____ CENTS		



**BID PROPOSAL**

**JAMAICA BEACH STREET IMPROVEMENTS PROJECT**

12. JAMAICA INN ROAD RECONSTRUCTION							
ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1	104	REMOVE EXISTING CONCRETE DRIVEWAY (ALL DEPTHS)	SY	48.00	_____ DOLLARS AND _____ CENTS		
2	132	EMBANKMENT	CY	20.00	_____ DOLLARS AND _____ CENTS		
3	310	PRIME COAT FOR BASE COURSE	GAL	429.37	_____ DOLLARS AND _____ CENTS		
4	340	HOT MIX-HOT LAID ASPHALTIC CONCRETE 3" DEPTH	TN	244.74	_____ DOLLARS AND _____ CENTS		
5	433	CEMENT STABILIZED SAND BASE COURESE 8" DEPTH	SY	1,578.59	_____ DOLLARS AND _____ CENTS		
6	500	REMOVE & RELOCATE TRAFFIC SIGNS, MAIL BOXES, TRASH RECEPTACLES AND ROADWAY SIGNS	LS	1.00	_____ DOLLARS AND _____ CENTS		
7	530	CONCRETE DRIVEWAY (6" DEPTH)	SY	84.00	_____ DOLLARS AND _____ CENTS		
8	540	REMOVE AND DISPOSE OF ASPHALTIC SURFACE WITH OR WITHOUT BASE (ALL THICKNESSES)	SY	1,260.00	_____ DOLLARS AND _____ CENTS		
9	559	CONSTRUCTION SAFETY FENCE	LF	50.00	_____ DOLLARS AND _____ CENTS		
10	671	TRAFFIC CONTROL - BARRICADES, BARRIERS, BARRELS, CONES, AND SIGNING	MO	0.38	_____ DOLLARS AND _____ CENTS		
11	713	REINFORCED FILTER FABRIC BARRIER	LF	90.00	_____ DOLLARS AND _____ CENTS		
SUPPLEMENTAL ITEMS							
12	162	SODDING	SY	150.00	_____ DOLLARS AND _____ CENTS		
13	231	10% CEMENT STABILIZED RECLAIMED ASPHALT AND BASE	SY	1,367.00	_____ DOLLARS AND _____ CENTS		
14	730	CONCRETE TRUCK WASHOUT STRUCTURES (60% OF UNIT COST FOR FURNISH AND INSTALLATION, AND 40% OF UNIT COST FOR REMOVAL)	LS	1.00	_____ DOLLARS AND _____ CENTS		
<b>SUBTOTAL FOR JAMAICA INN ROAD RECONSTRUCTION</b>					_____ DOLLARS AND _____ CENTS		

**BID PROPOSAL**

**JAMAICA BEACH STREET IMPROVEMENTS PROJECT**

13. PELICAN ROAD RECONSTRUCTION							
ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1	104	REMOVE EXISTING CONCRETE DRIVEWAY (ALL DEPTHS)	SY	20.00	_____ DOLLARS AND _____ CENTS		
2	132	EMBANKMENT	CY	10.00	_____ DOLLARS AND _____ CENTS		
3	310	PRIME COAT FOR BASE COURSE	GAL	390.37	_____ DOLLARS AND _____ CENTS		
4	340	HOT MIX-HOT LAID ASPHALTIC CONCRETE 3" DEPTH	TN	222.51	_____ DOLLARS AND _____ CENTS		
5	433	CEMENT STABILIZED SAND BASE COURESE 8" DEPTH	SY	1,450.66	_____ DOLLARS AND _____ CENTS		
6	500	REMOVE & RELOCATE TRAFFIC SIGNS, MAIL BOXES, TRASH RECEPTACLES AND ROADWAY SIGNS	LS	1.00	_____ DOLLARS AND _____ CENTS		
7	530	CONCRETE DRIVEWAY (6" DEPTH)	SY	7.00	_____ DOLLARS AND _____ CENTS		
8	540	REMOVE AND DISPOSE OF ASPHALTIC SURFACE WITH OR WITHOUT BASE (ALL THICKNESSES)	SY	1,301.22	_____ DOLLARS AND _____ CENTS		
9	559	CONSTRUCTION SAFETY FENCE	LF	55.00	_____ DOLLARS AND _____ CENTS		
10	671	TRAFFIC CONTROL - BARRICADES, BARRIERS, BARRELS, CONES, AND SIGNING	MO	0.38	_____ DOLLARS AND _____ CENTS		
11	713	REINFORCED FILTER FABRIC BARRIER	LF	105.00	_____ DOLLARS AND _____ CENTS		
<b>SUPPLEMENTAL ITEMS</b>							
12	162	SODDING	SY	75.00	_____ DOLLARS AND _____ CENTS		
13	231	10% CEMENT STABILIZED RECLAIMED ASPHALT AND BASE	SY	1,260.00	_____ DOLLARS AND _____ CENTS		
<b>SUBTOTAL FOR PELICAN ROAD RECONSTRUCTION</b>					_____ DOLLARS AND _____ CENTS		

**BID PROPOSAL**

**JAMAICA BEACH STREET IMPROVEMENTS PROJECT**

<b>14. NASSAU WAY OVERLAY (ALTERNATE)</b>							
ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1	309	REMOVE ASPHALTIC SURFACE COURSE BY MILLING (3" DEPTH, INCL. SCARIFY EXIST. BASE)	SY	2,230.00	_____ DOLLARS AND _____ CENTS		
2	310	PRIME COAT FOR BASE COURSE	GAL	674.88	_____ DOLLARS AND _____ CENTS		
3	340	HOT MIX-HOT LAID ASPHALTIC CONCRETE 3" DEPTH	TN	384.68	_____ DOLLARS AND _____ CENTS		
4	500	REMOVE & RELOCATE TRAFFIC SIGNS, MAIL BOXES, TRASH RECEPTACLES AND ROADWAY SIGNS	LS	1.00	_____ DOLLARS AND _____ CENTS		
5	559	CONSTRUCTION SAFETY FENCE	LF	100.00	_____ DOLLARS AND _____ CENTS		
6	671	TRAFFIC CONTROL - BARRICADES, BARRIERS, BARRELS, CONES, AND SIGNING	MO	0.38	_____ DOLLARS AND _____ CENTS		
7	713	REINFORCED FILTER FABRIC BARRIER	LF	120.00	_____ DOLLARS AND _____ CENTS		
<b>SUPPLEMENTAL ITEMS</b>							
8	104	REMOVE EXISTING CONCRETE DRIVEWAY (ALL DEPTHS)	SY	40.00	_____ DOLLARS AND _____ CENTS		
9	162	SODDING	SY	150.00	_____ DOLLARS AND _____ CENTS		
10	231	CONCRETE DRIVEWAY (6" DEPTH)	SY	30.00	_____ DOLLARS AND _____ CENTS		
<b>SUBTOTAL FOR NASSAU WAY MILL &amp; OVERLAY (ALTERNATE)</b>					_____ DOLLARS AND _____ CENTS		

**BID PROPOSAL**

**JAMAICA BEACH STREET IMPROVEMENTS PROJECT**

<b>15. TORTUGA WAY OVERLAY (ALTERNATE)</b>							
ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1	309	REMOVE ASPHALTIC SURFACE COURSE BY MILLING (3" DEPTH, INCL. SCARIFY EXIST. BASE)	SY	2,019.77	_____ DOLLARS AND _____ CENTS		
2	310	PRIME COAT FOR BASE COURSE	GAL	601.80	_____ DOLLARS AND _____ CENTS		
3	340	HOT MIX-HOT LAID ASPHALTIC CONCRETE 3" DEPTH	TN	343.03	_____ DOLLARS AND _____ CENTS		
4	500	REMOVE & RELOCATE TRAFFIC SIGNS, MAIL BOXES, TRASH RECEPTACLES AND ROADWAY SIGNS	LS	1.00	_____ DOLLARS AND _____ CENTS		
5	559	CONSTRUCTION SAFETY FENCE	LF	100.00	_____ DOLLARS AND _____ CENTS		
6	671	TRAFFIC CONTROL - BARRICADES, BARRIERS, BARRELS, CONES, AND SIGNING	MO	0.38	_____ DOLLARS AND _____ CENTS		
7	713	REINFORCED FILTER FABRIC BARRIER	LF	90.00	_____ DOLLARS AND _____ CENTS		
<b>SUPPLEMENTAL ITEMS</b>							
8	104	REMOVE EXISTING CONCRETE DRIVEWAY (ALL DEPTHS)	SY	25.00	_____ DOLLARS AND _____ CENTS		
9	162	SODDING	SY	200.00	_____ DOLLARS AND _____ CENTS		
10	231	CONCRETE DRIVEWAY (6" DEPTH)	SY	20.00	_____ DOLLARS AND _____ CENTS		
<b>SUBTOTAL FOR TORTUGA WAY MILL &amp; OVERLAY (ALTERNATE)</b>					_____ DOLLARS AND _____ CENTS		

**BID PROPOSAL**

**JAMAICA BEACH STREET IMPROVEMENTS PROJECT**

<b>16. ALBATROSS ROAD OVERLAY (ALTERNATE)</b>							
ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1	309	REMOVE ASPHALTIC SURFACE COURSE BY MILLING (3" DEPTH, INCL. SCARIFY EXIST. BASE)	SY	681.97	_____ DOLLARS AND _____ CENTS		
2	310	PRIME COAT FOR BASE COURSE	GAL	204.60	_____ DOLLARS AND _____ CENTS		
3	340	HOT MIX-HOT LAID ASPHALTIC CONCRETE 3" DEPTH	TN	116.62	_____ DOLLARS AND _____ CENTS		
4	500	REMOVE & RELOCATE TRAFFIC SIGNS, MAIL BOXES, TRASH RECEPTACLES AND ROADWAY SIGNS	LS	1.00	_____ DOLLARS AND _____ CENTS		
5	559	CONSTRUCTION SAFETY FENCE	LF	50.00	_____ DOLLARS AND _____ CENTS		
6	671	TRAFFIC CONTROL - BARRICADES, BARRIERS, BARRELS, CONES, AND SIGNING	MO	0.38	_____ DOLLARS AND _____ CENTS		
7	713	REINFORCED FILTER FABRIC BARRIER	LF	45.00	_____ DOLLARS AND _____ CENTS		
<b>SUPPLEMENTAL ITEMS</b>							
8	104	REMOVE EXISTING CONCRETE DRIVEWAY (ALL DEPTHS)	SY	5.00	_____ DOLLARS AND _____ CENTS		
9	162	SODDING	SY	25.00	_____ DOLLARS AND _____ CENTS		
10	231	CONCRETE DRIVEWAY (6" DEPTH)	SY	5.00	_____ DOLLARS AND _____ CENTS		
<b>SUBTOTAL FOR ALBATROSS ROAD MILL &amp; OVERLAY (ALTERNATE)</b>					_____ DOLLARS AND _____ CENTS		

**BID PROPOSAL**

**JAMAICA BEACH STREET IMPROVEMENTS PROJECT**

<b>BID SUMMARY</b>		
<b>BASE BID</b>	<b>TOTAL PRICE</b>	<b>TOTAL PRICE</b>
1. BEACHCOMBER DRIVE OVERLAY	_____ DOLLARS AND _____ CENTS	
2. BLACKBEARD ROAD MILL & OVERLAY	_____ DOLLARS AND _____ CENTS	
3. LEWIS SCOTT ROAD MILL & OVERLAY	_____ DOLLARS AND _____ CENTS	
4. JOHN SILVER ROAD TACK & OVERLAY	_____ DOLLARS AND _____ CENTS	
5. BERMUDA WAY MILL & OVERLAY	_____ DOLLARS AND _____ CENTS	
6. BAHAMA WAY MILL & OVERLAY	_____ DOLLARS AND _____ CENTS	
7. PELICAN ROAD MILL & OVERLAY	_____ DOLLARS AND _____ CENTS	
8. ANCHOR WAY MILL & OVERLAY	_____ DOLLARS AND _____ CENTS	
9. BEACHCOMBER DRIVE RECONSTRUCTION	_____ DOLLARS AND _____ CENTS	
10. BUCCANEER DRIVE RECONSTRUCTION	_____ DOLLARS AND _____ CENTS	
11. LEWIS SCOTT ROAD RECONSTRUCTION	_____ DOLLARS AND _____ CENTS	
12. JAMAICA INN ROAD RECONSTRUCTION	_____ DOLLARS AND _____ CENTS	
13. PELICAN ROAD RECONSTRUCTION	_____ DOLLARS AND _____ CENTS	
<b>TOTAL BASE BID:</b>	_____ DOLLARS AND _____ CENTS	
<b>ALTERNATE BID</b>	<b>TOTAL PRICE</b>	<b>TOTAL PRICE</b>
14. NASSAU WAY MILL & OVERLAY	_____ DOLLARS AND _____ CENTS	
15. TORTUGA WAY MILL & OVERLAY	_____ DOLLARS AND _____ CENTS	
16. ALBATROSS ROAD MILL & OVERLAY	_____ DOLLARS AND _____ CENTS	
<b>TOTAL BID (BASE BID + ALTERNATES):</b>	_____ DOLLARS AND _____ CENTS	

This Proposal consists of a Base Bid and three additive alternates. For a bid to be considered responsive all sections must be completed. Any combination of Base Bid with or without the Additive Alternates may be awarded for contract, however in no case will the additive alternate only be awarded. The award of the contract will be based on the combination considered to be in the best interest of Galveston County.



**Contract Award** (continued)

Invitation to Bid, General Provisions, Special Provisions, Bid Forms, Non-Collusion Affidavit, Vendor Qualification Packet, Debarment Form, Special Provisions for Construction, Bid Proposal, Affidavit and Surety Forms, Wage Rates, Specifications and Plans attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract. Contractor shall furnish all materials, perform all of the work required to be done and do everything else required by these documents.

Time of Completion: The Contractor shall complete the work within 180 Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the Contract.

The Contract Sum: The County shall pay the Contractor for performance of the Contract, the sum of \_\_\_\_\_

\_\_\_\_\_ Dollars and \_\_\_/100 (\$\_\_\_\_\_), payments to be made as described herein.

Performance Bond required:                     yes ( ) no  
Payment Bond required:                         yes ( ) no

This Contract is issued pursuant to award made by Commissioners' Court on \_\_\_\_\_, 20\_\_.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

COUNTY OF GALVESTON, TEXAS

BY: \_\_\_\_\_  
MARK HENRY, County Judge

ATTEST:

\_\_\_\_\_  
DWIGHT SULLIVAN, County Clerk

CONTRACTOR

BY: \_\_\_\_\_  
Signature - Title

\_\_\_\_\_  
Printed Name



**CONSENT OF SURETY COMPANY TO FINAL PAYMENT**

TO (Owner): Galveston County

PROJECT NO:

PROJECT: Jamaica Beach Street  
(name, address) Improvements Project

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR:

---

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(here insert name and address of Surety as it appears in the bond).

, SURETY COMPANY,

on bond of (here insert name and address of Contractor )

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety  
Company of any of its obligations to (here insert name and address of Owner)

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,  
the Surety Company has hereunto set its had this

day of \_\_\_\_\_ 20\_\_ .

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

ATTEST:  
(Seal):

NOTE: This form is to be use as a companion document to Contractor's Affidavit of Payment of Debts and Claims.

**CONSENT OF SURETY TO REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE**

TO (Owner): Galveston County

PROJECT NO:

PROJECT: Jamaica Beach Street  
(name, address) Improvements Project

CONTRACT FOR:

CONTRACT DATE:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(here insert name and address of Surety as it appears in the bond).

, SURETY,

on bond of (here insert name and address of Contractor as it appears in the bond)

, CONTRACTOR,

hereby approves the reduction in or partial release of retainage to the contractor as follows:

The Surety agrees that such reduction in or partial release of retainage to the Contractor shall not relieve the Surety of any of its  
obligations to (here insert name and address of Owner)

, OWNER,

as set forth in the said Surety's bond.

IN WITNESS WHEREOF,  
the Surety has hereunto set its had this

day of

20 .

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

ATTEST:  
(Seal):

**CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS**

TO (Owner): Galveston County

PROJECT NO:

CONTRACT FOR:

PROJECT: Jamaica Beach Street  
(name, address) Improvements Project

CONTRACT DATE:

State of:

County of:

The undersigned, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment.  
Whenever Surety is involved, consent of Surety is required. CONSENT OF SURETY, may be used for this purpose.  
Indicate attachment: yes \_\_\_\_\_ no \_\_\_\_\_

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens.

CONTRACTOR:

Address:

BY:

Subscribed and sworn to before me this

day of \_\_\_\_\_ 20

Notary Public:

My Commission Expires:

**CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIEN**

TO (Owner): Galveston County

PROJECT NO:

CONTRACT FOR:

PROJECT: Jamaica Beach Street  
(name, address) Improvements Project

CONTRACT DATE:

State of:

County of:

The undersigned, hereby certifies that, to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Sub-contractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR:

Address:

BY:

Subscribed and sworn to before me this

day of 20

Notary Public:

My Commission Expires:

## GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

All Specifications and Special Provisions applicable to this Project are identified as follows:

### STANDARD SPECIFICATIONS:

“Standard Specification for Construction and Maintenance of Roads and Bridges” as adopted by the Harris County, effective date September 01, 2017.

“Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges” as adopted by the Texas Department of Transportation, 2014.

GENERAL: The below listed specification items are those under which payment is to be made. These, together with such other pertinent items, if any as may be referred to in the below listed specification items, and including the special provisions listed below, constitute the complete specification for this project. No separate payment will be made for any item that is not specifically set further in the bid sheets and all costs therefore shall be included in the prices named in the bid sheets for the various appurtenant items of work.

### SPECIAL SPECIFICATIONS:

Harris County Specification:

Item 102 – Clearing and Grubbing, dated 05-01-2016  
(Replacing the words of “Harris County” with “Galveston County”)

Harris County Specification:

Item 104 – Removing Old Concrete, dated 06-01-2015  
(Replacing the words of “Harris County” with “Galveston County”)

Harris County Specification:

Item 110 – Roadway Excavation, dated 05-01-2016  
(Replacing the words of “Harris County” with “Galveston County”)

Harris County Specification:

Item 130 – Borrow, dated 05-01-2016  
(Replacing the words of “Harris County” with “Galveston County”)

Harris County Specification:

Item 132 – Embankment, dated 05-01-2016  
(Replacing the words of “Harris County” with “Galveston County”)

Harris County Specification:

Item 162 – Sodding for Erosion Control and Stabilization, dated 05-01-2016  
(Replacing the words of “Harris County” with “Galveston County”)

Harris County Specification:

Item 231 – Cement Stabilized Crushed Aggregate Base Course ,dated 05-01-2016  
(Replacing the words of “Harris County” with “Galveston County”)

Harris County Specification:

Item 309 – Milling Existing Pavement, dated 05-01-2016  
(Replacing the words of “Harris County” with “Galveston County”)

Harris County Specification:

Item 310 – Prime Coat/Sealer, dated 05-01-2016  
(Replacing the words of “Harris County” with “Galveston County”)

Harris County Specification:

Item 340 – Hot Mix-Hot Laid Asphaltic Concrete, dated 05-01-2016  
(Replacing the words of “Harris County” with “Galveston County”)

Harris County Specification:

Item 433 – Cement Stabilized Sand Bedding and Backfill Material, dated 03-01-2012  
(Replacing the words of “Harris County” with “Galveston County”)

Harris County Specification:

Item 472 – Inlets, dated 05-01-2014  
(Replacing the words of “Harris County” with “Galveston County”)

Harris County Specification:

Item 500 – Remove and Relocate or Dispose of Traffic Signs, Mail Boxes  
And Roadway Signs, dated 05-01-2014  
(Replacing the words of “Harris County” with “Galveston County”)

Harris County Specification:

Item 530 –Concrete Curb, Concrete Curb and Gutter, Sidewalks and Driveways,  
dated 09-01-2017  
(Replacing the words of “Harris County” with “Galveston County”)

Harris County Specification:

Item 540 – Removing and Disposing of Existing Asphaltic Surface and Base  
Material, dated 05-01-2014  
(Replacing the words of “Harris County” with “Galveston County”)

Harris County Specification:

Item 559 – Construction Safety Fence, dated 05-01-2014  
(Replacing the words of “Harris County” with “Galveston County”)

Harris County Specification:

Item 661 – Traffic Paint (Solvent Based), dated 03-01-2012  
(Replacing the words of “Harris County” with “Galveston County”)

Harris County Specification:  
Item 671 – Traffic Control, dated 05-01-2014  
(Replacing the words of “Harris County” with “Galveston County”)

Harris County Specification:  
Item 672 – Flagmen, dated 02-01-2011  
(Replacing the words of “Harris County” with “Galveston County”)

Harris County Specification:  
Item 713 – Reinforced Filter Fabric Barrier, dated 05-01-2016  
(Replacing the words of “Harris County” with “Galveston County”)

Harris County Specification:  
Item 719 – Inlet Protection Barriers, dated 05-01-2016  
(Replacing the words of “Harris County” with “Galveston County”)

Harris County Specification:  
Item 730 – Concrete Truck Washout Structures, dated 05-01-2016  
(Replacing the words of “Harris County” with “Galveston County”)

Special Provision to Harris County Item 1

TxDOT Specifications:  
Item 500 - Mobilization

Special Provision to TxDOT Item 1-9

Special Provision to City of Houston Item 1270

Specification for Channel Lock II Class 450 Open Cell

Specification for Geotex 801 by Propex

TPDES General Permit TXR 150000

ITEM 102

CLEARING AND GRUBBING

102.1 Description. This Item shall govern for conducting clearing and grubbing operations within the project limits from right-of-way line to right-of-way line. For the purpose of this Item, the project limits shall include roadways, roadside ditches, channels, outfall ditches, detention ponds, and other drainage facilities, temporary and permanent easements and other areas as shown on the drawings. Clearing shall consist of removing all trees, brush, overhangs, logs, tires, appliances, trash, rubbish and other debris, including any deleterious materials, that exist within the limits of the project. Grubbing shall comply with the requirements of the third paragraph of Section 102.2 below.

It shall be the responsibility of the Contractor to visit the project site and ascertain the clearing and grubbing requirements as included in the bid documents prior to submitting a bid on the project. Any necessary trimming of overhangs that encroach into the right-of-way and interfere with the facilitation of construction or the operation or maintenance of the executed project shall be required and will not be paid for separately.

102.2 Construction Methods. The project limits shall be cleared of all trees, brush, stumps, overhangs, logs, rubbish, shrubs, and other trash. Items and certain areas designated by the Engineer for preservation shall be carefully protected from abuse, marring or damage during construction operations and preserved in accordance with the bid documents.

Parking and/or servicing of equipment, or stockpiling of construction materials within 3 feet of the drip line of trees designated for preservation, will not be permitted.

On areas required for roadway, detention pond, channel, or structural excavation, grubbing shall be conducted to remove all stumps, roots, etc., to a depth of approximately 2 feet below the lower elevation of the excavation. On areas required for embankment construction, grubbing shall be conducted to remove all stumps, roots, etc., to a depth of approximately 2 feet below the existing ground surface. All holes remaining after clearing and grubbing shall be backfilled with suitable onsite material and compacted to 95 percent of Standard Proctor Density (ASTM D698 "Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft<sup>3</sup>)") at a moisture content of between optimum and +/- 3 percent of optimum as directed by the Engineer and the entire area bladed to prevent ponding of water and to provide drainage; except in areas to be immediately excavated, the Engineer may direct that the holes not be backfilled. On



areas required for borrow sites and material sources, stumps, roots, etc., shall be removed to the complete extent necessary to prevent such objectionable matter becoming mixed with the material to be used in construction.

- 102.3 Disposal of Materials. All cleared and grubbed materials shall be disposed of offsite. The Contractor shall be responsible for obtaining any necessary disposal permits. The Contractor shall not bury any refuse on Harris County property. The disposal site shall not be an environmentally sensitive area, "Waters of the United States", wetland, or floodway. It is the responsibility of the contractor to contact the proper authorities to determine land use classification and to obtain any necessary permits. If the disposal site is defined in the plans, then the County shall be responsible for ensuring that the appropriate Department of the Army permit has been obtained for the activity, as necessary. No burning shall be allowed unless otherwise noted.

The Contractor shall refer to Item 560 "Maintenance and Cleanup of the Project Site" for schedule and frequency of cleanup of materials for disposal.

- 102.4 Limit of Operation. No clearing or grubbing shall be done outside the Project limits or the right-of-way. Any work done outside the Project limits or the right-of-way limits, for any purpose, shall be done at the Contractor's expense and it shall be the Contractor's responsibility to negotiate and secure the permission of the property owner for such operation. The Contractor shall provide sufficient evidence to Harris County that such permission has been obtained.

- 102.5 Schedule of Clearing. The Contractor shall schedule his clearing operations so that clearing has been completed for a distance of 2,000 feet ahead of any point where excavation is to be started. After starting excavation, the Contractor shall keep a minimum of 1,000 feet of cleared right-of-way ahead of the excavation operation.

- 102.6 Measurement & Payment. Clearing and grubbing will be paid for at the unit price bid per lump sum, acre, or station (100 foot), as designated in the proposal and/or drawings, and shall be full compensation for furnishing all labor, materials, permits, supervision, equipment and supplies required to complete all items of work specified herein.

Removal of concrete structures shall be measured and paid for in accordance with Item 104 "Removing Old Concrete" and Item 495 "Removing Old Structures".

Tree protection and tree trimming shall be measured and paid for in accordance with Item 501 "Tree Protection and Trimming".

There are line code(s), description(s), and unit(s) for this Item.

NOTE: This Item requires other Standard Specifications

Item 104 "Removing Old Concrete"

Item 200 "Stripping"

Item 495 "Removing Old Structures"

Item 501 "Tree Protection and Trimming"

Item 560 "Maintenance and Cleanup of the Project Site"

END OF ITEM 102

ITEM 104

REMOVING OLD CONCRETE

104.1 Description. This Item shall govern for breaking up and satisfactorily disposing of concrete pavement, slope paving, riprap, median strips, driveways, sidewalks, combined curb and gutter, or curb.

104.2 Construction Methods. Existing concrete to be disposed of, consisting of pavement, slope paving, riprap, median strips, driveways, sidewalks, combined curb and gutter or curb, shall be removed and legally disposed of offsite. The use of explosives for breaking up old concrete will not be permitted, unless authorized by the Engineer, and when so authorized, adequate precautions shall be given to prevent damage to adjacent property. Reinforcing steel shall be cut as necessary for satisfactory disposal.

Where only a portion of the existing concrete is to be removed, special care shall be exercised to avoid damage to that portion of the concrete to remain in place. The existing concrete shall be cut to the neat lines shown on the plans or established by the Engineer and any existing concrete, beyond the neat lines so established, which is damaged or destroyed by these operations shall be replaced at the Contractor's entire expense. Saw-cutting, full depth or as shown on the drawings, will be required and shall be incidental to the removal of old concrete.

Where indicated on the plans, old concrete which is removed shall be loaded, hauled and disposed of at permitted locations outside the project limits, or used as needed for riprap onsite. Broken concrete reused as riprap onsite will be incidental to this Item. The Contractor shall provide the disposal locations and the total quantity of all excavated material, and the total quantity of disposed material. The disposal site shall not be an environmentally sensitive area, "Water of the United States", wetland, or floodway. It is the responsibility of the Contractor to contact the proper authorities to determine land use classification and to obtain any necessary permits. If the disposal site is defined in the plans, then the County shall be responsible for ensuring that the appropriate Department of the Army permit has been obtained for the activity, as necessary.

Work performed under this Item shall be initiated at such time and prosecuted in such a manner as to cause a minimum of inconvenience to traffic or adjacent property owners.

104.3 Measurement. Existing concrete pavements with or without curbs, slope paving, driveways, sidewalks, median strips, and riprap, removed as

prescribed above, will be measured by the square yard in its original position, regardless of its thickness or the depth of covering.

Existing combined concrete curb and gutter and concrete curb, not on concrete pavement, removed as prescribed above will be measured by the linear foot in its original position, regardless of the dimensions of same. Monolithic concrete curb or doweled-on concrete curb will be considered as part of the concrete pavement to be removed and will not be measured separately.

104.4 Payment. The work performed as prescribed by this Item, measured as provided under "Measurement" will be paid for at the unit price bid for "Removing Old Concrete" (of the type specified), which price shall be full compensation for:

- A. Full depth saw-cutting or
- B. Partial depth saw-cutting and breaking up the concrete,

cutting reinforcing steel when required, loading, hauling and disposing of the material offsite and for all labor, tools, equipment, manipulations and incidentals necessary to complete the work.

There are line code(s), description(s), and unit(s) for this Item.

NOTE: This Item requires other Standard Specifications

Item 205 "Subgrade"

END OF ITEM 104

ITEM 110

ROADWAY EXCAVATION

110.1 Description. This Item shall govern the required excavation within the roadway limits, including roadside ditches, and either of the following:

A. proper re-use of the suitable material for embankment within project limits, or

B. removal and disposal of excess or unsuitable excavated materials.

This Item includes stripping, constructing, shaping, and grading of all earthwork along the entire length of the roadway including approaches to the same. Both structural and channel excavation are excluded from this Item.

The roadway excavation shall conform to the required lines, grades and typical cross-sections as shown on the construction drawings, and conform to the requirements of this Item.

All suitable excavation material available at the time of need shall be used for embankment before using borrow material. Stripped material is unsuitable for re-use as embankment within the project. Compaction of embankments shall be as outlined in the Item 132 "Embankment".

The roadway limits are defined as being from right-of-way line to right-of-way line, and from beginning station to ending station.

110.2 Construction Methods. All roadway excavation and corresponding embankment construction shall be performed as specified herein and in accordance with the Item 132 "Embankment" and the completed roadway shall conform to the established alignment, grades and cross-sections.

All suitable excavated materials shall be utilized, insofar as practicable, for constructing the required roadway sections or embankments, flattening slopes, etc., or as directed by the Engineer. Materials suitable for onsite use shall be defined by the Engineer. Unsuitable roadway excavation and roadway excavation in excess of that needed for construction shall be considered as waste and shall become the property of the Contractor to be disposed of legally outside the project limits.

No disposal site(s) shall be located within an environmentally sensitive area, "Water of the United States", wetland, or floodway. It is the responsibility of the Contractor to contact the proper authorities to

determine land use classification and to obtain any necessary permits. If the disposal site(s) is defined in the plans, then the County shall be responsible for ensuring that the appropriate Department of the Army permit has been obtained for the activity, as necessary. Unsuitable material encountered below the top of subgrade elevation, shall be replaced with suitable material from the roadway excavation, or from other suitable material sources (see "Special Roadway Excavation below).

During construction, Item 560 "Maintenance and Cleanup of the Project Site" shall be implemented for the duration of the Contract. The roadbed and ditches shall be maintained in a condition to insure proper drainage at all times. Ditches shall be so constructed and maintained as to avoid damage to the roadway section.

All roadway excavation utilized as embankment shall be placed in accordance with Item 132 "Embankment".

In those cases where the Contractor has over-excavated beyond the lines and grades shown on the drawings, or designated by the Engineer, it shall be the Contractor's responsibility to replace the material and recompact it at his own expense. The material shall be replaced in accordance with the Item 132 "Embankment".

At the location of pipeline crossings, the Contractor shall suspend machine excavation at a location 5 feet before reaching the pipeline right-of-way, until a company representative is present to identify pipeline locations and to further direct excavation operations. The notification to the pipeline company of the Contractor's operations and the request for their representative's attendance shall be the responsibility of the Contractor. The Contractor shall not be reimbursed directly for any work or expenditure as a result of intersecting any pipeline operation. Any contingent costs therefore shall be anticipated in the preparation of the bid and included as distributed items of cost in the price for roadway excavation.

110.3 Special Roadway Excavation. When geotechnical conditions dictate, the Engineer may direct the Contractor to remove material which will not properly support the roadway, and replace it with suitable backfill material. Measurement will be by cubic yard of material as computed by volumetric calculations based on actual measured dimensions of the over-excavated area.

When Special Excavation is required by the Engineer, the cubic yardage calculated will be added to the plan quantity.

Payment shall include hauling, placing, compacting and any other incidentals necessary for completing the work. The backfill used to replace the unsuitable excavation shall be either of the following:

- A. suitable onsite material
- B. imported material, when directed by the Engineer, in accordance with sections 130.2 & 130.3 of Item 130 "Borrow" and shall be paid for as provided under "Borrow" The material shall be placed in accordance with the Item 132 "Embankment".

110.4 Contesting Earthwork Plan Quantities. For all earthwork items (110, 120, 130) that are designated as "plan quantity" pay items, the following procedures shall apply for contesting the plan quantities:

If, after project award, the Contractor believes there is an error in the estimated quantities for earthwork items as shown on the bid sheet, the Contractor shall provide, at no expense to Harris County, sufficient documentation in the form of recoverable cross-sections and supporting computations. If the Contractor is required to re-survey a portion of the project for the purpose of contesting the quantity shown on the plan, the cross-sections must be taken at the same locations and orientation of those presented in the plan set, and using the same control points. The quantities shall be determined using the Harris County Earthwork Quantities Worksheet. The Engineer shall, at the County's expense, designate a representative, either a Consultant's or Harris County's surveyor, to verify the re-survey process meets the above requirements. The Contractor's documentation shall be provided prior to proceeding with any items of earthwork. No adjustments to the plan quantity will be allowed once any excavation, including stripping, has begun.

The Contractor may submit a written notice of protest for earthwork at any time after the award date, but shall submit all required documentation no more than 30 calendar days after the latter of the following:

- A. Project start date, or
- B. Establishment of horizontal and vertical control points

If the documentation provided by the Contractor is deemed by Harris County to be sufficient, and is representative of actual field conditions, then the quantities derived there from shall be the basis of payment.

If the documentation provided by the Contractor is deemed by Harris County to be insufficient, additional supporting information may be required at no expense to Harris County. The Contractor shall submit the

additional documentation no more than 14 calendar days after being notified of the County's request.

#### Incentivized Project.

The time of early completion for receiving the incentive will not be extended on any incentivized project for any reason, including any time associated with a Contractor's protest of earthwork quantities. If the Contractor chooses to protest earthwork quantities on an incentivized project, and is successful in gaining acceptance of the revised earthwork quantities, he may be granted extra days on the project in the same manner discussed below for "Non-Incentivized Project" as well as revision of the plan quantity, but that result shall not affect the early completion incentive time as per the "Supplement to Harris County General Condition (For Roads, Bridges, and Related Work)".

#### Non-Incentivized Project.

If the Contractor's protest of earthwork quantities is accepted, the Contract Time may be adjusted for the contract time lost due to any of the following which falls after project start date:

- A. Contractor's time for submitting the original documentation after the project start date up to a maximum of 30 calendar days.
- B. Additional calendar days may be granted for any part of Harris County's original review period that occurs subsequent to the project start date.
- C. Any additional days which were required for providing additional documentation pursuant to Harris County's request, up to a maximum of 14 calendar days.
- D. Any additional days which were required for Harris County to review additional documentation and render a decision.

If the Contractor's protest of earthwork quantities is rejected, neither the Contract Time nor the plan quantity shall be adjusted.

- 110.5 Measurement and Payment. The quantity of excavation to be paid for shall be the number of cubic yards of material computed by theoretical cross-sections, obtained from the drawings and natural ground lines, including stripping, using the average end area method. This result represents a plan quantity amount that is paid for as such by the Roadway Excavation bid item.



With the exception of "Special Roadway Excavation" (as documented in Section 110.3) all work performed as required by this Item and measured as provided above, shall be paid for at the unit price bid for "Roadway Excavation", which price shall be full compensation for preparing and maintaining roadside ditches, trimming of slopes, hauling and storage of excavated material for other uses, disposal of unsuitable or surplus materials (wastage), preparation and completion of subgrade, shoulders, roadway, any necessary hauling, placing, compacting and the furnishing of all labor, tools, equipment and incidentals necessary to complete the work.

Re-grading of existing roadside ditches outside the limits of roadway excavation shall be measured in its original condition along the centerline and the total length be computed, in linear feet and shall be full compensation for furnishing all labor, supervision, supplies, materials, permits, and equipment required to complete the work, including all items of excavation, disposal, haul, compaction, grading, and ditch dressing as specified, in the project documents.

There are line code(s), description(s), and unit(s) for this Item.

NOTE: This Item requires other Standard Specifications

Item 130 "Borrow"

Item 132 "Embankment"

Item 200 "Stripping"

Item 205 "Subgrade"

Item 560 "Maintenance and Cleanup of the Project Site"

END OF ITEM 110

ITEM 130

BORROW

- 130.1 Description. This Item shall govern proper utilization of fill materials secured from offsite sources obtained by the Contractor and approved by the Engineer. Compaction of borrow shall conform to the density control method as outlined in the Item 132 "Embankment".

Borrow shall be used only when there is an insufficient quantity of suitable onsite material available as outlined by Item 132 "Embankment". Borrow shall be used only as authorized by the Engineer, and shall be supplied from approved sources only.

- 130.2 Materials. Borrow material used for embankment shall consist of soil having a plasticity index not less than 12, nor more than 20 when tested in accordance with ASTM D4318 "Standard Test Methods for Liquid Limit, Plastic Limit and Plasticity Index of Soils" or as directed by the Engineer. The maximum liquid limit allowed is 45, unless otherwise approved by the Engineer. The Contractor is required to inform the Engineer of the location of the pit or pits from which the fill material is to be taken and shall provide samples of the material for approval by the Engineer. In the event the material is not acceptable, as determined by the Engineer, the Contractor shall find other pit locations. All fill material shall be free from organic matter and deleterious material.

The use of a blend of cohesive and granular soils to achieve the required plasticity index will not be permitted.

- 130.3 Construction Methods. All suitable material obtained onsite and/or from borrow sources shall be used in the formation of embankments as required by the Item 132 "Embankment", or shall otherwise be utilized as indicated on the plans or as directed, and the completed work shall conform to the established alignment, grades and cross-section.

The Engineer shall be notified sufficiently in advance of opening any approved borrow source to permit necessary testing, prior to the use of the material as borrow.

The borrow site shall not be located within a "Water of the United States" or environmentally sensitive area. It is the Contractor's responsibility to obtain any and all Federal, State or Local permits associated with operation of the borrow site; if it is not an approved commercial borrow site.

County Borrow Source.

During construction, the borrow source shall be kept drained, insofar as practicable, to permit final cross-sections to be taken when required.

The borrow source shall be left in a suitable condition, so as to provide proper drainage where practicable.

130.4 Measurement and Payment. Borrow is a plan quantity pay item that represents the excess embankment needed over the total excavated material from all onsite sources. These sources include, but may not be limited to:

- A. roadway excavation (Item 110),
- B. detention pond and/or channel excavation (Item 120),
- C. storm sewer excavation,
- D. and/or structural excavation (Item 400).

Roadway excavation and detention pond and/or channel excavation are calculated by cross sections using the average end area method, whereas storm sewer excavation and structural excavation are volumetrically calculated.

After project award, if the Contractor feels there is an error in the estimated quantities for excavation, as shown on the bid sheet, the plan quantity may be protested as delineated in Item 110.4 "Contesting Earthwork Quantities".

All work performed as required herein and measured as provided above, will be paid for at the unit price bid for "Borrow", which price shall be full compensation for furnishing all labor, for all materials, for all royalties and freight involved, for all hauling, delivery and spreading on the road and compacting complete and in place and for all tools, equipment and incidentals necessary to complete the work.

There are line code(s), description(s), and unit(s) for this Item.

NOTE: This Item requires other Standard Specifications

Item 110 "Roadway Excavation"

Item 120 "Excavation for Channels and Other Drainage Facilities"

Item 132 "Embankment"  
Item 205 "Subgrade"  
Item 400 "Structural Excavation and Backfill"

END OF ITEM 130

ITEM 132

EMBANKMENT

132.1 Description. This Item shall govern for the placement and compaction of all suitable materials obtained from excavation of roadway right-of-way (Item 110), channels, and other drainage facilities (Item 120), structural and all underground utility excavation (Item 430), and borrow (Item 130), used in the construction of project fill and/or embankment.

132.2 Construction Methods. Prior to placing any embankment, all clearing & grubbing and stripping operations shall be completed on the excavation sources and areas over which the embankment is to be placed. Stump holes or other small excavations within the limits of the proposed embankments shall be backfilled with suitable material and thoroughly compacted by approved methods before commencing embankment construction. The surface of the ground, including plowed loosened ground or surface roughened by small washes shall be restored to approximately its original slope by blading or other methods and where indicated on the plans or required by the Engineer, the ground surface thus prepared shall be compacted in accordance with the Item 205 "Subgrade".

Unless otherwise indicated on the plans, the surface of the ground of all unpaved areas, which are to receive embankment, shall be loosened by scarifying or plowing to a depth of not less than 4 inches. The loosened material shall be recompacted with the new embankment as hereinafter specified, and shall not exceed 8 inches in total depth.

Where indicated on the plans or as directed by the Engineer, the surface any slopes to receive embankment shall be loosened by scarifying or plowing to a depth of not less than 4 inches, or cut into steps, benched or notched before embankment materials are placed. The embankment shall then be placed in maximum 8 inch loose layers, beginning at the low side in part width layers and increasing the widths as the embankment is raised. The material which has been loosened shall be recompacted simultaneously with the embankment material placed at the same elevation.

Where embankments are to be placed adjacent to or over existing roadbeds, the roadbed slopes shall be plowed or scarified to a depth of not less than 4 inches and the embankment built up in successive layers, as hereinafter specified to the level of the old roadbed before its height is increased. The top of the old roadbed shall be scarified and recompacted with the next layer of the new embankment. The total depth of the

scarified and added material shall not exceed the permissible depth of layer.

Trees, stumps, roots, vegetation or other unsuitable materials shall not be placed in the embankment.

Except as otherwise required by the plans, all embankment shall be constructed in layers approximately parallel to the finished grade of the roadbed. Embankments shall be constructed to the grade established by the Engineer, and completed embankments shall correspond to the general shape of the typical sections shown on the plans and each section of the embankment shall correspond to the detailed section or slopes established by the Engineer. After completion of the roadway, it shall be continuously maintained to its finished section and grade until the project is completed.

Except as otherwise specified, earth embankment shall be constructed in successive layers for the full width of the individual roadway cross-section and in such lengths as are best suited to the sprinkling and compaction methods utilized.

Prior to compaction, the layers shall not exceed 6 inches in depth where pneumatic tire rolling is to be used and shall not exceed 8 inches in depth for rolling with other types of rollers. Layers of embankment may be formed by utilizing equipment which will spread the material as it is dumped, or they may be formed by being spread by blading or other acceptable methods, from piles or windrows dumped from excavating or hauling equipment in such amounts that the material is evenly distributed.

Each layer of embankment shall be uniform as to material and moisture content before compaction. Where layers of unlike materials abut each other, the materials shall be mixed so as to prevent abrupt changes in the soil. No material placed in the embankment by dumping in a pile or windrow shall be incorporated in a layer in that position, but all such piles or windrows shall be moved by blading or similar methods. Clods or lumps of material shall be broken up and the embankment material mixed by blading, harrowing, discing, or similar methods so that the material in each layer is uniform. Water required for sprinkling to bring the material to the moisture content necessary for maximum compaction shall be evenly applied and it shall be the responsibility of the Contractor to secure a uniform moisture content throughout the layer by such methods as may be necessary. In order to facilitate uniform wetting of the embankment material, the Contractor may apply water at the material source if the sequence and methods used produce the required results. Such procedure shall be subject to the approval of the Engineer.

Each layer shall be compacted to a minimum of 95 percent of standard proctor density per ASTM D698 "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>))", using a moisture content between optimum and +/- 3 percent of optimum.

After each layer of embankment or select material is complete, tests as necessary will be made by the Engineer. If the material fails to meet the density specified, the course shall be reworked, as necessary, to obtain the specified compaction.

Should the subgrade, due to any reason or cause, lose the required stability, density or finish before the pavement is placed, it shall be recompacted and refinished at the sole expense of the Contractor. Excessive loss of moisture in the subgrade shall be prevented by sprinkling, sealing or covering with a subsequent layer of asphaltic or other approved material.

132.3 Quality Assurance. The Contractor is responsible for the control of the quality of materials incorporated into the construction and the quality of completed construction. The County will engage materials engineering services to provide quality assurance testing and inspection to assist the Engineer in determining the acceptability of materials and completed construction. Quality assurance services provided by the County do not relieve the Contractor of his responsibility for quality control. The Engineer shall not have control of the means, methods, techniques, sequences, or procedures of construction selected by the Contractor.

The testing laboratory's representative will determine the moisture-density relationships in accordance with ASTM D698 on material secured from each type of material encountered.

The testing laboratory's representative will determine the in-place density in accordance with ASTM D6938 "Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)" or ASTM D1556, "Standard Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method." The minimum level of testing will consist of at least 3 tests for each 1,000 feet per lane of roadway or 4,000 square feet of embankment, per lift.

132.4 Measurement and Payment. Embankment shall not be paid for directly, but shall be incidental to roadway excavation, excavation for channels and other drainage facilities, construction of underground utilities, including all sewers. This includes any transporting and stockpiling of material.

There are no line codes for this Item.

NOTE: This Item requires other Standard Specifications

Item 102 "Clearing and Grubbing"

Item 110 "Roadway Excavation"

Item 120 "Excavation for Channels and Other Drainage Facilities"

Item 130 "Borrow"

Item 200 "Stripping"

Item 205 "Subgrade"

Item 430 "Construction of Underground Utilities"

END OF ITEM 132



ITEM 162

SODDING FOR EROSION CONTROL AND STABILIZATION

162.1 Description. This Item shall govern for providing and planting Bermuda grass, St. Augustine grass, or other acceptable sod along or across such areas as are designated on the drawings and in accordance with the specification requirements herein outlined.

162.2 Materials. The sod shall consist of living, growing Bermuda grass, St. Augustine grass, or other acceptable sod, (ninety-five percent pure), secured from sources where the soil is fertile and has been fumigated. The sod shall have a healthy virile root system of dense, thickly matted roots throughout. The sod shall be cut from the field so that there is a minimum of 1/2 inch of soil on the roots of the sod, and so that no roots show on the bottom of the soil. Sod shall be dense, with the grass having been mowed to 1 inch height before lifting from field. Sod shall be in a vigorous condition, dark green in color, free of disease and harmful insects. The Contractor shall not use sod from areas where the grass is thinned out, nor where the grass roots have been dried out by exposure to the air and sun to such an extent as to damage its ability to grow when transplanted. The sod shall be free from obnoxious weeds or other grasses and shall not contain any matter deleterious to its growth or which might affect its subsistence or hardiness when transplanted. Unless the area has been closely pastured, it shall be closely mowed and raked to remove all weeds and long-standing stems.

Care shall be taken at all times to retain the native soil on the roots of the sod during the process of excavation, hauling and planting. Sod material shall be kept moist from the time it is dug, until planted. When so directed by the Engineer, the sod existing at the source shall be watered to the extent required, prior to excavating. Do not stack sod for more than 36 hours between the time of cutting and the time of installation. The Engineer reserves the right to reject any sod deemed unacceptable for installation.

All planting shall be done between the average date of the last freeze in the spring and six weeks prior to the average date for the first freeze in the fall, according to the U.S. Weather Bureau.

Fertilizer shall conform to the requirements of the Item 166 "Fertilizer" and shall be applied at the rate of 480 pounds per acre.

162.3 Construction Methods. Immediately after the finished grade has been approved, begin sodding operations to reduce excessive weed growth. If

the sod bed is dry, immediately prior to sod installation, dampen the surface with a fine mist of water.

Grass shall be turf sod, cut into 16 inch strip widths for those areas behind a curb. All other areas can receive various cut widths and lengths.

All areas to be sodded shall be raked to true lines, free from all unsightly variations, bumps, ridges or depressions. All sticks, stones, roots or other objectionable material which might interfere with the formation of a finely pulverized sod bed, shall be removed from the soil.

Lay sod so that adjacent strips butt tightly, with no spaces between strips. Lay sod on mounds and slopes, with strips parallel to contours. Stagger joints. Sodded areas shall be flush with adjoining seeded areas. All sod shall, of course, be laid green side up. Tamp and roll the sod thoroughly to make contact with the sod bed, or as directed by the Engineer.

Peg sod on slopes three-to-one or steeper with pegs driven through sod into soil, until pegs are flush with the turf. Space pegs 18 inches on center. Pegs to be 1 inch square, 6 inches long or, 6 inch lengths of lath.

Commercial fertilizer as outlined in the Item 166 "Fertilizer" shall be applied to the entire sodded area at the prescribed rates, immediately following laying the sod. Immediately after fertilizing, water the entire area until a saturated depth of 2 inches has been reached. If rain is imminent, then the application of fertilizer shall be postponed until weather conditions exist such that the potential for the runoff of fertilizer from the site is minimized.

Immediately after installation of the sod, remove sod clumps, soil, and any plant material from roadways and pavements. Edges along curbs and drives, walkways, etc., shall be carefully trimmed and maintained until accepted.

In areas where sod is dead, satisfactory growth may be accomplished with application of seeding or hydromulch seeding in lieu of replacing the dead sod, only as approved by the Engineer. Costs for labor, materials, tools and equipment for the application of seeding or hydromulch seeding over dead sod shall be incidental to this pay item.

162.4

Contractor's Maintenance & Guarantee Period. It shall be the responsibility of the Contractor to maintain all sodded areas until satisfactory growth has occurred as determined by the Engineer and for a period of 60 days after the successful completion of all punch list items. Maintenance shall consist of watering, weeding, repairing of all erosion, and resodding as necessary to establish a uniform growth of the specified

grass. A minimum of 95 percent of the area planted shall be covered with the specified grass with no bare or dead spots greater than 10 square feet.

The Contractor shall be responsible for 1 mowing per month between the months of April to October. The Contractor shall also be responsible for 1 mowing every 6 weeks between the months of November to March.

In addition, the Contractor shall water all sodded areas as often as necessary to establish satisfactory growth and to maintain its growth throughout the duration of the project; including in the 60 day period described above.

Contractor shall make as many repeat plantings as necessary to achieve a minimum of 95 percent of the area planted covered with the specified grass with no bare or dead spots greater than 10 square feet. Such replanting is to be performed within 14 calendar days of notification by the Engineer.

- 162.5 Submittal Required. The Contractor shall submit a statement from the supplier attesting that the sod meets the requirements stated herein.
- 162.6 Measurement. Work and acceptable material for Sodding for Erosion Control and Stabilization shall be measured by linear feet (with standard width of 16 inches behind curb), or by the square yard (for various widths), complete in place.
- 162.7 Payment. Work performed and material furnished under "Measurement" shall be paid for at the unit price bid for "Sodding for Erosion Control and Stabilization", which price shall be full compensation for furnishing materials, preparation of ground for planting, planting of sod, pegging of sod, raking, fertilizing, watering, sprinkling, maintenance, mowing, and for labor, tools, equipment and incidentals necessary to complete the work. Additional payment shall not be made for those areas that are replanted.

There are line code(s), description(s), and unit(s) for this Item.

NOTE: This Item requires other Standard Specifications.

Item 166 "Fertilizer"

Item 725 "General Source Controls (SWPPP)"

END OF ITEM 162

ITEM 231

CEMENT STABILIZED CRUSHED AGGREGATE BASE COURSE

231.1 Description. This Item shall govern for surface courses or for other base courses composed of a mixture of crushed aggregate, portland cement and water and shall be constructed as herein specified and in conformity with the typical cross-sections shown on the plans and to the lines and grades established by the Engineer.

231.2 Materials. Cement shall be Type I of a standard brand of portland cement and shall conform to the requirements of ASTM C150 "Standard Specification for Portland Cement." Bulk cement or sack cement may be used.

Water shall meet the requirements of ASTM C1602 "Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete."

The aggregate shall consist of durable particles of crushed aggregate, mixed with approved binding material. The crushed material shall have a minimum compressive strength of 45 psi at 0 psi lateral pressure and 175 psi at 15 psi lateral pressure using triaxial testing procedures.

The crushed aggregate shall meet the following gradation when tested in accordance with ASTM C136 "Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates."

RETAINED ON SIEVE CONFORMING TO ASTM E11	% RETAINED, BY WEIGHT
1-3/4 Inch	0
7/8 Inch	10 – 35
3/8 Inch	30 – 50
No. 4	45 – 65
No. 40	70 – 85

The material passing the No. 40 sieve shall meet the following requirements, when tested in accordance with ASTM D4318 "Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils."

The liquid limit shall not exceed 35.  
The plasticity index shall not exceed 10.

All material retained on the No. 40 sieve shall have a Los Angeles Abrasion percent of wear not exceeding 40 when tested in accordance with ASTM C131 "Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine."

With the approval of the Engineer, additives may be used to meet the above requirements.

Where materials are specified to be measured or proportioned by weight, equipment shall conform to the requirements of the Item 520 "Weighing and Measuring Equipment". Equipment necessary for proper prosecution of the work shall be on the project and approved by the Engineer prior to the beginning of construction operations. All equipment used shall be maintained in a satisfactory working condition. The Contractor shall employ adequate methods in performing the work and shall conduct his operations in a satisfactory and workmanlike manner.

The mix shall be designed with the intention of producing a minimum average compressive strength of 650 psi at seven days, using unconfined compression testing procedures. Cement stabilized specimens shall be prepared, cured and tested as outlined in TxDOT's Test Procedure Tex-120-E. The cement content shall be a minimum of 1-1/2 sacks per ton of mix, as laid.

231.3 Construction Methods. The crushed aggregate and cement shall be dry-mixed in a pug mill of either the batch or continuous flow type. The plant shall be equipped with feeding and metering devices which will add the crushed aggregate, cement and water into the mixer in the specified quantities. The crushed aggregate and cement shall be mixed sufficiently to prevent cement balls from forming when water is added. Mixing shall continue until a uniform and intimate mixture of crushed aggregate cement and water is obtained.

The cement stabilized base shall be placed in uniform layers on the prepared subgrade to produce the depth specified on the plans. The depth of layers shall be as approved by the Engineer. To insure homogeneous distribution of the base material in each layer, the material shall be placed using an approved spreader. The spreading operations shall be done in such a manner as to eliminate nests or pockets of material on non-uniform gradation resulting from segregation in the hauling or dumping operations and in such a manner as to eliminate planes of weakness. Construction joints between new cement stabilized base and cement stabilized base that has been in place four hours or longer shall be approximately vertical. The plane of the joint may be formed by a header which shall be removed immediately prior to placing

the subsequent base or the base placed first may be cut to an approximately vertical edge immediately prior to placing the new base.

Only one longitudinal joint will be permitted where cement stabilized base is placed underneath main lanes and shoulders unless otherwise permitted by the Engineer. This joint shall normally be placed at the centerline of the roadway. Longitudinal joints will not be permitted underneath frontage roads and ramps unless otherwise permitted by the Engineer.

Cement stabilized base shall not be placed when the air temperature is below 40° F. and is falling, but may be placed when the air temperature is above 35° F., and is rising, the temperature being taken in the shade and away from artificial heat and with the further provision that cement stabilized base shall be mixed or placed only when weather conditions, in the opinion of the Engineer, are suitable for such work.

Not more than 60 minutes shall lapse between the start of moist mixing and the start of compaction of the mixture. The layer of portland cement mixture shall be uniform in thickness and surface contour and in such quantity that the completed base will conform to the required grade, cross-section and governing specifications. Dumping of the mixture in piles or windrows upon the subgrade will not be permitted.

The material shall be compacted to not less than 95 percent of modified proctor density (ASTM D1557 "Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft<sup>3</sup> (2,700 kN-m/m<sup>3</sup>))" ) at optimum moisture content. At the start of compaction the percentage of moisture in the mixture, based on oven-dry weights, shall be between optimum and 2 percent above optimum. When the uncompacted mixture is wetted by rain, so that the average moisture content exceeds the tolerance given at the time of final compaction, the entire section shall be reconstructed in accordance with this Item at the sole expense of the Contractor.

Prior to the beginning of compaction, the mixture shall be in loose condition for its full depth. The loose mixture shall then be uniformly compacted to the specified density within 2 hours.

After the mixture is compacted, water shall be uniformly applied as needed and thoroughly mixed in with a spike tooth harrow or equal. The surface shall then be reshaped to the required lines, grades and cross-sections and then lightly scarified to loosen any imprint left by compacting or shaping equipment.

The resulting surface shall be thoroughly rolled with a pneumatic tire roller and "skinned" by a power grader to achieve final grade.

The surface shall then be compacted with the pneumatic tire roller, adding small increments of moisture as needed during rolling. One complete coverage of the section with the flat wheel roller shall be made immediately after the clipping operation. When directed by the Engineer, surface finishing methods may be varied from this procedure, provided a dense uniform surface, free of surface compaction planes is produced. The moisture content of the surface material must be maintained at its specified optimum during all finishing operations. Surface compaction and finishing shall proceed in such a manner as to produce, in not more than two hours, a smooth closely knit surface, free of cracks, ridges or loose material conforming to the crown, grade and line shown on the plans.

After the portland cement treatment for the base has been finished as specified herein, the surface shall be protected against rapid drying by either of the following curing methods for a minimum period of 3 days, or as directed by the Engineer. :

- A. Maintain a thorough and continuously moist condition by sprinkling.
- B. Apply an asphalt membrane on the course, immediately after the surface is completed. The quantity and type of asphalt approved for use by the Engineer shall be sufficient to completely cover and seal the total surface and fill all the voids. The Contractor shall be responsible for protecting the asphalt membrane from being picked up by the traffic. The asphalt membrane may remain in-place when the proposed surface or base courses are placed. The surface or other base courses may be applied on the finished base as soon after completion as operations will permit.

The asphalt shall meet the requirements of Item 300 "Asphalts, Oils and Emulsions" of the Texas Department of Transportation's "Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges".

The cement stabilized base shall be kept free from traffic for a period of 72 hours after completion of compaction.

The Contractor will be required to maintain the cement stabilized base in good condition until the overlaying course has been constructed. Maintenance shall include immediate repair of any defects that may occur. This work shall be done by the Contractor at his own expense and shall be repeated as often as may be

necessary to keep the area continuously intact. Faulty work shall be replaced for the full depth of treatment. It is the intent of this Item that the Contractor shall construct the plan depth of cement treatment in one homogeneous mass. The addition of thin stabilized layers will not be permitted in order to provide the minimum specified depth.

- 231.4 Quality Assurance. The Testing Laboratory's representative will determine the Moisture-Density Relationship in accordance with ASTM D1557 on material secured from the source of supply, or the Contractor.

The Testing Laboratory's representative will mold three samples, each day, or for each 1,000 tons of production for unconfined compressive strength in accordance with Test Procedure Tex-120-E. The compressive strength for that lot of production is the average of the three samples. If the average compressive strength is less than the specified compressive strength, the cement content will be increased to the extent necessary to yield the desired strength.

The Testing Laboratory representative will determine the in-place density with ASTM D6938 "Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)" or ASTM D1556 "Standard Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method." The minimum level of testing will consist of at least three tests for each 1,000 feet per lane of roadway.

- 231.5 Acceptance Requirements. The acceptance requirements for this Item shall be the same as outlined in Item 230.5, of "Crushed Aggregate Base Course".

- 231.6 Measurement. "Cement Stabilized Crushed Aggregate Base", will be measured by the square yard of material, furnished and compacted in place and to the thickness specified, or as shown on the plans.

- 231.7 Payment. The work performed and the material furnished as prescribed by this Item and measured in accordance with the method outlined above, will be paid for at the unit price bid for "Cement Stabilized Crushed Aggregate Base" of the depth specified, or as shown on the plans.

The unit price bid will be full compensation for securing and furnishing all materials; including all royalty and freight involved; for all processing, crushing and loading; for all hauling, delivery, placing, spreading, blading, mixing, stripping, dragging, finishing, curing, asphalt membrane, and maintaining; for all fine grading; for wetting and compaction and all manipulation, labor, tools and incidentals necessary to complete the work.



If necessary, adjustments will be made in the payment for this Item, as outlined in Section 230.5 of these Standard Specifications.

There are line code(s), description(s), and unit(s) for this Item.

NOTE: This Item requires other Standard Specifications

Item 230 "Crushed Aggregate Base Course"

Item 520 "Weighing and Measuring Equipment"

END OF ITEM 231

ITEM 309

MILLING EXISTING PAVEMENT

- 309.1 Description. This Item shall govern for milling existing asphalt surfacing and base course material to the lines and grades as shown on the drawings or established, by the Engineer.
- 309.2 Construction Methods. The existing asphalt surfacing and base course material at points shown on the drawings or designated by the Engineer shall be milled off to the depth and width shown by the lines and grades on the drawings or established by the Engineer. The existing material to be removed shall be milled by means of rotary cutting blades, until it is broken into particles small enough to be easily removed. Prior to and after the milling process, all dirt and foreign material shall be removed from the pavement surface by power brooming or other approved methods.
- 309.3 Measurement. This Item will be measured by the square yard of old pavement in its original position for the nominal depth indicated.
- 309.4 Payment. The work performed as prescribed for this Item, measured as provided under "Measurement" will be paid for at the unit price for "Milling Existing Pavement", which price shall be full compensation for furnishing all labor, tools, equipment, supplies and incidentals necessary to satisfactorily complete the work; including salvaging, transporting, and delivering the material, as required.

There are line code(s), description(s), and unit(s) for this Item.

END OF ITEM 309

ITEM 310

PRIME COAT/SEALER

310.1 Description. This Item shall govern the application of asphaltic material on the completed subgrade, base course or other designated area in accordance with these Standard Specifications.

310.2 Materials. Use material of the type and grade shown on the plans in accordance with Item 300 "Asphalts, Oils, and Emulsions" of the Texas Department of Transportation's "Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges", Latest Edition. The asphaltic material shall be tested in accordance with ASTM D2027 "Standard Specification for Cutback Asphalt (Medium-Curing Type)."

If the asphaltic material selected for prime coat is MC-30, it shall be applied at the rate of 0.25 - 0.35 gallons per square yard.

310.3 Construction Methods. Apply the prime coat when the air temperature is at least 60°F or above 50°F and rising. Measure the air temperature in the shade away from artificial heat. The Engineer will determine when weather conditions are suitable for application.

When, in the opinion of the Engineer, the subgrade or base is satisfactory to receive the prime coat, the surface shall be cleaned by sweeping or other approved methods. The surface shall be lightly sprinkled just prior to application of the asphaltic material, if the Engineer deems it necessary. The asphaltic material shall be applied on the clean surface by an approved type of self-propelled distributor that distributes the material in the quantity specified, evenly and smoothly under pressure necessary for proper distribution. The Contractor shall provide all necessary facilities for:

- A. determining the temperature of the asphaltic material in all of the heating equipment and in the distributor,
- B. determining the application rate and for securing uniformity at the junction of two distributor loads.

The distributor shall have been recently calibrated and the Engineer shall be furnished an accurate and satisfactory record of such calibration. If, after beginning the work, the yield on the asphaltic material appears to be in error, the distributor shall be recalibrated in a manner satisfactory to the Engineer before proceeding with the work.

All storage tanks, piping, retorts, booster tanks and distributors used in storing or handling asphalt shall be kept clean and in good operating conditions at all times and shall be operated in such manner that there will be no contamination of the asphaltic material with foreign material. It shall be the responsibility for the Contractor to provide and maintain in good working order, a recording thermometer at the storage heating unit at all times. Prime coat shall be applied within the recommended temperature range as designated in Table 19 of TxDOT's Item 300, and at a rate designated in the bid item description.

310.4 Measurement. The asphaltic material for prime coat will be measured at the point of delivery on the road, in gallons, at the applied temperature. The method of measurement shall be strapping before and after application. "Strapping" a distributor is a method of measuring the amount of asphalt that is in a distributor with a strapping stick that is supplied by the manufacturer and calibrated to a specific unit.

310.5 Payment. The work performed and materials furnished as prescribed by this Item and measured as provided under "Measurement" will be paid for at the unit price bid for prime coat, which price shall be full compensation for cleaning the surface to be coated, and for furnishing, heating, hauling and distributing the asphalt as specified; for all freight involved; and for all manipulation, labor, tools, equipment and incidentals necessary to complete the work.

There are line code(s), description(s), and unit(s) for this Item.

END OF ITEM 310

ITEM 340

HOT MIX-HOT LAID ASPHALTIC CONCRETE

340.1 Description. This Item shall govern for a leveling up course, a surface course, or any combination of these courses, each to be composed of a compacted mixture of mineral aggregate and asphaltic material. The pavement shall be constructed on the previously approved subgrade, base, existing wearing surface or in the case of a bridge, on the prepared slab or as otherwise specified herein and in accordance with the details shown on the drawings.

It is the intent of these Standard Specifications that the asphaltic mixtures produced and placed shall meet the requirements of these specifications for one hundred percent payment. The Contractor shall have the responsibility for the design, production, transportation and laydown of asphaltic concrete mixtures. All phases of this work shall meet the requirements of this Item and be subject to inspection and acceptance by the Engineer.

The Contractor shall exercise quality control over materials and their assembly, design, processing, production, hauling, laydown and all associated equipment. Quality control is defined as the consistent monitoring of equipment, materials and processes to ensure that asphaltic concrete mixtures produced and laid are uniform, are within control limits and meet all acceptance requirements of this Item and other specification requirements. If these Standard Specifications are not being met, and satisfactory control adjustments are not being made, operations shall be discontinued until proper adjustments and uniform operations are established. Control shall be accomplished by a program independent of, but correlated with the Engineer's quality assurance testing program and shall verify that all requirements of the job mix are being achieved and that necessary adjustments provide specification results.

At all times, when the plant is in operation, the Contractor shall require his supplier to have a level II specialist certified by TxDOT, in their approved hot mix asphalt certification program or his designated representative, available to the plant operator who is capable of designing asphaltic concrete mixes, performing tests and analysis to put the plant into operation and producing a mixture meeting the specifications. The daily operations at the plant shall not begin without the certified technician present.

The tests made by the Engineer in his quality assurance testing program shall not relieve the Contractor of his responsibility of quality control and he should conduct such tests as are necessary to design, control and place mixtures within the limits of this Item.

340.2 Materials. Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications. Notify the Engineer before changing any material source or formulation. When the Contractor makes a source or formulation change, a Mix-Design using the new material satisfying the requirements of this Item must be submitted for review and approval prior to production. The Engineer may sample and test project materials at any time during the project to verify compliance.

A. Mineral Aggregate: The mineral aggregate shall be composed of a coarse aggregate and a fine aggregate and, if required, mineral filler and may include reclaimed asphalt pavement (RAP) that meets the requirements of this Item. The use of RAP may be required on the plans. RAP use will be allowed in all mixtures except as specifically excluded herein or on the plans. Samples of coarse aggregate, fine aggregate, and mineral filler, shall be submitted in minimum 10 pound bags, when requested by the Engineer. Unless otherwise required, one or more mineral aggregates containing both coarse and fine aggregate may be used to produce the specified mixture. The documented aggregate quality test results stated herein after shall be submitted with the Mix-Design.

1. Coarse Aggregate: Coarse aggregate stockpiles must have no more than 20% material passing the No. 8 sieve and shall consist of clean, tough, durable fragments of aggregate and/or mechanically crushed aggregate, reclaimed asphalt pavement (RAP) or, a combination thereof, as hereinafter specified, of uniform quality throughout and shall be free from dirt, organic or other injurious matter occurring either freely in the material or as a coating on the aggregate. Coarse aggregate from each source of supply shall meet the physical requirements outlined herein. The coarse aggregate shall meet the grading requirements herein. The aggregate contained in RAP shall not be required to meet these requirements except as shown on the plans. The polish value of RAP aggregate shall not be used in any determination of polish value specification compliance.

PHYSICAL REQUIREMENTS FOR COARSE  
AGGREGATE<sup>1</sup>

TEST	REQUIREMENT
Abrasion Loss	Not more than 40%
Deleterious Material	Less than 1.5%
Decantation	Less than 1.5%

1. Aggregate contained in RAP will not be required to meet these requirements except as shown on the plans.

When tested by Test Procedure Tex-200-F it shall meet the following requirements:

GRADATION REQUIREMENTS FOR COARSE  
AGGREGATE

SIEVE SIZE	% PASSING, BY WEIGHT
1/2 Inch	100
No. 8	Not more than 20

2. Reclaimed Asphalt Pavement (RAP). RAP is defined as a salvaged, milled, pulverized, broken or crushed asphaltic pavement. The RAP to be used in the mix shall be crushed or broken to the extent that 100 percent will pass the 2 inch sieve.

The stockpiled RAP shall not be contaminated by dirt or other objectionable materials. Unless otherwise shown on the plans, stockpiled, crushed RAP must have either a decantation of no more than 5 percent or a plasticity index of no more than 8, when tested in accordance with Test Procedure Tex-406-A, Part I, or Test Procedure Tex-106-E, respectively. This requirement applies to stockpiled RAP from which the asphalt has not been removed by extraction.

RAP sources that are designated on the plans will be available for use by the Contractor. Only RAP from designated sources will be allowed in mixes using more than 10 percent RAP, unless otherwise shown on the plans. When RAP sources are designated, either in stockpile or existing pavements, the approximate gradation, asphalt content, and asphalt cement properties of this material shall be shown on the plans.

Only RAP from Harris County or other designated sources may be used in surface courses.

RAP designated for use in surface courses shall not exceed 15 per cent by weight.

3. Fine Aggregate: Fine aggregates consist of manufactured sands, screenings, and field sands. Fine aggregate stockpiles must meet the gradation requirements herein after specified. Supply fine aggregates that are free from organic impurities. The fine aggregate should be tested in accordance with Tex-408-A to verify the material is free from organic impurities. At most 15% of the total aggregate may be field sand or other uncrushed fine aggregate. With the exception of field sand, use fine aggregate from coarse aggregate sources that meet the requirements herein after specified or otherwise approved.

Fine aggregate from each source shall satisfy the requirements outlined herein. The fine aggregate shall meet the grading herein.

PHYSICAL REQUIREMENTS OF FINE AGGREGATE

TEST	REQUIREMENT
Plasticity Index	Not more than 6%
Sand Equivalent Value	Not less than 45%

When tested by Test Procedure Tex-200-F it shall meet the following requirements:

GRADATION REQUIREMENTS FOR FINE AGGREGATE

SIEVE SIZE	% PASSING, BY WEIGHT
3/8 Inch	100
<u>No. 8</u>	<u>70 – 100</u>
No. 200	<u>0 – 30</u>

4. Mineral Filler: Mineral filler, when required, shall consist of thoroughly dried stone dust, slate dust, portland cement, lime, fly ash or other mineral dust approved by the Engineer. The mineral filler shall be free from foreign matter. Fines collected by bag house or other air cleaning



or dust collecting equipment may be permitted as mineral filler in amounts up to two percent of the asphaltic mixture, provided that the portion passing the No. 200 master gradation limit is not exceeded. When these fines are permitted in the asphaltic mixture, they shall be introduced in the same manner prescribed for other mineral fillers.

When mineral filler is permitted by the Engineer, it shall be controlled by a measuring device acceptable to the Engineer.

A hopper or other acceptable storage system shall be required to maintain a constant supply of mineral filler to the measuring device. Mineral filler shall meet the following gradations when tested in accordance with TxDOT's Test Procedure Tex-200-F.

#### GRADATION REQUIREMENTS FOR MINERAL FILL

SIEVE SIZE	% PASSING, BY WEIGHT OR VOLUME
No. <u>8</u>	100
No. 200	<u>55 – 100</u>

#### B. Bituminous Material:

1. Asphalt Binder: Unless otherwise shown on the plans, the asphalt binder shall be PG 64-22, Performance Grade. The performance graded (PG) asphalt binder specified herein or on the plans shall conform to the requirements of TxDOT's Item 300 "Asphalts, Oils and Emulsions", as published by the Texas Department of Transportation's "Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges", Latest Edition (hereinafter referred to simply as "TxDOT's Specifications") Section 300.2.J, "Performance Graded Binder".

The material shall be homogeneous, shall be free from water, shall not foam when heated to 350°F., and shall meet the following requirements:

2. Additives: Additives to facilitate mixing and/or improve the quality of the asphaltic mixture shall be used when noted on the plans or specifications or may be used upon written permission by the Engineer. If lime or a liquid antistripping

agent is used, add in accordance with the Latest Edition of TxDOT's Specification Item 301 "Asphalt Antistripping Agents".

340.3 Mixtures.

- A. General: The paving mixture shall consist of a uniform mixture of coarse aggregate, fine aggregate, mineral filler, if required, and asphalt binder. The supplier of the asphaltic material shall submit a proposed mixture design report, which conforms to all the requirements of this Item, for verification by the Engineer. Include the following items in the mixture design report:
1. The combined aggregate gradation, source, specific gravity, and percent of each material used.
  2. Plotted Job-mix gradation, on a gradation chart with sieve sizes raised to 0.45 power. This plot must show that the gradation of the proposed job-mix formula is within the limits of master gradation.
  3. Results of all applicable tests.
  4. Signature of the Level II Specialist who performed the design.
  5. Date the mixture design was performed, with a unique identification number for the mixture design.

Approval of the proposed design, by the County, will require that the supplier maintain the source and quality of aggregates proposed throughout production and changes which require modification of the proposed mix design will be subject to the approval of the Engineer. The supplier of the asphaltic concrete shall follow the established job mix formula both as to asphalt content and gradation.

Extraction and Ignition Test: The percentage of asphalt binder in any mixture shall not vary from the proportion established by the job mixture design.

When required by the Engineer, samples of the hot mixture may be taken at the plant, or from the trucks, or from the finished pavement. The location of the sampling of the mixture shall be in accordance with ASTM D979 "Standard Practice for Sampling Bituminous Paving Mixtures." When tested in accordance with

ASTM D2172 "Standard Test Methods for Quantitative Extraction of Asphalt Binder from Asphalt Mixtures" or TxDOT's Test Procedure Tex-236-F and Tex-200-F, the average of the results of the aggregate gradations and asphalt content shall not vary from the values established in the job mix formula, by allowable tolerance established herein.

Provide the Engineer with split samples of the mixtures and blank samples used to determine the Ignition Oven correction factors. TxDOT's Test Procedure Tex-236-F should be used to determine the aggregate and asphalt correction factors

The mix shall be designed in accordance with the Latest Edition of Texas Department of Transportation Test Procedure Tex-204-F "Design of Bituminous Mixtures" to conform with the requirement herein, with the exception that the laboratory density will be determined as a percentage of the mixture Theoretical Maximum Density. The Theoretical Maximum Specific Gravity shall be determined in accordance with Texas Department of Transportation Test Procedure Tex-227-F "Theoretical Maximum Specific Gravity of Bituminous Mixtures" on trial samples at each asphalt content. The optimum asphalt binder content will correspond to 96.5 percent laboratory density provided the mixture satisfies the minimum Hveem Stability of 40 percent.

The average asphalt content shall not vary by more than plus or minus 0.3 percent by weight (based on total mixture), from the optimum asphalt binder content determined by the approved job mix formula. However, in no case shall the asphalt binder be less than 4.7 percent of the mixture by weight.

- B. Stockpile Gradations: Once a job mix design has been established in accordance with the Latest Edition of Texas Department of Transportation's Test Procedure Tex-204-F "Design of Bituminous Mixtures", the coarse aggregate delivered to the stockpiles shall not vary on any grading size fraction by more than plus or minus 8 percentage points from the percentage found in the samples submitted by the Contractor and upon which the job mix design was based. The intent of this requirement is to insure consistency and uniformity of the asphaltic mixture produced in the drum mix plant. Should the gradation of coarse aggregates in the stockpiles vary by more than the allowed tolerance, the Engineer may stop the production and may require that new aggregate be furnished to the stockpiles that meet the gradations of the aggregates submitted for the design mix formula.

- C. The grading of each constituent shall be such as to produce, when properly proportioned, a mixture conforming to the master limitations listed herein. The exact proportions of each constituent shall produce the total aggregate blend within these limits.

FINE GRADED (TYPE D) SURFACE COURSE PAVING  
MIXTURE MASTER GRADING LIMITS

SIEVE SIZE	% PASSING, BY WEIGHT OR VOLUME
3/4 Inch	100
1/2 Inch	98 – 100
3/8 Inch	85 – 100
No. 4	50 – 70
No. 8	35 – 46
No. 30	15 – 29
No. 50	7 – 20
No. 200	2 – 7

- D. Tolerances: The aggregate portion of the paving mixture produced shall not vary from the design gradation by more than the tolerances allowed herein. The material is further restricted to conform to the limitations of the master grading for the type specified. The asphaltic material portion of the paving mixture shall not vary from the design amount by more than the allowed tolerance and is also restricted to conform to the master limits. The test method for determining the aggregate gradation and asphalt content of the mixture is listed in Section 340.4.

TABLE 1

OPERATIONAL TOLERANCES

<u>DESCRIPTION</u>	<u>TEST METHOD</u>	<u>ALLOWABLE DIFFERENCE BETWEEN TRIAL BATCH AND JMF1 TARGET</u>	<u>ALLOWABLE DIFFERENCE FROM CURRENT JMF TARGET</u>
<u>Individual % retained for #8 sieve and larger</u>	<u>Tex-200-F or Tex-236-F</u>	<u>Must be within master grading limits in Table 8</u>	<u>±5.0<sup>1,2</sup></u>

<u>DESCRIPTION</u>	<u>TEST METHOD</u>	<u>ALLOWABLE DIFFERENCE BETWEEN TRIAL BATCH AND JMF1 TARGET</u>	<u>ALLOWABLE DIFFERENCE FROM CURRENT JMF TARGET</u>
<u>Individual % retained for sieves smaller than #8 and larger than #200</u>		<u>±3.0</u> <sup>1,2</sup>	
<u>% passing the #200 sieve</u>		<u>±2.0</u> <sup>1,2</sup>	
<u>Asphalt binder content, %</u>	<u>Tex-236-F</u>	<u>±0.5</u>	<u>±0.3</u> <sup>2</sup>
<p>1. <u>When within these tolerances, mixture production gradations may fall outside the master grading limits; however, the % passing the #200 will be considered out of tolerance when outside the master grading limits.</u></p> <p>2. <u>Only applies to mixture produced for Lot 1 and higher.</u></p>			

If the paving mixture produced varies from the job-mix formula gradation and/or asphaltic material content by more than the tolerances and restrictions, proper changes shall be made until the type mixture meets the requirements, as directed by the Engineer.

Laboratory density and stability of the mixture when designed and tested during production, in accordance with these Standard Specifications and the test methods outlined in Section 340.4 shall meet the following physical properties.

<u>LABORATORY DENSITY, PERCENT</u>			<u>HVEEM STABILITY, PERCENT</u>	
<u>Minimum</u>	<u>Maximum</u>	<u>Optimum</u>	<u>Minimum</u>	<u>Maximum</u>
94	98	96.5	40	57

Stability and density tests are intended for control tests. If the laboratory stability and/or density of the mixture produced has a value lower than that specified and in the opinion of the Engineer is not due to a change in source or quality of materials, production may proceed with consequent changes in the mix until the laboratory stability and density equals or exceeds the specified values. If, in the opinion of the Engineer, there is a change in the source, type or quality of material from that used in the design mixture, production shall be discontinued until a new design

mixture is determined by trial mixes and the Contractor shall pay all costs of redesigning the mix. The Contractor may submit a new mixture design at anytime during the project. The compacted thickness of the mixture or mixtures used shall be as specified by the plans or specifications. The specific test method for determining laboratory density, HVEEM Stability and compacted thickness is listed in Section 340.4. The Supplier's daily QA/QC test results shall be forwarded to Harris County's Materials Engineer on a daily basis.

340.4 Test Methods.

Testing of Materials: The Testing Laboratory's representative shall perform random tests to determine if the materials and construction procedures produce a product which meets the contract documents. The specific test methods for material analysis are outlined in the following Tables. Testing procedures are ASTM Standards unless otherwise noted.

- A. Testing of mineral aggregates shall be in accordance with the following standard laboratory test procedures:

PROPERTY	TEST METHOD
Sampling Aggregate	ASTM D75 "Sampling Aggregates"
Sieve Analysis	TxDOT Test Procedure Tex-200-F "Sieve Analysis of Fine and Coarse Aggregates"
Abrasion Resistance	C131 "Resistance to Degradation of Small Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine"
Specific Gravity	C127 "Specific Gravity and Absorption of Coarse Aggregate" C128 "Specific Gravity and Absorption of Fine Aggregate"

PROPERTY	TEST METHOD
Sand Equivalent	D2419 "Test Method for Sand Equivalent Value of Soils and Fine Aggregate" or Tex-203-F
Atterberg Limit	D4318 "Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils"
Deleterious Materials	TxDOT Test Procedure Tex-217-F "Determining Deleterious Material, Part I."
Decantation	TxDOT Test Procedure Tex-217-F "Decantation, Part II."

- B. Performance Graded Binders. PG binders must be smooth and homogeneous material which will not foam when heated to 350°F and meet the requirements of TxDOT's Specification Item 300, Latest Edition.

Testing of asphalt binder shall be in accordance with the following standard laboratory test procedures:

PROPERTY	TEST METHOD
Viscosity, 140°F	D2171 "Test Method for Viscosity of Asphalts By Vacuum Capillary Viscometer"
Viscosity, 135°C	D4402 "Standard Test Method for Viscosity Determination"
Penetration, 77°F	D5 "Test Method of Penetration of Bituminous Materials"
Flash Point	D92 "Test Method for Flash and Fire Points by Cleveland Open Cup"

PROPERTY	TEST METHOD
Solubility in Trichloroethylene	D2042 "Test Method for Solubility of Asphalt Materials in Trichloroethylene"
Ductility	D113 "Test Method for Ductility of Bituminous Materials"
Spot Test	AASHTO T-102 "Spot Test of Asphaltic Materials"

- C. Testing of bituminous mixtures shall be in accordance with the following standard laboratory test procedures:

PROPERTY	TEST METHOD
Sampling Bituminous Mixtures	TxDOT Test Procedure Tex-222-F "Sampling Bituminous Mixtures" or ASTM D979
Molding of Specimens	TxDOT Test Procedure Tex-206-F "Compacting Specimens Using the Texas Gyratory Compactor (TGC)"
Height of Specimens	D3549 "Test Method for Thickness or Height of Compacted Bituminous Paving Mixtures Specimens"
Bulk Density of	TxDOT Test Procedure Specimens Tex-207-F "Determining Density of Compacted Bituminous Mixtures"
HVEEM Stability	TxDOT Test Procedure Tex-208-F "Test for Stabilometer Value of Bituminous Mixtures"



PROPERTY	TEST METHOD
Maximum Theoretical Density	TxDOT Test Procedure Tex-227-F "Theoretical Maximum Specific Gravity of Bituminous Mixtures"
Method of Mix Design	TxDOT Test Procedure Tex-204-F "Design of Bituminous Mixtures"
Extraction	TxDOT Test Procedure Tex-210-F "Determining Asphalt Content of Bituminous Mixtures by Extraction", or <u>Tex-236-F "Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method"</u>
Gradation	Tex-200-F "Sieve Analysis of Fine and Coarse Aggregate"

340.5 Equipment. Provide equipment to produce, haul, place, and compact that complies with the requirements of the Latest Edition of TxDOT's Specification Item 320 "Equipment for Asphalt Concrete Pavement", and herein after specified.

340.6 Heating and Discharge of Materials.

- A. Heating of Materials. Do not heat the asphalt binder above the temperatures specified in TxDOT's Specification Item 300 "Asphalts, Oils, and Emulsions", Latest Edition; or outside the manufacturer's recommended values. On a daily basis, provide the Engineer with the records of asphalt binder and hot-mix asphalt discharge temperatures in accordance with Item 320 "Equipment for Asphalt Concrete Pavement", of TxDOT's Specifications, Latest Edition.
- B. Mixing and Discharge of Materials. Notify the Engineer of the target discharge temperature and produce the mixture within 25°F of the target. Monitor the temperature of the material in the truck before shipping to ensure that it does not exceed 350°F and is not lower than 215°F. Harris County will not pay for or allow placement of any mixture produced above 350°F.

Control the mixing time and temperature so that substantially all moisture is removed from the mixture before discharging from the plant. The Engineer may determine the moisture content by oven-drying in accordance with Tex-212-F, Part II, and verify that the mixture contains no more than 0.2% of moisture by weight. The Engineer shall obtain the sample immediately after discharging the mixture into the truck, and perform the test promptly.

340.7 Asphalt Mixing Plants. Mixing plants may be either the weigh batch type, or the drum mix type. Both types of plants shall be equipped with satisfactory conveyors, power units, aggregate handling equipment, bins and dust collectors, etc. and comply with the requirements of the Latest Edition of TxDOT's Specification Item 320 "Equipment for Asphalt Concrete Pavement".

340.8 Spreading and Finishing Machine. The spreading and finishing machine shall conform to the requirements of the Latest Edition of TxDOT's Specification, Item 320 "Equipment for Asphalt Concrete Pavement", and as specified herein:

The spreading and finishing machine shall be of a type approved by the Engineer and shall be capable of producing a surface that will meet the requirements of the typical cross-section and the surface test, when required by the Engineer, and when the mixture is dumped directly into the finishing machine shall have adequate power to propel the delivery vehicles in a satisfactory manner. The finishing machine shall be equipped with a flexible spring and/or hydraulic type hitch sufficient in design and capacity to maintain contact between the rear wheel of the hauling equipment and the pusher rollers of the finishing machine while the mixture is being unloaded. The paver shall have a receiving hopper of sufficient capacity for a uniform spreading operation, equipped with a vibrating screed and heater.

The hopper shall be equipped with a distribution system to place the mixture uniformly in front of the screed.

The screed or strike-off assembly shall produce a surface of the required evenness and texture without tearing, shoving, gouging or displacing the mixture.

The use of any vehicle which required dumping directly into the finishing machine and which the finishing machine cannot push or propel in such a manner as to obtain the desired lines and grades without restoring to hand finishing will not be allowed. Unless waived by the Engineer,

automatic screed controls shall be required for asphaltic concrete spreading and finishing machines.

Asphaltic-concrete spreading and finishing machines shall be equipped with an approved automatic dual longitudinal screed control system and a transverse screed control system. The longitudinal controls shall be capable of operating from any longitudinal grade reference including a stringline, 40 foot ski, mobile stringline or matching shoe. The asphaltic concrete spreading and finishing machine shall be equipped with a screed heater and vibrator.

The Contractor shall furnish all equipment required for grade reference. It shall be maintained in good operating condition by personnel trained in the use of this type of equipment. The equipment shall be capable of constructing a finished surface within specified tolerances.

The automatic grade control device shall produce a finished surface meeting the requirements of the surface test on the items of work for which a spreading and finishing machine is required. Skin-patching will not be permitted unless approved by the Engineer and any section of pavement not meeting the minimum tolerance shall be corrected at the Contractor's expense.

The spreader shall be capable of spreading and finishing courses of bituminous plant mix material in lanes not less than 10 feet in width and shall be capable of operating at forward speeds consistent with the satisfactory laying of the mixture.

The asphaltic mixture, when placed with a spreading and finishing machine, shall not be placed unless the air temperature is 40°F. and rising, or 50°F and dropping. The air temperature shall be taken in the shade away from artificial heat. Asphalt shall not be placed when the temperature of the surface on which the mat is to be placed is below 60°F.

It is further provided that the asphaltic mixture shall be placed only when the humidity, general weather conditions and temperature and moisture condition of the base, in the opinion of the Engineer, are suitable.

The Engineer can reject individual truckloads of hot-mix. When a load of hot-mix is rejected for reasons other than temperature, contamination, or excessive uncoated particles, the Contractor may request that the rejected load be tested. Make this request within 4 hr. of rejection. The Engineer will sample and test the mixture. If test results are within the operational tolerances shown in Table 1 above, payment will be made for

the load. If test results are not within operational tolerances, no payment will be made for the load.

- 340.9 Transporting Asphaltic Concrete. The asphaltic concrete mixture, heated and prepared as specified, shall be hauled to the work site in tight vehicles previously cleaned of all foreign material.

The dispatching of the vehicles shall be arranged so that all material delivered may be placed and all rolling shall be completed during daylight hours. Cover each load of mixture with waterproof tarpaulins. The inside of the trucks body may be given a light coating of, lime slurry or other approved release agent necessary to prevent the mixture from adhering to the body. A hole for inserting a thermometer shall be installed in the truck body. Truck beds shall be clean of debris or material that is damaging to the asphalt being hauled before they are loaded with asphalt. If, in the opinion of the Engineer, the truck bed is damaged, it shall be removed from the project.

- 340.10 Tack Coat. Unless otherwise shown on the plans or approved, furnish CSS-1H, SS-1H, or a PG binder with a minimum high temperature grade of PG-58 for tack coat binder in accordance with the Latest Edition of TxDOT's Specification Item 300 "Asphalts Oils, and Emulsions".

Asphalt for tack coat shall meet the requirements of Specification Item 300 "Asphalts, Oils and Emulsions", as published by the Texas Department of Transportation's "Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges", Latest Edition.

Do not dilute emulsified asphalts at the terminal, in the field, or at any other location before use. If required, verify that emulsified asphalt proposed for use meets the minimum residual asphalt percentage specified in the Latest Edition of TxDOT's Specification, Item 300 "Asphalts, Oils, and Emulsions". The diluted emulsion shall be applied at an approximate rate of 0.05 to 0.15 gal./sq. yd., evenly and smoothly under a pressure necessary for proper distribution. No more shall be placed than can be covered in one day.

Before the asphaltic surface course is laid, the surface of the base, or the surface of the concrete bridge, as the case may be, shall be thoroughly broomed to the satisfaction of the Engineer. When an application of tack coat is required, the base shall be coated with an application of diluted emulsion or, as directed, with an approved distributor and at the application rate indicated by the Design Engineer.

Tack coat shall not be applied when the air temperature is below 50°F. and falling, but may be applied when the air temperature is above 50°F.

and rising. Tack coat shall not be placed when the temperature of the surface on which the asphalt is to be placed is below 60°F.

340.11 Lay Down Operations.

- A. Minimum Mixture Placement Temperatures. Use Table below for suggested minimum mixture placement temperatures.
- B. Windrow Operations. When hot mix is placed in windrows, operate windrow pickup equipment so that substantially all the mixture deposited on the roadbed is picked up and loaded into the paver.

SUGGESTED MINIMUM MIXTURE PLACEMENT TEMPERATURE

HIGH TEMPERATURE BINDER GRADE	MINIMUM PLACEMENT TEMPERATURE (Before Entering Paver)
PG 64 or lower	260°F
PG 70	270°F
PG 76	280°F
PG 82 or higher	290°F

340.12 Placing. The asphaltic mixture shall be dumped and spread on the approved prepared surface with the specified spreading and finishing machine, in such a manner that when properly compacted the finished pavement will be smooth, of the required density and will meet the requirements of the typical cross-sections and the surface tests. During the application of asphaltic material, care shall be taken to prevent splattering of adjacent pavement, curb and gutter and structures.

When the asphaltic mixture is placed in a narrow strip along the edge of an existing pavement, or used to level up small areas of an existing pavement, or placed in small irregular areas where the use of a finishing machine is not practical, the finishing machine may be eliminated, provided a satisfactory surface can be obtained by other approved methods.

Adjacent to flush curbs, gutters, liners and structures, the surfaces shall be finished uniformly high so that when compacted it will be slightly above the edge of the gutter and flush to the structure.

340.13 Compacting. The pavement shall be compacted thoroughly and uniformly with the necessary rollers to obtain the density, stability and

cross-section of the finished paving mixture meeting the requirements of the plans and specifications.

Rolling equipment shall consist of pneumatic tire and steel wheel rollers. Breakdown rolling shall be accomplished immediately after placing, using steel wheel rollers.

All equipment shall be in good mechanical condition, properly adjusted and free from wear that would impair the quality of the work. Necessary precautions shall be taken to prevent the dropping of gasoline, oil, grease or other foreign matter on the pavement, by the compaction, or any equipment.

Pneumatic tire rollers shall have tires of equal size and diameter capable of exerting an average contact pressure varying from 40 to 90 psi, by adjusting ballast and/or tire pressure. All tires shall have equal pressure. The wheels shall be placed so that one pass will accomplish one complete coverage equal to the width of the roller with a minimum of 1/4 inch overlap. The wheels shall not wobble. The operating weight and tire pressure shall be as such as to provide the required density. The rollers shall be in the best mechanical condition. Pneumatic tire rollers shall be equipped with water systems and fiber mats. The Contractor shall provide a second steel wheel roll for wipe of pneumatic tire roller marks on all overlay projects.

The rollers shall have power units and be equipped with scrapers to keep the wheels clean and with the means of keeping the wheels wet, to prevent mixes from sticking to the rollers.

Vibratory rollers shall have a minimum of one vibratory drum weighing no less than 8 tons. The vibratory roller shall be capable of obtaining frequency and amplitude combinations that will produce an impact spacing smaller than the thickness of the mat, or a minimum of 8 to 10 blows per foot.

All rolling with any type of roller shall be done as directed by the Engineer. Breakdown (initial pass) rolling shall be conducted with a steel wheel roller or vibratory roller, intermediate rolling shall be conducted with a steel wheel roller or pneumatic tire roller and finished rolling shall be conducted with a steel wheel roller unless directed otherwise by the Engineer. When rolling with vibratory steel wheel rollers, the manufacturer's recommendation shall be followed, unless otherwise directed by the Engineer.

The specific rollers used in sequence to obtain the required compaction shall be approved by the Engineer. The ambient temperature, humidity,

wind velocity, temperature of existing surface, mat thickness, and temperature of paving mixture shall be considered by the Engineer in determining the type and amount of rollers needed to achieve the required compaction. Approval of the Engineer will not relieve the Contractor of his responsibility to produce the required density.

Rolling pattern shall be established daily and verified as outlined in Test Procedure Tex-207-F, Part IV and III, respectively, to achieve the required air void content. The daily established rolling pattern used is subject to approval by the Engineer. The daily established rolling pattern shall be followed unless changes in the mixture or placement conditions occur which affect compaction. A new rolling pattern shall be established at this time. If required, test strips approximately 300-500 feet in length shall be established to determine proper rolling patterns. A maximum of two strips will be allowed. If the required rolling patterns cannot be determined that will give the required density with two strips, the first two strips will be removed, before the third strip is constructed.

The mixture shall be placed at a temperature of between 260°F and 325°F.

Rolling shall begin as soon as the paving mixture will not be displaced laterally by the weight of the roller. When rolling with the steel-wheel, pneumatic tire roller or vibratory roller, longitudinal joints shall be rolled initially, however rolling shall begin at the low side of the pavement and proceed toward the higher side of the pavement, overlapping on successive trips by at least half the width of the rear wheel unless otherwise directed by the Engineer. Alternate trips of the roller shall be a minimum of six inches difference in length. The motion of the roller shall be slow enough at all times to avoid displacement of the mixture. To prevent adhesion of the surface mixture to the roller, the wheel shall be kept thoroughly moistened with water, but an excess of water will not be permitted. The roller shall not be allowed to stand on pavement which has not been fully compacted. If any displacement occurs, it shall be repaired at once by the use of rakes, and fresh mixture where required, any repair is subject to the Engineer's approval.

The maximum roller speed for any compaction equipment shall comply with the following table unless directed otherwise by the Engineer. The speed of the roller shall, at all times, be slow enough to avoid displacement of the hot mixture and shall not be greater than the speed indicated below.

MAXIMUM ROLLING SPEEDS  
TYPE OF ROLLING

CAMPACTOR	BREAKDOWN (miles/hr)	INTERMEDIATE (miles/hr)	FINISH (miles/hr)
Steel Wheel Roller	2	3	3
Pneumatic Tire Roller	-	3	5
Vibratory Roller	3	3	3

Rolling shall be continued until the specified compaction can be obtained and all roller marks are eliminated. Complete all compaction operations before the pavement temperature drops below 160°F unless otherwise allowed. The Engineer may allow compaction with a light finish roller operated in static mode for pavement temperatures below 160°F.

Rolling with a trench type roller or other approved method, will be required on widening areas in trenches and other limited areas where satisfactory compaction cannot be obtained with the rollers specified or approved.

The roller must not stand on the compacted pavement which has not cooled to normal atmospheric temperature.

To prevent adhesion of the paving mixtures to the rollers, the wheels shall be kept properly moistened with water, however, excess water will not be permitted.

If, in the opinion of the Engineer, the asphaltic concrete surface course is not being properly compacted, specimens shall be taken to determine the density of the asphaltic concrete at various locations.

Density of the completed asphaltic concrete shall be uniform over the entire roadway area. The Engineer may have the material (part or all) removed and replaced on areas where density is found not to be that specified, when tested. The entire cost of removing and replacing material from areas because of unacceptable density variations shall be borne by the Contractor and at no cost to the County.

The Contractor shall have the option of placing material in either one or more lifts, in order to maintain uniform compaction. Lifts shall not exceed 2 inches in thickness.



Hand Tamping: The edges of the pavement along curbs, headers and similar structures, and all places not accessible to the roller, or in such positions that do not allow thorough compaction with the rollers, shall be thoroughly compacted with lightly oiled tamps.

340.14 Compaction Criteria. In place compaction methods used to obtain the required density necessary to achieve Engineers approval shall be divided into Type A or Type B construction.

Type A construction shall represent asphalt being laid over New Construction, that is, all phases of construction beginning at the sub-base level and ending with the asphalt surface mix shall be new construction.

Type B construction shall represent asphalt being laid over in-situ material, that is, all Asphalt Overlays, Hot In-Place Recycled Asphalts, or other similar construction that places a surface asphalt on top of an existing roadway.

Type A:

In place compaction control is required of all paving mixtures. Asphaltic concrete shall be placed and compacted to obtain from 3 to 8 percent air voids. Do not increase the asphalt content of the Mixture to reduce pavement air voids. In no case shall the compacted roadway specimens have air voids in excess of 8 percent.

The Contractor shall establish a rolling pattern as outlined in Test Procedure Tex-207-F, Part IV, to achieve the required air void content. The Contractor shall confirm compaction as outlined in Test Procedure Tex-207-F, Part III, through nuclear density testing supplied by the laboratory retained by Harris County. The target density can be established daily and verified with a nuclear density gauge as outlined in Tex-207, IV and III respectively. It is recommended that the Thin Lift Asphalt Gauge be used, however other nuclear equipment may be used with prior approval of the Engineer as long as proper correlation is performed and correlation proof is maintained and kept with the gauge at all times. Correlation of average nuclear gauge readings to core density results shall be performed after each day's production as outlined herein after. The Laboratory Technician shall continue to check and verify the rolling pattern by use of nuclear equipment at minimum every 100 feet and mark core locations every 500 feet, at center of alternate lane. The Contractor shall understand that all nuclear density testing is performed only as an aid to construction, and the Engineer's approval will not relieve the Contractor of his responsibility to produce the required density. Acceptance of the asphalt by Harris County shall be by the acceptable

core density. Other Methods of determining in-place density which correlate satisfactory with results obtained from roadway specimens may also be used when approved by the Engineer. For Parking Lots, every 1100 square yards, take 4 nuclear gauge readings, at each marked core location. Cores shall be taken the same day or no later than the beginning of the next day, as the asphalt is laid. Core locations must be back filled and compacted with similar pavement material. The in-place density and air void shall be measured in accordance with Test Procedures Tex-207-F and Tex-227-F. Correlation of average nuclear gauge density reading to core density results shall be established for the cores taken daily and forwarded to Harris County on the daily basis. This process shall continue for each day's placement until the engineer determines that a good bias has been established for that nuclear gauge. Then the same nuclear gauge should be utilized to establish and verify the in-place densities, afterwards. The specific rolling pattern used is subject to approval by the Engineer. The daily established rolling pattern shall be followed unless changes in the mixture or placement conditions occur which affect compaction. A new rolling pattern shall be established at this time. If required, test strips approximately 300-500 feet in length shall be established to determine proper rolling patterns. A maximum of two strips will be allowed. If the required rolling patterns cannot be determined that will give the required density with two strips, the first two strips shall be removed, before the third strip is constructed.

Type B:

The Contractor shall establish a rolling pattern as outlined in Test Procedure Tex-207-F, Part IV, to achieve an acceptable density. The Contractor shall confirm compaction as outlined in Test Procedure Tex-207-F, Part III, through nuclear density testing supplied by the Laboratory retained by Harris County. The target density shall be established and controlled with a nuclear gauge as outlined in Tex-207-F, Part IV and III respectively. It is recommended that the Thin Lift Asphalt Gauge be used, however other nuclear equipment may be used with prior approval of the Engineer. The Laboratory Technician shall continue to check and verify the rolling pattern by use of nuclear equipment at minimum every 100 feet per lane. Acceptance of the asphalt by Harris County shall be upon receiving final reports from the Material Engineer verifying Mix Design and Conformance to the Rolling Pattern. Cores shall not be taken for densities unless otherwise directed by the Engineer. Cores will be used to verify depth as required. The daily established rolling pattern used is subject to approval by the Engineer. The daily established rolling pattern shall be followed unless changes in the mixture or placement conditions occur which affect compaction. A new rolling pattern shall be established at this time.

340.15 Construction Joints. Placing of the surface course shall be as nearly continuous as possible, and the roller shall pass over the unprotected end of the freshly laid mixture only when the laying of the course is discontinued for such length of time as to permit the mixture to become chilled. In all such cases, when the work is resumed, the material laid shall be cut back so as to produce a slightly beveled edge for the full thickness of the course.

The old material which has been cut away shall be removed from the work site, and the new mix laid against the fresh cut.

A 10 foot straight edge shall be used immediately after final rolling and any unevenness shall be corrected at that time.

Hot smoothing irons may be used for sealing joints, but in such cases extreme care shall be exercised to avoid burning the surface.

Irregularities. Immediately take corrective action if surface irregularities, including but not limited to segregation, rutting, raveling, flushing, fat spots, mat slippage, color, texture, roller marks, tears, gouges, streaks, or uncoated aggregate particles, are detected. The Engineer may suspend production or placement operations until the problem is corrected.

At the expense of the Contractor and to the satisfaction of the Engineer, remove and replace any mixture that does not bond to the existing pavement or that has other surface irregularities identified above.

340.16 Surface Requirements. The final surface of the pavement after compression shall be smooth and true to the established line and grade and typical cross-sections shown on the plans and, when tested with a standard 10 foot or 16 foot straightedge laid parallel to the centerline of the roadway, shall have no deviation in excess of 1/8 inch per foot for a 16 foot straight edge or 1/16 inch per foot for a 10 foot straight edge from the nearest point of contact and the maximum ordinate measured from the face of the straightedge shall not exceed 1/4 inch at any point. Any areas of the surface not meeting these requirements shall be immediately corrected as directed. Tests shall be made at transverse construction joints out at randomly selected locations. Any unevenness indicated by a 10 foot straight edge laid perpendicular to the job, immediately after final rolling, shall be corrected at that time.

340.17 Opening to Traffic. Allow the compacted pavement to cool before opening to traffic unless otherwise directed by the Engineer. If the surface ravels or deteriorates in any manner, it will be the Contractor's responsibility to correct this condition at his expense.

340.18 Measuring Devices. All templates, straight edges, and other measuring devices necessary for the proper construction and checking of the work shall be furnished, operated and maintained by the Contractor at his entire expense.

340.19 Quality Assurance. The County will engage a Testing Firm to provide quality assurance services for the Hot Mix Hot Laid Asphaltic Concrete. The Testing Firm will sample and test stockpiles for gradation in accordance with TxDOT's Test Procedure Tex-200-F and deleterious materials and decantation in accordance with TxDOT's Test Procedure Tex-217-F (Parts I and II) for each 3,000 tons of production. The abrasion loss of the material shall be determined in accordance with ASTM C131 "Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine", for each 4,000 tons of production.

Asphalt binder will not be sampled and tested, provided that the supplier will provide copies of test results for PG grade binder used for the project. Undocumented asphalt binder will require sampling and testing in accordance with AASHTO Method T-102 "Standard Method of Test for Spot Test of Asphaltic Materials" or TxDOT's Test Procedure Tex-540-C and shall meet the requirements of the Latest Edition, of TxDOT's Specification Item 300. The Contractor will be responsible for the cost of these tests. The Engineer may verify the quality of the asphalt binder at any time, by sampling and testing in accordance with the aforementioned methods.

The mixture shall be sampled, for each 400 (cumulative) tons of production and the following tests will be performed on each sample of the mixture.

TEST	DESIGNATION
Laboratory Density	Tex-207-F
Maximum Theoretical Density	Tex-227-F
Hveem Stability	Tex-208-F
Extraction and Gradation	Tex-210-F or Tex-236-F

Based on daily and total production Harris County may waive the sampling and laboratory testing.

Following compaction of the mixture in the pavement, the Laboratory will sample the pavement represented by Type A Construction by cutting cores and determining the in-place density and air voids as outlined in accordance with TxDOT's Test Procedure Tex-207-F and in Section

340.14 of this Item. Additional samples and/or tests shall be taken to provide quality assurance only when approved by the Engineer.

Type B construction shall be acceptable by Harris County upon receiving final reports from the Engineer verifying Mix Design and conformance to the rolling pattern.

340.20 Truck Scales. A set of standard platform truck scales will be placed at the plant and shall be provided with a suitable weigh office adjacent to the scales for the use of the truck weighers. Scales which are not accurate to within 4 pounds per one thousand (1,000) pounds total load shall not be used. Dray tickets shall accompany each load indicating the tare load, gross load, net load, and road name of asphaltic concrete. The Engineer shall have access to the weigh office as well as all other parts of the mixing plant. Scales shall meet the requirements of the Item 520 "Weighing and Measuring Equipment".

340.21 Measurement. Hot mix-hot laid asphaltic concrete surfacing of the types specified to the thickness shown on the plans will be measured by the ton of 2,000 pounds. Measurement by weight shall be made on truck scales as previously specified. Dray tickets shall be kept on the tare load, total load, net load, and road name of asphaltic concrete for each load of same. Cut back asphalt used in the tack coat or prime coat will be measured by the gallon of material actually used for this purpose and shall be based on measurement at the point of delivery and at the applied temperature.

340.22 Payment. Payment shall be made as follows:

- A. Where the bid sheet specifies FOB the job site, the asphaltic concrete shall be transported to the job site in Harris County specified on the bid sheet, and unloaded at the location indicated.
- B. Where the bid sheet specifies FOB the plant, the material shall be loaded on Harris County vehicles.
- C. The "Hot Mix-Hot Laid Asphaltic Concrete Surfacing" furnished and placed as prescribed by this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Hot Mix-Hot Laid Asphaltic Concrete Surfacing", which price shall be full compensation for furnishing all materials, for all freight involved, for all heating, mixing, hauling, cleaning the base, placing asphaltic concrete mixture, rolling and finishing; for all manipulations, labor, tools, equipment and incidentals necessary to complete the work.

The "Hot Mix-Hot Laid Asphaltic Concrete Surfacing" material, furnished and placed, as used for partial level-up (low areas) on some roads and feathering intersections and driveways on all roads to be resurfaced, shall be paid for by a separate bid item, as variable material thickness is required for these transitional surface applications of HMHL, asphaltic concrete.

Hot Mix-Hot Laid Asphaltic Concrete Surfacing will be paid by the ton in four separate bid items, and/or as additionally described, as follows:

1. Hot Mix Hot Laid Asphaltic Concrete Surfacing, furnished and placed (specify thickness);
  2. Asphaltic Concrete Surfacing for feathering driveways;
  3. Asphaltic Concrete Surfacing for feathering intersections; and
  4. Asphaltic Concrete Surfacing for level up course (specify thickness).
- D. All work and materials incidental to the above application of the tack coats or prime coats performed and measured as prescribed above will be paid for at the contract unit price bid per gallon for tack coat or prime coat, which price shall be full compensation for the preparation of existing base course or pavement, furnishing all materials, all hauling, heating, manipulations and for all labor, tools, equipment and incidentals necessary to satisfactorily apply the tack coat or prime coat.

Records shall be kept of the tare weight and net weight of asphaltic concrete, for each load of same.

Cutback or emulsified asphalt used as the tack coat will be measured by the gallon of material actually used on the street for this purpose and shall be based on measurement taken at the point of delivery on the street and at the applied temperature.

All work and materials incidental to the application of the tack coat performed and measured as prescribed above will be paid for at the contract unit price bid per gallon for tack coat or prime coat, which price shall be full compensation for the preparation of existing base course or pavement, furnishing all materials, all hauling, heating, manipulation and for all labor, tools, equipment

and incidentals necessary to satisfactorily apply the tack coat or prime coat.

There are line code(s), description(s), and unit(s) for this Item.

NOTE: This Item requires other Standard Specifications

Item 520 "Weighing and Measuring Equipment"

END OF ITEM 340

ITEM 433

CEMENT STABILIZED SAND BEDDING AND BACKFILL MATERIAL

433.1 Description. This Item shall govern for cement stabilized sand to be used for backfill and bedding as called for on the Standard Civil Drawings, in other parts of the Standard Specifications, or as directed by the Engineer.

433.2 Materials. Cement shall be Type I portland cement conforming to ASTM C150 "Standard Specification for Portland Cement."

Sand shall be clean durable sand containing not more than the following:

A. Deleterious Materials

1. Clay lumps, when tested in accordance with ASTM C142 "Standard Test Method for Clay Lumps and Friable Particles in Aggregates" shall be less than 0.5 percent.
2. Lightweight pieces, when tested in accordance with ASTM C123 "Standard Test Method for Lightweight Particles in Aggregate" shall be less than 5.0 percent.
3. Organic impurities when tested in accordance with ASTM C40 "Standard Test Method for Organic Impurities in Fine Aggregates for Concrete" shall not show a color darker than the standard color.

B. The plasticity index shall be 6 or less when tested in accordance with ASTM D4318 "Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils."

C. Sand shall be free of organic matter and deleterious substances and shall meet the following gradation requirement.

SIEVE SIZE	% Passing, By Weight
3/8 Inch	100
No. 200	5 – 30

Water shall be clean and clear, free of oils, acids, alkalis, organic matter or other deleterious substances and shall conform to the requirements of ASTM C1602 "Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete."



433.3 Sand-cement Mixture Product. The mixture shall consist of not less than 1-1/2 sacks of portland cement per ton of material mixture as placed. The mixture shall contain sufficient water to hydrate the cement.

The cement, sand and water shall be mixed in a pugmill type mixer, which meets the approval of the Engineer. It shall be mixed for a minimum period of two minutes per batch.

433.4 Submittals and Responsibilities of the Contractor:

- A. Submit the proposed design mix and test data for cement stabilized sand mixture.
- B. Facilitate testing and inspection, by furnishing any necessary labor to assist the designated Testing Laboratory in obtaining and handling samples at the project site.

433.5 Placing. The sand cement mixture shall be placed in maximum 8 inch thick lifts, loose measure around the pipe, boxes, structures, bridge approaches and paving sections. Placement and compaction shall be performed in a manner that will thoroughly fill all voids without placing undue strain on or displacement of the structure.

Cement stabilized sand backfill placed below the top of sewers, manholes, inlets or other structures shall be placed equally along all sides of the structure. Cement stabilized sand backfill/bedding shall be placed in a manner that will completely fill all voids in the trench. Hand operated tampers may be used for compaction.

Materials not placed and compacted within 4 hours after mixing shall be rejected. Do not place or compact sand-cement mixtures in standing or free water.

Cement stabilized sand bedding and backfill placed in trenches shall be compacted in accordance with Item 430 "Construction of Underground Utilities" and Item 480 "Precast Reinforced Concrete Box Sewers."

Provide excavation and trench safety system at locations and depths required for testing and retesting during construction, at no additional cost to Harris County.

In-place density tests shall be taken at each location, each day, to test the placement of bedding/backfill material. The minimum number of tests per day shall be 1 in-place density on the bedding and 2 in-place densities on backfill. The minimum number of tests shall be for each location at the rate of 1 in-place density test per 50 linear feet of bedding and 1 in-place

density test per 50 linear feet of backfill per lift placed above the top of pipe. In-place densities shall be determined in accordance with ASTM D6938 "Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods" or ASTM D1556 "Standard Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method."

- 433.6 Performance. The sand cement mixtures shall produce a minimum unconfined compressive strength of 100 psi in 48 hours, when compacted to 95 percent of Standard Proctor density (ASTM D558 "Standard Test Methods for Moisture-Density (Unit Weight) Relations of Soil-Cement Mixtures"), without additional moisture control and when cured in plastic bags at a temperature of 73.4° F. at plus or minus 3° F. and tested in accordance with ASTM D1633 "Standard Test Methods for Compressive Strength of Molded Soil-Cement Cylinders."

Random samples of the delivered product will be taken in the field at the direction of the Engineer and tested at Harris County's expense. A minimum of 1 sample per week shall be taken at random to represent a production that is less than 100 tons per week. Two samples per week shall be taken at random to represent a production greater than 100 tons per week. The Engineer shall have the option to obtain additional samples for testing.

After the molding of the soil-cement cylinders, the specimens will be tested in accordance with ASTM D1633, Method A. Two specimens will be tested at 48 hours and two specimens will be tested at 7 days.

- 433.7 Notification. The Testing Laboratory's representative will notify the County, Engineer, Contractor and material supplier by facsimile of all tests indicating results falling below specified strength requirements.

- 433.8 Measurement. Cement stabilized sand shall be measured by the square yard of material, furnished and compacted in place to the thickness specified, or as shown in the plans or acceptable material mixture, as specified by this Item, shall be measured by the ton of 2,000 pounds. Measurement shall be made by tickets delivered to the Engineer. The dray tickets shall indicate the tare, gross and net weight of the load and the location of delivery.

- 433.9 Payment.

A. The payment for cement stabilized sand, complete and in place, shall be at the contract unit price per square yard of the specified thickness, which unit price shall include all costs of materials, furnished, hauled, dumped, spread, shaped, and compacted.

- B. Where the bid sheet specifies FOB the plant, the materials shall be loaded on Harris County vehicles and paid for by the ton of 2,000 pounds.
- C. Where the bid sheet specifies FOB the job, materials shall be transported to the job site specified on the bid sheet, and paid for by the ton of 2,000 pounds.
- D. When the Project Manual, plans or other specifications indicate the use of cement stabilized sand is incidental to another pay item, no direct payment for the material will be made.

There are line code(s), description(s), and unit(s) for this Item.

NOTE: This Item requires other Standard Specifications

Item 430 "Construction of Underground Utilities"

Item 480 "Precast Reinforced Concrete Box Sewers"

END OF ITEM 433

ITEM 472

INLETS

472.1 Description. This Item shall govern for furnishing and installing inlets of the type designated on the plans including but not limited to all frames, plates, grates and covers.

472.2 Materials. Reinforcing steel shall conform to the Item 440 "Reinforcing Steel". Concrete shall conform to the Item 421 "Structural Concrete". Precast concrete inlets shall be manufactured in accordance with the Item 420 "Concrete Structures".

Cement mortar shall conform to ASTM C270 "Standard Specification for Mortar for Unit Masonry", Type M. Aggregate for mortar shall conform to ASTM C144 "Standard Specification for Aggregate for Masonry Mortar."

Cast iron for frames, plates, covers, I-beams and grates shall be in accordance with ASTM A48 "Standard Specification for Gray Iron Castings", Class 30 and shall be free from sand, blow holes or other defects. Frames, plates, grates and covers shall have machined bearing surfaces and conform to the Standard Civil Drawings.

472.3 Construction. All sections of the inlets will be constructed of reinforced concrete.

Prior to setting and/or casting of the inlet, the Contractor shall provide a base/bedding of 6 inch thick cement stabilized sand.

After construction/installation of the inlet, backfill with a minimum thickness of 12 inches of cement stabilized sand that completely circumvents the outside wall of the inlet, up to the elevation of the pavement. Then complete the backfill of the excavated hole, with material that's in accordance with Item 430 "Construction of Underground Utilities".

Inlets that are constructed/installed adjacent to and flush to the elevation of concrete pavement shall be constructed with a minimum 3/4 inch expansion joint material, that is in accordance with Item 360 "Concrete Pavement".

Use non-shrink grout (applied per manufacturers recommendation) to attain a water tight seal at the wall opening of the inlet with the pipe.

For box culvert and arch pipe (all non-circular applications) connections, use non-shrink grout to ensure a water tight seal.

Neatly cut off inlet leads at inside face of inlet wall and point up with mortar. Shape floor with mortar as shown on the applicable Standard Civil Drawings for inlets.

472.4 Measurement. Measure depth of inlets as the vertical distance from the flow line of inlet lead to the top of curb or top of grate.

For inlets constructed with 24 inch leads, the standard depth is 6 feet deep.

Any portion of the inlet exceeding the above depth is to be measured per vertical foot of depth.

472.5 Payment.

A. Payment for Standard Type Inlets.

Payment for inlets with a standard depth shall be made at the contract unit price for each individual standard type inlet (includes non-shrink grout, cement stabilized sand backfill, & expansion joint material).

B. Payment for Inlets with an Additional Depth Greater Than 6 Feet.

When the depth of the inlet specified is greater than the standard depth by more than 6 feet, payment shall be at the contract unit price for each individual inlet (includes non-shrink grout, cement stabilized sand backfill, & expansion joint material) as follows:

“Type B Inlet with an Additional Depth Greater than 6 Feet”

“Type B-B Inlet with an Additional Depth Greater than 6 Feet”

“Type C Inlet with an Additional Depth Greater than 6 Feet”

There are line code(s), description(s), and unit(s) for this Item.

NOTE: This Item requires Standard Civil Drawings that shall be incorporated into the contract documents.

NOTE: This Item requires other Standard Specifications.

Item 360 “Concrete Pavement”

Item 420 “Concrete Structures”

Item 421 “Structural Concrete”

Item 430 “Construction of Underground Utilities”

Item 440 “Reinforcing Steel”

END OF ITEM 472

ITEM 500

REMOVE AND RELOCATE OR DISPOSE OF  
TRAFFIC SIGNS, MAIL BOXES AND ROADWAY SIGNS

500.1 Description. This Item shall govern for the removal and relocation or disposal of traffic signs, mail boxes and roadway signs. Traffic signs shall be relocated in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD), Latest Edition.

500.2 Construction Methods. The Contractor shall relocate those traffic signs, roadway signs, and mail boxes that are indicated on the plans to be relocated. They shall be reinstalled with the foundation standard required by the applicable jurisdictional agencies.

All concrete for foundations shall be Class C Concrete in accordance with the Item 421 "Structural Concrete", with  $f'c = 3000$  psi.

For any location on the job site that is to remain open to traffic, the Contractor is required to furnish and install temporary poles, fittings, fixtures, signals, signs or other incidentals necessary to construct permanent traffic control systems. Such temporary installation shall remain in place until such time as the relocated systems are operational, or until required by the Engineer.

500.3 Measurement & Payment. The basis of payment for this item shall be the lump sum, or per each as provided in the bid proposal which price shall be full compensation for all materials, equipment and labor and all other incidentals necessary to complete the work.

There are line code(s), description(s), and unit(s) for this Item.

NOTE: This Item requires other Standard Specifications

Item 421 "Structural Concrete"

END OF ITEM 500

ITEM 530

CONCRETE CURB, CONCRETE CURB & GUTTER,  
SIDEWALKS AND DRIVEWAYS

530.1 Description. This Item shall govern for curb, monolithic curb and gutter, sidewalks and/or driveways, with or without reinforcing steel, composed of portland cement concrete constructed on approved subgrade, foundation material, or finished surface in accordance with the lines and grades established by the Engineer and in conformance with the details shown on the plans. ADA compliance is required for sidewalks and ramps.

As used in this Item the word "curb" refers to standard 6 inch, doweled, and mountable concrete curbs, and monolithic curb and gutter.

530.2 Materials. Concrete used in conventionally formed construction shall be minimum Class D2 concrete, meeting the requirements of Item 421 "Structural Concrete". Concrete for extruded construction shall also be minimum Class D2.

Cement mortar shall conform to ASTM C270 "Standard Specification for Mortar for Unit Masonry", Type M. Aggregate for mortar shall conform to ASTM C144 "Standard Specification for Aggregate for Masonry Mortar."

In construction of concrete curb, concrete curb and gutter, sidewalks and driveways, the Contractor has the option of using portland cement or portland cement plus fly ash, as defined herein. Cement plus fly ash shall be composed of portland cement and 20-30 percent fly ash, by weight. Fly ash shall be Class C or Class F, conforming to the requirements of ASTM C618 "Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete."

Reinforcing steel shall conform to the requirements of Item 440 "Reinforcing Steel".

Membrane curing materials shall meet the requirements of the Item 526 "Membrane Curing".

Bank sand, used as bedding material for concrete sidewalks, shall meet the requirements of Item 402 "Bank Sand Backfill".

530.3 Construction Methods. Any required excavation and backfill shall be completed in accordance with Item 400 "Structural Excavation and Backfill", except for measurement and payment, and/or in accordance with Item 110 "Roadway Excavation" and Item 132 "Embankment".

For conventionally formed concrete, the subgrade, foundation, or pavement surface shall be shaped to the line, grade and cross-section and if considered necessary by the Engineer, hand tamped and sprinkled. If dry, the subgrade or foundation material shall be sprinkled lightly immediately before concrete is deposited thereon.

Outside forms shall be of wood or metal, of a section satisfactory to the Engineer, straight, free of warp and of a depth equal to the depth required. They shall be securely staked to line and grade, and maintained in a true position during the depositing of concrete. Inside forms for curbs shall be of approved material, shall be of such design as to provide the curb required and shall be rigidly attached to the outside forms.

The reinforcing steel and/or dowels, if required, shall be placed in the position shown by the plans. Care shall be exercised to keep all steel in its proper location.

After the concrete has been struck off and after it has become sufficiently set, the exposed surfaces shall be thoroughly worked with a wooden float. The exposed edges shall be rounded by the use of an edging tool to the radius indicated on the plans. Unless otherwise specified on the plans, when the concrete has become sufficiently set, the inside form for curbs shall be carefully removed and the surface shall be plastered with a mortar consisting of one part of portland cement and two parts of fine aggregate. The mortar shall be applied with a template made to conform to the dimensions as shown on the plans. All exposed surfaces shall be brushed to a smooth and uniform surface.

Sidewalks shall be constructed in sections of the lengths shown on the plans. Unless otherwise provided by the plans, no section shall be of a length less than 8 feet and any section less than 8 feet shall be removed by the Contractor at his own expense. The different sections shall be separated by a premolded or board joint of the thickness shown on the plans, placed vertically and at right angles to the longitudinal axis of the sidewalk. Where the sidewalks or driveways abut a curb or retaining wall, approved expansion material shall be placed along their entire length. Similar expansion material shall be placed around all obstructions protruding through sidewalks or driveways. Sidewalks shall be marked into separate sections, each 4 feet in length, by the use of approved jointing tools. The reinforced concrete sidewalk shall be placed on a bedding material of bank sand, at a minimum of 2" thick.

Curbs, gutters and curb and gutters shall be placed in sections of 80 foot maximum length unless otherwise shown on the plans. Joints shall be



constructed at such locations and of the type as directed and specified on the plans.

All concrete placed under this Item shall contain 4 percent  $\pm$  1-1/2 percent entrained air. The completed work shall be cured for a period of not less than 72 hours in accordance with the requirements of the Item 526 "Membrane Curing". Color of concrete shall be in accordance with Item 531 "Coloring Concrete for ADA Ramps".

**Extruded Concrete Curbs:**

For extruded concrete construction, the concrete shall be placed by an extrusion machine approved by the Engineer. When placement is directly on subgrade or foundation materials the foundation shall be hand-tamped and sprinkled if considered necessary by the Engineer. If the concrete is placed directly on the surface material or pavement, such surface shall be thoroughly cleaned. If required by plan details, the cleaned surface shall then be coated with an approved or other coating as specified at the rate of application per vendor recommendations.

The horizontal alignment shall be maintained from a "guide" line set by the Contractor. The alignment shall strictly conform to the details shown on the plans. The forming tube of the extrusion machine shall be readily adjustable vertically, during the forward motion of the machine to provide variable heights necessary to conform to the established grade line. To provide a continuous check on the grade, a pointer or gauge shall be attached to the machine in such a manner that a comparison can be made between the extruded work and the grade line. Other methods may be used if approved by the Engineer.

The mix shall be fed into the machine in such a manner and at such consistency that the finished work will present a well compacted mass with a surface free from voids and honeycomb and true to the established shape, line and grade.

Any additional surface finishing specified and/or required, shall be performed immediately after extrusion. Joints shall be constructed at such location as directed by the Engineer and to the details shown on the plans.

All concrete placed under this item shall contain 4 percent  $\pm$  1-1/2 percent entrained air. The completed work shall be cured for a period of not less than 72 hours in accordance with the requirements of the Item 526, "Membrane Curing".

530.4 Measurement. Work and accepted material as prescribed by this Item for concrete curb, will be measured by the linear foot, complete in place.

Work and accepted material as prescribed by this Item for concrete sidewalks shall be measured by the square yard of surface area, complete in place including bank sand bedding material, as indicated on the plans.

Work and accepted material as prescribed by this Item for ADA curb ramps shall be measured by units of each, or square yard of surface area at specified depth, complete in place. When required, the Contractor's coordination of a TDLR inspection shall be an integral part of each ADA compliant sidewalk construction site.

Work and accepted material as prescribed by this Item for concrete driveways, shall be measured by the square yard of surface area, at specified depth complete in place.

530.5 Payment. The work performed and the materials furnished as prescribed by this Item and measured as provided under measurement will be paid for at the unit price bid for:

- A. "Concrete Curb" of the type indicated on the plans
- B. "Concrete Sidewalks" of the width, and type indicated on the plans.
- C. "ADA Curb Ramps"
- D. "Concrete Driveways"

The price for each item shall be full compensation for:

- A. Cleaning and coating the base
- B. Furnishing and applying all water, mortar, adhesives or other material, including reinforcing steel and dowel bars, if required
- C. For furnishing, loading and unloading, storing, hauling and handling all ingredients, including all freight and royalty involved
- D. For mixing, placing, finishing, sawing, cleaning and sealing joints and curing all concrete
- E. For furnishing all materials for sealing joints and placing joints and joint filler material in proper position
- F. For all manipulations, labor, equipment, appliances, tools, traffic provisions and incidentals necessary to complete the work.

There are line code(s), description(s), and unit(s) for this Item.

NOTE: This Item requires Standard Civil Drawings that shall be incorporated into the contract documents.

NOTE: This Item requires other Standard Specifications.

Item 110 "Roadway Excavation"  
Item 132 "Embankment"  
Item 360 "Concrete Pavement"  
Item 400 "Structural Excavation and Backfill"  
Item 402 "Bank Sand Backfill"  
Item 440 "Reinforcing Steel"  
Item 526 "Membrane Curing"  
Item 531 "Coloring Concrete for ADA Ramps"

END OF ITEM 530

ITEM 540

REMOVING AND DISPOSING OF EXISTING ASPHALTIC SURFACE  
AND BASE MATERIAL

- 540.1 Description. This Item govern for the removing and disposing of existing asphaltic surface and all types of base material outside the project limits in compliance with current local, State and Federal Regulations.
- 540.2 Construction Methods. The existing asphaltic surface and all base materials (rigid and flexible base courses) shall be removed to its full depth and to the width directed by the Engineer. The surface and base material (all depths) shall be removed in such a manner as not to disturb the subgrade.
- 540.3 Measurement. The basis of measurement shall be by the square yard of surface removed, regardless of depth.
- 540.4 Payment. The basis of payment shall be at the unit price bid per square yard, which price shall be full compensation for the cutting back of shoulders at the location of construction, stripping, scarifying, removal and disposal of material, including all labor, materials, tools, equipment and incidentals necessary to complete the work.

There are line code(s), description(s), and unit(s) for this Item.

END OF ITEM 540

ITEM 559

CONSTRUCTION SAFETY FENCE

559.1 Description. This Item shall govern for furnishing, installing, maintaining, and removing “Construction Safety Fence”; to provide a temporary barrier to prevent pedestrians or members of the General Public from entering the designated work areas and/or protected areas. The four foot high orange color polypropylene construction safety fence shall be installed at the locations designated by the Engineer.

559.2 Materials. Construction safety fence shall be comprised of extruded, high density polypropylene, 4 foot tall minimum and orange in color. The mesh openings shall be no larger than 3-1/2 inches by 1-1/2 inches.

Plastic fence ties (zip ties), 7 inches long by 0.187 inches wide minimum, shall be used for attaching safety fence to posts for a tight secure installation.

Line/Support posts shall be steel T-posts, any color, shall be furnished in sufficient quantity to provide a maximum spacing between posts of 8 feet (See Table 1). Reinforcing steel bars shall not be used as posts.

TABLE 1

LINE POST REQUIREMENTS

T-POST FENCE HEIGHT	SECTION		EMBEDMENT LENGTH
	T-POST OVERALL LENGTH	T-POST WEIGHT	
4 Feet	5 Feet – 6 Inches	1.25 lbs./lf	±18”

All fencing materials shall be approved by the Engineer to be in accordance with the specification before they are erected. When requested by the Engineer, samples of any fencing component shall be furnished by the Contractor for testing and/or examination.

559.3 Construction Methods. The Contractor shall perform all clearing of brush and debris, which may be necessary for the installation of this fencing.

The fencing sections between T-posts shall generally follow the finished ground elevations. However, the Contractor shall grade off minor irregularities in the path of the fencing as necessary to limit the variation of

grade under the bottom rung of fencing to a distance of not more than 2 inches and not less than 1 inch to the ground.

- 559.4 Installation. Place T-posts no more than 8 feet apart, center to center. Posts shall be located to allow movement of machinery and job related maneuvers in the designated work areas.

Pull the construction safety fence taut and secure to the posts with plastic fence ties (zip ties). Loop the ties through the available holes or "teeth" in/on the T-posts at the top and bottom of the fence, with two additional ties evenly spaced in the middle section of the fence. (Minimum of 4 ties per post).

To connect fence sections, overlap ends of adjacent strands by at least 6 inches and join the two strands by weaving a wood slat vertically through the mesh openings. Then secure the joined area to a T-post.

Ingress/Egress - The Contractor shall provide gates, capable of being secured, or other means as required to allow machinery and equipment to enter the work areas during normal working hours. These areas shall be secured when work is not in progress.

For special construction applications of the construction safety fence, as example: installed over an existing paved area (parking lot, etc.), the Contractor shall provide an alternate method of installation, approved by the Field Engineer, so not to damage any existing pavement.

Maintain and repair the construction fence throughout the duration of the project, at no cost to the County, to insure that the barrier continuously performs its intended function.

- 559.5 Submittal Required. The Contractor shall submit manufacturer's certification that materials meet the requirements of this Item.

- 559.6 Removal and Disposal. Remove and dispose of the construction safety fence upon completion of the project. Dispose of the material in compliance with current local, State and Federal Regulations.

After the fence is removed, the Contractor shall maintain field conditions equal to or better than the original condition.

- 559.7 Measurement. Construction safety fence of the height specified, will be measured by the linear foot of fence, complete in place.

- 559.8 Payment. The work performed and the material furnished and installed by this Item, measured as provided under measurement, will be paid for at

the unit price bid for "Construction Safety Fence", of the height specified, which price shall be full compensation for furnishing, installing, maintaining, and removing all fencing materials, including all miscellaneous fittings, plastic fence ties, T-posts, driving/setting T-posts; all hauling; and for all manipulations, labor, tools, equipment and incidentals necessary to complete the work, including excavation, grading and disposal of surplus material.

There are line code(s), description(s), and unit(s) for this Item.

END OF ITEM 559

ITEM 661

TRAFFIC PAINT (SOLVENT BASED)

661.1 Description. This Item shall govern for the materials, composition, manufacture and testing of all traffic paint and related materials as covered herein.

661.2 Bidder's and/or Vendor's Requirements. All prospective bidders are hereby notified that, before any bid is considered, Harris County may require the bidder to submit a statement in detail of the facts as to the previous experience of the bidder in performing similar or comparable work, as to the business and technical organization, financial resources and the manufacturing facilities of the bidder which are to be used in performing the contemplated work. Any bid submitted by a firm with unsatisfactory facilities, resources, equipment or experience may be rejected by Harris County.

661.3 Intent. The coating design specified has been stipulated by means of carefully controlled formulations durability testing methods. The intent of Harris County Engineering Department is to procure coatings which are identical in all essential respects to the standards of the Texas Department of Transportation (TxDOT); hereafter referred to as "Standards". Paints provided under this Item shall meet all applicable requirements of the Environmental Protection Agency.

Specifications, codes and accepted practices not specifically listed in these Standard Specifications are not applicable.

When required, the paint manufacturer shall supply Labor Form LSB-OOOS-4, "Material Safety Data Sheet."

661.4 Conformance of Finished Products. Coatings shall conform, on a weight basis, to the composition requirements of the standard formulae. No section variation from the standard formulae will be permitted except for replace of volatiles lost in processing, or those approved by the Engineer. The finished coatings shall conform with all requirements stipulated for each standard formulae, and shall equal a Wet Standard in characteristics such as color, drying, flow, settling, brush ability, can stability, hiding, etc.

Film characteristics such as gloss, hardness, light permanency, adhesion, etc., shall also conform. When testing for such conformity, the coating shall be applied and tested under parallel conditions with the Wet Standard.



The finished product shall be free of skins and foreign materials.

- 661.5 Mill Tests and Testing. All paint Contractor's shall be required to furnish to the Engineer a copy of certified Mill test report for all paint to be furnished and delivered to Harris County. Harris County shall have the option of performing necessary tests on material purchased directly by Harris County, the cost of testing shall be borne by the Contractor and/or supplier. The manufacturer shall be required to reimburse Harris County for the cost of storage and/or handling of paint failing to meet specification requirements.

Testing shall be in accordance with TxDOT requirements. Any questions should be addressed to the Engineer.

Raw materials and finished products which fail to meet any requirements of these Standard Specifications shall be subject to rejection. Final acceptance or rejection shall be based on results of tests on samples of raw materials and paint taken during production, and upon tests made on finished paints prior to delivery. Approval of materials, as a result of preliminary testing prior to manufacture into finished coatings, shall not be binding upon final approval or rejection. Because of the possibility of contamination and volatile losses, it shall be agreed that only the Wet Standard, currently in possession of Harris County or the licensed testing agencies, shall constitute standards for final comparison involving acceptance or rejection. The judgment of the Engineer shall be final in all questions relative to conformance with the provisions of these Standard Specifications.

- 661.6 Manufacturing procedures, except when specified, shall be left to the discretion of the Contractor. It is the responsibility of the manufacturer to ascertain that the raw materials and manufacturing procedures he proposes to use will produce a product meeting the specification requirements.

- 661.7 Shipment shall be made in suitable, strong, well sealed containers which not only meet specifications and Federal requirements, but are also sufficiently sturdy to withstand normal handling to which shipments are subjected in transit. FINISHED COATING CONTAINERS AND CASES SHALL BE PLAINLY AND SECURELY LABELED WITH THE NAME AND THE DESIGNATION OF THE COATING, ORDER NUMBER, REQUISITION NUMBER, BATCH NUMBER, DATE OF MANUFACTURE, GROSS WEIGHT, AND MANUFACTURER'S NAME. LABELING SHALL BE ON THE SIDES OF CONTAINERS AND CASES. LABELS MUST BE SUFFICIENTLY MOISTURE-RESISTANT TO WITHSTAND OUTDOOR STORAGE FOR A MINIMUM OF ONE YEAR. When the finished product is palletized for shipment, the labels shall be to the outside for easy

identification. Once the finished product has been labeled properly, the label shall not be modified or changed in any manner without specific approval of the Engineer.

Containers shall be filled by weight based on the actual gallon weight of the paint at 77 degrees F.

661.8

Raw Materials. The exact brands and types of raw materials used in the Wet Standard are listed for the purpose of facilitating the selection of parallel material equal not only in quality and composition but also in physical and chemical behavior after being used in the finished product. Since evaluation of paint containing questionable materials may require sixty days and since meeting delivery schedules is a responsibility of the paint manufacturer, he is reminded that he should schedule material procurement and paint production to permit him to meet delivery commitments. The final decision as to the equality of materials shall be made by Harris County. After Harris County has agreed to the brand names of raw materials proposed by the Contractor, no substitutions will be allowed during the manufacture without prior agreement with the Engineer.

"The Contractor should be aware that it is his responsibility to select raw materials that not only meet the individual raw material specifications but will also produce coating conforming to the specific formulae requirements."

- A. Materials of Foreign Origin: Because of the limited information available on materials manufactured outside the continental limits of the United States, the manufacturer is advised to review Sections 661.5 and 661.8 of this Item when considering the use of materials of foreign origin.
- B. Materials Required to Meet Federal and ASTM Specifications: All materials required to meet Federal or ASTM specifications must conform to the specifications as shown. Specifications or Amendments of other dates will not supersede.
- C. PIGMENTS:
  - 1. White:
    - a. Titanium Dioxide, shall meet ASTM D476 "Standard Classification for Dry Pigmentary Titanium Dioxide Products", Type I or II.

- b. Lead free Zinc Oxide shall meet ASTM D79 “Standard Specification for Zinc Oxide Pigments” either American process or French process.

2. Colored: Titanium Dioxide, Special, Tutile, non-chalking:

Specific Gravity	4.1 + 0.05
Oil Absorption	18 + 10%
Moisture	0.5% max.
Retained on #325 Screen	0.1% max.
TiO <sub>2</sub>	95% min.
Fe <sub>2</sub> O <sub>3</sub>	2.0 - 3.0%
PH	6.5 - 7.0
Ignition Loss	0.34% max.
Y (luminosity)	42.5-45.5

3. Medium Chrome Yellow:

Color and Color Characteristics. The luminance factor of the pigment shall be within the limits listed below when tested before and after exposure.

	MINIMUM	MAXIMUM
Initial	53	59
Final	45	-

In addition, the allowable change between the initial and final luminance factors shall be not more than 9 units.

The initial X, Y chromaticity color coordinates of the pigment shall be within the rectangle defined by the sets of coordinates shown below:

<u>X</u>	Y
0.490	0.455
0.511	0.433
0.514	0.480
0.535	0.458

Method of Test: The pigment shall be tested according to TxDOT’s Test Procedure Tex-810-B.

Color Standard: National Bureau of Standards, Chromatic Standard No. SCH-30. The formula of the test enamel using the pigment to be tested is as follows:

MATERIAL	PARTS BY WEIGHT
Color Pigment	54.0
Long Oil Alkyd	-
Resin (1)	31.5
4% Calcium Drier	0.6
6% Cobalt Drier	0.3
Anti-Livering Agent	0.1
Anti-Skinning Agent	0.2
Mineral Spirits (2)	13.3 (3)

- a. Alkyd Resin Solution meeting Federal Specification TT-R-266D, Type 1, Class A, November 17, 1971.
- b. Mineral Spirits meeting ASTM D235 "Standard Specification for Mineral Spirits", Type IV.
- c. The amount of Mineral Spirits may be varied slightly to produce the desired grinding consistency.

Number of coats: Two

4. Inert:

- a. Talc, Paint-Grade Magnesium Silicate shall meet ASTM D605 "Standard Specification for Magnesium Silicate Pigment (Talc)."
- b. Calcium Carbonate:

CaCO <sub>3</sub>	97.0% min.
H <sub>2</sub> O	0.4% max.
Specific Gravity	2.63 - 2.73
Wt. retained on #325 Screen	0.75% max.

Color: Equal to material listed in Standard Formula. Substitution in a Standard Formula shall not result in a viscosity variation greater than 4 KU.

c. Calcined Kaolin (Aluminum Silicate Anhydrous)

	MINIMUM %	MAXIMUM %
A <sub>1</sub> O <sub>3</sub>	39.6	44.0
SiO <sub>2</sub>	51.0	56.5
Fe <sub>2</sub> O <sub>3</sub>		1.0
TiO		2.5
CAO <sup>2</sup> + MgO		0.8
Na <sub>2</sub> O + K <sub>2</sub> O		1.2
Ignition Loss		1.0

In addition, the X-ray diffraction pattern shall match the X-ray diffraction pattern specified by the TxDOT.

Materials having color requirements shall be tested according to TxDOT's Test Procedure Tex-810-B.

D. RESINS:

1. Chlorinated Paraffin: Shall meet Federal Specification MIL-C-429C, Type I.
2. Acrylic Copolymer Resin  
This material shall be an acrylic copolymer composed of i-butylmethacrylate-diethyl aminoethyl methacrylate copolymer binder resin. The characteristics of the acrylic copolymer resin shall be as follows:

Specific Gravity, 25°C(77°)	1.0
Color, Gardner, 20% by Weight in Toluene, Maximum	1.0
Acid Number, Maximum	1.0
Glass Transition Temperature	50°C (122°F)
Viscosity, 20% by Weight in Toluene, Pascal Seconds (Centipoises)	0.020-0.030 (20-30)

3. Traffic Paint Alkyd Resin Solution:
  - a. General:

Type	Pure, drying alkyd
Oil Length/Type*	Medium/Soya, linseed or tall
Solvent	Toluene

No mixture of two or more oils is permitted.

Compatibility – A 1:5 solution 75% Traffic Alkyd Resin Solution and Toluene shall be clear and transparent and shall show no separation after 24 hours of storage in a 3/4 full test tube at 75° to 85° F. This rubber alkyd-solvent solution shall produce a clear film upon drying.

b. Solid Resin Basis (based on non-volatile material):

Phthalic Anhydride	33 to 37%
Oil Acids	48 to 55%
Acid Number	8.0 max.
Ash Residue	0.10% max.
Unsaponifiable Material	2.0% max.
Iodine Number of Fatty Acids	115 min.
Refractive <u>Index</u> of Fatty Acids	1.4660 min.
Tall Oil Alkyd <u>Resin</u>	1.0% max.

c. 45% Resin Solids Basis:

Color: Gardner 1953 Standard – 9 max.

Drying Time: Reduce the resin to 45% solids with Toluene, add (based on the resin solids present) the equivalent of 0.06% Cobalt (metal) and 1% Lead (metal). Let the mixture set for 3 hours before testing. A 3 mil wet film of this solution shall set-to-touch in less than 90 minutes.

d. In addition to the above requirements, the Traffic Alkyd Resin Solution shall meet the following Percent Transmittance requirements when tested according to TxDOT's Test Procedure Tex-814-B, utilizing methyl isobutyl ketone as the primary solvent and methyl alcohol as the precipitating agent.

% TRANSMITTANCE	MINIMUM	MAXIMUM
T	10	70%
T		

Calculate volume in milliliters of precipitating agent as follows:

$$V = 91 * X \text{ and } V = 1.398 * V$$

Where: V = volume of precipitating agent required for T;

X = grams of alkyd resin solids and

V = additional volume of precipitating agent for T.

E. THINNERS:

1. Acetone
2. Toluene
3. Methyl Alcohol meet ASTM D1152 "Standard Specification for Methanol (Methyl Alcohol)"

F. ADDITIVES AND CHEMICALS:

1. Driers: Shall pass ASTM D600 "Standard Specification for Liquid Paint Driers"
2. Additives listed below must be similar and equal to the standard sample submitted to an independent licensed testing laboratory by the manufacturer and approved by the Engineer prior to the award of contract for coatings in which the additive is proposed for use:
  - a. Soya Lecithin

This material shall be of suitable quality for use in the manufacture of paint.

- b. Anti-Skinning Agent

This material shall be an anti-skinning agent suitable for use in paints.

c. Treated Bentonite Clay:

1. Bentone 34, NL Industries;
2. Claytone 40, Southern Clay Products:
3. Tixogel VP, United Catalyst, Inc.

G. STANDARD FORMULAE:

1.

WPT - 8f, WHITE PAINT, TRAFFIC	POUNDS
Traffic Alkyd, 75% solids Toluene RCI, Beckosol 97-150	140
Acrylic Copolymer BR-210	125
Chlorinated Paraffin, Type 1, Dover, Paroil 40E	30
Soya Lecithin	6
Titanium Dioxide, Rutile, DuPont, Ti- Pure R-900	150
Lead Free Zinc Oxide, ASARCO, AZO-66	50
Talc, WC&D 2664	175
Calcium Carbonate, J.M. Huber, Hubercarp M-4	275
Treated Bentonite Clay	5
Methanol	3
36% Lead Drier	2
12% Cobalt Drier	1
Toluene	35
Anti-Skinning Agent	3
Acetone	270
TOTAL	1,270

Gallon Weight:  $\pm 0.05$  of theoretical gallon weight

Grid: 4 minimum, Particles: 8 maximum (TxDOT's Test Procedure Tex-806-B)



Viscosity: 83 to 97 KU

Skinning: No skinning within 48 hours (TxDOT's Test Procedure Tex-811-B)

2.

YPT-8f, YELLOW PAINT, TRAFFIC	POUNDS
Traffic Alkyd, 75% Solids Toluene RCI, Becksol 97-150	140
Acrylic Copolymer BR-210	125
Chlorinated Paraffin, Type 1, 1C1 Occidental, Chloroway 41sw	30
Soya Lecithin	6
Lead Free Zinc Oxide, ASARCO, AZO-66	50
Titanium Dioxide Special, Rutile, Hitox Corp. Hitox	35
Medium Chrome Yellow, Cookson, Y- 969-L	125
Talc, WC&D 2664	290
Calcium Carbonate, J.M. Huber, Hubercarb M-4	175
Treated Bentonite Clay	5
Methanol	3
36% Lead Drier	2
12% Cobalt Drier	1
Toluene	35
Anti-Skinning Agent	3
Acetone	270
TOTAL	1,295

Gallon Weight: ±0.05 lbs. of theoretical gallon weight

Grind: 4 minimum, Particles: 8 maximum (TxDOT's Test Procedure Tex-806-B)

Viscosity: 83 to 97 KU

Skinning: No skinning within 48 hours (TxDOT's Test Procedure Tex-811-B)

661.9 Installation Methods. All traffic paint applications shall meet the following requirements:

- A. Traffic paint shall be applied at the rate of one gallon of unthinned paint per 105 square feet of surface area.
- B. Traffic paint shall be applied with a minimum thickness of 15 mils, measured in a wet condition.
- C. Paint striping shall be applied and measured to  $\pm 1/4$ " of the specified widths.

All traffic paint striping not meeting these requirements shall be "touched up", removed and/or completely restriped to these standards and in accordance with the drawings at no additional cost to Harris County, as directed by the Engineer.

Where traffic buttons exist, the paint shall be applied to the pavement adjacent to, but not on the buttons or markers, unless another method is specified.

Word and symbol markings on pavement shall be in accordance with "Pavement Word, Symbol, and Arrow Markings" Section of the Latest Edition of the Texas Manual on Uniform Traffic Control Devices.

661.10 Testing. When required, the Contractor shall pay for and provide to Harris County, a testing report performed by a local testing laboratory designated by the Engineer. The report shall verify that the raw and finished materials to be supplied under this contract meet the requirements of this Item.

661.11 Rejection, materials and finished products which fail to meet any or all requirements of these Standard Specifications shall be subject to rejection. All materials and finished products rejected by the Engineer, whether in containers or applied to roadway surface shall be removed from the jobsite and replaced with materials meeting specifications and requirements and all costs of such removal and replacement shall be borne by the Contractor.

661.12 Measurement and Payment. Payment for this material and its installation shall be in accordance with the conditions prescribed in the contract awarded by Harris County and as shown on the bid items, or payment shall not be made directly but will be considered subsidiary to the furnishing and installation of white or colored traffic paint, as specified.

There are no line code(s), description(s), or unit(s) for this Item.

END OF ITEM 661

ITEM 671

TRAFFIC CONTROL

- 671.1 Description. This shall govern for furnishing, installing, moving, replacing, maintaining, cleaning and removing upon completion of work, all barricades, signs, barriers, barrels, cones, lights, delineators, pavement markings, and other such devices and detours in conformance with the drawings or as directed by the Engineer.

A Traffic Control Plan (TCP) has been established for this project in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD). The Contractor may propose an alternate TCP, and if the alternate plan is approved by the Engineer, it may be used. The alternate TCP must be prepared in accordance with Harris County Traffic Control Guidelines (Latest Edition) and sealed by a Professional Engineer registered in the State of Texas proficient in the field of Traffic Engineering.

- 671.2 Construction Methods. All barricades, signs and other types of traffic control devices shall conform to details shown on the drawings, and those indicated in Part VI of the TMUTCD.

Prior to beginning work, the Contractor shall designate in writing a competent person who will be responsible and available on the project site or in the immediate area to insure compliance with the TCP.

The Contractor is solely responsible for furnishing, erecting and maintaining all barricades, signs, barriers, barrels, cones, lights, delineators, pavement markings, and other such devices as necessary to adequately protect the project and workers and warn, advise and safeguard the traveling public over the entire length of the project. The Contractor's responsibility in this regard extends for the entire duration of the project, from the start of construction until acceptance by the County.

All reflective traffic control devices such as barricades, vertical panels, signs, etc. shall be maintained at all times by cleaning, replacing or a combination thereof such that during darkness and rain the reflective characteristics shall equal or exceed the retroreflective characteristics of the standard reflective panels in the Engineer's possession. Unless otherwise set forth in these Standard Specifications, the Contractor shall receive compensation for furnishing, erecting and maintaining the necessary barricades, signs, barriers, barrels, cones, lights, delineators, pavement markings, other such devices and any incidentals necessary for

the good and proper safety, convenience and direction of traffic prior to final inspection and acceptance by the County.

Detours and temporary structures necessary for public travel during the prosecution of the work will be indicated on the TCP and the cost included in the bid and contract price. Any necessary detours or temporary structures not indicated on the drawings or provided for in the specifications shall be at the expense of the Contractor. Increased maintenance costs incurred incidental to resulting traffic over an established road, street, or highway as a result of any detour shall not be considered as a cost of maintaining detours and will be paid for by the Contractor.

The Contractor shall provide at his expense, means of ingress and egress for all residents and businesses along any closed section of the work and shall provide property owners a means of access to a public road.

Temporary access driveways shall provide an all-weather surface and shall be maintained by the Contractor in a condition acceptable to the Engineer. Where indicated in the bid documents, asphalt millings may be used for temporary driveways.

No section of the work shall be closed to traffic until so directed by the Engineer. No bridge, culvert or drainage structure shall be closed until an adequate detour has been arranged and constructed.

If, in the opinion of the Engineer, the Contractor does not comply with the above requirements such work as the Engineer may deem necessary for the safety, comfort and convenience of the traveling public may be performed and the charges therefore withheld from any money due or to become due to the Contractor. The Contractor shall not be paid to provide traffic control during delays caused by the Contractor.

The above does not preclude the requirements of the "Harris County General Conditions".

Providing, installing, moving, replacing, maintaining, cleaning and removing upon completion of work all barricades, signs, barriers, barrels, cones, lights, delineators, pavement markings, and other such devices shall be in accordance with Item 665 "Work Zone Pavement Markings", Item 670 "Barricades", Item 696 "Low Profile Concrete Barrier" and Item 698 "Temporary Polyethylene Water-Filled Barrier". Flagmen shall be furnished, maintained and possess the minimum qualification and requirements stipulated in the TMUTCD. Operation of flagmen shall be as outlined in Item 672 "Flagmen."

Temporary pavement markings shall be in accordance with Item 665 "Work Zone Pavement Markings".

Temporary signs and supports shall be made from wood, metal, or other approved materials. Wood for signs shall be minimum 1/2 inch, medium density, outdoor grade plywood. Metal signs shall be in conformance with Item 624 "Aluminum Signs". Reflectorized sign sheeting shall be in conformance with Item 649 "Wide Angle Prismatic Retroreflective Sheeting for Traffic Control Signs (Diamond Grade)." Signs may be erected on portable, temporary, or fixed supports for use in the work zone. Signs erected on portable supports shall be for daytime use only. All wood supports shall be painted white. Sandbags shall be used where portable or temporary sign supports require the use of weights to prevent a sign assembly from falling over. All signs shall be placed in accordance with the drawings and the TMUTCD.

671.3 Measurement & Payment. Barricades, signs, barriers, barrels, cones, lights, delineators, and other such devices shall be paid for by the month or per each Jobsite, provided the traffic control plan is properly installed and maintained. This includes preparation of an alternative Traffic Control Plan by the Contractor, if any, and approved by the Engineer.

Detours shall be paid for in accordance with Item 673 "Constructing Detours for Maintaining Two-Way Traffic".

Work Zone Pavement Markings shall be paid for in accordance with Item 665 "Work Zone Pavement Markings".

Barriers designated as "Low Profile Concrete Barrier" and "Temporary Polyethylene Water-Filled Barrier" shall be paid for in accordance with Items 696 and 698 respectively.

Temporary driveways and the removal of temporary driveways shall be measured and paid for as follows: "Temporary Commercial Driveways per Each" and "Temporary Residential Driveways per Each". Payment shall include all labor and materials, including shaping, furnishing and hauling necessary to complete the work.

There are line code(s), description(s) and unit(s) for this Item:

NOTE: This Item requires other Standard Specifications.

Item 624 "Aluminum Signs"

Item 649 "Wide Angle Prismatic Retroreflective Sheeting for Traffic Control Signs (Diamond Grade)"

Item 665 "Work Zone Pavement Markings"

Item 670 "Barricades"

Item 672 "Flagmen"

Item 673 "Constructing Detours for Maintaining Two-Way Traffic"

Item 696 "Low Profile Concrete Barrier"

Item 698 "Temporary Polyethylene Water-Filled Barrier"

END OF ITEM 671

ITEM 672

FLAGMEN

672.1 Description. This Item shall govern for the furnishing of flagmen to insure the even flow of traffic through the construction site. The primary function is to move vehicles and pedestrians safely and expeditiously through or around the construction area.

672.2 General Requirements. All flagmen shall possess the minimum qualifications and meet the requirements stipulated in the Texas Manual on Uniform Traffic Control Devices (TMUTCD). The Contractor shall use flagmen for the work associated with the control and safety of all traffic and pedestrian flow throughout the project as shown in the project traffic control plan (TCP), Harris County standard guidelines, the TMUTCD, and as directed by the Engineer.

It is the responsibility of the Contractor to ensure that all flagmen are properly trained in flagging procedures. Flagmen will use paddles, lights, flags, and other equipment which meet the required guidelines and dimensions of the TMUTCD. The STOP/SLOW paddle, which gives drivers more positive guidance than a flag, shall be the primary hand-signaling device. Reusable, removable (temporary) white stop bars should be used to the maximum extent possible and removed when flaggers are not present. Flags should be limited to emergency situations and at low-speed and/or low volume locations that can be best served by a single flagger. The use of an orange vest and cap shall be required for all flagmen. For nighttime conditions, these similar garments shall be reflectorized.

The flagmen are provided at work sites to stop traffic intermittently, as required to protect the Contractor's workmen and equipment, pedestrians and motorists. The flagmen must, at all times, be clearly visible to approaching traffic for a distance sufficient to permit proper response by the motorist to flagging instructions and to permit traffic to reduce speed before entering the work site.

The use of flagmen does not relieve the Contractor of his responsibility to insure proper protection of the public, or of the construction. The Contractor is liable for all damages that occur at the construction site, as a result of accidents with citizens and motorists, even though he has provided flagmen.

All costs for flagmen shall be incidental to the other work.



672.3 Off-Duty Uniformed Local Law Officers. When directed by the Engineer, the Contractor shall use a combination of off-duty uniformed local law officers and flagmen for intersection work and for the implementation of initial traffic control phases or traffic switches (traffic directed to change lanes or stop). When off-duty uniformed local law officers are used, they shall be used in addition to flagmen, not as a substitute for flagmen. The Contractor may at his own expense elect to use off-duty uniformed local law officers when not directed by the Engineer. The Engineer may direct the use of off-duty uniformed local law officers for circumstances which could not have been reasonably anticipated in the planning of the project. The direction may be based upon, but certainly not limited to, one, or all of the following reasons:

- A. traffic volume;
- B. the nature and location of the work to be accomplished;
- C. weather conditions;
- D. the safety of the motorists, pedestrians or construction workers.

672.4 Submittal Required. If flagmen are to be used during the project the Contractor shall demonstrate ownership of 2 radios, 2 stop/slow paddles, 2 temporary white stop bars, 2 flags, 2 orange vests and 2 safety caps at the start of the project.

672.5 Measurement and Payment.

Flagmen. Flagmen shall not be paid for directly, but shall be incidental to the other work.

Off-duty Uniformed Peace Officers.

Off-duty, uniformed, peace officers shall be paid for by the hour when the use is approved as directed by the Engineer.

The Contractor may at his own expense elect to use off-duty uniformed local peace officers when not directed by the Engineer.

There are line code(s), description(s) and unit(s) for this Item:

END OF ITEM 672

ITEM 713

REINFORCED FILTER FABRIC BARRIER

713.1 Description. This Item shall govern for furnishing, installing, and removing temporary erosion protection and sediment control reinforced filter fabric barrier in accordance with these Standard Specifications and construction drawings, and as directed by the Engineer. The reinforced filter fabric barrier consists of geotextile fabric supported by a net reinforced fence stretched across and attached to supporting posts or frame and entrenched. This work shall be performed during construction operations and prior to final stabilization to control erosion and sedimentation.

713.2 Materials. Geotextile fabric (filter fabric) shall consist of long-chain synthetic polymers composed of at least 95 percent by weight of polyolefins in a woven fabric. The geotextile fabric shall meet or exceed the following specifications:

TABLE 1

SILT FENCE GEOTEXTILE FABRIC PROPERTIES			REQUIREMENTS UNSUPPORTED SILT FENCE	
	Units	Supported Silt Fence	Geotextile Elongation ≥50%	Geotextile Elongation <50%
Grab Strength				
Machine Direction	Lbs.	90	123	123
X-Machine Direction	Lbs.	90	100	100
Permittivity	Sec <sup>-1</sup>	0.05	0.05	0.05
Apparent Opening Size (Max. Average Roll Value)	Mm/sieve	0.6/30	0.6/30	0.6/30
Ultraviolet Stability (Retained Tensile Strength)	%	70 after 500 hrs exposure	70 after 500 hrs exposure	70 after 500 hrs exposure

NOTES:

1. Table 1 adapted from AASHTO M 288 *Geotextile Specification for Highway Applications* Table 6. Temporary Silt Fence Property Requirements.
2. All numeric values in Table 1 except Apparent Opening Size (AOS) represent minimum average roll values (MARV). Values for AOS represent maximum average roll values.

Geotextile fabric shall contain stabilizers and/or inhibitors to make the fabric resistant to deterioration resulting from exposure to sunlight or heat. Geotextile fabric shall be resistant to commonly encountered soil chemicals, mildew, rot, and insects. Geotextile fabric shall be free of defects or flaws that affect its physical and/or filtering properties. Geotextile fabric shall provide an expected useable life comparable to the anticipated construction period.

Fence posts shall be either steel or hardwood, essentially straight, with a minimum length of 4 feet. Hardwood posts shall be 2 inch x 2 inch minimum, or equivalent. Metal posts shall be either studded T or U steel type with a minimum weight of 1.28 lbs. per linear foot. Fin anchors shall be used to resist post movement as directed by the Engineer.

Net reinforced fence shall be 2 inch wide by 4 inch high welded wire fabric mesh, 14 gauge minimum. The mesh support height shall be the equivalent height, or greater, of the geotextile fabric to be attached. Plastic grid mesh or other support mesh may be substituted for welded wire mesh as approved by the Engineer.

Attachment of net reinforced fence and geotextile fabric shall be with wire ties, staples, or rings. Wire ties shall be 14 gauge minimum, staples shall be no. 9 wire minimum with a 1/2 inch minimum crown length, and rings shall be galvanized, or as approved by the Engineer.

A prefabricated unit with geotextile fabric, posts, and wire mesh meeting the minimum specifications in this Item may be used in lieu of a constructed filter fabric barrier.

713.3

Construction Methods. No clearing and grubbing or rough cutting, other than as specifically directed by the Engineer to allow for soil testing, surveying and installation of erosion protection and sediment control measures, shall be permitted until sediment control and erosion protection systems are in place.

Reinforced filter fabric barriers shall be so installed that the surface runoff will percolate through the system and allow sediment to be retained and accumulated, and may be used in conjunction with a rock filter dam (Item 750) at the outfall of a detention pond. Reinforced filter fabric barrier shall not be used as the sole best management practice at the outfall of a detention pond. Reinforced filter fabric barriers shall be installed at the locations shown on the construction drawings and in accordance with the Standard Civil Drawing or as directed by the Engineer. Reinforced filter fabric barriers shall be constructed in accordance with an approved schedule that clearly describes the timing during the construction process that the various erosion control measures will be implemented. Reinforced

filter fabric barriers shall be installed so as surface runoff will percolate through the system and allow sediment to be retained and accumulated.

Posts shall be driven to a minimum depth of 1 foot into the ground. Posts shall be a minimum of 18 inches above the ground. Posts shall be placed with a maximum spacing of 6 feet and be installed on a slight angle toward the anticipated runoff.

Trenches shall be dug along the uphill side of the fence to anchor at least 8 inches of the filter fabric to prevent underflow. The trench shall be a 6 inch x 6 inch square, or a 4 inch deep V-trench.

Net reinforced fence shall be attached to the posts. Attachment shall be at the top and mid-section. Additional ties or staples shall be added to secure the net reinforced fence to the posts as directed by the Engineer.

Geotextile fabric shall be placed against the side of the trench with approximately 2 inches across the bottom in the upstream direction. Using wire ties or rings, the geotextile fabric shall be attached to the net reinforced fence. The fabric shall be attached at the top and mid-section. The horizontal spacing of the attachment shall be every 24 inches, or less. Additional ties, rings, or staples shall be added to secure fabric to the net reinforced fence or posts as directed by the Engineer.

Geotextile fabric shall be provided in continuous rolls and cut to the length of the barrier, so as to minimize joints. When joints of two sections of fabric are necessary, the fabric shall be spliced together only at a support post. The fabric shall be overlapped a minimum of 6 inches at a post, folded, and secured at six or more places. Splices in concentrated flow areas will not be permitted.

Geotextile fabric shall be attached at the end posts at a minimum of four locations. Geotextile fabric shall be entrenched and attached to the posts so as a minimum of 18 inches of the fabric is above the ground. The trench then shall be backfilled and hand tamped as approved by the Engineer.

Contractor shall inspect the reinforced filter fabric barriers at least once every week or as directed by the Engineer. The Contractor shall remove irregularities which will impede normal flow. Erosion protection and sediment control systems shall be maintained by the Contractor until final stabilization. Damage caused to erosion protection and sediment control systems shall be repaired immediately. (Note: Maintenance for Item 713 is paid for under Item 751 "SWPPP Inspection and Maintenance")

The Contractor is responsible for removal and proper disposal of sediment and debris from the reinforced filter fabric barrier system and as directed by the Engineer. Sediment and debris shall not be allowed to flush into the storm sewer system, waterways, and jurisdictional wetlands, or onto adjacent properties. Sediment deposits shall be removed before they reach one-third of the height of the reinforced filter fabric barrier.

Uncontaminated sediment can be placed at the project spoil site protected by a reinforced filter fabric barrier or, if properly handled, spread out to supplement fill requirements. The Engineer will designate how the sediment deposits are to be handled. Uncontaminated sediment shall not be placed in waterways or jurisdictional wetlands, unless as approved by the Engineer. If sediment has been contaminated, then it shall be disposed of in compliance with current local, State and Federal Regulations. Offsite disposal shall be the responsibility of the Contractor.

After final stabilization and at the direction of the Engineer, the Contractor, when required, shall be responsible for removing all erosion protection and sediment control systems that are not permanent, from the project.

- 713.4 Quality Assurance. The Contractor is responsible for the control of the quality of materials incorporated into the construction and the quality of completed construction. The County will engage materials engineering services to provide quality assurance testing and inspection to assist the Engineer in determining the acceptability of materials and completed construction. Quality assurance services provided by the County do not relieve the Contractor of his responsibility for quality control. The Materials Engineer shall not have control of the means, methods, techniques, sequences or procedures of construction selected by the Contractor.
- 713.5 Measurement. When paid for separately as a pay item, measurement for reinforced filter fabric barrier shall be by the linear foot, complete in place, measurement being made along the centerline of the top of the barrier.
- 715.6 Payment. Payment for reinforced filter fabric barrier shall include and be full compensation for all labor, equipment, materials, supervision and all incidental expenses for the construction of this Item, complete in place, where 60 percent of the total unit cost shall be for furnishing and installing all materials. Thus, 40 percent of the total unit cost shall be for the removal and disposal of erosion protection and sediment control systems: reinforced filter fabric barrier, after final stabilization, at the end of the project.

There are line code(s), description(s), and unit(s) for this Item.

NOTE: This Item requires a Standard Civil Drawing that shall be incorporated into the contract documents.

NOTE: This Item requires other Standard Specifications.

Item 751 "SWPPP Inspection and Maintenance"

END OF ITEM 713

ITEM 719

INLET PROTECTION BARRIERS

- 719.1 Description. This Item shall govern for furnishing, installing, and removing temporary erosion protection and sediment control inlet protection barriers in accordance with these Standard Specifications and construction drawings, and as directed by the Engineer. The inlet protection barrier consists of a geotextile fabric (filter fabric) supported by a net reinforced fence structure and constructed around a storm drain inlet, catch basin, or culvert. An alternative design of the inlet protection barrier, as approved by the Engineer, consists of fiber rolls placed around a frame, staked in place (or weighted down with clean gravel bags), and constructed around a storm drain inlet, catch basin or culvert. This work shall be performed during construction operations and prior to final stabilization to control erosion and sedimentation.
- 719.2 Materials. Geotextile fabric (filter fabric) shall consist of long-chain synthetic polymers composed of at least 95 percent by weight of polyolefins in a woven fabric. The geotextile fabric shall meet or exceed the following specifications shown in Table 1:

TABLE 1

SILT FENCE GEOTEXTILE FABRIC PROPERTIES			REQUIREMENTS UNSUPPORTED SILT FENCE	
	Units	Supported Silt Fence	Geotextile Elongation ≥50%	Geotextile Elongation <50%
Grab Strength				
Machine Direction	Lbs.	90	123	123
X-Machine Direction	Lbs.	90	100	100
Permittivity	Sec <sup>-1</sup>	0.05	0.05	0.05
Apparent Opening Size (Max. Average Roll Value)	Mm/sieve	0.6/30	0.6/30	0.6/30
Ultraviolet Stability (Retained Tensile Strength)	%	70 after 500 hrs exposure	70 after 500 hrs exposure	70 after 500 hrs exposure
<p>NOTES:</p> <p>1. Table 1 adapted from AASHTO M 288 <i>Geotextile Specification for Highway Applications</i> Table 6. Temporary Silt Fence Property Requirements.</p> <p>2. All numeric values in Table 1 except Apparent Opening Size (AOS) represent minimum average roll values (MARV). Values for AOS represent maximum average roll values.</p>				

Geotextile fabric shall contain stabilizers and/or inhibitors to make the fabric resistant to deterioration resulting from exposure to sunlight or heat. Geotextile fabric shall be resistant to commonly encountered soil chemicals, mildew, rot, and insects. Geotextile fabric shall be free of defects or flaws that affect its physical and/or filtering properties. Geotextile fabric shall provide an expected useable life comparable to the anticipated construction period.

Posts shall be either steel or hardwood, essentially straight, with a minimum length of 4 feet. Hardwood posts shall be 2 inch x 2 inch minimum, or equivalent. Metal posts shall be either studded T or U steel type with a minimum weight of 1.28 lbs. per linear foot. Fin anchors shall be used to resist post movement as directed by the Engineer.

Support beams shall be either steel or hardwood essentially straight. Hardwood support beams shall be 2 inch x 2 inch minimum, or equivalent. Metal support beams shall be either studded T or U steel type with or minimum weight of 1.28 lbs per linear foot, or as approved by the Engineer.

Net reinforced fence shall be 2 inch wide by 4 inch high welded wire fabric mesh, 14 gauge minimum. The mesh support height shall be the equivalent height, or greater, of the geotextile fabric to be attached. Plastic grid mesh or other support mesh may be substituted for welded wire mesh as approved by the Engineer.

Attachment of net reinforced fence and geotextile fabric shall be with wire ties, staples, or rings. Wire ties shall be 14 gauge minimum, staples shall be no. 9 wire minimum with a 1/2 inch minimum crown length, and rings shall be galvanized, or as approved by the Engineer.

A prefabricated unit with geotextile fabric, posts, supports, and wire mesh meeting the minimum specifications in this Item may be used in lieu of a constructed inlet protection barrier.

Fiber roll material for inlet protection barrier alternative design shall be as approved by the Engineer.

### 719.3

Construction Methods. No clearing and grubbing or rough cutting, other than as specifically directed by the Engineer to allow for soil testing, surveying and installation of erosion protection and sediment control measures, shall be permitted until sediment control and erosion protection systems are in place.

Inlet protection barriers shall be installed at the locations shown on the construction drawings and in accordance with the Standard Civil Drawing or as directed by the Engineer. Inlet protection barriers shall be



constructed in accordance with an approved schedule that clearly describes the timing during the construction process that the various erosion control measures will be implemented. Inlet protection barriers shall be installed so as surface runoff will percolate through the system and allow sediment to be retained and accumulated.

Posts shall be driven to a minimum depth of 1 foot into the ground. Posts shall be a minimum of 18 inches above the ground. Posts shall be placed with a maximum spacing of 4 feet. Horizontal support beams shall be securely attached from post to post and no higher than the top of the filtering material.

Trenches shall be dug along the upstream side of the barrier to anchor at least 8 inches of the geotextile fabric to prevent underflow. The trench shall be a 6 inch x 6 inch square, or a 4 inch deep V-trench.

Net reinforced fence shall be attached to the posts. Attachment shall be at the top and mid-section. Additional ties or staples shall be added to secure the net reinforced fence to the posts as directed by the Engineer.

Geotextile fabric shall be placed against the side of the trench with approximately 2 inches across the bottom in the upstream direction. Using wire ties or rings, the geotextile fabric shall be attached to the net reinforced fence. The fabric shall be attached at the top and mid-section. The horizontal spacing of the attachment shall be every 24 inches, or less. Additional ties, rings, or staples shall be added to secure fabric to the net reinforced fence or posts as directed by the Engineer. Geotextile fabric shall be entrenched and attached to the posts so as a minimum of 18 inches of the fabric is above the ground.

Geotextile fabric shall be provided in continuous rolls and cut to the length of the barrier, so as to minimize joints. When joints of two sections of fabric are necessary, the fabric shall be spliced together only at a support post. The fabric shall be overlapped a minimum of 6 inches at a post, folded, and secured at six or more places.

After the geotextile fabric has been securely attached, the trench shall be backfilled and hand tamped as approved by the Engineer.

For inlet protection barriers with reinforced filter fabric, if the immediately adjacent surface is a hard packed surface, the geotextile fabric shall extend outward away from the inlet protection barrier and upstream along the hard packed surface for at least 12 inches and be weighed down continuously along the perimeter of the structure with at least 4 inches of clean gravel or nylon gravel filled bags

The Contractor shall inspect the inlet protection barriers at least once every week or as directed by the Engineer. The Contractor shall remove

irregularities which will impede normal flow. Erosion protection and sediment control systems shall be maintained by the Contractor until final stabilization. Damage caused to erosion protection and sediment control systems shall be repaired immediately. (Note: Maintenance for Item 719 is paid for under Item 751 "SWPPP Inspection and Maintenance")

The Contractor is responsible for removal and proper disposal of sediment and debris from the inlet protection barrier system and as directed by the Engineer. Sediment and debris shall not be allowed to flush into the storm sewer system, waterways, and jurisdictional wetlands, or onto adjacent properties. Sediment deposits shall be removed before they reach one-third of the height of the inlet protection barrier.

Uncontaminated sediment can be placed at the project spoil site or, if properly handled, spread out to supplement fill requirements. The Engineer will designate how the sediment deposits are to be handled. Uncontaminated sediment shall not be placed in waterways or jurisdictional wetlands, unless as approved by the Engineer. If sediment has been contaminated, then it shall be disposed of in compliance with current local, State and Federal Regulations. Offsite disposal shall be the responsibility of the Contractor.

After final stabilization and at the direction of the Engineer, the Contractor, when required, shall be responsible for removing all erosion protection and sediment control systems that are not permanent, from the project.

- 719.4 Quality Assurance. The Contractor is responsible for the control of the quality of materials incorporated into the construction and the quality of completed construction. The County will engage materials engineering services to provide quality assurance testing and inspection to assist the Engineer in determining the acceptability of materials and completed construction. Quality assurance services provided by the County do not relieve the Contractor of his responsibility for quality control. The Materials Engineer shall not have control of the means, methods, techniques, sequences or procedures of construction selected by the Contractor.
- 719.5 Measurement. When paid for separately as a pay item, measurement shall be by the unit, for each inlet protection barrier, complete in place.
- 719.6 Payment. Payment for each unit of an inlet protection barrier shall include and be full compensation for all labor, equipment, materials, supervision and for all incidental expenses for the construction of these items, complete in place, where 60 percent of the total unit cost shall be for the furnishing and installing all material. Thus, 40 percent of the total unit cost shall be for the removal of erosion protection and sediment control systems: inlet protection barriers, after final stabilization, at the end of the project.

There are line code(s), description(s), and unit(s) for this Item.

NOTE: This Item requires a Standard Civil Drawing that shall be incorporated into the contract documents.

NOTE: This Item requires other Standard Specifications

Item 751 "SWPPP Inspection and Maintenance"

END OF ITEM 719

ITEM 730

CONCRETE TRUCK WASHOUT STRUCTURES

730.1 Description. This Item shall govern for furnishing, installing and removing concrete washout structures. The description for maintenance is included in this Item, but payment for maintenance is part of Item 751 "SWPPP Inspection and Maintenance".

730.2 Submittals. Concrete truck washout structure shall be used per Standard Civil Drawing.

Submit site plan showing location(s) of concrete truck washout structure(s) for approval.

Submit plan for disposal of both concrete truck washout water and solid concrete wastes for approval.

730.3 Concrete Truck Washout Structure. Refer to the Standard Civil Drawing detail for "Concrete Truck Washout Structure", with sandbags.

730.4 Placement. Do not locate concrete washout structures within 50 feet of storm drain inlets, open drainage facilities or watercourses.

Locate away from construction traffic or access areas to prevent disturbance or tracking.

730.5 Construction. Install a sign adjacent to each temporary concrete washout structure to inform concrete equipment operators to utilize the proper facilities. See Detail sheets for sign dimensions.

Detail – "Below Grade Concrete Truck Washout Structure with Sandbags".

A. Construct temporary concrete truck washout structures below grade with a minimum length and width of 10 feet. Construct and maintain concrete truck washout structures in sufficient quantity and size to contain all liquid and concrete waste generated by washout operations.

B. Remove rocks and other debris in soil base of structure that might tear or puncture the plastic lining.

C. Provide plastic lining material which is a minimum of 10 mil thick polyethylene sheeting. Sheeting shall be free of holes, tears or other defects that compromise the impermeability of the lining. Install lining seams in accordance with manufacturers' recommendations.

- D. Provide sandbags to hold plastic lining in place.
- E. Install 15 feet by 35 feet by 8 inches thick granular fill truck parking pad underlain with geotextile per Item 724 "Stabilized Construction Access".
- F. Install orange safety fence around three sides of the structure as shown on the drawing detail.

730.6 Maintenance. Once concrete wastes are washed into the designated structure and allowed to harden, break up the concrete, remove and dispose in accordance with approved submittal.

Inspect lining integrity and level in concrete washout structure before each rainfall to prevent overtopping due to rainfall and daily during periods of daily rainfall and, at a minimum, once every week.

Repair or replace damaged lining or other damaged or missing parts of the washout structure immediately.

Maintain level in washout structure(s) to provide adequate holding capacity with a minimum freeboard of 12 inches.

Existing washout structure(s) must be cleaned, or new washout structure(s) constructed and ready for use once the washout structure is 75 percent full. Contractor is responsible for any concrete washed out in other location. (Note: Maintenance for Item 730 is paid for under Item 751 "SWPPP Inspection and Maintenance")

730.7 Removal of Concrete Washout Structures. Once concrete washout structures are no longer required, as determined by the Engineer, remove and dispose the hardened concrete and concrete washout water per the approved submittal.

730.8 Material Disposal. Dispose materials used to construct truck washout structure(s) and granular fill parking pad(s) in compliance with current local, State and Federal Regulations.

Remove unusable, objectionable or excess material from the construction work area. Dispose of such material in compliance with current local, State and Federal Regulations.

Disposal of material in the 100-year flood plain without permits is prohibited.

Disposal of material in wetlands or other environmentally sensitive areas without permits is prohibited.

Material disposed of without permits shall be removed and properly disposed of at no cost to the County. Restore the site at no cost to the County.

730.9 Site Restoration. Compact clean fill in pit up to surrounding grade.

Backfill and repair all holes, depressions or other ground disturbances caused by the construction and removal of the concrete washout structure(s).

Restore concrete washout structure area to match surrounding grade and vegetation.

730.10 Measurement. Measurement is as noted as lump sum. No separate measurement will be made for maintenance or removal of accumulated washout structure wastes.

730.11 Payment. Payment is lump sum, for the duration of the project. Payment shall include and be full compensation for all labor, equipment, materials, supervision and for all incidental expenses for the installation of concrete washout structures, complete in place, where 60 percent of the total cost shall be for the furnishing and installation with embankment and excavation. Thus, 40 percent of the total cost shall be for the removal of concrete truck washout structures, after final stabilization, at the end of the project.

No separate payment will be made for maintenance or removal of accumulated washout structure wastes, per this Item. Removal of the concrete washout structure and site restoration is a part of the cost bid for the concrete washout structure. For the Below Grade Concrete Washout Structure shown on the Standard Civil Drawing detail, the sandbags and geotextile are incidental to the cost of the concrete truck washout structure.

There are line code(s), description(s), and unit(s) for this Item.

NOTE: This Item requires a Standard Civil Drawing that shall be incorporated into the contract documents.

NOTE: This Item requires other Standard Specifications.

Item 724 "Stabilized Construction Access"

Item 751 "SWPPP Inspection and Maintenance".

END OF ITEM 730

SPECIAL PROVISION TO ITEM 1

"DEFINITION OF TERMS"

For this project, Item 1 of the Harris County General Conditions is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby:

THE TERM "DEPARTMENT," "HARRIS COUNTY," "HARRIS COUNTY ENGINEERING DEPARTMENT", SHALL, IN THE USE OF THE STANDARD SPECIFICATIONS FOR ALL WORK IN CONNECTION WITH THIS PROJECT, BE DEEMED TO MEAN GALVESTON COUNTY, PARTY OF THE FIRST PART IN ACCOMPANYING CONTRACT OR CONTRACTS. ANY REFERENCE IN THE HARRIS COUNTY STANDARD SPECIFICATIONS TO THE HARRIS COUNTY, ITS OFFICIALS, EMPLOYEES, OR AGENTS SHALL BE DEEMED TO MEAN GALVESTON COUNTY, ITS OFFICIALS, EMPLOYEES, OR AGENTS.

Article 1.19, "ENGINEER", is revised to read in its entirety as follows:

1.19 ENGINEER. Galveston County Engineer or his authorized representatives. If a representative is authorized to function as the ENGINEER'S representative with respect to certain ENGINEER'S activities that representative's responsibilities and obligations shall be limited as provided in Article 1.36.

Article 1.20, "INSPECTOR," is revised to read in its entirety as follows:

1.20 INSPECTOR. The representative of the ENGINEER assigned and authorized to observe or inspect any or all parts of the work and the material to be used therein. A representative is authorized to function as the ENGINEER'S representative with respect to certain activities, and that representative's responsibilities and obligations shall be limited as provided in Article 1.36.

## Special Provisions to Item 1

### "DEFINITION OF TERMS"

#### ADDITIONAL ARTICLES ARE ADDED AS FOLLOWS:

1.36 CONSULTING ENGINEER. Independent engineering firms contracting with Galveston County for the providing of professional engineering services. The engineering firms are the representatives of Galveston County only to the extent provided in the Contract documents and in such special instances where they are specifically authorized by Galveston County so to act. All powers and rights assigned by Galveston County to the engineering firms with respect to the work are solely and exclusively for the benefit of Galveston County and not for the CONTRACTOR. In carrying out of its powers and rights assigned by Galveston County the engineering firms shall function as a representative of Galveston County and shall act by and for Galveston County. Irrespective of what authority may be assigned by Galveston County to the engineering firms, CONTRACTOR remains fully and solely responsible and liable for its obligations to perform the work in accordance with the requirements of the plans and specifications; to insure against failures in safety precautions; to carry out his work pursuant to safe methods of construction; to select and fulfill the proper manner, means, and methods in performing the work in order to meet the plans and specifications; and to complete the work in accordance with the contract documents.



# Item 500

## Mobilization



### 1. DESCRIPTION

Establish and remove offices, plants, and facilities. Move personnel, equipment, and supplies to and from the project or the vicinity of the project site to begin work or complete work on Contract Items. Bonds and insurance are required for performing mobilization.

For Contracts with emergency mobilization, provide a person and method of contact available 24 hrs. a day, 7 days a week unless otherwise shown on the plans. The time of notice will be the transmission time of the written notice or notice provided orally by the Department's representative.

### 2. MEASUREMENT

This Item will be measured by the lump sum or each as the work progresses. Mobilization is calculated on the base bid only and will not be paid for separately on any additive alternate items added to the Contract.

### 3. PAYMENT

For this Item, the adjusted Contract amount will be calculated as the total Contract amount less the lump sum for mobilization. Except for Contracts with callout or emergency work, mobilization will be paid in partial payments as follows:

- Payment will be made upon presentation of a paid invoice for the payment or performance bonds and required insurance,
- Payment will be made upon verification of documented expenditures for plant and facility setup. The combined amount for all these facilities will be no more than 10% of the mobilization lump sum or 1% of the total Contract amount, whichever is less,
- When 1% of the adjusted Contract amount for construction Items is earned, 50% of the mobilization lump sum bid or 5% of the total Contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount,
- When 5% of the adjusted Contract amount for construction Items is earned, 75% of the mobilization lump sum bid or 10% of the total Contract amount, whichever is less, will be paid. Previous payments under the Item will be deducted from this amount,
- When 10% of the adjusted Contract amount for construction Items is earned, 90% of the mobilization lump sum bid or 10% of the total Contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount,
- Upon final acceptance, 97% of the mobilization lump sum bid will be paid. Previous payments under this Item will be deducted from this amount, and
- Payment for the remainder of the lump sum bid for "Mobilization" will be made after all submittals are received, final quantities have been determined and when any separate vegetative establishment and maintenance, test, and performance periods provided for in the Contract have been successfully completed.

For projects with extended maintenance or performance periods, payment for the remainder of the lump sum bid for "Mobilization" will be made 6 months after final acceptance.

For Contracts with callout or emergency work, "Mobilization," will be paid as follows:

- Payment will be made upon presentation of a paid invoice for the payment of performance bonds and required insurance,
- Mobilization for callout work will be paid for each callout work request, and
- Mobilization for emergency work will be paid for each emergency work request.

## SPECIAL PROVISIONS

### SPECIAL PROVISION TO ITEM 1

#### "DEFINITION OF TERMS"

For this project, Item 1 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby:

THE TERM "DEPARTMENT," "STATE," "STATE HIGHWAY DEPARTMENT OF TEXAS", "TxDOT", "TEXAS DEPARTMENT OF TRANSPORTATION", STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION," "STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION COMMISSION," "COMMISSION," AND "STATE HIGHWAY COMMISSION," SHALL, IN THE USE OF THE STANDARD SPECIFICATIONS FOR ALL WORK IN CONNECTION WITH THIS PROJECT, BE DEEMED TO MEAN GALVESTON COUNTY, PARTY OF THE FIRST PART IN ACCOMPANYING CONTRACT OR CONTRACTS. ANY REFERENCE IN THE TEXAS STANDARD SPECIFICATIONS TO THE STATE OF TEXAS, ITS OFFICIALS, EMPLOYEES, OR AGENTS SHALL BE DEEMED TO MEAN GALVESTON COUNTY, ITS OFFICIALS, EMPLOYEES, OR AGENTS.

Articles 1.26, "Certificate of Insurance" ; 1.28, "Commission", 1.47, "Department", 1.70 "Letting Official " and 1.124 "State" are deleted.

Article 1.53, "ENGINEER", is revised to read in its entirety as follows:

1.53 ENGINEER. Galveston County Engineer or his authorized representatives. If a representative is authorized to function as the ENGINEER'S representative with respect to certain ENGINEER'S activities that representative's responsibilities and obligations shall be limited as provided in Article 1.148.

Article 1.64, "INSPECTOR," is revised to read in its entirety as follows:

1.64 INSPECTOR. The representative of the ENGINEER assigned and authorized to observe or inspect any or all parts of the work and the material to be used therein. A representative is authorized to function as the ENGINEER'S representative with respect to certain activities, and that representative's responsibilities and obligations shall be limited as provided in Article 1.148.

## Special Provisions to Item 1

### "DEFINITION OF TERMS"

#### ADDITIONAL ARTICLES ARE ADDED AS FOLLOWS:

1.148 CONSULTING ENGINEER. Independent engineering firms contracting with Galveston County for the providing of professional engineering services. The engineering firms are the representatives of Galveston County only to the extent provided in the Contract documents and in such special instances where they are specifically authorized by Galveston County so to act. All powers and rights assigned by Galveston County to the engineering firms with respect to the work are solely and exclusively for the benefit of Galveston County and not for the CONTRACTOR. In carrying out of its powers and rights assigned by Galveston County the engineering firms shall function as a representative of Galveston County and shall act by and for Galveston County. Irrespective of what authority may be assigned by Galveston County to the engineering firms, CONTRACTOR remains fully and solely responsible and liable for its obligations to perform the work in accordance with the requirements of the plans and specifications; to insure against failures in safety precautions; to carry out his work pursuant to safe methods of construction; to select and fulfill the proper manner, means, and methods in performing the work in order to meet the plans and specifications; and to complete the work in accordance with the contract documents.

SPECIAL PROVISION TO ITEM 2

INSTRUCTIONS TO BIDDERS

For this project, Item 2 of the Texas Standard Specifications is hereby deleted in its entirety.

The Instructions to Bidders is included elsewhere in the Contract Documents.

SPECIAL PROVISION TO ITEM 3  
AWARD AND EXECUTION OF CONTRACT

For this project, Item 3 of the Texas Standard Specifications is hereby deleted in its entirety.

The Award and Execution of Contract is included elsewhere in the Contract Documents.

## SPECIAL PROVISION TO ITEM 4

### SCOPE OF WORK

For this project, Item 4 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 4.2 "CHANGES IN WORK;" ARTICLE 4.3 "DIFFERING SITE CONDITIONS" and ARTICLE 4.4 "REQUESTS AND CLAIMS FOR ADDITIONAL COMPENSATION" are deleted in their entirety and replaced by Article 41 "CHANGES and ALTERATIONS" and ARTICLE 42 "EXTRA WORK" of "Special Provisions for Construction".

## SPECIAL PROVISION TO ITEM 5

### CONTROL OF THE WORK

For this project, Item 5 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 5.2 "PLANS AND WORKING DRAWINGS." The first sentence of the first paragraph is hereby revised to read as follows:

When required, the Contractor shall provide working drawings to supplement the plans with all necessary details not included on the Contract plans.

ARTICLE 5.5 "COOPERATION OF CONTRACTOR." The last sentence of the first paragraph is hereby revised to read as follows:

The Contractor will be supplied with three (3) copies of the plans, specifications and special provisions and he shall have one (1) copy of each available on the project at all times.

ARTICLE 5.6 "CONSTRUCTION SURVEYING," is hereby deleted in its entirety.

ARTICLE 5.7 "INSPECTION." The sixth sentence of the second paragraph is hereby revised to read as follows:

If the uncovered work is acceptable, the costs to uncover, remove and replace or make good the parts removed will be paid for in accordance with Article 41. "Changes and Alterations" of "Special Provisions for Construction".

ARTICLE 5.8 "FINAL ACCEPTANCE," is hereby deleted in its entirety. It is replaced by Article 6(b). "PAYMENTS TO CONTRACTOR, FINAL PAYMENT" of "Special Provisions for Construction".



SPECIAL PROVISION TO ITEM 6

CONTROL OF MATERIALS

For this project, Item 6 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 6.1 "SOURCE CONTROL." Paragraph A. "Buy America" and B. "Buy Texas" are hereby deleted in their entirety.

ARTICLE 6.7 "Department-furnished Material" is hereby deleted in its entirety.

## SPECIAL PROVISION TO ITEM 7

### LEGAL RELATIONS AND RESPONSIBILITIES

For this project, Item 7 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 7.4 "INSURANCE AND BONDS" is hereby deleted in its entirety.

ARTICLE 7.5 "RESTORING SURFACES OPENED BY PERMISSION." The third sentence of the first paragraph is hereby revised to read as follows:

Payment for repair of surfaces opened by permission will be made in accordance with Article 41. "Changes and Alterations" of "Special Provisions for Construction".

## SPECIAL PROVISION TO ITEM 8

### PROSECUTION AND PROGRESS

For this project, Item 8 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 8.1 "PROSECUTION OF WORK" The third sentence in the first paragraph is hereby revised to read as follows:

"The Contractor shall begin the work to be performed under the contract within ten (10) days after the date of the authorization to begin work as shown on the work order.

ARTICLE 8.2 "PROGRESS SCHEDULES", B. "CONSTRUCTION CONTRACTS" The first sentence in the first paragraph is hereby revised to read as follows:

If required by the Engineer, before starting work on a construction Contract, prepare and submit a progress schedule based on the sequence of work and traffic control plan shown in the Contract.

## SPECIAL PROVISION TO ITEM 9

### MEASUREMENT AND PAYMENT

For this project, Item 9 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 9.2 "PLANS QUANTITY MEASUREMENT" is hereby revised to read as follows: Plans quantities may not represent the exact quantity of work performed or material moved, handled, or placed during the execution of the Contract. The estimated bid quantities are designated as final payment quantities.

ARTICLE 9.4 "PAYMENT FOR EXTRA WORK" is hereby revised to read as follows:

Extra work ordered, performed and accepted will be paid for in accordance with ARTICLE 42, "EXTRA WORK" of "Special Provisions for Construction".

ARTICLE 9.5 "FORCE ACCOUNT" is hereby deleted in its entirety.

ARTICLE 9.6 "PROGRESS PAYMENTS" is hereby deleted in its entirety and replaced by ARTICLE 36, "PROGRESS PAYMENTS AND RETAINAGE" of Section IV, "General Terms and Conditions".

ARTICLE 9.8 "FINAL PAYMENT" and ARTICLE 40, "FINAL PAYMENT" are hereby deleted in their entirety and replaced by ARTICLE 6(b), "PAYMENTS TO CONTACTOR, FINAL PAYMENT" of "Special Provisions for Construction".

## SPECIAL PROVISION TO ITEM 01270

### MEASUREMENT AND PAYMENT

For this project, Item 01270 of the City of Houston Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 1.03 "UNIT QUANTITIES SPECIFIED" is hereby deleted in its entirety.

ARTICLE 1.04 "MEASUREMENT OF QUANTITIES" is hereby revised to read as follows: Plans quantities may not represent the exact quantity of work performed or material moved, handled, or placed during the execution of the Contract. The estimated bid quantities are designated as final payment quantities.

ARTICLE 1.05B is hereby revised to read as follows:

Total compensation for required Unit Price work shall be included in Unit Price bid in Document Bid Proposal Form. Claims for payment as Unit Price work, but not specifically covered in the list of Unit Prices contained in Document Bid Proposal, will not be accepted.

ARTICLE 1.05C is hereby deleted in its entirety.

ARTICLE 1.06 "NONCONFORMANCE ASSESSMENT" hereby revised to read as follows:

A. Remove and replace work, or portions of the Work, not conforming to the Contract documents.

B. When not practical to remove and replace work, County Engineer will direct one of the following remedies:

1. Nonconforming work will remain as is, but Unit Price will be adjusted lower at discretion of County Engineer.

2. Nonconforming work will be modified as authorized by County Engineer, and the Unit Price will be adjusted lower at the discretion of County Engineer, when modified work is deemed less suitable than specified.

C. Specification sections may modify the above remedies or may identify a specific formula or percentage price reduction.

D. Authority of County Engineer to assess nonconforming work and identify payment adjustment is final.



**New Solutions...**



**...to Old Problems**

**CHANNEL LOCK®**



BLOCK SPECIFICATIONS									
Dimensions			Specific Weight Lbs/Ft <sup>3</sup>	Compressive Strength/PSI	Max Absorption Avg. of 3 Units	Coverage Area Per Block	Weight Lbs/Ft <sup>2</sup>	Weight Per Block	Open Area %
A	B	C							
15"	15"	4 1/2"	130-150	4,000	10%	1.56 S.F.	36 Lbs.	56 Lbs.	18-23%
15"	15"	5 1/2"	130-150	4,000	10%	1.56 S.F.	43 Lbs.	66 Lbs.	18-23%
15"	15"	8"	130-150	4,000	10%	1.56 S.F.	75 Lbs.	118 Lbs.	18-23%
A	B	C							
15"	15"	4 1/2"	130-150	4,000	10%	1.56 S.F.	42 Lbs.	65 Lbs.	5%-7%
15"	15"	5 1/2"	130-150	4,000	10%	1.56 S.F.	50 Lbs.	78 Lbs.	5%-7%
15"	15"	8"	130-150	4,000	10%	1.56 S.F.	83 Lbs.	130 Lbs.	5%-7%

### As Approved & Utilized By:

- U.S. Army Corps of Engineers
- Texas Department of Transportation
- Harris County Flood Control District
- CAL-TRANS ( California Transportation )
- City of Houston, TX
- City of Corpus Christi, TX
- City of San Diego, CA
- City of Henderson, NV
- U.S. Parks & Wildlife
- FEMA ( Federal Emergency Management Assistance )



P.O. Box 891586 • Houston, TX 77289-1586  
 PH: 281-286-2120 • FAX: 281.286.2133 • eppchannellock@aol.com  
[www.eppchannellock.com](http://www.eppchannellock.com)

Channel Lock® is a Registered Trademark of Erosion Prevention Products. All Rights Reserved.  
 US Patent No. 5,556,228. Other Patents pending. Copyright July 2007

SPECIFICATIONS  
FOR

# CHANNEL LOCK II<sup>®</sup>

CLASS 450 OPEN CELL  
FLEXIBLE REVETMENT SYSTEM



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FOR  
EROSION CONTROL**

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**PART 1 - GENERAL**

**1.1 SCOPE OF WORK:**

This item consists of furnishing and installing an interlocking flexible revetment system (cellular concrete blocks) in accordance with the lines, grades, design and dimensions shown on the plan and drawings and specified herein.

**1.2 REFERENCES:**

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designations only.

**American Society for Testing and Materials (ASTM) Publications.**

<u>ASTM C 33-97</u>	Concrete Aggregates
<u>ASTM C 140-91</u>	Sampling and Testing Concrete Masonry Units
<u>ASTM D-7277</u>	Standard Test Method for Performance Testing of Articulating Concrete Block (ACB) Revetment Systems for Hydraulic Stability in Open Channel Flow
<u>ASTM D-7276</u>	Standard Guide for Analysis and Interpretation of Test Data for Articulating Concrete Block (ACB) Revetment Systems in Open Channel Flow.

**US Federal Highway Administration (FHWA) and US Bureau of Reclamation (USBR)**

<u>FHWA RD-89-199</u>	Hydraulic Stability of Articulated Concrete Block Revetment Systems During Overtopping Flow
-----------------------	---

**1.3 DELIVERY, STORAGE AND HANDLING OF MATERIALS:**

Materials delivered to the site shall be inspected for damage, unloaded and stored with the minimum of handling. Contractor may designate a storage site at the project for materials to be delivered and stored prior to placement if needed. Storage site to be approved by the Contracting Officer. Materials shall not be stored directly on the ground and shall be kept free of dirt and debris. Materials shall be so handled as to ensure delivery to the site in sound undamaged condition. Synthetic geotextiles that are not to be installed immediately shall be protected from the direct sunlight and in accordance with the applicable portions of the SECTION entitled GEOTEXTILES.

**1.4 MEASUREMENT:**

Unit of measurement for the cellular concrete blocks shall be by the square feet of surface area satisfactorily covered with the cellular concrete blocks.

**1.5 PAYMENT:**

Unit of payment for acceptable cellular concrete blocks placed will be made at the contract unit price per square foot for “cellular concrete blocks”, which price shall include costs of furnishing, hauling and placing the cellular concrete blocks.

## **PART 2 - PRODUCTS**

### **2.1 DESIGN CRITERIA:**

The interlocking flexible revetment system shall be as described herein known as Channel Lock II, or an approved equal design by the engineer. Hydraulic test data and block performance according to FHWA-RD-89-199 will be required to be submitted for approval by the Contracting Officer. The 4.5" concrete blocks shall be a minimum of 36 lbs. PSF (per square foot), shall withstand water velocity of 26.1 FPS and have a critical shear stress value of 31.8 lbs. PSF (at 0 Horizontal). The ACB System shall have been tested on a 2H:1V slope, direction of flow, according to ASTM D-7277

### **2.2 CELLULAR CONCRETE BLOCKS:**

The cellular concrete blocks shall be octagonal shaped with interlocking components four directional within a 15" module. Each component shall resist horizontal movement when interlocked into adjacent blocks. (Interlock is hereby defined as the inability to pull apart or separate when one component is placed in conjunction with another component). The assembled blocks shall be the open-cell type and have a void space of approximately 18 to 24% to allow for re-vegetation.

#### **2.21 Concrete Materials:**

The compressive strength of the concrete shall be a minimum of 4000 PSI at 28 days. The core compressive strength shall not be less than the minimum and test cores shall be tested at the engineer's option. Test procedures shall be in accordance with ASTM C 140-91. Cores failing to meet the minimum compressive strength requirements shall be cause for rejection of the represented lot by the engineer.

#### **2.22 Aggregate:**

The aggregate shall meet the requirements of ASTM C 33-97, except for grading. Aggregate grading shall be reasonably consistent and shall be well-graded from the maximum size which can be conveniently handled with available equipment

### **2.3 FILTER FABRIC:**

The filter fabric used for cellular concrete blocks shall be in accordance with the SECTION entitled GEOTEXTILES.

## **PART 3 - EXECUTION**

### **2.4 FOUNDATION PREPARATION:**

Areas on which filter fabric and cellular concrete blocks are to be placed shall be constructed to the lines and grades shown. The subgrade for the cellular concrete blocks shall be free of voids, pits and depressions. Voids, pits and depressions shall be brought to grade by backfilling in accordance with the applicable portions of the SECTION entitled EXCAVATION, or as directed by the Engineer. Obstructions, such as roots and projecting stones larger than 1 inch remaining on the surface, shall be removed and the soft or low-density pockets of material removed shall be filled with selected material and compacted to a minimum of 95% proctor density.

3.12 Perimeter:

Excavation and preparation for anchor trenches, side trenches, toe trenches and aprons shall be done in accordance to the lines, grades and dimensions shown on the plans.

2.41 Inspection:

Immediately prior to placing the filter fabric and cellular concrete blocks, the prepared area shall be inspected by the Contractor and approved before the fabric or blocks are placed thereon.

**2.5 INSTALLATION OF CELLULAR CONCRETE BLOCKS:**

3.21 Filter Fabric:

Placement of filter fabric shall be installed in accordance with the SECTION entitled GEOTEXTILES and as stated herein.

3.22 Placement of Cellular Concrete Blocks:

Cellular concrete blocks shall be placed within the limits shown. The blocks shall be interlocked in a manner which discourages any vertical displacement or horizontal movement. The cellular concrete blocks shall be placed on the filter fabric in such a manner as to produce a level surface. No more than 200 linear feet of filter fabric shall be laid before covered with concrete blocks. Fabric installed more than two (2) days not covered by blocks shall be lifted and the surface of the slope inspected for slope defects. The Contracting Officer will require uncovered fabric to be lifted after heavy rainfall to inspect for slope damage. The manufacturer, Contractor and Client shall discuss subgrade preparation, geotextile and cellular block placement at the pre-construction meeting to ensure that all parties are aware of the issues regarding installation. The manufacturer of the cellular concrete blocks shall be present during the first week of block placement to assist the Contractor. The Contractor shall furnish a certificate from the manufacturer or an authorized representative thereof stating that the blocks were installed correctly. Final acceptance and approval of the installation will be made by the Contracting Officer.

3.23 Quality Control:

Equipment shall not be allowed on the installed concrete blocks until topsoil is placed over the revetment system to refrain from breaking or damaging any blocks.

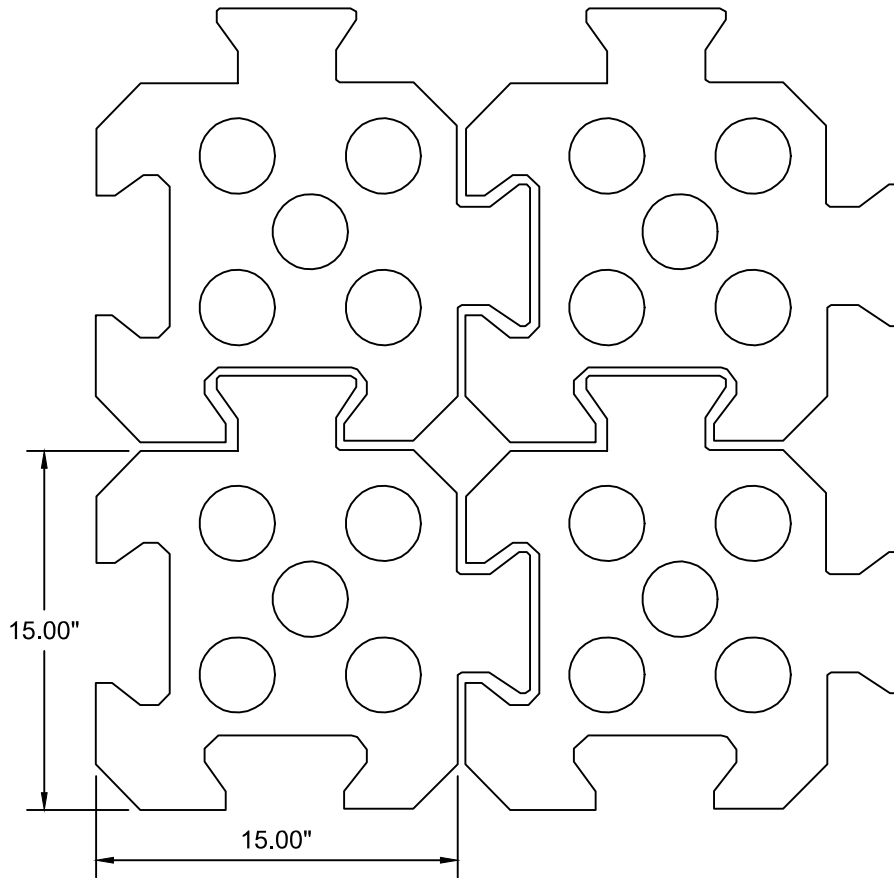
**2.6 FINISHING:**

3.41 The voids of the cellular concrete blocks for the limits shown shall be filled with aggregate per directions by the Engineer. The blocks surface shall be inspected for damage - individual blocks which are cracked and reduce the individual block weight to 1/3 shall be replaced prior to the placement of aggregate.

**2.7 CONTRACTOR QUALITY CONTROL:**

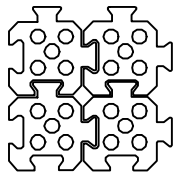
The Contractor shall inspect for compliance with contract requirements and record the inspection of operations including but not limited to the following as applicable:

- (1) Preparation of surface to receive cellular concrete blocks or mattresses
- (2) Individual concrete blocks and filter fabric soundness and free of defects
- (3) Assembly of cellular concrete blocks and filter fabric on the prepared subgrade



**NOTES:**

1. GEOTEXTILE TYPE VARIES DEPENDING ON SOIL CONDITIONS.
2. BLOCKS TO BE BACKFILLED WITH NATIVE BACKFILL AND SEEDED FOR VEGETATION.
3. EACH UNIT COVERS 1.5625 SQ.FT.



**Channel-Lock II**  
Flexible Revetment System

**EROSION PREVENTION PRODUCTS**

P.O. Box 891586  
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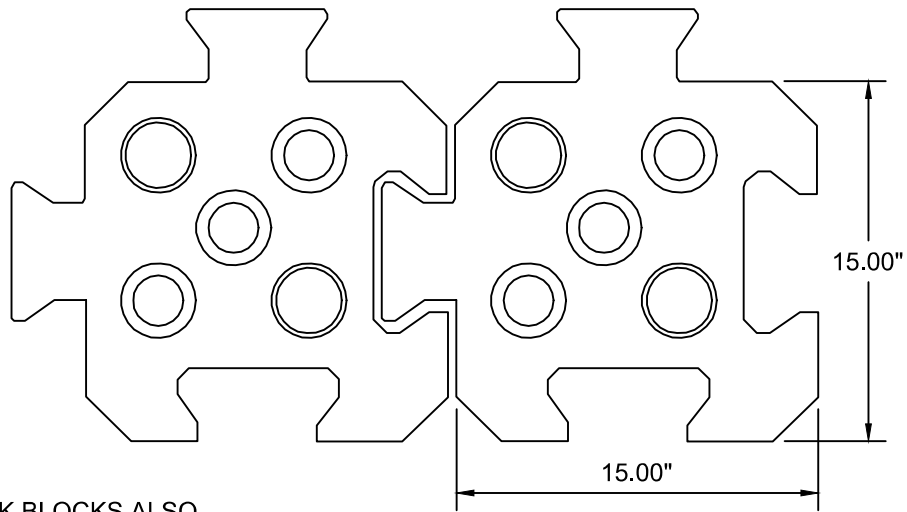
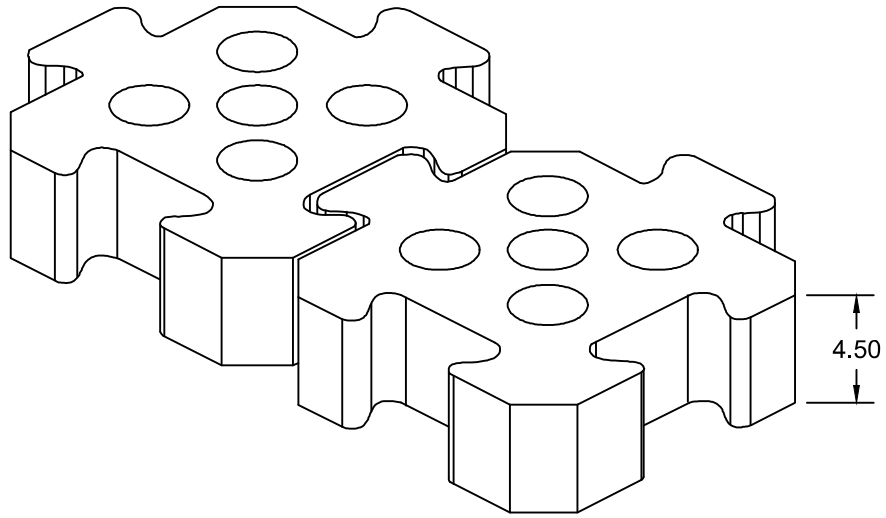
**CHANNEL LOCK II  
BLOCK DETAILS**

CAD File Name:

BLOCK

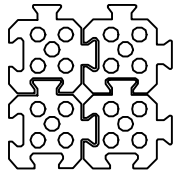
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SHEET 1 OF 1



**NOTES:**

1. 6" AND 8" THICK BLOCKS ALSO AVAILABLE



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**CHANNEL LOCK II**  
**4.5" THICK**

CAD File Name:

BLOCK

SCALE: N/A

SHEET 1 OF 1

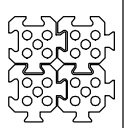
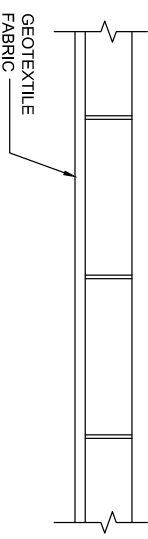
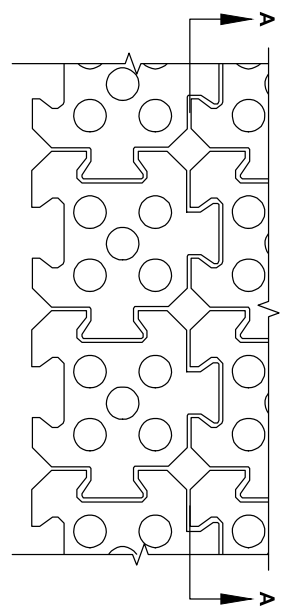
45° ANGLE MAT LAYOUT

SEE ENLARGED VIEWS  
(THIS SHEET)

**CHANNEL LOCK II CONNECTION  
PLAN VIEW**

90° ANGLE MAT LAYOUT

GEOTEXTILE FABRIC



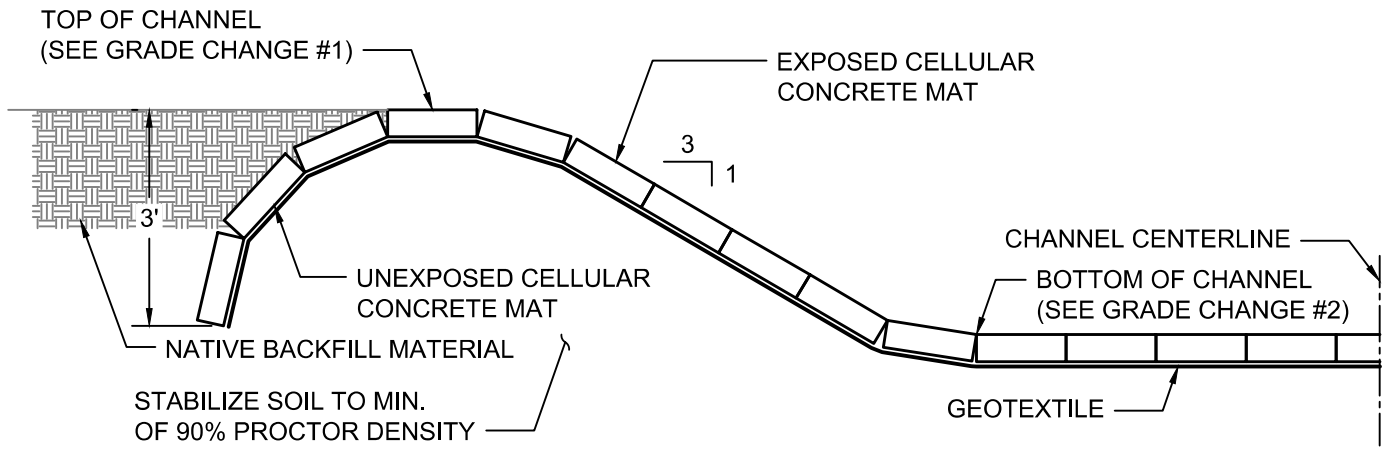
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**EROSION PREVENTION PRODUCTS**  
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**CHANNEL LOCK II  
CONNECTION DETAILS**

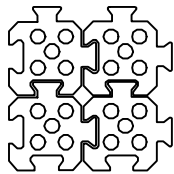
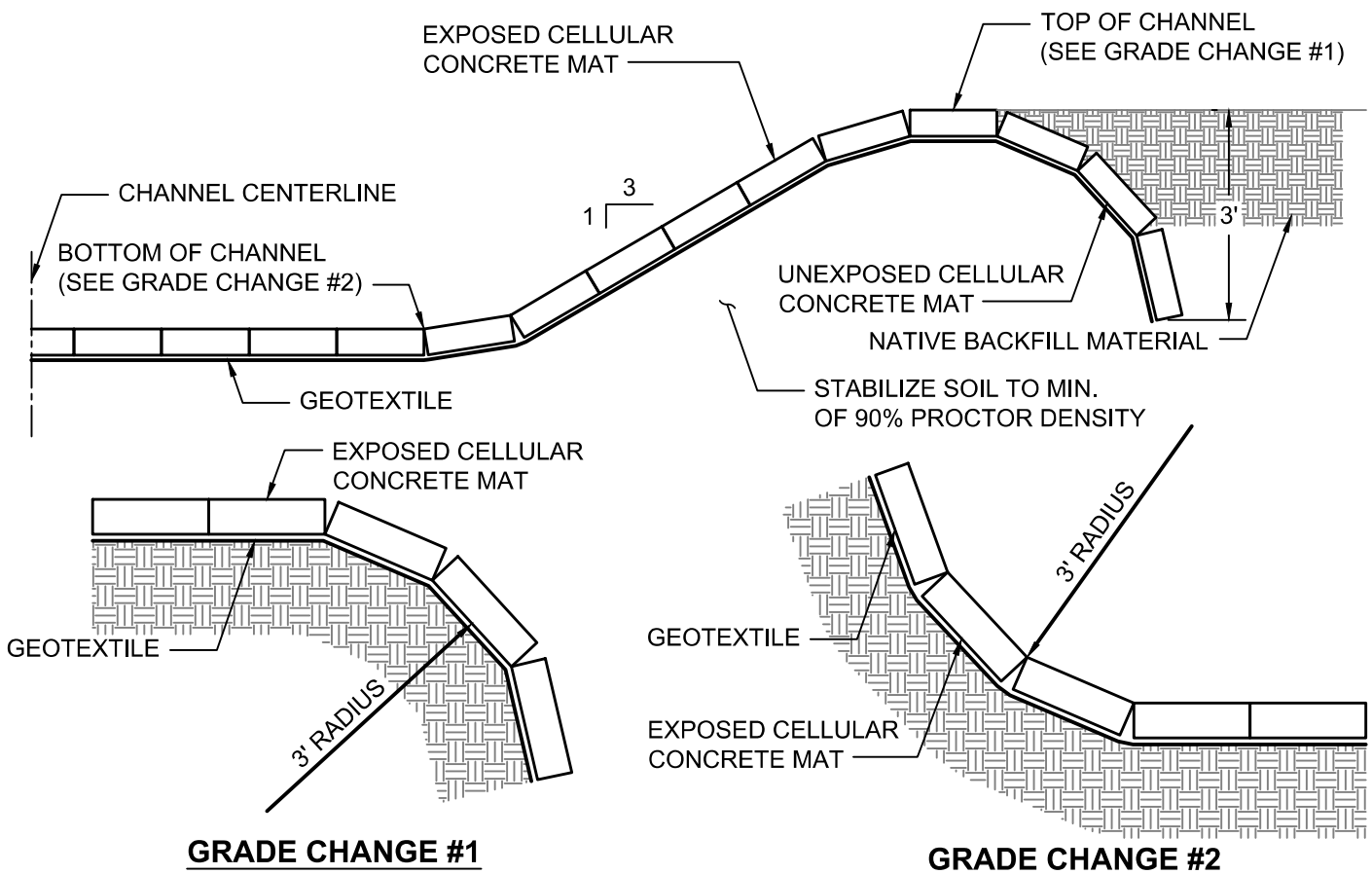
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SCALE: N/A SHEET 1 OF 1





**TRAPEZOIDAL CHANNEL**



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Flexible Revetment System

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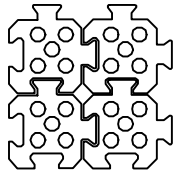
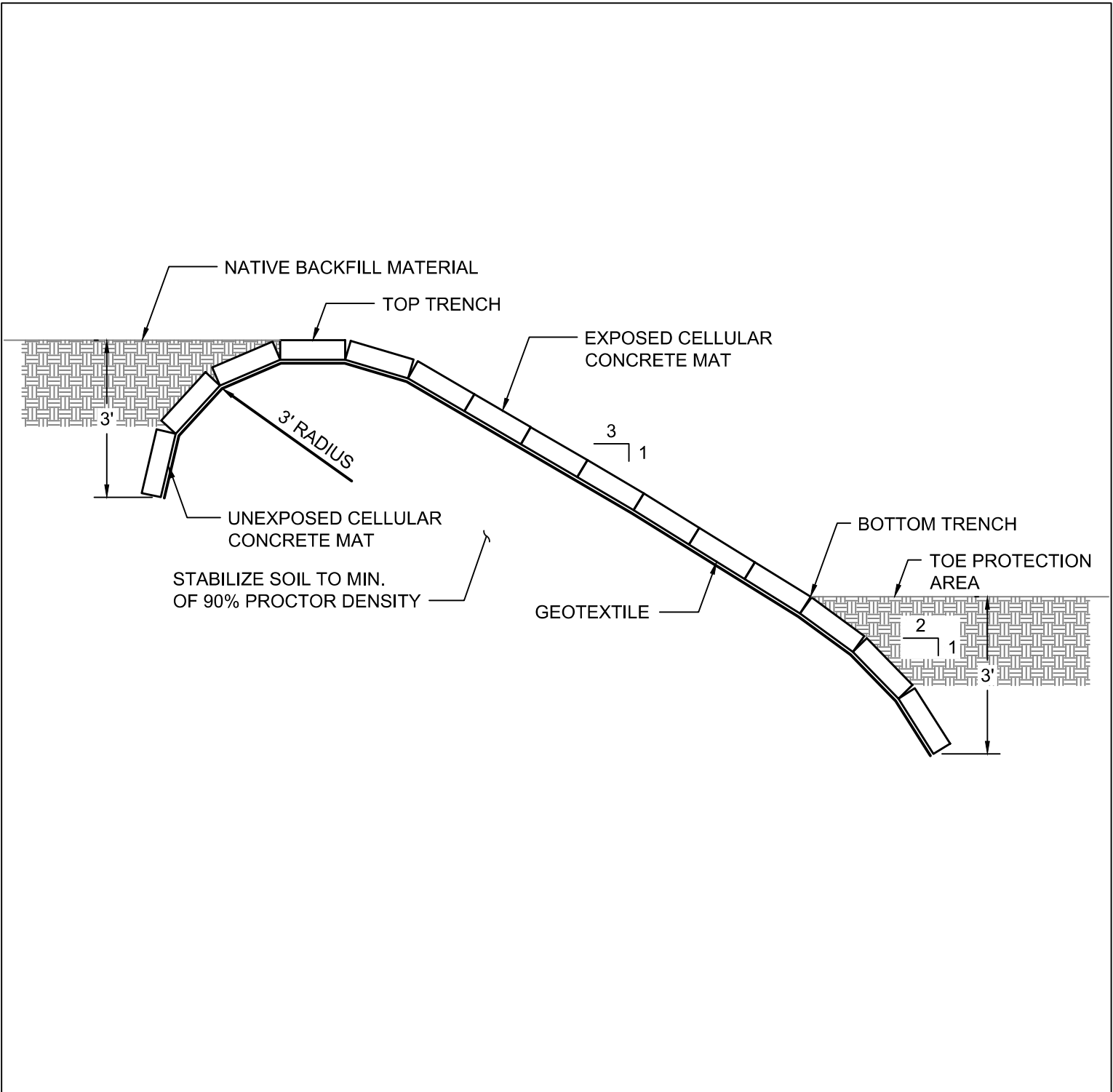
**TRAPEZOIDAL CHANNEL  
DETAIL**

CAD File Name:

TRAP-CHA

SCALE: N/A

SHEET 1 OF 1



**Channel-Lock II**  
Flexible Revetment System

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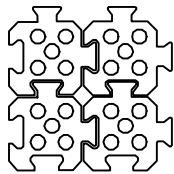
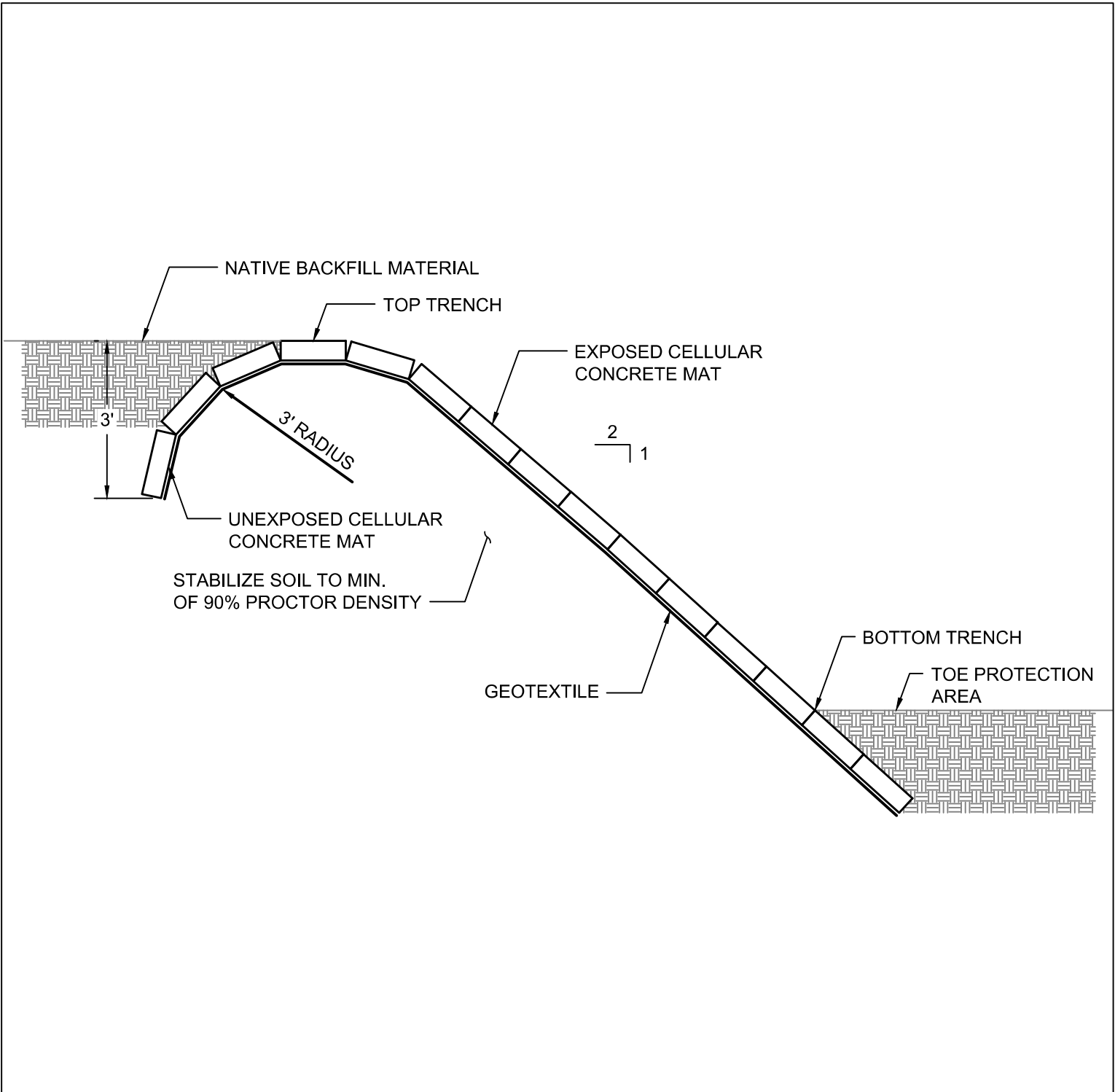
**STANDARD SLOPE DETAIL**

CAD File Name:

SLOPE 3 1

SCALE: N/A

SHEET 1 OF 1



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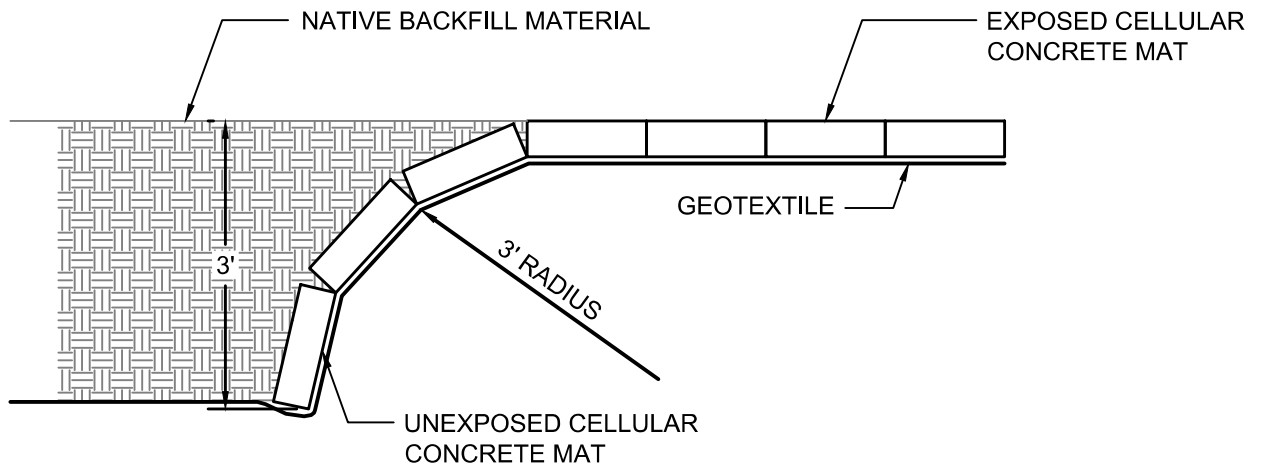
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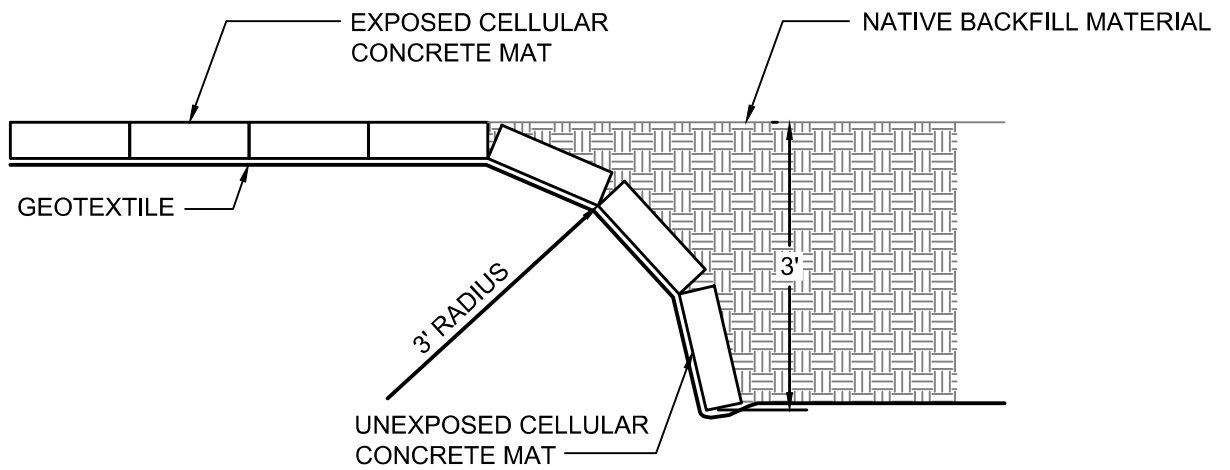
SLOPE 2 1

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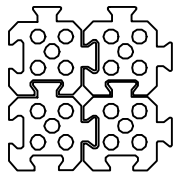
SHEET 1 OF 1



**UPSTREAM FLANK**



**DOWNSTREAM FLANK**



**Channel-Lock II**  
Flexible Revetment System

**EROSION PREVENTION PRODUCTS**

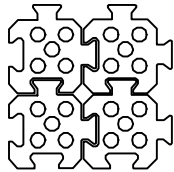
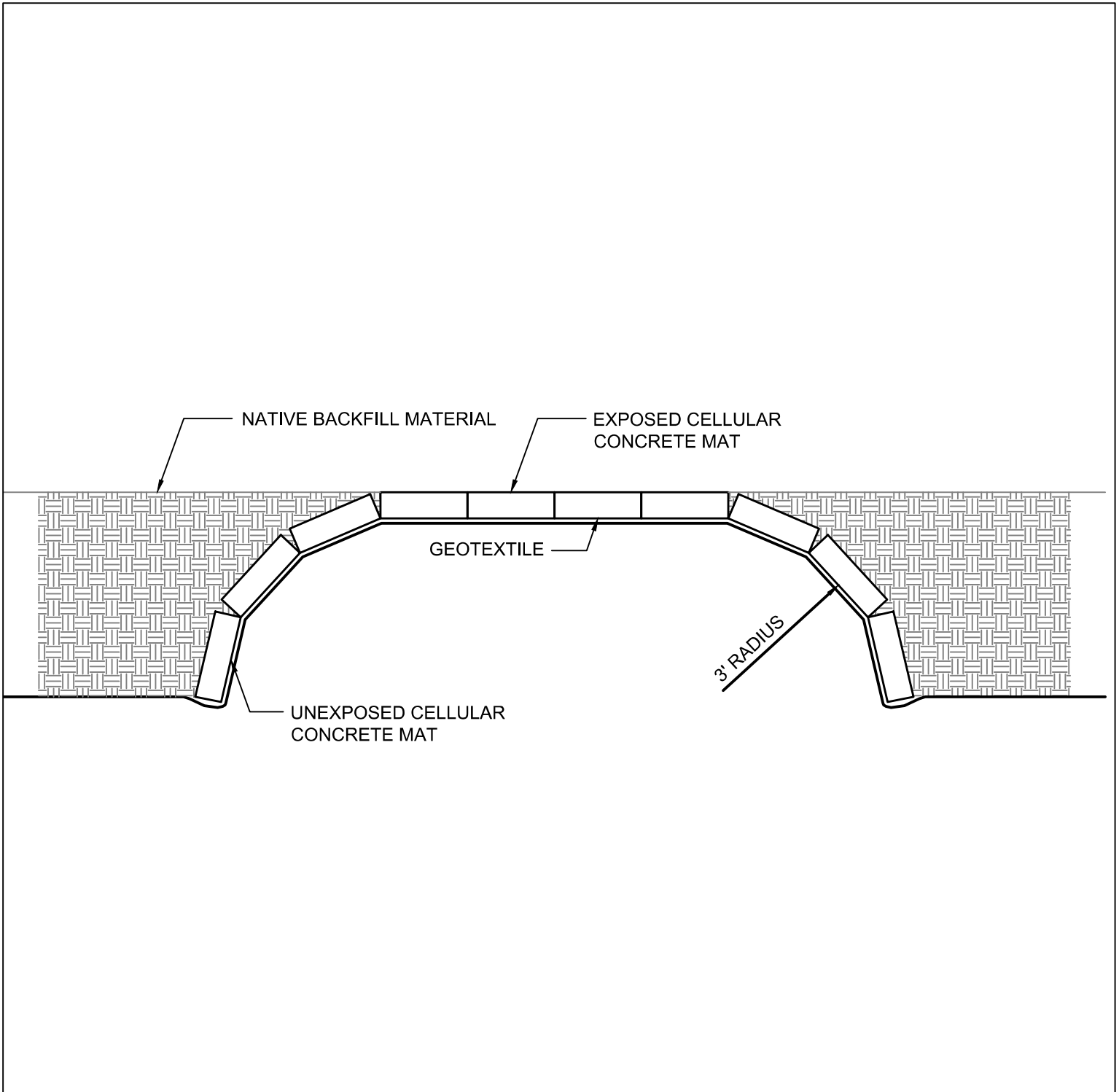
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**UPSTREAM  
AND DOWNSTREAM  
FLANK DETAILS**

CAD File Name: FLANKS

SCALE: N/A

SHEET 1 OF 1



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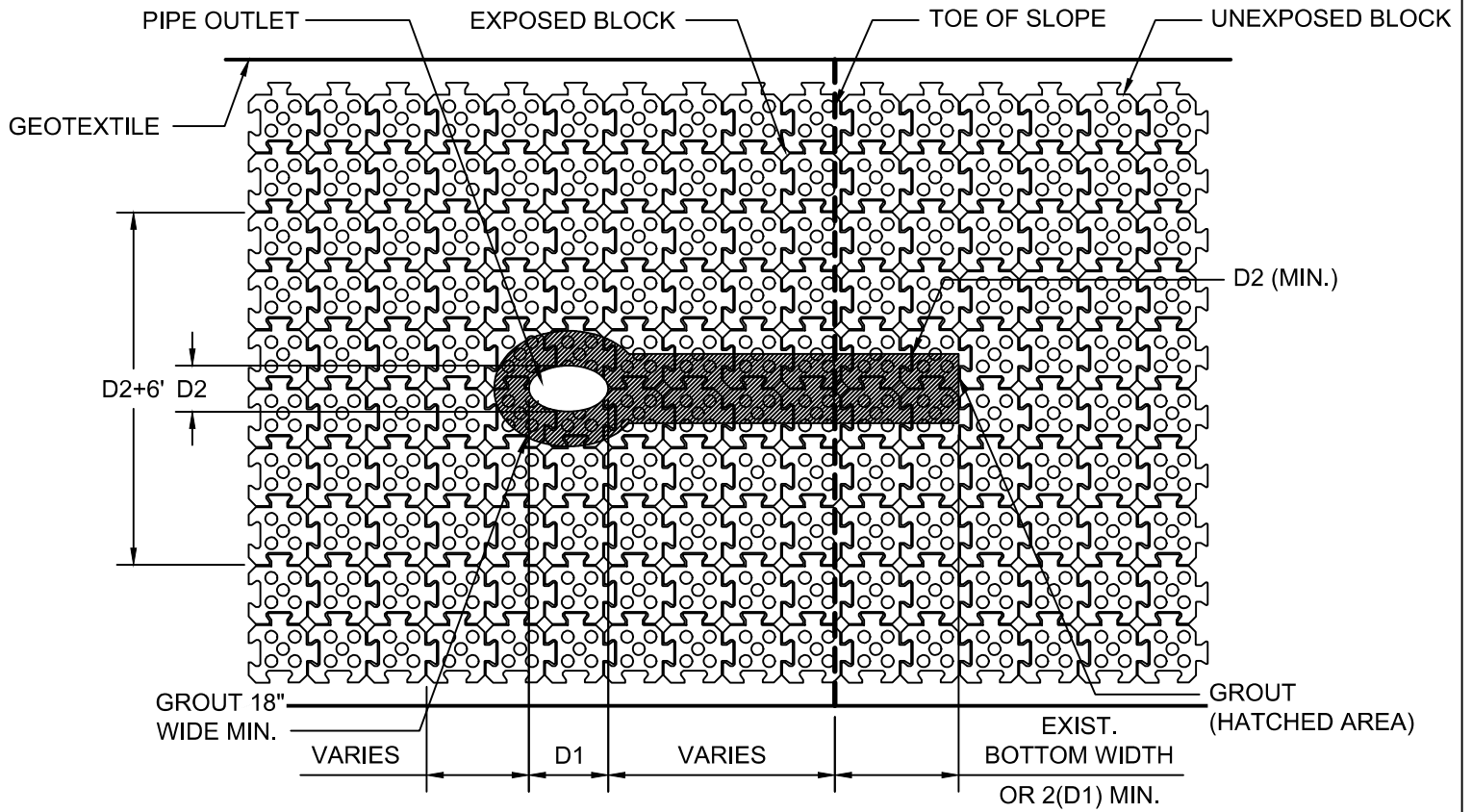
## SIDE FLANK DETAILS

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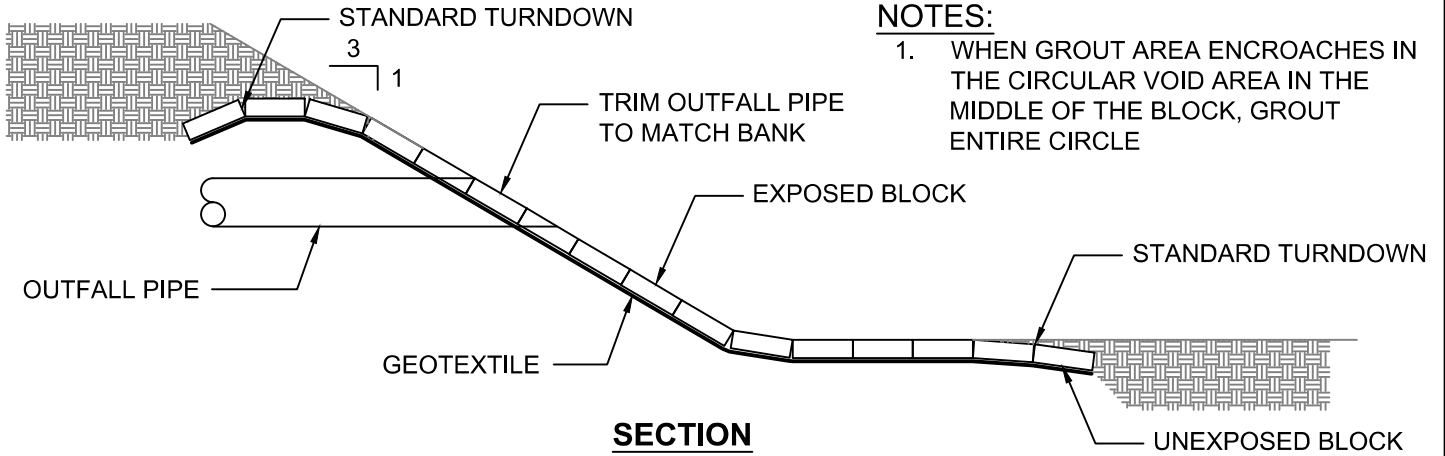
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SHEET 1 OF 1



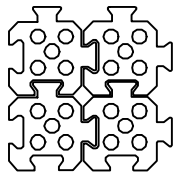
**PLAN**



**NOTES:**

1. WHEN GROUT AREA ENCROACHES IN THE CIRCULAR VOID AREA IN THE MIDDLE OF THE BLOCK, GROUT ENTIRE CIRCLE

**SECTION**



**Channel-Lock II**  
Flexible Revetment System

**EROSION PREVENTION PRODUCTS**

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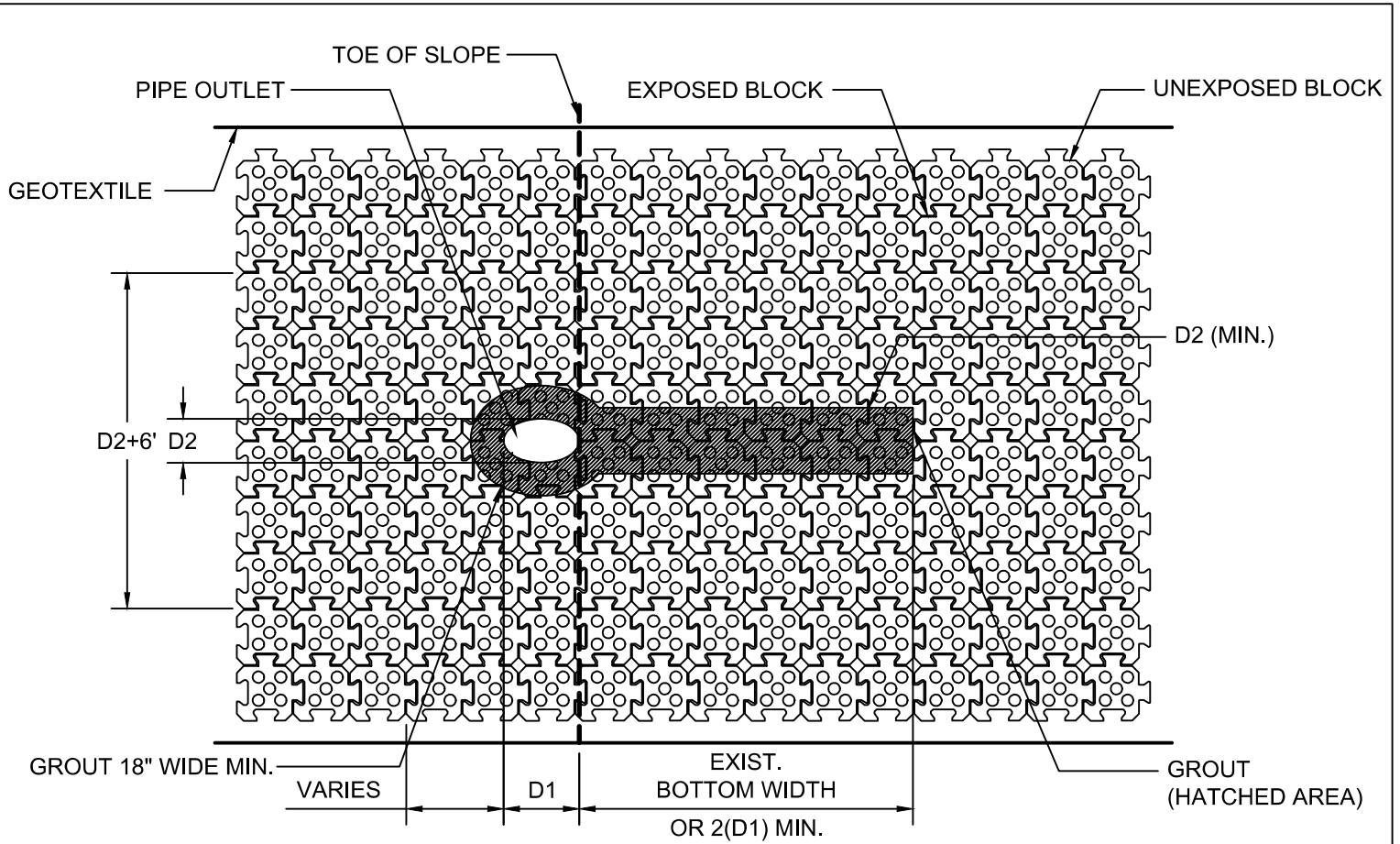
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CAD File Name:

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SCALE: N/A

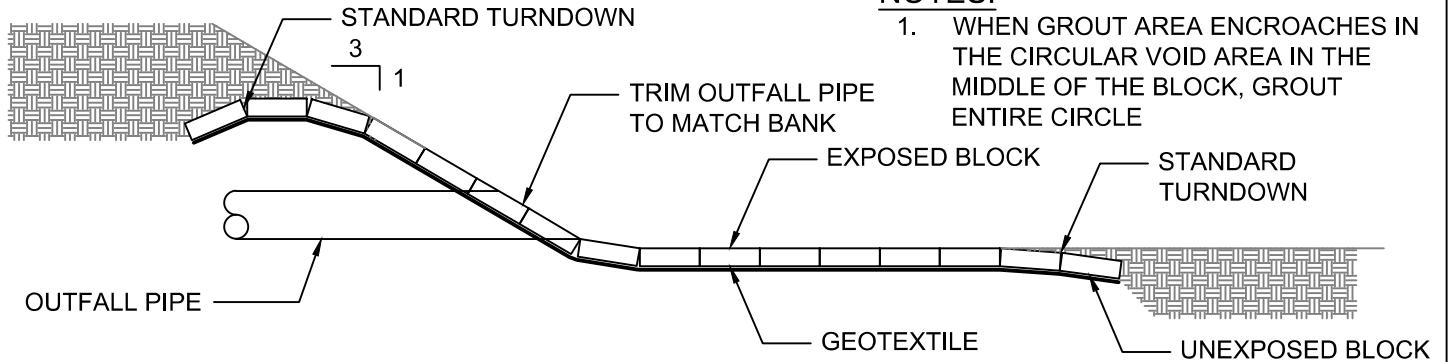
SHEET 1 OF 1



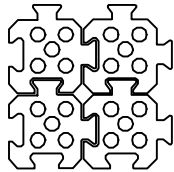
**PLAN**

**NOTES:**

1. WHEN GROUT AREA ENCROACHES IN THE CIRCULAR VOID AREA IN THE MIDDLE OF THE BLOCK, GROUT ENTIRE CIRCLE



**SECTION**



**Channel-Lock II**  
Flexible Revetment System

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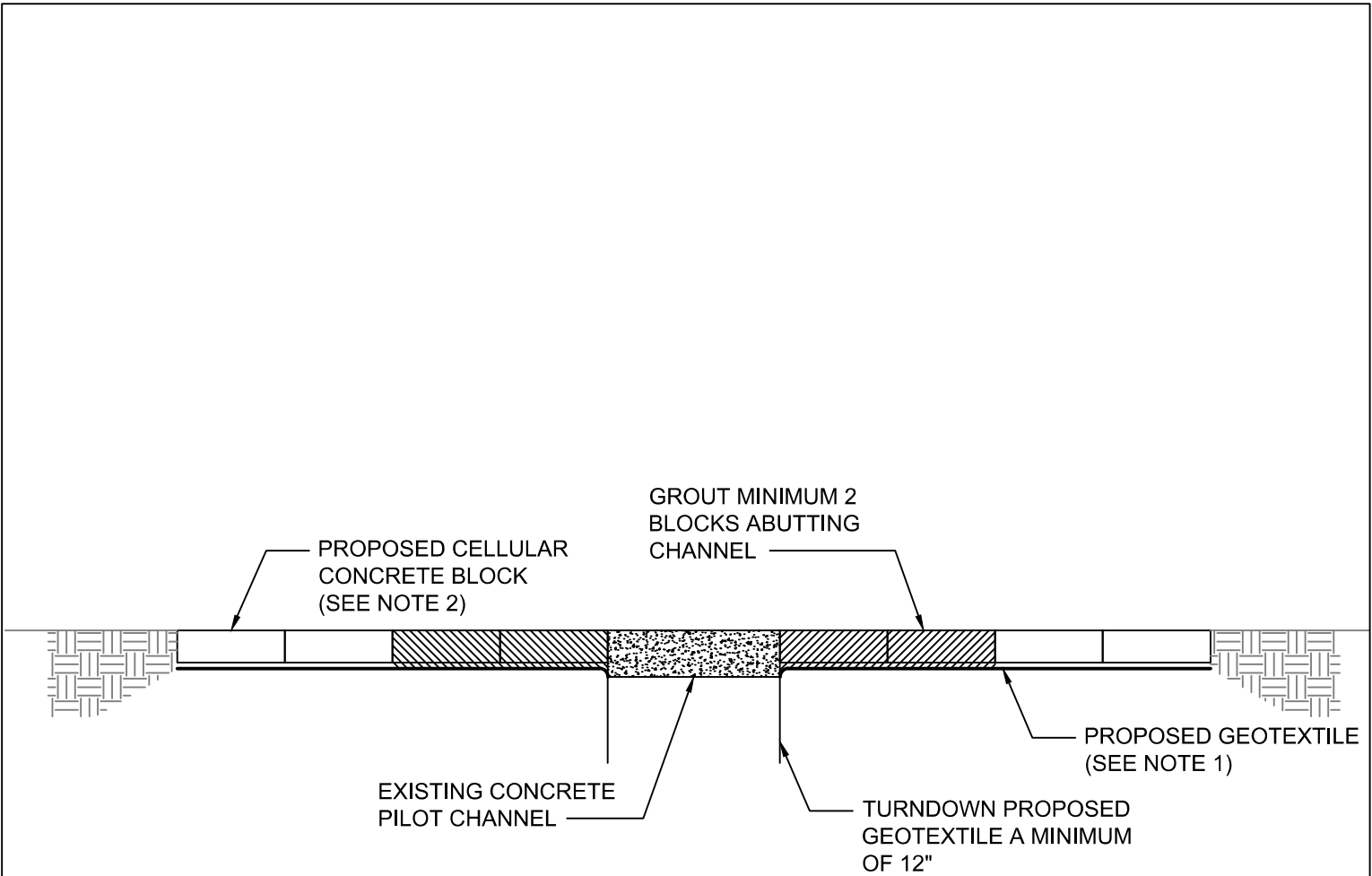
**PIPE OUTLET DETAIL NO. 2**

CAD File Name:

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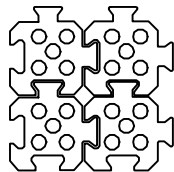
SHEET 1 OF 1



**NOTES:**

1. GEOTEXTILE TYPE VARIES DEPENDING ON SOIL CONDITIONS
2. BLOCKS TO BE BACKFILLED WITH TOP SOIL AND SEEDED FOR VEGETATION

**SECTION**



**Channel-Lock II**  
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**CELLULAR CONCRETE BLOCK  
ABUTTING EXISTING  
CONCRETE PILOT CHANNEL**

CAD File Name:

PILOT-TIE

SCALE: N/A

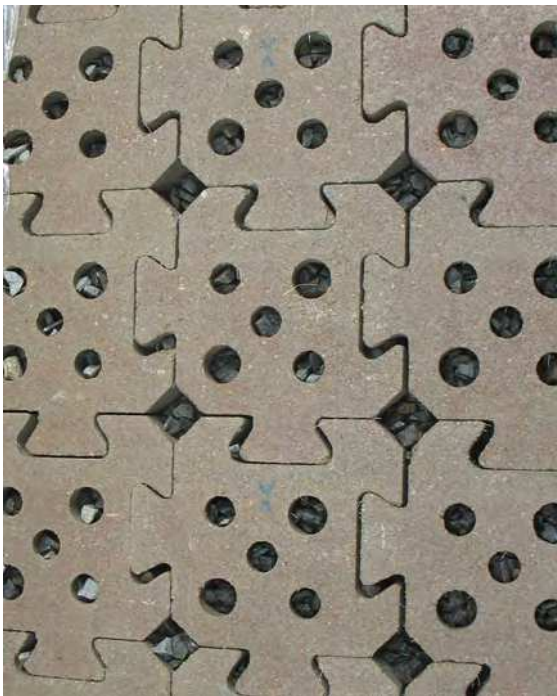
SHEET 1 OF 1



# FINAL REPORT

## HYDRAULIC STABILITY OF CHANNEL LOCK II CLASS 450 CONCRETE BLOCK SYSTEM IN STEEP-SLOPE, HIGH VELOCITY FLOW

2H:1V Slope, No Drainage Layer



Prepared for:

Erosion Prevention Products  
P.O. Box 891586  
Houston, TX 77289-1586

August 2009

**AYRES**  
ASSOCIATES

GEOTEX® 801 is a polypropylene, staple fiber, needle-punched nonwoven geotextile produced by Propex, and will meet the following Minimum Average Roll Values (MARV) when tested in accordance with the methods listed below. The fibers are needed to form a stable network that retains dimensional stability relative to each other. The geotextile is resistant to ultraviolet degradation and to biological and chemical environments normally found in soils.

GEOTEX® 801 conforms to the property values listed below<sup>1</sup>. Propex performs internal Manufacturing Quality Control (MQC) tests that have been accredited by the Geosynthetic Accreditation Institute – Laboratory Accreditation Program (GAI-LAP). This product is NTPEP tested for AASHTO standards.

		MARV <sup>2</sup>	
PROPERTY	TEST METHOD	ENGLISH	METRIC
<b>ORIGIN OF MATERIALS</b>			
% U.S. Manufactured		100%	100%
<b>MECHANICAL</b>			
Grab Tensile Strength	ASTM D-4632	205 lbs	912 N
Grab Elongation	ASTM D-4632	50%	50%
CBR Puncture	ASTM D-6241	525 lbs	2335 N
Trapezoidal Tear	ASTM D-4533	80 lbs	356 N
<b>ENDURANCE</b>			
UV Resistance at 500 hrs	ASTM D-4355	70%	70%
<b>HYDRAULIC</b>			
Apparent Opening Size (AOS) <sup>3</sup>	ASTM D-4751	80 US Std. Sieve	0.180 mm
Permittivity	ASTM D-4491	1.5 sec <sup>-1</sup>	1.5 sec <sup>-1</sup>
Water Flow Rate	ASTM D-4491	110 gpm/ft <sup>2</sup>	4482 l/min/m <sup>2</sup>
<b>ROLL SIZES<sup>4</sup></b>		12.5 ft x 360 ft 15 ft x 300 ft	3.81 m x 109.8 m 4.57 m x 91.5 m

**NOTES:**

1. The property values listed above are effective 12/17/2018 and are subject to change without notice.
2. Values shown are in weaker principal direction. Minimum average roll values (MARV) are calculated as the typical minus two standard deviations. Statistically, it yields a 97.7% degree of confidence that any samples taken from quality assurance testing will exceed the value reported. Values represent testing at time of manufacture.
3. Maximum average roll value.
4. Contact your local Territory Business Manager (TBM) for custom widths and colors. Lead times may vary depending on customer requirements and volume requested.



ENGINEERED EARTH SOLUTIONS™

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# SMALL CONSTRUCTION SITE NOTICE

**FOR THE**  
**Texas Commission on Environmental Quality (TCEQ)**  
**Stormwater Program**  
**TPDES GENERAL PERMIT TXR150000**

The following information is posted in compliance with **Part II.E.2.** of the TCEQ General Permit Number TXR150000 for discharges of stormwater runoff from small construction sites. Additional information regarding the TCEQ stormwater permit program may be found on the internet at:

<https://www.tceq.texas.gov/permitting/stormwater/construction>

Operator Name:	
Contact Name and Phone Number:	
Project Description: <i>Physical address or description of the site's location, estimated start date and projected end date, or date that disturbed soils will be stabilized</i>	
Location of Stormwater Pollution Prevention Plan:	

For Small Construction Activities Authorized Under Part II.E.2. (Obtaining Authorization to Discharge) the following certification must be completed:

I \_\_\_\_\_ (Typed or Printed Name Person Completing This Certification) certify under penalty of law that I have read and understand the eligibility requirements for claiming an authorization under Part II.E.2. of TPDES General Permit TXR150000 and agree to comply with the terms of this permit. A stormwater pollution prevention plan has been developed and will be implemented prior to construction, according to permit requirements. A copy of this signed notice is supplied to the operator of the MS4 if discharges enter an MS4. I am aware there are significant penalties for providing false information or for conducting unauthorized discharges, including the possibility of fine and imprisonment for knowing violations.

Signature and Title \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date Notice Removed

\_\_\_\_\_ MS4 operator notified per Part II.F.3.