



**Bastrop County**  
**REQUEST FOR BIDS**

**Bid Reference Number:** RFB 24BCP11B

**Project Title:** Hot Mix, Fog Seal and Pavement Repair Services

**Bid Closing Date:** 2 :00 P.M. (CST), January 21, 2025

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# Bastrop County

## Request for Bids

### 1. Introduction

- A. Project Overview: Bastrop County is requesting Bids with the intent of awarding a contract for the purchase of goods and services contained in Appendix A – Scope of Services.
- B. RFB Questions:
- i. RFB Clarifications: All questions related to requirements, processes or scope of work for this RFB should be submitted in writing to the Purchasing Agent identified in section 2 below. The County is the final judge of the meaning of any word(s), sentences, paragraphs or other parts of the solicitation documents. Bidders are encouraged to seek clarification, before submitting a Bid, of any portion of the Bid documents that appears to be ambiguous, unclear, inconsistent, or otherwise in error. Clarifications will be in writing.
  - ii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this RFB will be issued in writing by addendum and will be uploaded to the Bastrop County website (<http://www.co.bastrop.tx.us/page/pur.bids>). All such addenda issued by County prior to the submittal deadline shall be considered part of the RFB. The County shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
  - iii. Acknowledgement of Addenda: The Bidder must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Bid.
- C. Notification of Errors or Omissions: Bidders shall promptly notify the County of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this RFB. The County shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the County, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C.
- E. Certificate of Interested Parties (1295 Form): A person or business, and their agents, who seek to contract or enter into an agreement with the County, are required by Texas Local Government Code Chapter 2252, Subtitle F, Title 10, Section 2252.908, to file a disclosure of interested parties with the Texas Ethics Commission ([https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)). A sample form and instruction sheet can be found in Appendix D.
- F. House Bill 89 Verification Form: A person or business, and their agents, who seek to contract or enter into an agreement with the County, are required by Texas Local Government Code Chapter 2270 Section 1, Subtitle F, Title 10, Section 2270.001 to submit a verification form to the County. This Chapter reads “Prohibition on Contracts with Companies Boycotting Israel”. This form is found in Appendix E.
- G. Texas Senate Bill 13 (Sb 13): Energy Company Boycotts: If contractor is required to make a verification pursuant to section 2274.002 of the Texas Government Code, contractor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. If the contractor does not make that verification, the contractor must indicate in its response and state why the certification is not required.

- H. Texas Senate Bill 19 (Sb 19): Firearm Entities And Trade Associations Discrimination: If contractor is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, contractor verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If the contractor does not make that verification, the contractor must so indicate in its response and state why the verification is not required.
- I. 2 CFR 200: In accordance with PART 200 of the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, Bastrop County follows the procurement standards in the Code of Federal Regulations of 2 CFR 200.317 – 2CFR 200.327 and Appendix II to Part 200 for procurement actions to be funded with Federal funds.

## 2. Definitions

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

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

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

Bastrop County Purchasing Office: The Bastrop County Purchasing Office is located at 1501 Business Park Drive, Bastrop County 78602. PH: (512) 581-7110; Fax: (512) 581-4228.

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

Purchasing Agent: Bastrop County Purchasing Agent is Leon Scaife:

Phone: (512) 581-7110

E-Mail: [leon.scaife@co.bastrop.tx.us](mailto:leon.scaife@co.bastrop.tx.us)

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

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

## 3. General Information

- A. Tax Exempt Status: County purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Bid. County will furnish Excise Tax Exemption Certificate upon request.
- B. Public Inspection of Bids: The County strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFB information. Bids are not available for public inspection until after the contract award. If the Bidder has notified the County, in writing, that the Bid contains trade secrets or confidential information, the County will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the County be liable for disclosure of such information by the County in response to a request, regardless of the County’s failure to take any such reasonable steps, even if the County is negligent in failing to do so.
- C. Legal Relations and Responsibilities: Bidder shall maintain adequate records to justify all charges, expenses and costs incurred in performing the Services for a period of at least Five (5) years following the termination date of the contract. The County shall have full and complete access to all records, documents and information collected and/or maintained by Bidder in the course of the administration and performance of the Contract. This information shall be made accessible at Bidder’s local place of business in the County’s

jurisdiction, for purposes of inspection, reproduction and audit without restriction.

- D. Application: These standard terms and conditions shall apply to all County of Bastrop (hereafter “County” or “Owner”) solicitations and procurements, unless specifically accepted in the solicitation specifications.
- E. Requirements: By submitting a Bid, the bidder agrees to provide the County of Bastrop with the specified goods or services described in the solicitation in accordance with these standard terms and conditions, at the agreed upon Bid price and in compliance with the stated specifications and any subsequent addendums issued prior to the date of the Bid opening.
- F. Legal Compliance: Bidder must comply with all Federal, State and Local laws, statutes, ordinances, regulations and standards in effect at the time of delivery of goods and services, and must maintain any and all required licenses and certificates required under the same laws, statutes, ordinances, regulations and standards for services and/or goods provided in response to this solicitation. Bidder certifies that he/she holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Right to Refuse Bid: The County reserves the right to refuse any and/or all parts of any and or/all Bids and to waive formalities in the best interest of the County. Bastrop County does not discriminate on the basis of race, color, national origin, sex, religion, and age or disability status in employment, procurement or provisions of service.
- H. Estimated Quantities: This solicitation calls for unit pricing based on a range of material usage. Bastrop County does not guarantee quantities of these items. The actual amount ordered over the contract period may be more or less than the estimate. Quantities represent the County’s best estimate, based on past history and anticipated purchases.
- I. Independent Contractor: Bidder agrees that Bidder and Bidder’s employees and agents have no employer-employee relationship with County. Bidder agrees that if Bidder is selected and awarded a contract, County shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will County furnish any medical or retirement benefits or any paid vacation or sick leave.
- J. Assignments: The rights and duties awarded the successful Bidder shall not be assigned to another without the written consent of the Bastrop County Purchasing Agent. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- K. Liens: Bidder shall indemnify and save harmless the County against any and all liens and encumbrances for all labor, goods, and services which may be provided to the County by Bidder or Bidder’s vendor(s), and if the County requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the County.
- L. Gratuities/Bribes: Bidder certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative, to any County officer, employee or elected representative, with respect to this RFB or any contract with the County, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- M. Financial Participation: Bidder certifies that it has not received compensation from the County to participate in preparing the specifications or RFB on which the Bid is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

- N. Responsiveness of Bids: The County desires to receive competitive Bids but will declare any Bids “non-responsive” if they fail to meet the significant requirements outlined in this solicitation document.
- O. Discrepancies and Errors: The unit prices of a bid that has been opened may not be changed for the purpose of correcting an error in the Bid price.
- P. Identical Bids: In the event two or more identical Bids are received, and are lowest, responsible and responsive, award will be made as prescribed in the Texas Local Government Code, Chapter 2.62.027(b).
- Q. Withdrawal of Bids: Bidders may withdraw any submitted bids prior to the bid submission deadline. Bidders may not withdraw once the bids have been publicly opened, without the approval of the County’s Purchasing Agent. Bidders will be allowed to withdraw bids that contain substantial mathematical errors in extension. However, once a bid has been withdrawn, it can no longer be considered.
- R. Disqualification of Bidder: The County may disqualify bidders, and their bids not be considered, for any of the following reasons: Collusion among bidders; bidder’s default on an existing or previous contract with the County, including failure to deliver goods and/or services of the quality and price bid; bidder’s lack of financial stability; any factor concerning the bidder’s inability to provide the quantity, quality, and timeliness of services or goods specified in the solicitation; bidder involved in a current or pending lawsuit with the County; bidder’s attempt to influence the outcome of the solicitation through unauthorized contact with County officials outside of those listed in the solicitation documents; and bidder’s attempt to offer gifts, gratuities, or bribes to any County employee or elected official in connection with a solicitation.
- S. Waiver of Formalities: County reserves the right to reschedule, extend, or cancel this RFB at any time. County reserves the right to reject any or all responses, and to waive formalities or irregularities in connection with this RFB and may consider submissions not made in compliance with this request for bids if it elects to do so, to the extent permitted by law, although the County will have no obligation for such consideration. The County reserves the right to waive any minor irregularities that do not materially affect the scope or pricing of submitted Bids.
- T. Outstanding Liabilities: Bidders shall not have outstanding, unpaid liabilities owed to the County. Liabilities may include, but are not limited to, property taxes, hotel occupancy taxes, and license or permit fees. Bids will be considered non-responsive and not given further consideration if submitted by a bidder with such outstanding liabilities.
- U. Offset: The County may, at its option, offset any amounts due and payable under contract award under this solicitation against any debt lawfully due the County from a vendor, whether or not the amount due arises pursuant to the terms of the contract and whether or not the debt has been reduced to judgment by a court.
- V. Solicitation Results: The County normally posts solicitation results on-line after bids are received and approved in Commissioner’s Court. The County’s website is [www.co.bastrop.tx.us](http://www.co.bastrop.tx.us). Results are on the Purchasing Solicitation page, in the same place as the original solicitation documents. Posted results are for informational purposes only, not a notice of award.
- W. Control of The Work: Bidder shall furnish all materials and perform work in reasonably close conformity with the scope of work referenced in this request for Bid. Bidder must obtain written approval from Bastrop County before deviating from the scope of work provided in this request for bids. Failure to promptly notify Bastrop County of any errors or concerns with the scope of work will constitute a waiver of all claims for misunderstandings or ambiguities that result from the errors, omissions, or discrepancies discovered.

- X. Cost of Bid: The cost of submitting Bids shall be borne by the Bidder, and the County will not be liable for any costs incurred by a Bidder responding to this solicitation.

#### 4. RFB Withdrawals and/or Amendments

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

#### 5. Bid Submittal Requirements

- A. Submittal Packet – Required Content: Bidder shall submit one (1) signed original Bid. This submittal packet shall be submitted in a sealed envelope with all items listed on Appendix B of this bid document (Page 36).
- B. Submittal Deadline: The deadline for submittal of Bids is 2:00PM (CST) January 21, 2025. It is the Bidder's responsibility to have the Bid correctly marked and hard-copies delivered to the Bastrop County Purchasing Office. No extensions will be granted and no late Bids will be accepted.
- C. Bids Received Late: Bidders are encouraged to submit their Bids as soon as possible. The time and date of receipt as recorded in the Bastrop County Purchasing Office shall be the official time of receipt. The County is not responsible for late delivery of mail or other carrier. Late Bids will not be considered under any circumstances.
- D. Alterations or Withdrawals of Bid: Any submitted Bid may be withdrawn or a revised Bid substituted if a written notice is submitted to the Bastrop County Purchasing Office prior to the submittal deadline. Any interlineations, alteration, erasure or other amendment made before the submittal deadline, must be signed or initialed by the Bidder or the Bidder's authorized agent, guaranteeing authenticity. Bids cannot be altered, amended or withdrawn by the Bidder after the submittal deadline.
- E. Bid Format: All Bids must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, using one side of the paper only. Pages shall be numbered at the bottom. Entries shall be typed, or legibly written in ink. All Bids shall be mailed or hand delivered to Bastrop County. Any other format (via telephone, fax, email, etc.) shall be rejected by the County.
- F. Validity Period: Once the submittal deadline has passed, any Bid shall constitute an irrevocable Bid to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Bid on the terms set forth in the Bid, such Bid to be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the County.

#### 6. Bid Evaluation and Contract Award

- A. Bid Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed bids, in accordance with Chapter 262 of the Texas Local Government Code, Chapter 2269 of the Texas Government Code and with the County's purchasing policy. All bids should be based on unit pricing (Cost per ton of material or per Linear Foot to complete all task listed within Appendix A to include all necessary bonds and insurance). Bastrop County will score all eligible respondents based on their bid price. The contract will be given to the lowest/best value/most responsive bidder that complies with all requests for bid items and requirements set forth by Bastrop County in this RFB, to include bonds, insurance requirements and Bastrop County may consider: 1) price: 2) the offeror's





## Appendix A – Scope of Services

1. **Project Title:** Hot Mix, Fog Seal and Pavement Repair Services

2. **Scope of Services Contact:**

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

3. **Bid Evaluation Factors:**

Bid Price	Factor
Unit Price	Cost to complete all task listed within “Scope of Services” based on a cost per ton of material (to include the cost of mobilization, demobilization, personnel, equipment, materials, insurance and bonds).

4. **Key Events Schedule:**

Bid Release Date	December 18, 2025
Deadline for Submittal of Written Questions	1 PM, January 14, 2025
Sealed Bids Due to and Opened by County	2PM, January 21, 2025
Anticipated Award Date	January 2025

5. **Scope of Services:**

**Project Overview:**

Bastrop County is requesting bids for Hot Mix/Fog Seal Services and Pavement Repairs. Bastrop County has a need for TxDOT Item 340 and Item 315 (Dense-Graded Hot-Mix Asphalt and Emulsified Asphalt Seal) to be placed in various locations throughout Bastrop County on an as needed basis. Selected contractor may also be asked to complete saw cuts and excavation of requested areas of pavement in need of repairs.

The following is required when requested:

- TxDOT Item 340 may require a Hot Mix overlay (1 ½” Compacted – Minimum) with a TxDOT prime to be placed prior to Hot Mix. Materials/Mix Design to be approved by the Bastrop County Engineer.
- TxDOT Item 340 may require a Thin Hot Mix overlay (1” Compacted) with a TxDOT prime to be placed prior to Hot Mix. Materials/Mix Design to be approved by the Bastrop County Engineer.
- Some areas will require a Fog Seal (TxDOT Item 315). Materials/Mix Design to be approved by the Bastrop County Engineer.
- **Pavement Repairs:** Saw Cut and excavate areas identified by the precinct to a depth of 10”. Excavated materials may be disposed at the precinct material yard (within the scope of work area) or other appropriate facility and shall not be placed in any floodplain area without the proper permit, nor within the Known and Potential Habitat of the Houston Toad per the County’s Section 10 Permit. Contractor SHALL coordinate disposal location with the requesting Bastrop County Commissioner or Precinct Forman. A Houston Toad habitat map is available on the county website.
  - Place and compact 8” of Flex Base – per TxDot Item 351 or Re-cycled Concrete.
  - Place and compact 2” of Cold Mix Asphalt per TxDot Item 334

Bastrop County does not guarantee a specific number of requests for Hot Mix/Fog Seal Service or pavement repairs. When Bastrop County makes a request for services under this contract the awarded

contractor **SHALL** provide Bastrop County with a written estimate (based on the unit cost per ton/gallon/linear foot/square yard provided in the response to this request for bids) for the requested project. The contract for the requested services will be utilized on a work order system. After the contractor provides a written estimate for the requested project, Bastrop County will issue a purchase order for the specific project requested by the Road and Bridge Commissioner and the issued purchase order will be considered the Notice to Proceed. The selected contractor **SHALL** mobilize and start work within Thirty (30) days of receipt of a work order (Purchase Order) issued by Bastrop County.

Pursuant to Texas Government Code Sec. 2253.021, Payment and Performance bonds shall be required and issued for this contract should the total bid price, for each requested project reach the State of Texas threshold for public works projects. The contractor agrees that within ten (10) days after written notice to proceed is sent to them by Bastrop County, a Payment Bond will be executed and delivered to Bastrop County for the amount of one hundred percent (100%) of the estimated project total, should the contracted total meet and/or exceed twenty-five thousand dollars (\$25,000). A Performance bond in an amount of one hundred percent (100%) of the estimated project price should also be executed and delivered to Bastrop County should the contracted amount meet and/or exceed one hundred thousand dollars (\$100,000). The Performance and/or Payment Bond must be maintained throughout the contracted project execution period. At the completion of all work on the requested project, the Payment and/or Performance Bond shall be released. Cost of all bonds must be included in the bid price.

**Contractor shall provide written proof of quantities of material used for each project site, which will be used by Bastrop County to verify the cost of each invoice.**

**RFB 24BCP11B - HOT MIX, FOG SEAL AND PAVEMENT REPAIR SERVICES  
BID SHEET**

SCOPE OF WORK:	BID AMOUNT:
<b>TXDOT ITEM #340 – 1 ½” COMPACTED</b>	
Cost to complete all task listed within “Scope of Services” and all other necessary task needed to complete this work. This cost is all inclusive of personnel, equipment, materials, insurance and bonds.  <b>Quantity of 100-500 Tons of Material per location (Including the mobilization/demobilization fee)</b>	*Unit Price*  \$ _____ Per Ton
Cost to complete all task listed within “Scope of Services” and all other necessary task needed to complete this work. This cost is all inclusive of personnel, equipment, materials, insurance and bonds.  <b>Quantity of 500-1000 Tons of Material per location (Including the mobilization/demobilization fee)</b>	*Unit Price*  \$ _____ Per Ton
Cost to complete all task listed within “Scope of Services” and all other necessary task needed to complete this work. This cost is all inclusive of personnel, equipment, materials, insurance and bonds.  <b>Quantity of 1000-1500 Tons of Material per location (Including the mobilization/demobilization fee)</b>	*Unit Price*  \$ _____ Per Ton
Cost to complete all task listed within “Scope of Services” and all other necessary task needed to complete this work. This cost is all inclusive of personnel, equipment, materials, insurance and bonds.  <b>Quantity of Material is Greater than 1500 tons per location (Including the mobilization/demobilization fee)</b>	*Unit Price*  \$ _____ Per Ton
Cost to complete all task listed within “Scope of Services” and all other necessary task needed to complete this work. This cost is all inclusive of personnel, equipment, materials, insurance and bonds.  <b>Saw Cut and In-Place Transitions (Including the mobilization/demobilization fee)</b>	*Unit Price*  \$ _____ Per LF
<b>TXDOT ITEM #340 – 1” COMPACTED</b>	

<p>Cost to complete all task listed within "Scope of Services" and all other necessary task needed to complete this work. This cost is all inclusive of personnel, equipment, materials, insurance and bonds.</p> <p><b>Quantity of 100-500 Tons of Material per location (Including the mobilization/demobilization fee)</b></p>	<p>*Unit Price*</p> <p>\$ _____ Per Ton</p>
<p>Cost to complete all task listed within "Scope of Services" and all other necessary task needed to complete this work. This cost is all inclusive of personnel, equipment, materials, insurance and bonds.</p> <p><b>Quantity of 500-1000 Tons of Material per location (Including the mobilization/demobilization fee)</b></p>	<p>*Unit Price*</p> <p>\$ _____ Per Ton</p>
<p>Cost to complete all task listed within "Scope of Services" and all other necessary task needed to complete this work. This cost is all inclusive of personnel, equipment, materials, insurance and bonds.</p> <p><b>Quantity of 1000-1500 Tons of Material per location (Including the mobilization/demobilization fee)</b></p>	<p>*Unit Price*</p> <p>\$ _____ Per Ton</p>
<p>Cost to complete all task listed within "Scope of Services" and all other necessary task needed to complete this work. This cost is all inclusive of personnel, equipment, materials, insurance and bonds.</p> <p><b>Quantity of Material is Greater than 1500 tons per location (Including the mobilization/demobilization fee)</b></p>	<p>*Unit Price*</p> <p>\$ _____ Per Ton</p>
<p>Cost to complete all task listed within "Scope of Services" and all other necessary task needed to complete this work. This cost is all inclusive of personnel, equipment, materials, insurance and bonds.</p> <p><b>Saw Cut and In-Place Transitions (Including the mobilization/demobilization fee)</b></p>	<p>*Unit Price*</p> <p>\$ _____ Per LF</p>
<p><b>TXDOT Item #315 - Fog Seal-Paid by Gallons of Emulsified Asphalt used in the emulsified asphalt and water mixture</b></p>	
<p>Cost to complete all task listed within "Scope of Services" and all other necessary task needed to complete this work. This cost is all inclusive of personnel, equipment, materials, insurance and bonds.</p> <p><b>100-1000 Gallons per location/mobilization/Demobilization</b></p>	<p>*Unit Price*</p> <p>\$ _____ Per Gallon</p>

<p>Cost to complete all task listed within "Scope of Services" and all other necessary task needed to complete this work. This cost is all inclusive of personnel, equipment, materials, insurance and bonds.</p> <p><b>1000-2000 Gal per location/mobilization/Demobilization</b></p>	<p>*Unit Price*</p> <p>\$ _____ Per Gallon</p>
<p>Cost to complete all task listed within "Scope of Services" and all other necessary task needed to complete this work. This cost is all inclusive of personnel, equipment, materials, insurance and bonds.</p> <p><b>Greater Than 2000 Gallons per location / mobilization / Demobilization</b></p>	<p>*Unit Price*</p> <p>\$ _____ Per Gallon</p>
<p><b>Pavement Repairs</b></p>	
<p>Pavement Repairs less than 100 SYDS</p>	<p>*Unit Price*</p> <p>\$ _____ Per Square Yard</p>
<p>Pavement Repairs from 101 SYDS to 200 SYDS</p>	<p>*Unit Price*</p> <p>\$ _____ Per Square Yard</p>
<p>Pavement Repairs from 201 SYDS to 500 SYDS</p>	<p>*Unit Price*</p> <p>\$ _____ Per Square Yard</p>
<p>Pavement Repairs from 501 SYDS to 1,000 SYDS</p>	<p>*Unit Price*</p> <p>\$ _____ Per Square Yard</p>
<p>Pavement Repairs greater than 1001 SYDS</p>	<p>*Unit Price*</p> <p>\$ _____ Per Square Yard</p>
<p>Mobilization for pavement repairs at one (1) site</p>	<p>*Unit Price*</p> <p>\$ _____ Lump Sum</p>

Additional Mobilization fees for pavement repairs sites more than one (1) mile apart	*Unit Price*  \$ _____ Lump Sum
Cost of Payment Bond (If the requested project meets and/or exceeds \$25,000.00)	*Unit Price*  % _____ Percentage of Project Total
Cost of Performance Bond (If the requested project meets and/or exceeds \$100,000.00)	*Unit Price*  % _____ Percentage of Project Total

**\*\*PAYMENT AND PERFORMANCE BOND EXAMPLE\*\***

Requested project estimate is \$50,000.00. Contractor will charge 2% for Payment Bond and will invoice Bastrop County \$50,000.00 for Hot Mix and \$1,000.00 for Payment Bond for a total of \$51,000.00.

Requested project estimate is \$150,000.00. Contractor will charge 2% for Payment Bond and 2% for Performance Bond and will invoice Bastrop County \$150,000.00 for Hot Mix and \$3,000.00 for Payment Bond and \$3,000.00 for Payment Bond for a total of \$156,000.00.

\_\_\_\_\_  
Authorized Signature of Bidder:

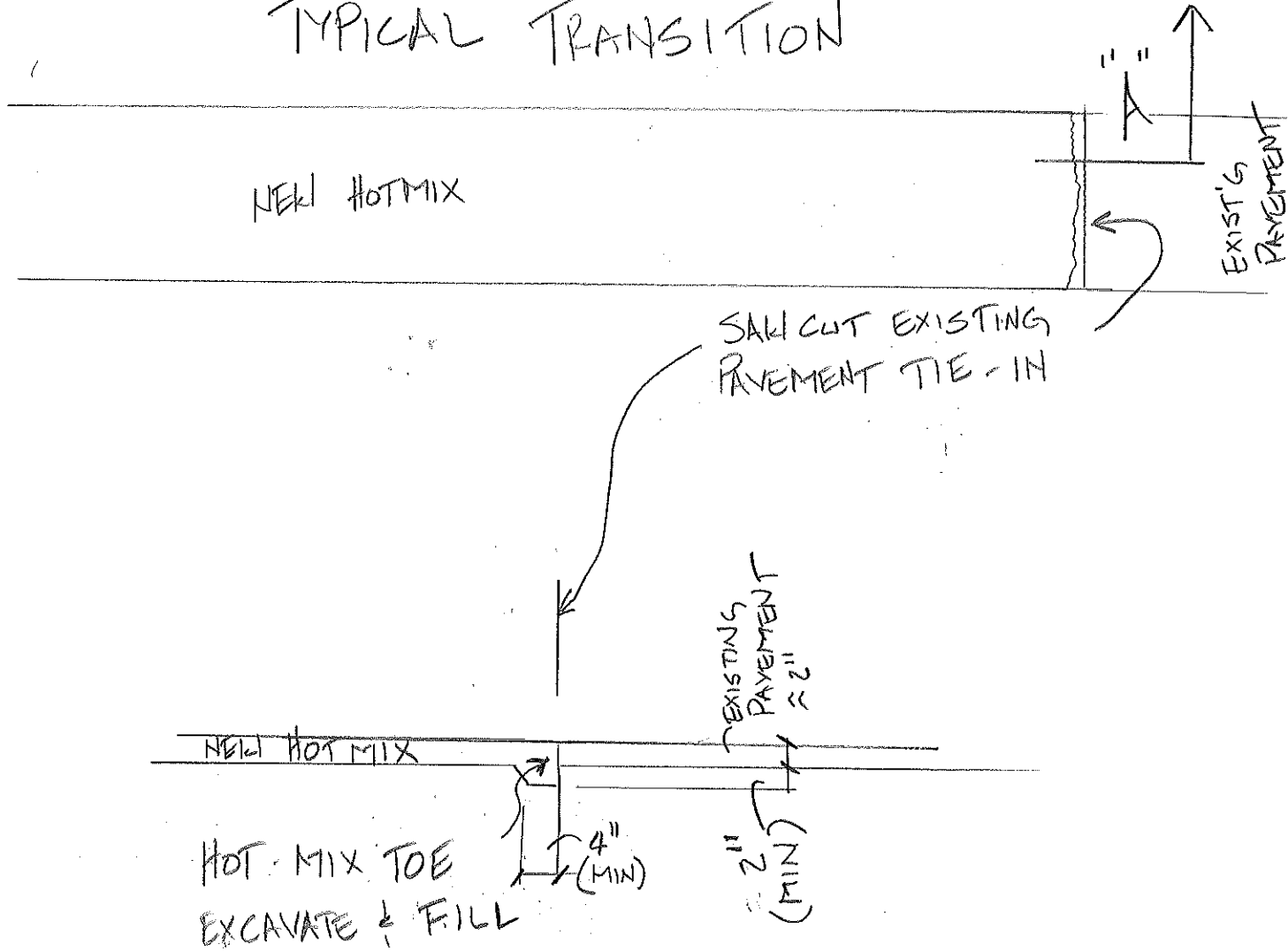
\_\_\_\_\_  
Date:



CLARA BECKETT  
 BASTROP COUNTY COMMISSIONER, PRECINCT 2  
 804 PECAN ST. • BASTROP, TX 78602  
 (512) 360-2764



# TYPICAL TRANSITION



## Item 340

### Dense-Graded Hot-Mix Asphalt (Small Quantity)



#### 1. DESCRIPTION

Construct a hot-mix asphalt (HMA) pavement layer composed of a compacted, dense-graded mixture of aggregate and asphalt binder mixed hot in a mixing plant. This specification is intended for small quantity (SQ) HMA projects, typically under 5,000 tons total production.

#### 2. MATERIALS

Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications.

Notify the Engineer of all material sources and before changing any material source or formulation. The Engineer will verify that the specification requirements are met when the Contractor makes a source or formulation change, and may require a new laboratory mixture design, trial batch, or both. The Engineer may sample and test project materials at any time during the project to verify specification compliance in accordance with Item 6, "Control of Materials."

- 2.1. **Aggregate.** Furnish aggregates from sources that conform to the requirements shown in Table 1 and as specified in this Section. Aggregate requirements in this Section, including those shown in Table 1, may be modified or eliminated when shown on the plans. Additional aggregate requirements may be specified when shown on the plans. Provide aggregate stockpiles that meet the definitions in this Section for coarse, intermediate, or fine aggregate. Aggregate from reclaimed asphalt pavement (RAP) is not required to meet Table 1 requirements unless otherwise shown on the plans. Supply aggregates that meet the definitions in [Tex-100-E](#) for crushed gravel or crushed stone. The Engineer will designate the plant or the quarry as the sampling location. Provide samples from materials produced for the project. The Engineer will establish the Surface Aggregate Classification (SAC) and perform Los Angeles abrasion, magnesium sulfate soundness, and Micro-Deval tests. Perform all other aggregate quality tests listed in Table 1. Document all test results on the mixture design report. The Engineer may perform tests on independent or split samples to verify Contractor test results. Stockpile aggregates for each source and type separately. Determine aggregate gradations for mixture design and production testing based on the washed sieve analysis given in [Tex-200-F](#), Part II.

- 2.1.1. **Coarse Aggregate.** Coarse aggregate stockpiles must have no more than 20% material passing the No. 8 sieve. Aggregates from sources listed in the Department's *Bituminous Rated Source Quality Catalog* (BRSQC) are preapproved for use. Use only the rated values for hot-mix listed in the BRSQC. Rated values for surface treatment (ST) do not apply to coarse aggregate sources used in hot-mix asphalt.

For sources not listed on the Department's BRSQC:

- build an individual stockpile for each material;
- request the Department test the stockpile for specification compliance; and
- once approved, do not add material to the stockpile unless otherwise approved.

Provide aggregate from non-listed sources only when tested by the Engineer and approved before use. Allow 30 calendar days for the Engineer to sample, test, and report results for non-listed sources.

Provide coarse aggregate with at least the minimum SAC shown on the plans. SAC requirements only apply to aggregates used on the surface of travel lanes. SAC requirements apply to aggregates used on surfaces other than travel lanes when shown on the plans. The SAC for sources on the Department's *Aggregate Quality Monitoring Program* (AQMP) ([Tex-499-A](#)) is listed in the BRSQC.



- 2.1.1.1. **Blending Class A and Class B Aggregates.** Class B aggregate meeting all other requirements in Table 1 may be blended with a Class A aggregate to meet requirements for Class A materials. Ensure that at least 50% by weight, or volume if required, of the material retained on the No. 4 sieve comes from the Class A aggregate source when blending Class A and B aggregates to meet a Class A requirement. Blend by volume if the bulk specific gravities of the Class A and B aggregates differ by more than 0.300. Coarse aggregate from RAP and Recycled Asphalt Shingles (RAS) will be considered as Class B aggregate for blending purposes.

The Engineer may perform tests at any time during production, when the Contractor blends Class A and B aggregates to meet a Class A requirement, to ensure that at least 50% by weight, or volume if required, of the material retained on the No. 4 sieve comes from the Class A aggregate source. The Engineer will use the Department's mix design template, when electing to verify conformance, to calculate the percent of Class A aggregate retained on the No. 4 sieve by inputting the bin percentages shown from readouts in the control room at the time of production and stockpile gradations measured at the time of production. The Engineer may determine the gradations based on either washed or dry sieve analysis from samples obtained from individual aggregate cold feed bins or aggregate stockpiles. The Engineer may perform spot checks using the gradations supplied by the Contractor on the mixture design report as an input for the template; however, a failing spot check will require confirmation with a stockpile gradation determined by the Engineer.

- 2.1.2. **Intermediate Aggregate.** Aggregates not meeting the definition of coarse or fine aggregate will be defined as intermediate aggregate. Supply intermediate aggregates, when used that are free from organic impurities.

The Engineer may test the intermediate aggregate in accordance with [Tex-408-A](#) to verify the material is free from organic impurities. Supply intermediate aggregate from coarse aggregate sources, when used that meet the requirements shown in Table 1 unless otherwise approved.

Test the stockpile if 10% or more of the stockpile is retained on the No. 4 sieve, and verify that it meets the requirements in Table 1 for crushed face count ([Tex-460-A](#)) and flat and elongated particles ([Tex-280-F](#)).

- 2.1.3. **Fine Aggregate.** Fine aggregates consist of manufactured sands, screenings, and field sands. Fine aggregate stockpiles must meet the gradation requirements in Table 2. Supply fine aggregates that are free from organic impurities. The Engineer may test the fine aggregate in accordance with [Tex-408-A](#) to verify the material is free from organic impurities. No more than 15% of the total aggregate may be field sand or other uncrushed fine aggregate. Use fine aggregate, with the exception of field sand, from coarse aggregate sources that meet the requirements shown in Table 1 unless otherwise approved.

Test the stockpile if 10% or more of the stockpile is retained on the No. 4 sieve, and verify that it meets the requirements in Table 1 for crushed face count ([Tex-460-A](#)) and flat and elongated particles ([Tex-280-F](#)).

**Table 1**  
**Aggregate Quality Requirements**

Property	Test Method	Requirement
<b>Coarse Aggregate</b>		
SAC	<a href="#">Tex-499-A</a> (AQMP)	As shown on the plans
Deleterious material, %, Max	<a href="#">Tex-217-F</a> , Part I	1.5
Decantation, %, Max	<a href="#">Tex-217-F</a> , Part II	1.5
Micro-Deval abrasion, %	<a href="#">Tex-461-A</a>	Note 1
Los Angeles abrasion, %, Max	<a href="#">Tex-410-A</a>	40
Magnesium sulfate soundness, 5 cycles, %, Max	<a href="#">Tex-411-A</a>	30
Crushed face count, <sup>2</sup> %, Min	<a href="#">Tex-460-A</a> , Part I	85
Flat and elongated particles @ 5:1, %, Max	<a href="#">Tex-280-F</a>	10
<b>Fine Aggregate</b>		
Linear shrinkage, %, Max	<a href="#">Tex-107-E</a>	3
<b>Combined Aggregate<sup>3</sup></b>		
Sand equivalent, %, Min	<a href="#">Tex-203-F</a>	45

1. Not used for acceptance purposes. Optional test used by the Engineer as an indicator of the need for further investigation.
2. Only applies to crushed gravel.
3. Aggregates, without mineral filler, RAP, RAS, or additives, combined as used in the job-mix formula (JMF).

**Table 2**  
**Gradation Requirements for Fine Aggregate**

Sieve Size	% Passing by Weight or Volume
3/8"	100
#8	70–100
#200	0–30

- 2.2. **Mineral Filler.** Mineral filler consists of finely divided mineral matter such as agricultural lime, crusher fines, hydrated lime, or fly ash. Mineral filler is allowed unless otherwise shown on the plans. Use no more than 2% hydrated lime or fly ash unless otherwise shown on the plans. Use no more than 1% hydrated lime if a substitute binder is used unless otherwise shown on the plans or allowed. Test all mineral fillers except hydrated lime and fly ash in accordance with [Tex-107-E](#) to ensure specification compliance. The plans may require or disallow specific mineral fillers. Provide mineral filler, when used, that:
- is sufficiently dry, free-flowing, and free from clumps and foreign matter as determined by the Engineer;
  - does not exceed 3% linear shrinkage when tested in accordance with [Tex-107-E](#); and
  - meets the gradation requirements in Table 3.

**Table 3**  
**Gradation Requirements for Mineral Filler**

Sieve Size	% Passing by Weight or Volume
#8	100
#200	55–100

- 2.3. **Baghouse Fines.** Fines collected by the baghouse or other dust-collecting equipment may be reintroduced into the mixing drum.
- 2.4. **Asphalt Binder.** Furnish the type and grade of performance-graded (PG) asphalt specified on the plans.
- 2.5. **Tack Coat.** 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 Item 300, "Asphalts, Oils, and Emulsions." Specialized or preferred tack coat materials may be allowed or required when shown on the plans. Do not dilute emulsified asphalts at the terminal, in the field, or at any other location before use.

The Engineer will obtain at least one sample of the tack coat binder per project in accordance with [Tex-500-C](#), Part III, and test it to verify compliance with Item 300, "Asphalts, Oils, and Emulsions." The Engineer will obtain the sample from the asphalt distributor immediately before use.

- 2.6. **Additives.** Use the type and rate of additive specified when shown on the plans. Additives that facilitate mixing, compaction, or improve the quality of the mixture are allowed when approved. Provide the Engineer with documentation, such as the bill of lading, showing the quantity of additives used in the project unless otherwise directed.
- 2.6.1. **Lime and Liquid Antistripping Agent.** When lime or a liquid antistripping agent is used, add in accordance with Item 301, "Asphalt Antistripping Agents." Do not add lime directly into the mixing drum of any plant where lime is removed through the exhaust stream unless the plant has a baghouse or dust collection system that reintroduces the lime into the drum.
- 2.6.2. **Warm Mix Asphalt (WMA).** Warm Mix Asphalt (WMA) is defined as HMA that is produced within a target temperature discharge range of 215°F and 275°F using approved WMA additives or processes from the Department's MPL.

WMA is allowed for use on all projects and is required when shown on the plans. When WMA is required, the maximum placement or target discharge temperature for WMA will be set at a value below 275°F.

Department-approved WMA additives or processes may be used to facilitate mixing and compaction of HMA produced at target discharge temperatures above 275°F; however, such mixtures will not be defined as WMA.

- 2.7. **Recycled Materials.** Use of RAP and RAS is permitted unless otherwise shown on the plans. Do not exceed the maximum allowable percentages of RAP and RAS shown in Table 4. The allowable percentages shown in Table 4 may be decreased or increased when shown on the plans. Determine asphalt binder content and gradation of the RAP and RAS stockpiles for mixture design purposes in accordance with [Tex-236-F](#). The Engineer may verify the asphalt binder content of the stockpiles at any time during production. Perform other tests on RAP and RAS when shown on the plans. Asphalt binder from RAP and RAS is designated as recycled asphalt binder. Calculate and ensure that the ratio of the recycled asphalt binder to total binder does not exceed the percentages shown in Table 5 during mixture design and HMA production when RAP or RAS is used. Use a separate cold feed bin for each stockpile of RAP and RAS during HMA production.

Surface, intermediate, and base mixes referenced in Tables 4 and 5 are defined as follows:

- **Surface.** The final HMA lift placed at or near the top of the pavement structure;
- **Intermediate.** Mixtures placed below an HMA surface mix and less than or equal to 8.0 in. from the riding surface; and
- **Base.** Mixtures placed greater than 8.0 in. from the riding surface.

- 2.7.1. **RAP.** RAP is salvaged, milled, pulverized, broken, or crushed asphalt pavement. Crush or break RAP so that 100% of the particles pass the 2 in. sieve. Fractionated RAP is defined as 2 or more RAP stockpiles, divided into coarse and fine fractions.

Use of Contractor-owned RAP, including HMA plant waste, is permitted unless otherwise shown on the plans. Department-owned RAP stockpiles are available for the Contractor's use when the stockpile locations are shown on the plans. If Department-owned RAP is available for the Contractor's use, the Contractor may use Contractor-owned fractionated RAP and replace it with an equal quantity of Department-owned RAP. This allowance does not apply to a Contractor using unfractionated RAP. Department-owned RAP generated through required work on the Contract is available for the Contractor's use when shown on the plans. Perform any necessary tests to ensure Contractor- or Department-owned RAP is appropriate for use. The Department will not perform any tests or assume any liability for the quality of the Department-owned RAP unless otherwise shown on the plans. The Contractor will retain ownership of RAP generated on the project when shown on the plans.

The coarse RAP stockpile will contain only material retained by processing over a 3/8-in. or 1/2-in. screen unless otherwise approved. The fine RAP stockpile will contain only material passing the 3/8-in. or 1/2-in. screen unless otherwise approved. The Engineer may allow the Contractor to use an alternate to the 3/8-in.

or 1/2-in. screen to fractionate the RAP. The maximum percentages of fractionated RAP may be comprised of coarse or fine fractionated RAP or the combination of both coarse and fine fractionated RAP.

Do not use Department- or Contractor-owned RAP contaminated with dirt or other objectionable materials. Do not use Department- or Contractor-owned RAP if the decantation value exceeds 5% and the plasticity index is greater than 8. Test the stockpiled RAP for decantation in accordance with [Tex-406-A](#), Part I. Determine the plasticity index in accordance with [Tex-106-E](#) if the decantation value exceeds 5%. The decantation and plasticity index requirements do not apply to RAP samples with asphalt removed by extraction or ignition.

Do not intermingle Contractor-owned RAP stockpiles with Department-owned RAP stockpiles. Remove unused Contractor-owned RAP material from the project site upon completion of the project. Return unused Department-owned RAP to the designated stockpile location.

**Table 4**  
**Maximum Allowable Amounts of RAP<sup>1</sup>**

Maximum Allowable Fractionated RAP <sup>2</sup> (%)			Maximum Allowable Unfractionated RAP <sup>3</sup> (%)		
Surface	Intermediate	Base	Surface	Intermediate	Base
20.0	30.0	40.0	10.0	10.0	10.0

1. Must also meet the recycled binder to total binder ratio shown in Table 5.
2. Up to 5% RAS may be used separately or as a replacement for fractionated RAP.
3. Unfractionated RAP may not be combined with fractionated RAP or RAS.

2.7.2.

**RAS.** Use of post-manufactured RAS or post-consumer RAS (tear-offs) is permitted unless otherwise shown on the plans. Up to 5% RAS may be used separately or as a replacement for fractionated RAP in accordance with Table 4 and Table 5. RAS is defined as processed asphalt shingle material from manufacturing of asphalt roofing shingles or from re-roofing residential structures. Post-manufactured RAS is processed manufacturer's shingle scrap by-product. Post-consumer RAS is processed shingle scrap removed from residential structures. Comply with all regulatory requirements stipulated for RAS by the TCEQ. RAS may be used separately or in conjunction with RAP.

Process the RAS by ambient grinding or granulating such that 100% of the particles pass the 3/8 in. sieve when tested in accordance with [Tex-200-F](#), Part I. Perform a sieve analysis on processed RAS material before extraction (or ignition) of the asphalt binder.

Add sand meeting the requirements of Table 1 and Table 2 or fine RAP to RAS stockpiles if needed to keep the processed material workable. Any stockpile that contains RAS will be considered a RAS stockpile and be limited to no more than 5.0% of the HMA mixture in accordance with Table 4.

Certify compliance of the RAS with [DMS-11000](#), "Evaluating and Using Nonhazardous Recyclable Materials Guidelines." Treat RAS as an established nonhazardous recyclable material if it has not come into contact with any hazardous materials. Use RAS from shingle sources on the Department's MPL. Remove substantially all materials before use that are not part of the shingle, such as wood, paper, metal, plastic, and felt paper. Determine the deleterious content of RAS material for mixture design purposes in accordance with [Tex-217-F](#), Part III. Do not use RAS if deleterious materials are more than 0.5% of the stockpiled RAS unless otherwise approved. Submit a sample for approval before submitting the mixture design. The Department will perform the testing for deleterious material of RAS to determine specification compliance.

2.8.

**Substitute Binders.** Unless otherwise shown on the plans, the Contractor may use a substitute PG binder listed in Table 5 instead of the PG binder originally specified, if the substitute PG binder and mixture made with the substitute PG binder meet the following:

- the substitute binder meets the specification requirements for the substitute binder grade in accordance with Section 300.2.10., "Performance-Graded Binders;" and
- the mixture has less than 10.0 mm of rutting on the Hamburg Wheel test ([Tex-242-F](#)) after the number of passes required for the originally specified binder. Use of substitute PG binders may only be allowed at the discretion of the Engineer if the Hamburg Wheel test results are between 10.0 mm and 12.5 mm.

**Table 5**  
**Allowable Substitute PG Binders and Maximum Recycled Binder Ratios**

Originally Specified PG Binder	Allowable Substitute PG Binder	Maximum Ratio of Recycled Binder <sup>1</sup> to Total Binder (%)		
		Surface	Intermediate	Base
<b>HMA</b>				
76-22 <sup>2</sup>	70-22 or 64-22	20.0	20.0	20.0
	70-28 or 64-28	30.0	35.0	40.0
70-22 <sup>2</sup>	64-22	20.0	20.0	20.0
	64-28 or 58-28	30.0	35.0	40.0
64-22 <sup>2</sup>	58-28	30.0	35.0	40.0
76-28 <sup>2</sup>	70-28 or 64-28	20.0	20.0	20.0
	64-34	30.0	35.0	40.0
70-28 <sup>2</sup>	64-28 or 58-28	20.0	20.0	20.0
	64-34 or 58-34	30.0	35.0	40.0
64-28 <sup>2</sup>	58-28	20.0	20.0	20.0
	58-34	30.0	35.0	40.0
<b>WMA<sup>3</sup></b>				
76-22 <sup>2</sup>	70-22 or 64-22	30.0	35.0	40.0
70-22 <sup>2</sup>	64-22 or 58-28	30.0	35.0	40.0
64-22 <sup>4</sup>	58-28	30.0	35.0	40.0
76-28 <sup>2</sup>	70-28 or 64-28	30.0	35.0	40.0
70-28 <sup>2</sup>	64-28 or 58-28	30.0	35.0	40.0
64-28 <sup>4</sup>	58-28	30.0	35.0	40.0

1. Combined recycled binder from RAP and RAS.
2. Use no more than 20.0% recycled binder when using this originally specified PG binder.
3. WMA as defined in Section 340.2.6.2., "Warm Mix Asphalt (WMA)."
4. When used with WMA, this originally specified PG binder is allowed for use at the maximum recycled binder ratios shown in this table.

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### 3. EQUIPMENT

Provide required or necessary equipment in accordance with Item 320, "Equipment for Asphalt Concrete Pavement."

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### 4. CONSTRUCTION

Produce, haul, place, and compact the specified paving mixture. In addition to tests required by the specification, Contractors may perform other QC tests as deemed necessary. At any time during the project, the Engineer may perform production and placement tests as deemed necessary in accordance with Item 5, "Control of the Work." Schedule and participate in a pre-paving meeting with the Engineer on or before the first day of paving unless otherwise directed.

- 4.1. **Certification.** Personnel certified by the Department-approved hot-mix asphalt certification program must conduct all mixture designs, sampling, and testing in accordance with Table 6. Supply the Engineer with a list of certified personnel and copies of their current certificates before beginning production and when personnel changes are made. Provide a mixture design developed and signed by a Level 2 certified specialist.

**Table 6**  
**Test Methods, Test Responsibility, and Minimum Certification Levels**

Test Description	Test Method	Contractor	Engineer	Level <sup>1</sup>
<b>1. Aggregate and Recycled Material Testing</b>				
Sampling	<a href="#">Tex-221-F</a>	✓	✓	1A
Dry sieve	<a href="#">Tex-200-F, Part I</a>	✓	✓	1A
Washed sieve	<a href="#">Tex-200-F, Part II</a>	✓	✓	1A
Deleterious material	<a href="#">Tex-217-F, Parts I &amp; III</a>	✓	✓	1A
Decantation	<a href="#">Tex-217-F, Part II</a>	✓	✓	1A
Los Angeles abrasion	<a href="#">Tex-410-A</a>		✓	TxDOT
Magnesium sulfate soundness	<a href="#">Tex-411-A</a>		✓	TxDOT
Micro-Deval abrasion	<a href="#">Tex-461-A</a>		✓	2
Crushed face count	<a href="#">Tex-460-A</a>	✓	✓	2
Flat and elongated particles	<a href="#">Tex-280-F</a>	✓	✓	2
Linear shrinkage	<a href="#">Tex-107-E</a>	✓	✓	2
Sand equivalent	<a href="#">Tex-203-F</a>	✓	✓	2
Organic impurities	<a href="#">Tex-408-A</a>	✓	✓	2
<b>2. Asphalt Binder &amp; Tack Coat Sampling</b>				
Asphalt binder sampling	<a href="#">Tex-500-C, Part II</a>	✓	✓	1A/1B
Tack coat sampling	<a href="#">Tex-500-C, Part III</a>	✓	✓	1A/1B
<b>3. Mix Design &amp; Verification</b>				
Design and JMF changes	<a href="#">Tex-204-F</a>	✓	✓	2
Mixing	<a href="#">Tex-205-F</a>	✓	✓	2
Molding (TGC)	<a href="#">Tex-206-F</a>	✓	✓	1A
Molding (SGC)	<a href="#">Tex-241-F</a>	✓	✓	1A
Laboratory-molded density	<a href="#">Tex-207-F</a>	✓	✓	1A
VMA <sup>2</sup> (calculation only)	<a href="#">Tex-204-F</a>	✓	✓	2
Rice gravity	<a href="#">Tex-227-F</a>	✓	✓	1A
Ignition oven correction factors <sup>3</sup>	<a href="#">Tex-236-F</a>	✓	✓	2
Indirect tensile strength	<a href="#">Tex-226-F</a>	✓	✓	2
Hamburg Wheel test	<a href="#">Tex-242-F</a>	✓	✓	2
Boil test	<a href="#">Tex-530-C</a>	✓	✓	1A
<b>4. Production Testing</b>				
Mixture sampling	<a href="#">Tex-222-F</a>	✓	✓	1A
Molding (TGC)	<a href="#">Tex-206-F</a>		✓	1A
Molding (SGC)	<a href="#">Tex-241-F</a>		✓	1A
Laboratory-molded density	<a href="#">Tex-207-F</a>		✓	1A
VMA <sup>2</sup> (calculation only)	<a href="#">Tex-204-F</a>		✓	1A
Rice gravity	<a href="#">Tex-227-F</a>		✓	1A
Gradation & asphalt binder content <sup>3</sup>	<a href="#">Tex-236-F</a>		✓	1A
Moisture content	<a href="#">Tex-212-F</a>		✓	1A
Hamburg Wheel test	<a href="#">Tex-242-F</a>		✓	2
Boil test	<a href="#">Tex-530-C</a>		✓	1A
<b>5. Placement Testing</b>				
Trimming roadway cores	<a href="#">Tex-207-F</a>	✓	✓	1A/1B
In-place air voids	<a href="#">Tex-207-F</a>		✓	1A/1B
Establish rolling pattern	<a href="#">Tex-207-F</a>	✓		1B
Ride quality measurement	<a href="#">Tex-1001-S</a>	✓	✓	Note 4

1. Level 1A, 1B, and 2 are certification levels provided by the Hot Mix Asphalt Center certification program.

2. Voids in mineral aggregates.

3. Refer to Section 340.4.8.3., "Production Testing," for exceptions to using an ignition oven.

4. Profiler and operator are required to be certified at the Texas A&M Transportation Institute facility when Surface Test Type B is specified.

4.2.

**Reporting, Testing, and Responsibilities.** Use Department-provided templates to record and calculate all test data pertaining to the mixture design. The Engineer will use Department templates for any production and placement testing. Obtain the current version of the templates at <http://www.txdot.gov/inside-txdot/forms-publications/consultants-contractors/forms/site-manager.html> or from the Engineer.

The maximum allowable time for the Engineer to exchange test data with the Contractor is as given in Table 7 unless otherwise approved. The Engineer will immediately report to the Contractor any test result that requires suspension of production or placement or that fails to meet the specification requirements.

Subsequent mix placed after test results are available to the Contractor, which require suspension of operations, may be considered unauthorized work. Unauthorized work will be accepted or rejected at the discretion of the Engineer in accordance with Article 5.3., "Conformity with Plans, Specifications, and Special Provisions."

**Table 7**  
**Reporting Schedule**

Description	Reported By	Reported To	To Be Reported Within
<b>Production Testing</b>			
Gradation	Engineer	Contractor	1 working day of completion of the test
Asphalt binder content			
Laboratory-molded density			
VMA (calculation)			
Hamburg Wheel test			
Moisture content			
Boil test			
Binder tests			
<b>Placement Testing</b>			
In-place air voids	Engineer	Contractor	1 working day of completion of the test <sup>1</sup>

1. 2 days are allowed if cores cannot be dried to constant weight within 1 day.

#### 4.3. Mixture Design.

4.3.1. **Design Requirements.** The Contractor may design the mixture using a Texas Gyrotory Compactor (TGC) or a Superpave Gyrotory Compactor (SGC) unless otherwise shown on the plans. Use the dense-graded design procedure provided in [Tex-204-F](#). Design the mixture to meet the requirements listed in Tables 1, 2, 3, 4, 5, 8, 9, and 10.

4.3.1.1. **Target Laboratory-Molded Density When The TGC Is Used.** Design the mixture at a 96.5% target laboratory-molded density. Increase the target laboratory-molded density to 97.0% or 97.5% at the Contractor's discretion or when shown on the plans or specification.

4.3.1.2. **Design Number of Gyration (Ndesign) When The SGC Is Used.** Design the mixture at 50 gyrations (Ndesign). Use a target laboratory-molded density of 96.0% to design the mixture; however, adjustments can be made to the Ndesign value as noted in Table 9. The Ndesign level may be reduced to no less than 35 gyrations at the Contractor's discretion.

Use an approved laboratory from the Department's MPL to perform the Hamburg Wheel test in accordance with [Tex-242-F](#), and provide results with the mixture design, or provide the laboratory mixture and request that the Department perform the Hamburg Wheel test. The Engineer will be allowed 10 working days to provide the Contractor with Hamburg Wheel test results on the laboratory mixture design.

The Engineer will provide the mixture design when shown on the plans. The Contractor may submit a new mixture design at any time during the project. The Engineer will verify and approve all mixture designs (JMF1) before the Contractor can begin production.

Provide the Engineer with a mixture design report using the Department-provided template. Include the following items in the report:

- the combined aggregate gradation, source, specific gravity, and percent of each material used;
- asphalt binder content and aggregate gradation of RAP and RAS stockpiles;
- the target laboratory-molded density (or Ndesign level when using the SGC);
- results of all applicable tests;

- the mixing and molding temperatures;
- the signature of the Level 2 person or persons that performed the design;
- the date the mixture design was performed; and
- a unique identification number for the mixture design.

**Table 8**  
**Master Gradation Limits (% Passing by Weight or Volume) and VMA Requirements**

Sieve Size	A Coarse Base	B Fine Base	C Coarse Surface	D Fine Surface	F Fine Mixture
2"	100.0 <sup>1</sup>	–	–	–	–
1-1/2"	98.0–100.0	100.0 <sup>1</sup>	–	–	–
1"	78.0–94.0	98.0–100.0	100.0 <sup>1</sup>	–	–
3/4"	64.0–85.0	84.0–98.0	95.0–100.0	100.0 <sup>1</sup>	–
1/2"	50.0–70.0	–	–	98.0–100.0	100.0 <sup>1</sup>
3/8"	–	60.0–80.0	70.0–85.0	85.0–100.0	98.0–100.0
#4	30.0–50.0	40.0–60.0	43.0–63.0	50.0–70.0	70.0–90.0
#8	22.0–36.0	29.0–43.0	32.0–44.0	35.0–46.0	38.0–48.0
#30	8.0–23.0	13.0–28.0	14.0–28.0	15.0–29.0	12.0–27.0
#50	3.0–19.0	6.0–20.0	7.0–21.0	7.0–20.0	6.0–19.0
#200	2.0–7.0	2.0–7.0	2.0–7.0	2.0–7.0	2.0–7.0
<b>Design VMA, % Minimum</b>					
–	12.0	13.0	14.0	15.0	16.0
<b>Production (Plant-Produced) VMA, % Minimum</b>					
–	11.5	12.5	13.5	14.5	15.5

1. Defined as maximum sieve size. No tolerance allowed.

**Table 9**  
**Laboratory Mixture Design Properties**

Mixture Property	Test Method	Requirement
Target laboratory-molded density, % (TGC)	<a href="#">Tex-207-F</a>	96.5 <sup>1</sup>
Design gyrations (Ndesign for SGC)	<a href="#">Tex-241-F</a>	50 <sup>2</sup>
Indirect tensile strength (dry), psi	<a href="#">Tex-226-F</a>	85–200 <sup>3</sup>
Boil test <sup>4</sup>	<a href="#">Tex-530-C</a>	–

1. Increase to 97.0% or 97.5% at the Contractor's discretion or when shown on the plans or specification.
2. Adjust within a range of 35–100 gyrations when shown on the plans or specification or when mutually agreed between the Engineer and Contractor.
3. The Engineer may allow the IDT strength to exceed 200 psi if the corresponding Hamburg Wheel rut depth is greater than 3.0 mm and less than 12.5 mm.
4. Used to establish baseline for comparison to production results. May be waived when approved.

**Table 10**  
**Hamburg Wheel Test Requirements**

High-Temperature Binder Grade	Test Method	Minimum # of Passes @ 12.5 mm <sup>1</sup> Rut Depth, Tested @ 50°C
PG 64 or lower	<a href="#">Tex-242-F</a>	10,000 <sup>2</sup>
PG 70		15,000 <sup>3</sup>
PG 76 or higher		20,000

1. When the rut depth at the required minimum number of passes is less than 3 mm, the Engineer may require the Contractor to increase the target laboratory-molded density (TGC) by 0.5% to no more than 97.5% or lower the Ndesign level (SGC) to no less than 35 gyrations.
2. May be decreased to no less than 5,000 passes when shown on the plans.
3. May be decreased to no less than 10,000 passes when shown on the plans.

#### 4.3.2.

**Job-Mix Formula Approval.** The job-mix formula (JMF) is the combined aggregate gradation, target laboratory-molded density (or Ndesign level), and target asphalt percentage used to establish target values for hot-mix production. JMF1 is the original laboratory mixture design used to produce the trial batch. When



WMA is used, JMF1 may be designed and submitted to the Engineer without including the WMA additive. When WMA is used, document the additive or process used and recommended rate on the JMF1 submittal. Furnish a mix design report (JMF1) with representative samples of all component materials and request approval to produce the trial batch. Provide approximately 10,000 g of the design mixture and request that the Department perform the Hamburg Wheel test if opting to have the Department perform the test. The Engineer will verify JMF1 based on plant-produced mixture from the trial batch unless otherwise determined. The Engineer may accept an existing mixture design previously used on a Department project and may waive the trial batch to verify JMF1. Provide split samples of the mixtures and blank samples used to determine the ignition oven correction factors. The Engineer will determine the aggregate and asphalt correction factors from the ignition oven used for production testing in accordance with [Tex-236-F](#).

The Engineer will use a TGC calibrated in accordance with [Tex-914-K](#) in molding production samples. Provide an SGC at the Engineer's field laboratory for use in molding production samples if the SGC is used to design the mix.

The Engineer may perform [Tex-530-C](#) and retain the tested sample for comparison purposes during production. The Engineer may waive the requirement for the boil test.

4.3.3. **JMF Adjustments.** If JMF adjustments are necessary to achieve the specified requirements, the adjusted JMF must:

- be provided to the Engineer in writing before the start of a new lot;
- be numbered in sequence to the previous JMF;
- meet the mixture requirements in Table 4 and Table 5;
- meet the master gradation limits shown in Table 8; and
- be within the operational tolerances of the current JMF listed in Table 11.

The Engineer may adjust the asphalt binder content to maintain desirable laboratory density near the optimum value while achieving other mix requirements.

**Table 11**  
**Operational Tolerances**

Description	Test Method	Allowable Difference Between Trial Batch and JMF1 Target	Allowable Difference from Current JMF Target
Individual % retained for #8 sieve and larger	<a href="#">Tex-200-F</a> or <a href="#">Tex-236-F</a>	Must be within master grading limits in Table 8	±5.0 <sup>1,2</sup>
Individual % retained for sieves smaller than #8 and larger than #200			±3.0 <sup>1,2</sup>
% passing the #200 sieve			±2.0 <sup>1,2</sup>
Asphalt binder content, %	<a href="#">Tex-236-F</a>	±0.5	±0.3 <sup>2</sup>
Laboratory-molded density, %	<a href="#">Tex-207-F</a>	±1.0	±1.0
VMA, %, min	<a href="#">Tex-204-F</a>	Note 3	Note 3

1. 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.
2. Only applies to mixture produced for Lot 1 and higher.
3. Mixture is required to meet Table 8 requirements.

4.4. **Production Operations.** Perform a new trial batch when the plant or plant location is changed. Take corrective action and receive approval to proceed after any production suspension for noncompliance to the specification. Submit a new mix design and perform a new trial batch when the asphalt binder content of:

- any RAP stockpile used in the mix is more than 0.5% higher than the value shown on the mixture design report; or
- RAS stockpile used in the mix is more than 2.0% higher than the value shown on the mixture design report.

4.4.1. **Storage and Heating of Materials.** Do not heat the asphalt binder above the temperatures specified in Item 300, "Asphalts, Oils, and Emulsions," or outside the manufacturer's recommended values. Provide the Engineer with daily records of asphalt binder and hot-mix asphalt discharge temperatures (in legible and discernible increments) in accordance with Item 320, "Equipment for Asphalt Concrete Pavement," unless

otherwise directed. Do not store mixture for a period long enough to affect the quality of the mixture, nor in any case longer than 12 hr. unless otherwise approved.

- 4.4.2. **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 (or 275°F for WMA) and is not lower than 215°F. The Department will not pay for or allow placement of any mixture produced above 350°F.

Produce WMA within the target discharge temperature range of 215°F and 275°F when WMA is required. Take corrective action any time the discharge temperature of the WMA exceeds the target discharge range. The Engineer may suspend production operations if the Contractor's corrective action is not successful at controlling the production temperature within the target discharge range. Note that when WMA is produced, it may be necessary to adjust burners to ensure complete combustion such that no burner fuel residue remains in the mixture.

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 will obtain the sample immediately after discharging the mixture into the truck, and will perform the test promptly.

- 4.5. **Hauling Operations.** Clean all truck beds before use to ensure that mixture is not contaminated. Use a release agent shown on the Department's MPL to coat the inside bed of the truck when necessary.

Use equipment for hauling as defined in Section 340.4.6.3.2., "Hauling Equipment." Use other hauling equipment only when allowed.

- 4.6. **Placement Operations.** Collect haul tickets from each load of mixture delivered to the project and provide the Department's copy to the Engineer approximately every hour, or as directed. Use a hand-held thermal camera or infrared thermometer to measure and record the internal temperature of the mixture as discharged from the truck or Material Transfer Device (MTD) before or as the mix enters the paver and an approximate station number or GPS coordinates on each ticket unless otherwise directed. Calculate the daily yield and cumulative yield for the specified lift and provide to the Engineer at the end of paving operations for each day unless otherwise directed. The Engineer may suspend production if the Contractor fails to produce and provide haul tickets and yield calculations by the end of paving operations for each day.

Prepare the surface by removing raised pavement markers and objectionable material such as moisture, dirt, sand, leaves, and other loose impediments from the surface before placing mixture. Remove vegetation from pavement edges. Place the mixture to meet the typical section requirements and produce a smooth, finished surface with a uniform appearance and texture. Offset longitudinal joints of successive courses of hot-mix by at least 6 in. Place mixture so that longitudinal joints on the surface course coincide with lane lines, or as directed. Ensure that all finished surfaces will drain properly.

Place the mixture at the rate or thickness shown on the plans. The Engineer will use the guidelines in Table 12 to determine the compacted lift thickness of each layer when multiple lifts are required. The thickness determined is based on the rate of 110 lb./sq. yd. for each inch of pavement unless otherwise shown on the plans.

**Table 12**  
**Compacted Lift Thickness and Required Core Height**

Mixture Type	Compacted Lift Thickness Guidelines		Minimum Untrimmed Core Height (in.) Eligible for Testing
	Minimum (in.)	Maximum (in.)	
A	3.00	6.00	2.00
B	2.50	5.00	1.75
C	2.00	4.00	1.50
D	1.50	3.00	1.25
F	1.25	2.50	1.25

- 4.6.1. **Weather Conditions.** Place mixture when the roadway surface temperature is at or above 60°F unless otherwise approved. Measure the roadway surface temperature with a hand-held thermal camera or infrared thermometer. The Engineer may allow mixture placement to begin before the roadway surface reaches the required temperature if conditions are such that the roadway surface will reach the required temperature within 2 hr. of beginning placement operations. Place mixtures only when weather conditions and moisture conditions of the roadway surface are suitable as determined by the Engineer. The Engineer may restrict the Contractor from paving if the ambient temperature is likely to drop below 32°F within 12 hr. of paving.
- 4.6.2. **Tack Coat.** Clean the surface before placing the tack coat. The Engineer will set the rate between 0.04 and 0.10 gal. of residual asphalt per square yard of surface area. Apply a uniform tack coat at the specified rate unless otherwise directed. Apply the tack coat in a uniform manner to avoid streaks and other irregular patterns. Apply a thin, uniform tack coat to all contact surfaces of curbs, structures, and all joints. Allow adequate time for emulsion to break completely before placing any material. Prevent splattering of tack coat when placed adjacent to curb, gutter, and structures. Roll the tack coat with a pneumatic-tire roller to remove streaks and other irregular patterns when directed.
- 4.6.3. **Lay-Down Operations.**
- 4.6.3.1. **Windrow Operations.** Operate windrow pickup equipment so that when hot-mix is placed in windrows substantially all the mixture deposited on the roadbed is picked up and loaded into the paver.
- 4.6.3.2. **Hauling Equipment.** Use belly dumps, live bottom, or end dump trucks to haul and transfer mixture; however, with exception of paving miscellaneous areas, end dump trucks are only allowed when used in conjunction with an MTD with remixing capability unless otherwise allowed.
- 4.6.3.3. **Screed Heaters.** Turn off screed heaters, to prevent overheating of the mat, if the paver stops for more than 5 min.
- 4.7. **Compaction.** Compact the pavement uniformly to contain between 3.8% and 8.5% in-place air voids.
- Furnish the type, size, and number of rollers required for compaction as approved. Use a pneumatic-tire roller to seal the surface unless excessive pickup of fines occurs. Use additional rollers as required to remove any roller marks. Use only water or an approved release agent on rollers, tamps, and other compaction equipment unless otherwise directed.
- Use the control strip method shown in [Tex-207-F](#), Part IV, on the first day of production to establish the rolling pattern that will produce the desired in-place air voids unless otherwise directed.
- Use tamps to thoroughly compact the edges of the pavement along curbs, headers, and similar structures and in locations that will not allow thorough compaction with rollers. The Engineer may require rolling with a trench roller on widened areas, in trenches, and in other limited areas.
- 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.

Allow the compacted pavement to cool to 160°F or lower before opening to traffic unless otherwise directed. Sprinkle the finished mat with water or limewater, when directed, to expedite opening the roadway to traffic.

4.8. **Production Acceptance.**

4.8.1. **Production Lot.** Each day of production is defined as a production lot. Lots will be sequentially numbered and correspond to each new day of production. Note that lots are not subdivided into sublots for this specification.

4.8.2. **Production Sampling.**

4.8.2.1. **Mixture Sampling.** The Engineer may obtain mixture samples in accordance with [Tex-222-F](#) at any time during production.

4.8.2.2. **Asphalt Binder Sampling.** The Engineer may obtain or require the Contractor to obtain 1 qt. samples of the asphalt binder at any time during production from a port located immediately upstream from the mixing drum or pug mill in accordance with [Tex-500-C](#), Part II. The Engineer may test any of the asphalt binder samples to verify compliance with Item 300, "Asphalts, Oils, and Emulsions."

4.8.3. **Production Testing.** The Engineer will test at the frequency listed in the Department's *Guide Schedule of Sampling and Testing* and this specification. The Engineer may suspend production if production tests do not meet specifications or are not within operational tolerances listed in Table 11. Take immediate corrective action if the Engineer's laboratory-molded density on any sample is less than 95.0% or greater than 98.0%, to bring the mixture within these tolerances. The Engineer may suspend operations if the Contractor's corrective actions do not produce acceptable results. The Engineer will allow production to resume when the proposed corrective action is likely to yield acceptable results.

The Engineer may use alternate methods for determining the asphalt binder content and aggregate gradation if the aggregate mineralogy is such that [Tex-236-F](#) does not yield reliable results. Use the applicable test procedure if an alternate test method is selected.

**Table 13**  
**Production and Placement Testing**

Description	Test Method
Individual % retained for #8 sieve and larger	<a href="#">Tex-200-F</a> or <a href="#">Tex-236-F</a>
Individual % retained for sieves smaller than #8 and larger than #200	
% passing the #200 sieve	
Laboratory-molded density	<a href="#">Tex-207-F</a>
Laboratory-molded bulk specific gravity	
In-Place air voids	
VMA	<a href="#">Tex-204-F</a>
Moisture content	<a href="#">Tex-212-F</a> , Part II
Theoretical maximum specific (Rice) gravity	<a href="#">Tex-227-F</a>
Asphalt binder content	<a href="#">Tex-236-F</a>
Hamburg Wheel test	<a href="#">Tex-242-F</a>
Recycled Asphalt Shingles (RAS) <sup>1</sup>	<a href="#">Tex-217-F</a> , Part III
Asphalt binder sampling and testing	<a href="#">Tex-500-C</a>
Tack coat sampling and testing	<a href="#">Tex-500-C</a> , Part III
Boil test	<a href="#">Tex-530-C</a>

1. Testing performed by the Construction Division or designated laboratory.

4.8.3.1. **voids in Mineral Aggregates (VMA).** The Engineer may determine the VMA for any production lot. Take immediate corrective action if the VMA value for any lot is less than the minimum VMA requirement for production listed in Table 8. Suspend production and shipment of the mixture if the Engineer's VMA result is more than 0.5% below the minimum VMA requirement for production listed in Table 8. In addition to suspending production, the Engineer may require removal and replacement or may allow the lot to be left in place without payment.

4.8.3.2. **Hamburg Wheel Test.** The Engineer may perform a Hamburg Wheel test at any time during production, including when the boil test indicates a change in quality from the materials submitted for JMF1. In addition to testing production samples, the Engineer may obtain cores and perform Hamburg Wheel tests on any areas of the roadway where rutting is observed. Suspend production until further Hamburg Wheel tests meet the specified values when the production or core samples fail the Hamburg Wheel test criteria in Table 10. Core samples, if taken, will be obtained from the center of the finished mat or other areas excluding the vehicle wheel paths. The Engineer may require up to the entire lot of any mixture failing the Hamburg Wheel test to be removed and replaced at the Contractor's expense.

If the Department's or Department-approved laboratory's Hamburg Wheel test results in a "remove and replace" condition, the Contractor may request that the Department confirm the results by re-testing the failing material. The Construction Division will perform the Hamburg Wheel tests and determine the final disposition of the material in question based on the Department's test results.

4.8.4. **Individual Loads of Hot-Mix.** 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 11, payment will be made for the load. If test results are not within operational tolerances, no payment will be made for the load.

4.9. **Placement Acceptance.**

4.9.1. **Placement Lot.** A placement lot is defined as the area placed during a production lot (one day's production). Placement lot numbers will correspond with production lot numbers.

4.9.2. **Miscellaneous Areas.** Miscellaneous areas include areas that typically involve significant handwork or discontinuous paving operations, such as temporary detours, driveways, mailbox turnouts, crossovers, gores, spot level-up areas, and other similar areas. Miscellaneous areas also include level-ups and thin overlays when the layer thickness specified on the plans is less than the minimum untrimmed core height eligible for testing shown in Table 12. The specified layer thickness is based on the rate of 110 lb./sq. yd. for each inch of pavement unless another rate is shown on the plans. Compact miscellaneous areas in accordance with Section 340.4.7., "Compaction." Miscellaneous areas are not subject to in-place air void determination except for temporary detours when shown on the plans.

4.9.3. **Placement Sampling.** Provide the equipment and means to obtain and trim roadway cores on site. On site is defined as in close proximity to where the cores are taken. Obtain the cores within one working day of the time the placement lot is completed unless otherwise approved. Obtain two 6-in. diameter cores side-by-side at each location selected by the Engineer for in-place air void determination unless otherwise shown on the plans. For Type D and Type F mixtures, 4-in. diameter cores are allowed. Mark the cores for identification, measure and record the untrimmed core height, and provide the information to the Engineer. The Engineer will witness the coring operation and measurement of the core thickness.

Visually inspect each core and verify that the current paving layer is bonded to the underlying layer. Take corrective action if an adequate bond does not exist between the current and underlying layer to ensure that an adequate bond will be achieved during subsequent placement operations.

Trim the cores immediately after obtaining the cores from the roadway in accordance with [Tex-207-F](#) if the core heights meet the minimum untrimmed value listed in Table 12. Trim the cores on site in the presence of the Engineer. Use a permanent marker or paint pen to record the date and lot number on each core as well as the designation as Core A or B. The Engineer may require additional information to be marked on the core and may choose to sign or initial the core. The Engineer will take custody of the cores immediately after they are trimmed and will retain custody of the cores until the Department's testing is completed. Before turning the trimmed cores over to the Engineer, the Contractor may wrap the trimmed cores or secure them in a manner that will reduce the risk of possible damage occurring during transport by the Engineer. After testing, the Engineer will return the cores to the Contractor.

The Engineer may have the cores transported back to the Department's laboratory at the HMA plant via the Contractor's haul truck or other designated vehicle. In such cases where the cores will be out of the Engineer's possession during transport, the Engineer will use Department-provided security bags and the Roadway Core Custody protocol located at <http://www.txdot.gov/business/specifications.htm> to provide a secure means and process that protects the integrity of the cores during transport.

Instead of the Contractor trimming the cores on site immediately after coring, the Engineer and the Contractor may mutually agree to have the trimming operations performed at an alternate location such as a field laboratory or other similar location. In such cases, the Engineer will take possession of the cores immediately after they are obtained from the roadway and will retain custody of the cores until testing is completed. Either the Department or Contractor representative may perform trimming of the cores. The Engineer will witness all trimming operations in cases where the Contractor representative performs the trimming operation.

Dry the core holes and tack the sides and bottom immediately after obtaining the cores. Fill the hole with the same type of mixture and properly compact the mixture. Repair core holes with other methods when approved.

4.9.4. **Placement Testing.** The Engineer may measure in-place air voids at any time during the project to verify specification compliance.

4.9.4.1. **In-Place Air Voids.** The Engineer will measure in-place air voids in accordance with [Tex-207-F](#) and [Tex-227-F](#). Cores not meeting the height requirements in Table 12 will not be tested. Before drying to a constant weight, cores may be pre-dried using a Corelok or similar vacuum device to remove excess moisture. The Engineer will use the corresponding theoretical maximum specific gravity to determine the air void content of each core. The Engineer will use the average air void content of the 2 cores to determine the in-place air voids at the selected location.

The Engineer will use the vacuum method to seal the core if required by [Tex-207-F](#). The Engineer will use the test results from the unsealed core if the sealed core yields a higher specific gravity than the unsealed core. After determining the in-place air void content, the Engineer will return the cores and provide test results to the Contractor.

Take immediate corrective action when the in-place air voids exceed the range of 3.8% and 8.5% to bring the operation within these tolerances. The Engineer may suspend operations or require removal and replacement if the in-place air voids are less than 2.7% or greater than 9.9%. The Engineer will allow paving to resume when the proposed corrective action is likely to yield between 3.8% and 8.5% in-place air voids. Areas defined in Section 340.9.2., "Miscellaneous Areas," are not subject to in-place air void determination.

4.9.5. **Irregularities.** Identify and correct irregularities including segregation, rutting, raveling, flushing, fat spots, mat slippage, irregular color, irregular texture, roller marks, tears, gouges, streaks, uncoated aggregate particles, or broken aggregate particles. The Engineer may also identify irregularities, and in such cases, the Engineer will promptly notify the Contractor. If the Engineer determines that the irregularity will adversely affect pavement performance, the Engineer may require the Contractor to remove and replace (at the Contractor's expense) areas of the pavement that contain irregularities and areas where the mixture does not bond to the existing pavement. If irregularities are detected, the Engineer may require the Contractor to immediately suspend operations or may allow the Contractor to continue operations for no more than one day while the Contractor is taking appropriate corrective action.

4.9.6. **Ride Quality.** Use Surface Test Type A to evaluate ride quality in accordance with Item 585, "Ride Quality for Pavement Surfaces," unless otherwise shown on the plans.

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## 5. MEASUREMENT

Hot mix will be measured by the ton of composite hot-mix, which includes asphalt, aggregate, and additives. Measure the weight on scales in accordance with Item 520, "Weighing and Measuring Equipment."

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**6. PAYMENT**

The work performed and materials furnished in accordance with this Item and measured as provided under Article 340.5., "Measurement," will be paid for at the unit bid price for "Dense Graded Hot-Mix Asphalt (SQ)" of the mixture type, SAC, and binder specified. These prices are full compensation for surface preparation, materials including tack coat, placement, equipment, labor, tools, and incidentals.

Trial batches will not be paid for unless they are included in pavement work approved by the Department.

Payment adjustment for ride quality, if applicable, will be determined in accordance with Item 585, "Ride Quality for Pavement Surfaces."

# Item 315

## Fog Seal



### 1. DESCRIPTION

Apply an emulsified asphalt and water mixture as an aggregate loss preventative or surface seal.

### 2. MATERIALS

Use emulsified asphalt of the type and grade shown on the plans that meet the requirements of Item 300, "Asphalts, Oils, and Emulsions." Provide water in accordance with Article 204.2., "Materials."

Use a quantity of emulsified asphalt in the mixture, expressed as a percentage of total volume, which meets the percentage shown on the plans or directed.

### 3. EQUIPMENT

Provide applicable equipment in accordance with Article 316.3., "Equipment." Furnish the necessary facilities and equipment for determining the temperature of the mixture, regulating the application rate, and securing uniformity at the junction of 2 distributor loads.

### 4. CONSTRUCTION

Apply the mixture when the air temperature is at or above 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.

The Engineer will select the application temperature within the limits recommended in Item 300, "Asphalts, Oils, and Emulsions." Apply the material within 15°F of the selected temperature but less than the maximum allowable temperature.

Distribute material at the rate shown on the plans or as directed.

Open the treated surface to traffic when directed. Furnish and uniformly distribute clean, fine sand on the surface to blot the excess when an excessive quantity of asphalt is applied. Maintain ingress and egress as directed by applying sand to freshly sealed areas.

### 5. MEASUREMENT

This Item will be measured by the gallon of emulsified asphalt used in the emulsified asphalt and water mixture.

### 6. PAYMENT

The work performed and the materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Fog Seal" of the type and grade specified. This price is full compensation for materials, equipment, labor, tools, and incidentals. Blotter sand will not be paid for directly but will be subsidiary to this Item.



# Item 351

## Flexible Pavement Structure Repair



### 1. DESCRIPTION

Repair localized sections of flexible pavement structure including subgrade, base, and surfacing as shown on the plans.

### 2. MATERIALS

Furnish materials unless otherwise shown on the plans. Provide materials of the type and grade as shown on the plans and in accordance with the following.

- Item 132, "Embankment"
- Item 204, "Sprinkling"
- Item 247, "Flexible Base"
- Item 260, "Lime Treatment (Road-Mixed)"
- Item 263, "Lime Treatment (Plant-Mixed)"
- Item 275, "Cement Treatment (Road-Mixed)"
- Item 276, "Cement Treatment (Plant-Mixed)"
- Item 292, "Asphalt Treatment (Plant-Mixed)"
- Item 310, "Prime Coat"
- Item 316, "Seal Coat"
- Item 330, "Limestone Rock Asphalt Pavement"
- Item 334, "Hot-Mix Cold-Laid Asphalt Concrete Pavement"
- Item 340, "Dense Graded Hot-Mix Asphalt (Small Quantity)"

For asphalt concrete materials, Contractor testing and payment adjustment provisions will be waived unless otherwise shown on the plans.

### 3. EQUIPMENT

Furnish equipment in accordance with pertinent Items. Use of a motor grader will be permitted for asphalt concrete pavement unless otherwise shown on the plans.

### 4. WORK METHODS

Repair using one or more of the following operations as shown on the plans. For Contracts with callout work, begin physical repair within 24 hr. of notification unless otherwise shown on the plans. Cut neat vertical faces around the perimeter of the work area when removing pavement structure layers. Removed materials are the property of the Contractor unless otherwise shown on the plans. Dispose of removed material in accordance with federal, state, and local regulations. Provide a smooth line and grade conforming to the adjacent pavement.

- 4.1. **Removing Pavement Structure.** Remove adjacent soil and vegetation if necessary to prevent contamination of the repair area, and place it in a windrow. Do not damage adjacent pavement structure during repair operations. Remove flexible pavement structure layers from work area if subgrade work is required.
- 4.2. **Preparing Subgrade.** Fill holes, ruts, and depressions with approved material. Wet, reshape, and compact the subgrade thoroughly as directed.

Remove unstable subgrade material to the depth directed and replace with an approved material where subgrade has failed.

- 4.3. **Mixing and Placing Base Material.** Place, spread, and compact material in accordance with the applicable Item to the required or directed depth. Pulverize bituminous material to a maximum dimension of 2-1/2 in. and uniformly mix with existing base to the depth shown on the plans when the material is to remain in pavement structure.
- 4.3.1. **Flexible Base.** Use existing base and add new flexible base as required in accordance with Item 247, "Flexible Base," and details shown on the plans to achieve required section.
- 4.3.2. **Lime-Stabilized Base.** Use existing base, add new flexible base, and stabilize with a minimum lime content of 3% by weight of the total mixture. Construct in accordance with Item 260, "Lime Treatment (Road-Mixed)," or Item 263, "Lime Treatment (Plant-Mixed)," and details shown on the plans to achieve required section.
- 4.3.3. **Cement-Stabilized Base.** Use existing base, add flexible base, and stabilize with a minimum cement content of 4% by weight of the total mixture. Construct in accordance with Item 275, "Cement Treatment (Road-Mixed)," or Item 276, "Cement Treatment (Plant-Mixed)," and details shown on the plans to achieve required section.
- 4.3.4. **Asphalt-Stabilized Base.** Place asphalt-stabilized base in accordance with Item 292, "Asphalt Treatment (Plant-Mixed)," or Item 340, "Dense-Graded Hot-Mix Asphalt (Small Quantity)," and details shown on the plans to achieve required section.
- 4.3.5. **Limestone Rock Asphalt.** Place in accordance with Item 330, "Limestone Rock Asphalt Pavement," and details shown on the plans to achieve required section.
- 4.4. **Curing Base.** Cure in accordance with the appropriate Item unless otherwise directed or approved. Maintain completed base sections until surfacing.
- 4.5. **Surfacing.** Apply surfacing with materials as shown on the plans to the completed base section.
- 4.5.1. **Prime Coat.** Protect the compacted, finished, and cured flexible, lime-stabilized, or cement-stabilized base mixtures with a prime coat of the type and grade shown on the plans. Apply the prime coat at the rate shown on the plans.
- 4.5.2. **Surface Treatments.** Apply surface treatment with the type and grade of asphalt and aggregate as shown on the plans in accordance with Item 316, "Seal Coat."
- 4.5.3. **Asphalt Concrete Pavement.** Apply tack coat of the type and grade and at the rate shown on the plans unless otherwise directed. Construct in accordance with Item 330, "Limestone Rock Asphalt Pavement," Item 334, "Hot-Mix Cold-Laid Asphalt Concrete Pavement," or Item 340, "Dense-Graded Hot-Mix Asphalt (Small Quantity)," to achieve required section.
- 4.6. **Finishing.** Regrade and compact disturbed topsoil. Clean roadway surface after repair operations.

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## 5. MEASUREMENT

This Item will be measured by the square yard. In areas where material is excavated, as directed, to depths greater than those specified on the plans, measurement will be made by dividing the actual depth of such area by the plan depth and then multiplying this figure by the area in square yard of work performed. Calculations for each repaired area will be rounded up to the nearest 1/10 sq. yd. At each repair location, the minimum area for payment purposes will be 1 sq. yd.

The minimum quantity for Contracts with callout work is 5 sq. yd. per callout unless otherwise shown on the plans.

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**6. PAYMENT**

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Flexible Pavement Structure Repair" of the specified depth. This price is full compensation for scarifying, removing, hauling, spreading, disposing of, and stockpiling existing pavement structure; removing objectionable or unstable material; furnishing and placing materials; maintaining completed section before surfacing; applying tack or prime coat; hauling, sprinkling, spreading, and compacting; and equipment, labor, tools, and incidentals.



**I. CONTRACT AWARD INFORMATION:**

**A. Term of Contract**

Any contract resulting from this RFB shall be effective from the date that the contract is signed and executed and shall remain in effect for two calendar years. At Bastrop County's option and approval by the vendor, the contract may be renewed for two (2) additional one (1) calendar year periods.

**B. Federal, State and/or Local Identification Information**

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

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

**1. Standard Terms and Conditions**

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

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

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

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

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

- F. Force Majeure: To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with Bastrop County.

- G. Compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- H. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708): Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- I. Clean Air Act (42 U.S.C. 7401-7671g.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387):

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

J. Affirmative Action/EOE: Bastrop County is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for of the Housing and Urban Development Act of 1968 (12U.S.C. 1701u) as amended. See Appendix F - Bastrop County Section 3 Resolution. During the performance of an awarded contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places. Available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This Provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in

Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

K. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by Bastrop County, payment terms for the County are Net 30 days upon receipt of invoice after receipt of goods or services. A 5% retainage will be held from each invoice until the completion of the project. Pay applications must be submitted to the Bastrop County Purchasing Department for approval and processing for payment. Bastrop County will pay based on percentage of completion at the time of pay application submission pending verification from the Bastrop County Road and Bridge Precinct Commissioner. Final approval will be based on an inspection of the project for verification of compliance with all aspects of the scope of work listed within Appendix A of this RFB. The work performed in accordance with this contract shall be paid for using unit



pricing (per ton of material to include all other cost associated with completing the project). This price is full compensation for all task listed in the bid submitted by the vendor and must include all necessary fees, charges and bonds needed to complete this work. Bastrop County will NOT pay any fees to the vendor other than the agreed upon unit price. Contractor shall submit written proof of the quantity of material used with each invoice for verification of invoice cost.

- L. Liquidated Damages: Should the **CONTRACTOR** fail to complete the requirements set forth in the scope of work, Bastrop County will suffer damage. The amount of damage suffered by Bastrop County is difficult, if not impossible, to determine at this time. Therefore, the **CONTRACTOR** shall pay Bastrop County, as liquidated damages, the following:
- The **CONTRACTOR** shall pay Bastrop County, liquidated damages, \$1500 per incident where the **CONTRACTOR** fails to repair damages that are caused by the **CONTRACTOR** and/or sub-contractor(s). Application of liquidated damaged does not release the **CONTRACTOR** from the responsibility of resolving or repairing
  - The amount specified above are mutually agreed upon as reasonable and the proper amount of liquidated damages Bastrop County would suffer in the aforementioned examples.
- M. Warranty of Products and Services: All products or services furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this bid, to the satisfaction of County and in accordance with the manufacturers specifications, terms, and conditions of the scope of work (Appendix A), and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- N. Payment and Performance Bonds: Payment and Performance bonds shall be required and issued for this contract should the total bid price reach the State of Texas threshold for public works projects. The contractor agrees that within ten (10) days after a work order is issued and sent to them by Bastrop County, a Payment Bond will be executed and delivered to Bastrop County for the amount of one hundred percent (100%) of the estimated contract total, should the contract total meet and/or exceed twenty-five thousand dollars (\$25,000). A Performance bond in an amount of one hundred percent (100%) of the estimated contract price should also be executed and delivered to Bastrop County should the contract amount meet and/or exceed one hundred thousand dollars (\$100,000). The Performance and Payment Bond must be maintained throughout the contract execution period. At the completion of all work, the Payment and Performance Bond shall be released. Cost of all bonds must be included in the bid price. Payment for services will not be made until receipt of all required bonds has been made to Bastrop County. **NO WORK CAN BEGIN ON A PROJECT UNTIL ALL NECESSARY BONDS HAVE BEEN RECEIVED BY BASTROP COUNTY.**
- O. Funding: State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Orders or other obligations that may arise beyond the end of the current fiscal year shall be subject to approval of budget funds.
- P. Taxes: The County is exempt from all federal excise taxes and all state and local sales and use taxes. If such taxes are listed on a Bidder's invoice, they will not be paid.
- Q. Insurance: The Bidder, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as County may require:
1. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
  2. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property

Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;

3. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.

Contractor shall submit proof to Bastrop County that said contractor has the ability to meet all insurance requirements listed above.

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

**\*\*THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY\*\***

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

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

\_\_\_\_\_  
Authorized Signatory for Contractor:

\_\_\_\_\_  
Name of Company:

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

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

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

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

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

**OFFICE USE ONLY**

Date Received

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

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

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

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

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

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

Yes       No

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

Yes       No

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

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

**7**

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

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

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

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

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

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

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

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(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

## Implementation of House Bill 1295

### **Certificate of Interested Parties (Form 1295):**

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

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

### **Changed or Amended Contracts:**

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

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

### **Filing Process:**

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

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

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

### **Acknowledgement by State Agency or Governmental Entity:**

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

## Changes to Form 1295

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

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

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

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

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

The newly exempt contract types are marked with an asterisk.

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

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

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

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

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

**OFFICE USE ONLY**

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

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

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

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

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

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

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

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

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**



House Bill 89 VERIFICATION

I, \_\_\_\_\_, the undersigned representative of  
\_\_\_\_\_ (hereafter referred to as company)

being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-  
above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract the above-named  
Company, business or individual with Bastrop County, Texas.

*Pursuant to Section 2270.001, Texas Government Code:*

- 1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
- 2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

\_\_\_\_\_

\_\_\_\_\_

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally  
appeared \_\_\_\_\_, the above-named  
person, who after by me being duly sworn, did swear and confirm that the above  
is true and correct.

NOTARY SEAL

\_\_\_\_\_

NOTARY SIGNATURE

## RESOLUTION

AN AMENDMENT TO A RESOLUTION OF THE COMMISSIONERS' COURT OF THE COUNTY OF BASTROP, TEXAS DATED APRIL 22, 2013 AUTHORIZING THE COUNTY JUDGE OR HIS DESIGNEE TO IMPLEMENT A SECTION 3 PROGRAM, WHICH TO THE GREATEST EXTENT FEASIBLE, WILL PROVIDE JOB TRAINING, EMPLOYMENT, AND CONTRACTING OPPORTUNITIES FOR SECTION 3 BUSINESSES OF THE AREA IN WHICH THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT (TXCDBG) PROGRAM/PROJECT IS BEING CARRIED OUT.

WHEREAS; Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, requires that Bastrop County ensure that training, employment and other economic opportunities generated by certain HUD financial assistance for housing and Community Development Programs shall, to the greatest extent feasible, be given to low- and very low- income persons, particularly those who are recipients of governmental assistance for housing, and to businesses that provide economic opportunities for these persons, and

WHEREAS; the County of Bastrop has been grant funded for various projects under the Texas Community Development Block Grant Program (CDBG), and

WHEREAS; the County of Bastrop is required to adopt a Section 3 Program as part of the requirements of the grant(s), and

WHEREAS; a Section 3 resident is defined as a public housing resident and/or a low to very-low income person who lives in an area where a CDBG assisted project is located, and

WHEREAS; a Section 3 business is defined as a business that has a Section 3 resident own at least 51 percent or more of the business or have at least 30 percent of the permanent, full-time employees of the business identified as Section 3 residents, and

WHEREAS; the County of Bastrop will strive to attain goals for compliance with Section 3 regulations;

NOW THEREFORE BE IT RESOLVED BY THE COMMISSIONERS' COURT OF BASTROP COUNTY, TEXAS:

1. The COMMISSIONERS' COURT has reviewed and hereby agrees to Implement the following steps, which, to the greatest extent feasible, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the area in which the CDBG program/project is being carried out.
2. The COMMISSIONERS' COURT hereby agrees to strive to attain goals for compliance with Section 3 regulations by increasing opportunities for employment and contracting with Section 3 residents and businesses where feasible.
3. The COMMISSIONERS' COURT hereby agrees to assign duties related to implementation of this plan to the designated Section 504 and Equal

Opportunity/Fair Housing Officer.

4. The COMMISSIONERS COURT hereby delegates to the County Judge the authority to implement measures that comply with the Section 3 goals and to assign duties for carrying out these measures to County personnel and/or third party consultant(s).
5. The COMMISSIONERS' COURT hereby agrees that the County will Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by CDBG grant awards through the use of: public notices; bidding advertisements and bid documents; local advertising media including public signage; and Including Section 3 clauses In all CDBG solicitations and contracts.
6. The COMMISSIONERS' COURT hereby agrees to maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in CDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
7. The COMMISSIONERS' COURT hereby agrees to maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
8. The COMMISSIONERS' COURT hereby agrees to require that all Prime contractors and subcontractors on CDBG projects commit to this plan as part of their contract work; monitor the contractors' performance with respect to meeting Section 3 requirements, and require that they submit reports as may be required to the Bastrop County.
9. The COMMISSIONERS' COURT hereby agrees to submit reports as required by the CDBG program regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of calendar year end which identify and quantify Section 3 businesses and employees.
10. The COMMISSIONERS' COURT hereby agrees to maintain records for the CDBG program, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.
11. The COMMISSIONERS COURT hereby orders that the following procedures will be implemented to assure compliance with the intent of this Resolution:
  - a. The County Judge will appoint one or more county employees to coordinate the Section 3 responsibilities for compliance and monitoring of all Section 3 activities for CDBG Disaster Recovery Program funded projects. The County may also engage the services of third party consultants to assist.
  - b. Preference shall be awarded to Section 3 Business Concerns according to the following system:

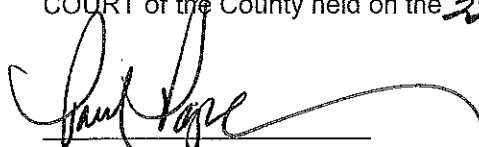
- 1) Where the Section 3 Covered Contract is to be awarded to the lowest responsible bidder, then to the extent permitted by applicable law, the contract, if awarded, shall be awarded to the qualified Section 3 Business Concern with the lowest bid, if it is reasonable and no more than 10 percent higher than the lowest bid from any qualified source. If no bid by a qualified Section 3 Business Concern is within 10 percent of the lowest bid from any qualified source, then any contract award shall be made to the source with the lowest bid.
  - 2) Where the Section 3 Covered Contract is to be awarded based on factors in addition to price, a request for proposals shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each response. The solicitation shall identify all factors to be considered, including price or cost. The rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set aside for the award to respondents who have demonstrated a commitment to meet Section 3 requirements set out below in Section 11 c. If an award is made, the contract shall be awarded to the responsible firm whose proposal provides the best value to the County, considering price and all other factors specified in the rating system.
- c. In responding to a solicitation (Request for Bids, Request for Proposals, etc.) for a Section 3 covered contract, all contractors and subcontractors are required to comply with the Bastrop County Section 3 Plan. The contractor and the County will review the Section 3 Plan procedures and applicable forms that the contractor will use to report progress toward Section 3 goals. The Section 3 requirements also apply to contracts with consultants for a Section 3 covered contract.
  - d. All general contractors and/or sub-contractors shall set a goal that 30 percent of new hires will be Section 3 residents. Contractors should provide job opportunities for skilled and unskilled workers. All Contractors and Subcontractors will be required to post all new hire opportunities with the local Workforce Solutions Center, WorkinTexas.com, and Bastrop County.
  - e. Bastrop County will analyze and evaluate the contractor's compliance with requirements and obligations set forth in the contract. In the event that a review reveals a contractor has not complied with Section 3 requirements, the County will undertake efforts to help the contractor achieve compliance.
  - f. The contractor and or sub-contractor shall submit monthly

reports regarding the status of each Section 3 participant. An annual report will also be requested from each contractor and/or subcontractor in connection to the performance of each project. This Annual Report will document the efforts and success of all Section 3 participants and subcontractors working under the general contractor, in reaching the percentage goals for employment and business opportunities established in these policies.

- g. The contractor and/or subcontractor shall submit weekly-certified payroll reports to Bastrop County. This report shall be submitted weekly and clearly identify Section 3 Hires.
- h. Bastrop County or its consultant will conduct periodic site visits to the worksite. The Coordinator shall visibly notice each Section 3 hire on site. The general contractor will sign a monitoring form verifying that a Section 3 worker is present.
- i. Complaints regarding the County's Section 3 Program must be submitted in writing. All complaints must include the complainant's name, address, telephone number, and a brief narrative detailing the complaint, including but not limited to, the date of the alleged violation and the date the alleged violation was discovered. Complaints shall be filed within 30 calendar days after the complainant becomes aware of any alleged violation. Bastrop County will investigate every complaint. All parties involved will have the opportunity to submit testimony and/or evidence as may be available and relevant to the complaint, and a written determination will be issued within 30 days after the filing of the complaint. Filing a complaint does not terminate a contractor's Section 3 requirements. Contractors remain accountable for fulfilling the agreed upon Section 3 requirements.

As officers and representatives of the County of Bastrop, we the undersigned have read and fully agree and become a party to the full implementation of this program.

PASSED AND ADOPTED at a regular meeting of the COMMISSIONERS' COURT of the County held on the 22<sup>nd</sup> day of June 2015.

  
Paul Pape, County Judge

ATTEST:  
  
Rose Pietsch, County Clerk

## ANTI-LOBBYING CERTIFICATION

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

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

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

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(Firm Name)

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(Signature)

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(Print Name)

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(Print Title)

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(Date Certified)

NOTE: Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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## DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

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

**CONTRACTOR'S CERTIFICATION**  
**of RECOVERED MATERIAL**

**ACKNOWLEDGEMENT**

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

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

Finally, I acknowledge the attached list of recovered materials included in the bid documents. (For up-to-date listing, please go to <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#directory>)

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**USE OF RECOVERED MATERIAL**

**Please check one:**

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

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date