



JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6
Karen J. Stewart, MBA, CTP Business Manager: Purchasing Agent

6550 Walden Rd., Beaumont, Texas 77707 Phone: 409-842-1818 Fax: 409-842-2729

LEGAL NOTICE
Advertisement for Invitation for Bids

July 28, 2021

Notice is hereby given that sealed bids will be accepted by the Jefferson County Drainage District No. 6 Purchasing Department for (IFB 21-026/KJS), Reinforcing Steel Bars (Rebar) and Reinforcing Steel (Wire or Welded Wire Reinforcement) for Byrd Gully Ditch 1205 a FEMA FMA Grant Project for Jefferson County Drainage District No. 6. Specifications for this project may be obtained from the Jefferson County Drainage District No. 6 webpage, <https://dd6.org/departments/purchasing/notices-for-bid/>

Bids are to be sealed and addressed to the Purchasing Department with the bid number and name marked on the outside of the envelope. Bidders shall forward an original and three (3) copies of their bid to the address shown below. Jefferson County Drainage District No. 6 does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud at the Jefferson County Drainage District No. 6 Facilities at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Re-Bar for Byrd Gully Ditch 1205
BID NO: IFB 21-026/KJS
DUE DATE: 2:00 PM, August 13, 2021
MAIL OR DELIVER TO: Jefferson County Drainage District No. 6
Purchasing Department
6550 Walden Rd.
Beaumont, Texas 77707

Any questions relating to these requirements should be directed to Karen J. Stewart, Purchasing Agent, at 409-842-1818 or kstewart@dd6.org.

Jefferson County Drainage District No. 6 reserves the right to accept or reject any or all bids, to waive technicalities and to take whatever action is in the best interest of the District.

All interested vendors are invited to submit a bid in accordance with the terms and conditions stated in this bid.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

A handwritten signature of Karen J. Stewart in blue ink, written over a circular official stamp of the Jefferson County Drainage District No. 6.

Karen J. Stewart, MBA,
Business Manager: Purchasing Agent
Jefferson County Drainage District No. 6, Texas

Publish: Beaumont Examiner July 29th and August 5th, 2021
Electronic State Business Daily (ESBD) <http://www.txsmartbuy.com/sp/>

IFB 21-026/KJS
Re-Bar for Byrd Gully Ditch 1205
Bids due: 2:00PM CT, Friday, August 13, 2021

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) original bid copy to include a completed copy of this specifications packet, in its entirety.
- Two (2) numbered bid copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

Additionally, Bidder must monitor the Jefferson County Drainage District No. 6 Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

<https://www.dd6.org/purchasing/bid-specs/bids>

Instructions to Bidders

1. Bid Submission

Bids must be submitted in complete original form by mail or messenger to the following

Address: Jefferson County Drainage District No. 6
Purchasing Department
6550 Walden Rd.
Beaumont, TX 77707

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

All bids shall be tightly sealed in an opaque envelope and plainly marked with the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Late bids will not be accepted and will be returned unopened to the bidder.

All bids submitted in response to this invitation shall become the property of Jefferson County Drainage District No. 6 and will be a matter of public record available for review.

2. Bid Submissions during Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the District to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the bid closing will automatically be postponed until the next business day that the District offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, The District may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the District of their interest in the project, should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The District reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal District processes, and bid submissions cannot be received by Jefferson County Drainage District No. 6 Purchasing Department's office by the exact time specified in the IFB and urgent District requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal District processes resume.

3. Preparation of Bids

The bid shall be legibly printed in ink or typed.

The District requests that bid submissions NOT be bound by staples or glued spines.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

Jefferson County Drainage District No. 6 is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

4. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

5. District Holidays 2020:

January 1	Friday	New Year's
January 18	Monday	Martin Luther King, Jr. Day
February 15	Monday	President's Day
April 2	Friday	Good Friday
May 31	Monday	Memorial Day
July 5	Monday	Independence Day
September 6	Monday	Labor Day
November 11	Thursday	Veteran's Day
November 25 & 26	Thursday & Friday	Thanksgiving
December 23 & 24	Thursday & Friday	Christmas
December 31, 2021	Friday	New Year's

6. Rejection or Withdrawal

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County Drainage District No. 6 reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

7. Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County Drainage District No. 6 is declared a disaster area, by The County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service The District, during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the District's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

8. Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County Drainage District No. 6 – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County Drainage District No. 6 reserves the right to accept a bid in whole or in part, and to award

by item or by group, whichever is deemed to be in the best interest of Jefferson County Drainage District No. 6. Any bidder who is in default to Jefferson County Drainage District No. 6 at the time of submittal of the bid shall have that bid rejected. Jefferson County Drainage District No. 6 reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County Drainage District No. 6, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County Drainage District No. 6 shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County Drainage District No. 6 may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County Drainage District No. 6 reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one Bidder, and/or to reject any or all bids. In the event the lowest dollar Bidder meeting specifications is not awarded a contract, Bidder may appear before the Board of Directors and present their case after officially notifying the Office of the Purchasing Agent of Bidder's intent to appear.

9. Contract

A response to an IFB is an offer to contract with Jefferson County Drainage District No. 6 based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County Drainage District No. 6 Board of Directors, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

10. Waiver of Subrogation

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County Drainage District No. 6 as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

11. Fiscal Funding

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

12. Bid Results

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (www.dd6.org) as soon as possible following bid opening. A final tabulation will be posted following bid award and will also be available for review in the Purchasing Department.

13. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of The District Purchasing Agent.

14. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County Drainage District No. 6's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County Drainage District No. 6 and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County Drainage District No. 6 reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

15. Delivery

Bids shall include all charges for delivery, packing, crating, containers, etc. unless otherwise stated by the bidder in writing on the included Bid Form, prices bid will be considered as being based on F.O.B. destination/delivered freight included.

16. Interpretation of Bid and/or Contract Documents

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

17. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

18. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern. LUMP SUM OR COST PLUS IS NOT ALLOWED.

19. Notice to Proceed/Purchase Order

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

20. Certification

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- A. The submission of the offer did not involve collusion or other anti-competitive practices.
- B. The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- C. The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

21. Definitions

"District" – Jefferson County Drainage District No. 6.

"Vendor" – Bidder whose proposal is accepted by Jefferson County Drainage District No. 6.

22. Historically Under-Utilized Business and Minority-Women Business Enterprise Participation

It is the desire of Jefferson County Drainage District No. 6 to increase the participation of Historically Under-utilized Business (HUB) including Minority (MBE) and women owned (WBE) businesses in its contracting and procurement programs. While the District does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

General Conditions of Bidding and Terms of Contract

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and, in the specifications, and plans.

1. Bidding

A. Bids

All bids must be submitted on the bid form furnished in this package.

B. Authorized Signatures

The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

C. Late Bids

Bids must be in the office of the Jefferson County Drainage District No. 6 Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

D. Withdrawal of Bids Prior to Bid Opening

A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County Drainage District No. 6 reserves the right to withdraw a request for bids before the opening date.

E. Withdrawal of Bids After Bid Opening

Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

F. Bid Amounts

Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County Drainage District No. 6.

G. Exceptions and/or Substitutions

All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County Drainage District No. 6 rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County Drainage District No. 6.

H. **Alternates**

The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

I. **Descriptions**

Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

J. **Bid Alterations**

Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

K. **Tax Exempt Status**

Jefferson County Drainage District No. 6 is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

L. **Quantities**

Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

M. **Bid Award**

Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County Drainage District No. 6 reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County Drainage District No. 6 reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the District. Jefferson County Drainage District No. 6 reserves the right to award based upon individual line items, sections or total bid. MUST BE IN SYSTEM OF AWARDS MANAGEMENT AS ACTIVE AND NOT DEBARRED. CONTRACTOR MUST ENSURE REGISTRATION IS ACTIVE AT ALL TIMES. IT IS FREE TO REGISTER AT SAMS.GOV.

N. **Silence of Specifications for Complete Units**

All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

O. **Addenda**

Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

P. **General Bid Bond/Surety Requirements**

Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

Q. **General Insurance Requirements**

Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

R. **Responsiveness**

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

S. **Responsible Standing of Bidder**

To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

T. **Confidential/ Proprietary Data**

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder must clearly mark the applicable pages of bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. The District will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable and will make the entire bid submission subject to release under the Texas Public Information Act.

U. **Bid Reproduction.** By submitting a bid, Bidder agrees to reproduction by the District, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

V. **Public Bid Opening.** Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by The District. Following the bid evaluation, all bids submitted are available for public review.

2. Performance

A. Design, Strength, and Quality

Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

B. Age and Manufacture

All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

C. Delivery Location

All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 7:00 a.m. to 4:00 p.m., Monday through Thursday, and 7:00 a.m. to 3:30 p.m. Friday unless otherwise authorized by the Purchasing Agent or designee.

D. Delivery Schedule

Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery after receipt of order (A.R.O.) shall be stated in the space, if provided, on the bid form.

E. Delivery Charges

All delivery and freight charges, free on board (F.O.B.) destination shown on Jefferson County Drainage District No. 6 purchase order, as necessary to perform contract are to be included in the bid price.

F. Installation Charges

All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

G. Operating Instructions and Training

Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County Drainage District No. 6. Instructions and training shall be at no additional cost to The District.

H. Storage

Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

I. Compliance with Federal, State, County, and Local Laws

Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County Drainage District No. 6 or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

- J. **OSHA.** The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County Drainage District No. 6 for any and all damages that may be assessed against The District.
- K. **Patents and Copyrights**
The successful vendor agrees to protect the District from claims involving infringements of patents and/or copyrights.
- L. **Samples, Demonstrations and Testing**
At Jefferson County Drainage District No. 6's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.
- M. **Acceptability**
All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County Drainage District No. 6. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days or an otherwise agreed upon time, shall become the property of The District. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.
- N. **Maintenance**
Maintenance required for equipment bid should be available within the District by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County Drainage District No. 6 opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- O. **Material Safety Data Sheets**
Under the "Hazardous Communications Act," commonly known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation will be cause to reject any bid applying thereto.
- P. **Evaluation**
Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for The District. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Drainage District No. 6 Purchasing Department and recommendation to Jefferson County Drainage District No. 6 Board of Directors. Compliance with all bid requirements and needs of the using department

are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Drainage District No. 6 Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

A. Purchase Orders

A purchase order(s) shall be generated by the Jefferson County Drainage District No. 6 Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The District will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

B. Invoices

All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist The District in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

C. Prompt Payment

In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receipt and acceptance by The District of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from The District.

4. Contract

A. Contract Definition

The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County Drainage District No. 6, shall constitute a contract equally binding between the successful bidder and Jefferson County Drainage District No. 6.

B. Change Order

No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County Drainage District No. 6. No change order will be binding unless signed by an authorized representative of The District and the vendor.

C. Termination

Termination for Cause

District may terminate the contract, by providing vendor seven (7) days' notice if the vendor:

- a. Repeatedly fails to supply necessary equipment, material, or properly skilled workers under this agreement;
- b. Breaches any obligations under this agreement;
- c. Disregards applicable laws, statutes ordinances, codes, rules and regulations;

- d. Intentionally damages District's assets;
- e. Repeatedly fails to perform its duties for the District; or
- f. Becomes insolvent or files an action for bankruptcy.

Termination for Convenience

District may terminate the contract, by providing bidder thirty (30) days' notice, in whole or, from time to time, in part if the District determines that a termination is in the District's best interest without cause.

Termination Activities

Upon receipt of written notice from the District of such termination, the bidder shall:

- a. Cease operations as directed by the District in the notice;
- b. Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- c. Except for Work directed to be performed prior to the effective date of termination stated in the notice, perform no further Work.

Termination Damages

In the event of a Termination, the District reserves the right to award canceled contracts to the next lowest responsive bidder.

In the event of a Termination for Cause, the District reserves all its remedies in law or equity.

In the event of a Termination for Convenience, bidder will be entitled to reimbursement for work and materials actually performed and supplied, as mutually agreed upon by District and bidder. Bidder shall not be entitled to recover for unearned or anticipated work.

D. Conflict of Interest

Employees of the District are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the District without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

E. Injuries or Damages Resulting from Negligence

Successful vendor shall defend, indemnify and save harmless Jefferson County Drainage District No. 6 and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County Drainage District No. 6 growing out of such injury or damages.

F. Interest by Public Officials

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

G. **Warranty**

In addition to any warranty implied by fact or law, Seller warrants that the Goods will conform strictly to their description, drawings, specifications and approved samples, if any, will be new and free from all defects in material and workmanship and all defects due to design (other than the District's design) and will meet or exceed all performance criteria set forth in these specifications. Seller further guarantees and warrants that Seller has good title, free and clear of all liens, claims, security interests or encumbrances to all Goods furnished in the specifications. If these specifications include the performance of services by Seller, Seller warrants that such services shall be performed in accordance with the terms of the specifications and in a good and workmanlike manner. The District shall have the right to inspect and test any Goods before acceptance if such inspection and test are made within a reasonable time or as provided in the specifications. Seller shall pay the cost of inspecting and testing of rejected Goods and all transportation charges thereon. Upon request of the District, Seller, at its sole expense, shall, at District's sole option, repair, or replace all or any part of any Goods covered by these specifications which, in the District's opinion, proves, (a) within the earlier of one (1) year from the date the Goods are placed in operation or within eighteen (18) months from date of delivery, or (b) such longer period as may be specified, to be defective in design, materials or workmanship or otherwise not in conformance with the requirements of the specifications. Time is of the essence in modifying, replacing or repairing non-conforming items. If an Item is defective in design, materials or workmanship or otherwise not in conformance with the requirements of the specifications, then Seller shall be responsible under this warranty, at its expense, for all costs associated with removal, reinstallation, and, if necessary, transportation to and from Seller's plant or other place of repair. If these specifications involve the performance of services, then, upon request of the District, Seller, at its sole expense, shall re-perform the services covered by these specifications which prove, within one (1) year from the date the services are rendered, to fail to conform to the foregoing warranty. Alternatively, the District may require Seller to refund the purchase price of the non-conforming Goods.

H. **Uniform Commercial Code**

The successful vendor and Jefferson County Drainage District No. 6 agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

I. **Venue**

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in The District of Jefferson, Texas.

J. **Sale, Assignment, or Transfer of Contract**

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County Drainage District No. 6.

K. **Silence of Specifications**

The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

Applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

A. DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

- a. All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.
- b. In the event of Contractor's breach of its performance obligations, the District shall have all rights and remedies against Contractor as provided by law.

B. TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the District so require, District may terminate the parties' Agreement, in whole or in part, for the convenience of the District. District shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by the District, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The District may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by the District.

C. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200-(C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

- a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. 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, 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. AGREEMENTOR 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.
- b. 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, or national origin.
- c. CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement 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.

- d. 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.
- e. 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 for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT 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.
- g. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 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 contractor. 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 CONTRACTOR becomes involved in, or is threatened with, litigation subcontractor or contractor 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 interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

- a. Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);
- b. Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.
- c. CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.
- d. CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

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

**E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326
Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)**

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply 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 and its subcontractors shall 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.

- a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c. Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- d. The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall 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).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding \$100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- a. The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- b. This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- c. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. **BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)**

CONTRACTOR must file with the GOVERNMENT 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. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. **PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg>. The list of EPA-designate items is available at: <http://www.epa.gov/cpg/products/htm>.

L. **AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321) (L)**

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. **ACCESS TO RECORDS (M)**

- a. CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- c. (3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS (N)

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS (O)

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT (P)

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS (Q)

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting one (1) *original* bid to include a completed copy of this specifications packet in its entirety; and three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

The District shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to the District Board of Directors.

2. Vendor Registration: SAM (System for Award Management)

Vendors doing business with the District are required to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

Please Provide a copy of your current SAM Status including your DUNS number

3. Submission of FORM 1295 (Texas Ethics Commission)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with the District will be required to complete a Certificate of Interested Parties (FORM 1295), unless contract is considered exempt as described below.

In 2017, the Texas 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 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. 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.

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."

FORM 1295 Exemptions: 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
- B. an interagency contract of a state agency or an institution of higher education
- C. contract related to health and human services if: 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
- D. a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- E. a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- F. a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

When submitting a bid or proposal to the District vendors will be required to submit both:

- A. **Submit a FORM 1295 online** via the Texas Ethics Commission website link below. Vendors must enter the required information on Form 1295 and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.
- B. **Submit a FORM 1295 hard copy** (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Drainage District No. 6 Purchasing Department. FORM 1295, Completion Instructions, and Login Instructions are available at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. Multiple Vendor Award

Jefferson County Drainage District No. 6 reserves the right to award this contract to more than one vendor at The District's discretion.

5. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County Drainage District No. 6.

6. Payment

Jefferson County Drainage District No. 6 will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County Drainage District No. 6 as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to: Jefferson County Drainage District No. 6.
Attention: Accounts Payable
6550 Walden Rd.,
Beaumont, TX 77707.

7. Usage Reports

Jefferson County Drainage District No. 6 reserves the right to request, and receive at no additional cost, up to Two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County Drainage District No. 6, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

8. Indemnification/ Hold Harmless

Contractor agrees to RELEASE, DEFEND, INDEMNIFY, and HOLD HARMLESS District its officers, directors, employees, and agents, from and against any and all claims, losses and expenses, including, without limitation, all costs, demands, damages, suits, judgments, fines, penalties, liabilities, debts, attorneys' fees, and causes of action of whatsoever nature or character, and further including, without limitation, any and all claims, losses and expenses for property damage, pollution, bodily injury, illness, disease, death, or loss of services, wages, consortium or society (the foregoing being herein individually and collectively referred to as "Claims, Losses and Expenses") directly or indirectly arising out of or related to bodily injury, illness, disease or death of, or damage to property of, Contractor, or its subcontractors, or its or their employees, in any way directly or indirectly, arising out of, or related to, the performance or subject matter of this Agreement or the ingress, egress, loading, or unloading of cargo or personnel, or any presence on any premises (whether land, building, vehicle, platform, aircraft, vessel or otherwise) owned, operated, chartered, leased, used, controlled or hired by District or Contractor or its subcontractors, and expressly including any sole or concurrent negligence, fault or strict liability (of whatever nature or character, preexisting conditions, and/or premises defects) of District or any other person or entity. The indemnity obligations set forth in this Section shall include any medical, compensation or other benefits paid by District in connection with employees of Contractor (or its subcontractors, if any) and shall apply even if the employee is determined to be the statutory or borrowed employee of District.

9. General Insurance Requirements

A.	Commercial General Liability Limits:	
	Each Occurrence	\$1,000,000
	Fire Damage to Rented Premises	\$ 100,000
	Medical Expenses	\$ 5,000
	Personal & Adv. Injury	\$1,000,000
	General Aggregate	\$2,000,000
	Products-Comp/Ops Aggregate	\$2,000,000
B.	Auto Liability Limits:	
	Combined Single Limits for Owned, Hired & Non-Owned	\$1,000,000
C.	Umbrella Liability Limits:	
	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
D.	Worker's Compensation Limits:	
	Workers' Compensation	Statutory
	Employer's Liability	\$500,000/500,000/500,000

Prior to commencement of work, Vendor shall furnish ACORD 25 (2010/05) certificates verifying coverage and limits outlined above and other provision set forth below. Such insurance shall be provided by carriers rated by AM Best & Company and deemed acceptable by the District.

Certificates shall document Waiver of Subrogation provisions in favor of the District on Commercial General Liability, Auto Liability, Umbrella Liability, and Workers Compensation policies.

Certificates shall document Additional Insured provisions in favor of the District on Commercial General Liability, Auto Liability, and Umbrella Liability policies.

Companies furnishing Temporary Personnel shall amend their Workers Compensation policy to include Alternate Employer Endorsement (Texas -- WC 000301) naming Jefferson County Drainage District No. 6.

Certificates shall document reasonable cancellation provisions to protect the interests of the District.

Coverage and Limits set forth above are minimum requirements and may be adjusted by the District to include higher limits and other coverage such as Professional Liability, Pollution Liability, USL&H, Jones Act, and Protection & Indemnity.

10. Workers' Compensation Insurance

A. Definitions:

- a. Certificate of coverage ("Certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
 - b. Duration of the project – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the District.
 - c. Persons providing services on the project ("subcontractor") in article 406.096 – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- B. The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the District prior to being awarded the contract – refer to Section 10.2 above.
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the District showing that coverage has been extended.
- E. The Contractor shall obtain from each person providing services on a project, and provide to the District:
- a. A certificate of coverage, prior to that person beginning work on the project, so the District will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - b. No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- G. The Contractor shall notify the District in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - a. Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - b. Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - c. Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - d. Obtain from each person with whom it contracts, and provide to the Contractor:
 - e. A certificate of coverage, prior to the other person beginning work on the project; and
 - f. the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - g. Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - h. Notify the District in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - i. Contractually require each person with whom it contracts to perform as required by paragraphs 10.1. – 10.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the District that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the District to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the District.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Karen J. Stewart, Business Manager: Purchasing Agent (e-mail: kstewart@dd6.org, Phone: 409-842-1818, regarding any questions or comments. Please reference bid number 21-026/KJS.

1. Scope

Jefferson County Drainage District No. 6 is soliciting bids for:
See **Item 440-Reinforcement for Concrete** attached to this document for Specifications.

Item 440

Reinforcement for Concrete



1. DESCRIPTION

Furnish and place reinforcement of the type, size, and details shown on the plans.

2. MATERIALS

Use deformed steel bar reinforcement unless otherwise specified or allowed.

- 2.1. **Approved Mills.** Before furnishing steel, producing mills of reinforcing steel for the Department must be pre-approved in accordance with [DMS-7320](#), "Qualification Procedure for Reinforcing Steel Producing Mills," by the Construction Division. The Department's MPL has a list of approved producing mills. Reinforcing steel obtained from unapproved sources will not be accepted.

Contact the Construction Division with the name and location of the producing mill for stainless reinforcing steel, low carbon/chromium reinforcing steel, or dual-coated reinforcing steel at least 4 weeks before ordering any material.

- 2.2. **Deformed Steel Bar Reinforcement.** Provide deformed reinforcing steel conforming to one of the following:

- ASTM A615, Grades 60, 75, or 80;
- ASTM A996, Type A, Grade 60;
- ASTM A996, Type R, Grade 60, permitted in concrete pavement only (Furnish ASTM A996, Type R bars as straight bars only and do not bend them. Bend tests are not required.); or
- ASTM A706, Grades 60 or 80.

Provide the grade of reinforcing steel shown on the plans. Provide Grade 60 if no grade is shown.

The nominal size, area, and weight of reinforcing steel bars this Item covers are shown in Table 1.

Table 1
Size, Area, and Weight of Reinforcing Steel Bars

Bar Size Number (in.)	Diameter (in.)	Area (sq. in.)	Weight per Foot (lbs.)
3	0.375	0.11	0.376
4	0.500	0.20	0.668
5	0.625	0.31	1.043
6	0.750	0.44	1.502
7	0.875	0.60	2.044
8	1.000	0.79	2.670
9	1.128	1.00	3.400
10	1.270	1.27	4.303
11	1.410	1.56	5.313
14	1.693	2.25	7.650
18	2.257	4.00	13.60

- 2.3. **Smooth Steel Bar Reinforcement.** Provide smooth bars for concrete pavement with a yield strength of at least 60 ksi and meeting ASTM A615. Provide steel conforming to ASTM A615 or meet the physical requirements of ASTM A36 for smooth bars that are larger than No. 3. Designate smooth bars by size number up to No. 4 and by diameter in inches above No. 4.

- 2.4. **Spiral Reinforcement.** Provide bars or wire for spiral reinforcement of the grade and minimum size or gauge shown on the plans.

Provide smooth or deformed wire conforming to ASTM A1064. Provide bars conforming to ASTM A615; ASTM A996, Type A; or ASTM A675, Grade 80, meeting dimensional requirements of ASTM A615.

- 2.5. **Weldable Reinforcing Steel.** Provide reinforcing steel conforming to ASTM A706 or with a maximum carbon equivalent (C.E.) of 0.55% if welding of reinforcing steel is required or desired. Provide a report showing the percentages of elements necessary to establish C.E. for reinforcing steel that does not meet ASTM A706, in order to be structurally welded. These requirements do not pertain to miscellaneous welds on reinforcing steel as defined in Section 448.4.2.1.1., "Miscellaneous Welding Applications."

Calculate C.E. using the following formula:

$$C.E. = \%C + \frac{\%Mn}{6} + \frac{\%Cu}{40} + \frac{\%Ni}{20} + \frac{\%Cr}{10} - \frac{\%Mo}{50} - \frac{\%V}{10}$$

Do not weld stainless reinforcing steel without permission from the Engineer. Provide stainless reinforcing steel suitable for welding, if required, and submit welding procedures and electrodes to the Engineer for approval.

- 2.6. **Welded Wire Reinforcement.** Provide welded wire reinforcement (WWR) conforming to ASTM A1064. Observe the relations shown in Table 2 among size number, diameter in inches, and area when ordering wire by size numbers, unless otherwise specified. Precede the size number for deformed wire with "D" and for smooth wire with "W."

Designate WWR as shown in the following example: 6 × 12 – W16 × W8 (indicating 6-in. longitudinal wire spacing and 12-in. transverse wire spacing with smooth No. 16 wire longitudinally and smooth No. 8 wire transversely).

Table 2
Wire Size Number, Diameter, and Area

Size Number (in.)	Diameter (in.)	Area (sq. in.)
31	0.628	0.310
30	0.618	0.300
28	0.597	0.280
26	0.575	0.260
24	0.553	0.240
22	0.529	0.220
20	0.505	0.200
18	0.479	0.180
16	0.451	0.160
14	0.422	0.140
12	0.391	0.120
10	0.357	0.100
8	0.319	0.080
7	0.299	0.070
6	0.276	0.060
5.5	0.265	0.055
5	0.252	0.050
4.5	0.239	0.045
4	0.226	0.040
3.5	0.211	0.035
2.9	0.192	0.035
2.5	0.178	0.025
2	0.160	0.020
1.4	0.134	0.014
1.2	0.124	0.012
0.5	0.080	0.005

Note—Size numbers (in.) are the nominal cross-sectional area of the wire in hundredths of a square inch. Fractional sizes between the sizes listed above are also available and acceptable for use.

- 2.7. **Epoxy Coating.** Provide epoxy coated reinforcing steel as shown on the plans. Before furnishing epoxy coated reinforcing steel, an epoxy applicator must be pre-approved in accordance with [DMS-7330](#), "Qualification Procedure for Reinforcing Steel Epoxy Coating Applicators." The Department's MPL has a list of approved applicators.

Furnish coated reinforcing steel meeting the requirements in Table 3.

Table 3
Epoxy Coating Requirements for Reinforcing Steel

Material	Specification
Bar	ASTM A775 or A934
Wire or WWR	ASTM A884 Class A or B
Mechanical couplers	As shown on the plans
Hardware	As shown on the plans

Use epoxy coating material and coating repair material that complies with [DMS-8130](#), "Epoxy Powder Coating for Reinforcing Steel." Patch no more than 1/4-in. total length in any foot at the applicator's plant.

Maintain identification of all reinforcing steel throughout the coating and fabrication process and until delivery to the project site.

Furnish 1 copy of a written certification verifying the coated reinforcing steel meets the requirements of this Item and 1 copy of the manufacturer's control tests.

- 2.8. **Mechanical Couplers.** Use couplers of the type specified in [DMS-4510](#), "Mechanical Couplers for Reinforcing Steel," Article 4510.5.A, "General Requirements," when mechanical splices in reinforcing steel bars are shown on the plans.

Furnish only couplers pre-qualified in accordance with [DMS-4510](#), “Mechanical Couplers for Reinforcing Steel.” Ensure sleeve-wedge type couplers are not used on coated reinforcing. Sample and test couplers for use on individual projects in accordance with [DMS-4510](#), “Mechanical Couplers for Reinforcing Steel.” Furnish couplers only at locations shown on the plans.

Furnish couplers for stainless reinforcing steel with the same alloy designation as the reinforcing steel.

- 2.9. **Fibers.** Supply fibers conforming to [DMS-4550](#) “Fibers for Concrete” at the minimum dosage listed in the Department’s MPL, when allowed by the plans. Use non-metallic fibers when shown on the plans.
- 2.10. **Stainless Reinforcing Steel.** Provide deformed steel bars of the types listed in Table 4 and conforming to ASTM A955, Grade 60 or higher when stainless reinforcing steel is required on the plans.

Table 4
Acceptable Types of Deformed Stainless Steel Bar

UNS Designation	S31653	S31803	S24100	S32304
AISI Type	316LN	2205	XM-28	2304

- 2.11. **Low Carbon/Chromium Reinforcing Steel.** Provide deformed steel bars conforming to ASTM A1035, Grade 100 when low carbon/chromium reinforcing steel is required on the plans.
- 2.12. **Dual-Coated Reinforcing Steel.** Provide deformed bars conforming to ASTM A1055, Grade 60 or higher when dual-coated reinforcing steel is required on the plans.
- 2.13. **Glass Fiber Reinforced Polymer Bars (GFRP).** Provide bars conforming to the AASHTO LRFD *Bridge Design Guide Specifications for GFRP-Reinforced Concrete Bridge Decks and Traffic Railings*, Section 4, “Material Specifications” when GFRP bars are required on the plans. Provide sample certification demonstrating the GFRP bar supplier has produced bar that meets the Material Specifications 2 mo. before fabrication. Furnish certification upon shipment that the GFRP bar supplied meets the Material Specifications.

3. CONSTRUCTION

- 3.1. **Bending.** Fabricate reinforcing steel bars as prescribed in the CRSI *Manual of Standard Practice* to the shapes and dimensions shown on the plans. Fabricate in the shop if possible. Field-fabricate, if permitted, using a method approved by the Engineer. Replace improperly fabricated, damaged, or broken bars at no additional expense to the Department. Repair damaged or broken bars embedded in a previous concrete placement using a method approved by the Engineer.

Unless otherwise shown on the plans, the inside diameter of bar bends, in terms of the nominal bar diameter (d), must be as shown in Table 5.

Table 5
Minimum Inside Diameter of Bar Bends

Bend	Bar Size Number (in.)	Pin Diameter
Bends of 90° and greater in stirrups, ties, and other secondary bars that enclose another bar in the bend	3, 4, 5	4d
	6, 7, 8	6d
Bends in main bars and in secondary bars not covered above	3 through 8	6d
	9, 10, 11	8d
	14, 18	10d

Bend-test representative specimens as described for smaller bars in the applicable ASTM specification where bending No. 14 or No. 18 Grade 60 bars is required. Make the required 90° bend around a pin with a diameter of 10 times the nominal diameter of the bar.

Bend stainless reinforcing steel in accordance with ASTM A955.

- 3.2. **Tolerances.** Fabrication tolerances for bars are shown in Figure 1.

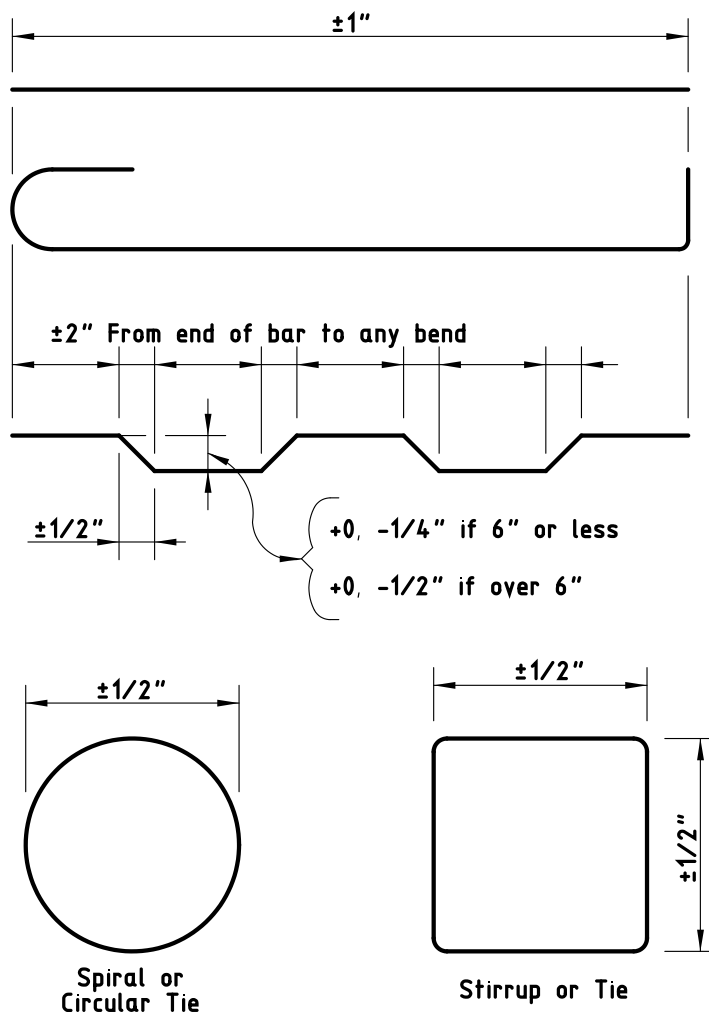


Figure 1
Fabrication Tolerances for Bars

- 3.3. **Storage.** Store reinforcement above the ground on platforms, skids, or other supports, and protect it from damage and deterioration. Ensure reinforcement is free from dirt, paint, grease, oil, and other foreign materials when it is placed in the work. Use reinforcement free from defects such as cracks and delaminations. Rust, surface seams, surface irregularities, or mill scale will not be cause for rejection if the minimum cross-sectional area of a hand wire-brushed specimen meets the requirements for the size of steel specified.

Do not allow stainless reinforcing steel to be in direct contact with uncoated reinforcing steel, nor with galvanized reinforcing steel. This does not apply to stainless steel wires and ties. Store stainless reinforcing steel separately, off the ground on wooden supports.

- 3.4. **Splices.** Lap-splice, weld-splice, or mechanically splice bars as shown on the plans. Additional splices not shown on the plans will require approval. Splices not shown on the plans will be permitted in slabs no more than 15 in. in thickness, columns, walls, and parapets.
- Do not splice bars less than 30 ft. in plan length unless otherwise approved. For bars exceeding 30 ft. in plan length, the distance center-to-center of splices must be at least 30 ft. minus 1 splice length, with no more than 1 individual bar length less than 10 ft. Make lap splices not shown on the plans, but otherwise

permitted, in accordance with Table 6. Maintain the specified concrete cover and spacing at splices, and place the lap-spliced bars in contact, securely tied together.

Table 6
Minimum Lap Requirements for Steel Bar Sizes through No. 11

Bar Size Number (in.)	Uncoated Lap Length	Coated Lap Length
3	1 ft. 4 in.	2 ft. 0 in.
4	1 ft. 9 in.	2 ft. 8 in.
5	2 ft. 2 in.	3 ft. 3 in.
6	2 ft. 7 in.	3 ft. 11 in.
7	3 ft. 5 in.	5 ft. 2 in.
8	4 ft. 6 in.	6 ft. 9 in.
9	5 ft. 8 in.	8 ft. 6 in.
10	7 ft. 3 in.	10 ft. 11 in.
11	8 ft. 11 in.	13 ft. 5 in.

- Do not lap No. 14 or No. 18 bars.
- Lap spiral steel at least 1 turn.
- Splice WWR using a lap length that includes the overlap of at least 2 cross wires plus 2 in. on each sheet or roll. Splices using bars that develop equivalent strength and are lapped in accordance with Table 6 are permitted.
- Lap the existing longitudinal bars with the new bars as shown in Table 6 for box culvert extensions with less than 1 ft. of fill. Lap at least 1 ft. 0 in. for extensions with more than 1 ft. of fill.
- Ensure welded splices conform to the requirements of the plans and of Item 448, "Structural Field Welding." Field-prepare ends of reinforcing bars if they will be butt-welded. Delivered bars must be long enough to permit weld preparation.
- Install mechanical coupling devices in accordance with the manufacturer's recommendations at locations shown on the plans. Protect threaded male or female connections, and ensure the threaded connections are clean when making the connection. Do not repair damaged threads.
- Mechanical coupler alternate equivalent strength arrangements, to be accomplished by substituting larger bar sizes or more bars, will be considered if approved in writing before fabrication of the systems.

3.5.

Placing. Place reinforcement as near as possible to the position shown on the plans. Do not vary bars from plan placement by more than 1/12 of the spacing between bars in the plane of the bar parallel to the nearest surface of concrete. Do not vary bars from plan placement by more than 1/4 in in the plane of the bar perpendicular to the nearest surface of concrete. Provide a minimum 1-in. clear cover of concrete to the nearest surface of bar unless otherwise shown on the plans.

For bridge slabs, the clear cover tolerance for the top mat of reinforcement is -0, +1/2 in.

Locate the reinforcement accurately in the forms, and hold it firmly in place before and during concrete placement by means of bar supports that are adequate in strength and number to prevent displacement and keep the reinforcement at the proper distance from the forms. Provide bar supports in accordance with the *CRSI Manual of Standard Practice*. Use Class 1 supports, approved plastic bar supports, precast mortar, or concrete blocks when supports are in contact with removable or stay-in-place forms. Use Class 3 supports in slab overlays on concrete panels or on existing concrete slabs. Bar supports in contact with soil or subgrade must be approved.

Use Class 1A supports with epoxy coated reinforcing steel. Provide epoxy or plastic coated tie wires and clips for use with epoxy coated reinforcing steel.

Use mortar or concrete with a minimum compressive strength of 5,000 psi for precast bar supports. Provide a suitable tie wire in each block for anchoring to the bar.

Place individual bar supports in rows at 4-ft. maximum spacing in each direction. Place continuous type bar supports at 4-ft. maximum spacing. Use continuous bar supports with permanent metal deck forms.

The exposure of the ends of longitudinals, stirrups, and spacers used to position the reinforcement in concrete pipe and storm drains is not cause for rejection.

Tie reinforcement for bridge slabs and top slabs of direct traffic culverts at all intersections, except tie only alternate intersections where spacing is less than 1 ft. in each direction. Tie the bars at enough intersections to provide a rigid cage of reinforcement for reinforcement cages for other structural members. Fasten mats of WWR securely at the ends and edges.

Clean mortar, mud, dirt, debris, oil, and other foreign material from the reinforcement before concrete placement. Do not place concrete until authorized.

Stop placement until corrective measures are taken if reinforcement is not adequately supported or tied to resist settlement, reinforcement is floating upward, truss bars are overturning, or movement is detected in any direction during concrete placement.

3.6. **Handling, Placing, and Repairing Epoxy Coated Reinforcing Steel.**

3.6.1. **Handling.** Provide systems for handling coated reinforcing steel with padded contact areas. Pad bundling bands or use suitable banding to prevent damage to the coating. Lift bundles of coated reinforcement with a strongback, spreader bar, multiple supports, or a platform bridge. Transport the bundled reinforcement carefully, and store it on protective cribbing. Do not drop or drag the coated reinforcement.

3.6.2. **Placing.** Do not flame-cut coated reinforcement. Saw or shear-cut only when approved. Coat cut ends as specified in Section 440.3.6.3., "Repairing Coating."

Do not weld or mechanically couple coated reinforcing steel except where specifically shown on the plans. Remove the epoxy coating at least 6 in. beyond the weld limits before welding and 2 in. beyond the limits of the coupler before assembly. Clean the steel of oil, grease, moisture, dirt, welding contamination (slag or acid residue), and rust to a near-white finish after welding or coupling. Check the existing epoxy for damage. Remove any damaged or loose epoxy back to sound epoxy coating.

Coat the splice area after cleaning with epoxy repair material to a thickness of 7 to 17 mils after curing. Apply a second application of repair material to the bar and coupler interface to ensure complete sealing of the joint.

3.6.3. **Repairing Coating.** Use material that complies with the requirements of this Item and ASTM D3963 for repairing of the coating. Make repairs in accordance with procedures recommended by the manufacturer of the epoxy coating powder. Apply at least the same coating thickness as required for the original coating for areas to be patched. Repair all visible damage to the coating.

Repair sawed and sheared ends, cuts, breaks, and other damage promptly before additional oxidation occurs. Clean areas to be repaired to ensure they are free from surface contaminants. Make repairs in the shop or field as required.

3.7. **Handling and Placing Stainless Reinforcing Steel.** Handle, cut, and place stainless reinforcing steel bar using tools that are not used on carbon steel. Do not use carbon steel tools, chains, slings, etc. when handling stainless steel. Use only nylon or polypropylene slings. Cut stainless steel reinforcing using shears, saws, abrasive cutoff wheels, or torches. Remove any thermal oxidation using pickling paste. Do not field bend stainless steel reinforcing without approval.

Use 16 gauge fully annealed stainless steel tie wire conforming to the material properties listed in Section 440.2.10., "Stainless Reinforcing Steel." Support all stainless reinforcing steel on solid plastic, stainless steel, or epoxy coated steel chairs. Do not use uncoated carbon steel chairs in contact with stainless reinforcing steel.

- 3.8. **Bending, Handling, Repairing, and Placing GFRP Bars.** Fabricate, handle, repair, and place GFRP bars in accordance with the AASHTO LRFD Bridge Design Guide Specifications for GFRP-Reinforced Concrete Bridge Decks and Traffic Railings, Section 5, Construction Specifications.

4. MEASUREMENT AND PAYMENT

The work performed, materials furnished, equipment, labor, tools, and incidentals will not be measured or paid for directly but will be considered subsidiary to pertinent Items.

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: IFB 21-026/KJS, Re-Bar for Byrd Gully

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: _____

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

Alternate Phone Number if available (with area code): _____

Fax Number (with area code): _____

Email Address: _____

Mailing Address (Please provide a physical address for bid bond return, if applicable):

Address

City, State, Zip Code

Bidder Shall Return Completed Form with Offer.

OFFER TO CONTRACT

To Jefferson County Drainage District No. 6:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County Drainage District No. 6.

We acknowledge receipt of the following amendment(s): _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact:

Company Name

Address

Name

City

State

Zip

Phone

Fax

Signature of Person Authorized to Sign

E-mail

Printed Name

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items:

**(IFB 21-026/KJS)
Re-Bar for Byrd Gully Ditch 1205**

The Contractor is now bound to sell the materials or services as described based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, addendum etc., and the Contractor's Offer as accepted by Jefferson County Drainage District No. 6.

This contract shall henceforth be referred to as Contract No. 21-026/KJS,

IRe-Bar for Byrd Gully Ditch 1205

Contract for Jefferson County Drainage District No 6.

The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the District Purchasing Agent.

Countersigned:

Joshua W. Allen, Sr.
President – Board of Directors

Date

Bidder Shall Return Completed Form with Offer

Bid Items

IFB21-026/KJS		Vendor shall use TxDOT Specification(2014) Item 440 - Reinforcement for Concrete													
Table-01 Reinforcement for Concrete (Base Bid for Byrd Gully Ditch Project)														Buy America - Mills Certs Required	
Item No.	Item Descr.	Bar Size Number (In.)	Diameter (In.)	Area (In²)	Weight Per Foot (lbs.)	Min. Grade (ksi)	DMS	ASTM	Type	Dimension	Shape	(QTY)	Unit	Unit Price Delivered	Total Delivered
440	6200	3	0.375	0.11	0.376	60	7320	A615 / A996 /A706	A / R	12" x 24"	Bend	396	EA	\$ -	\$ -
440	6201	4	0.500	0.20	0.668	60	7320	A615 / A996 /A706	A / R	1' x 2'	90° Bend	1056	EA	\$ -	\$ -
440	6202	4	0.500	0.20	0.668	60	7320	A615 / A996 /A706	A / R	2' x 2'	90° Bend	2352	EA	\$ -	\$ -
440	6203	5	0.625	0.31	1.043	60	7320	A615 / A996 /A706	A / R	20'	Straight	1500	EA	\$ -	\$ -
														Base Bid Total=	\$ -

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

Bidder Shall Return Completed Form with Offer.

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County Drainage District No. 6 shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? Yes ☐ No ☐

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

_____ Bidder (Entity Name)	_____ Signature
_____ Street & Mailing Address	_____ Print Name
_____ City, State & Zip	_____ Date Signed
_____ Telephone Number	_____ Fax Number
_____ E-mail Address	

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
1 Name of vendor who has a business relationship with local governmental entity. <div style="border: 1px solid black; height: 30px; width: 100%;"></div>		
2 <input type="checkbox"/> 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 in this section is being disclosed. <div style="border: 1px solid black; height: 40px; width: 100%; text-align: center; margin-top: 10px;"> Name of Officer </div> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>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 named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> <div style="border: 1px solid black; height: 100px; width: 100%; margin-top: 10px;"></div>		
4		
<div style="border: 1px solid black; width: 100%; height: 30px; margin-bottom: 5px;"></div> Signature of vendor doing business with the governmental entity		<div style="border: 1px solid black; width: 100%; height: 30px; margin-bottom: 5px;"></div> Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

☐ Yes ☐ No

Instructions: In order to determine if a “Good Faith Effort” was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant and returned with the Prime Contractor/ Consultant’s bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

- | | | |
|------------------------------|-----------------------------|---|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. Notify in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 3. Provide HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant’s organization)? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, please explain the reasons why. |

**If “No” was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.**

Printed Name of Authorized Representative

Signature

Title

Date

Bidder Shall Return Completed Form with Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded). ☐ Yes ☐ No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: ☐ Yes ☐ No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative Signature of Representative Date

Printed Name of HUB Signature of Representative Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-BidApproval for Subcontractor Substitutions must be obtained from the District Purchasing Agent. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-842-2729

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded). ☐ Yes ☐ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: \$ _____ Total HUB Subcontract(s): \$ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

**All HUB Subcontractor Participation may be verified with the
HUB Subcontractor(s) listed on Part I.**

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All subcontractors to be utilized are "Non-HUBs." (Complete Part III)
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☐ Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☐ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

House Bill 89 Verification

I, _____, the undersigned representative of (company or business name) _____ (heretofore 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.

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 ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Signature of Company Representative

Date

On this _____ 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

Date

Bidder Shall Return Completed Form with Offer.

Senate Bill 252 Certification

On this day, I, Karen J. Stewart, Purchasing Agent for Jefferson County Drainage District No. 6 Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Company Name

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____,

on this day personally appeared _____, who
(name)

after being by me duly sworn, did depose and say:

"I, _____ am a duly authorized officer of/agent
(name)

for _____ and have been duly authorized to execute the
(name of firm)

foregoing on behalf of the said _____.
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named _____ on

this the _____ day of _____, 2021__.

Notary Public in and for
the State of _____

Bidder Shall Return Completed Form with Offer.

DMS - 7320

QUALIFICATION PROCEDURE FOR REINFORCING STEEL PRODUCING MILLS

EFFECTIVE DATE: OCTOBER 2012

7320.1. Description. This Specification describes the qualification procedures for reinforcing steel mills that produce reinforcing steel bar, welded wire reinforcement, and wire for Department projects. Each mill must meet the requirements of this Specification and the minimum requirements of Item 440, “Reinforcing Steel.”

7320.2. Material Producer List. The Materials and Pavements Section of the Construction Division (CST/M&P) maintains the Material Producer List (MPL) of all qualified reinforcing steel producing mills. Only reinforcing steel produced by mills listed on the MPL, entitled “[Reinforcing Steel Mills](#),” can be used on Department projects.

7320.3. Definitions.

- A. Reinforcing Steel**—bar, welded wire reinforcement, and wire.
- B. Reinforcing Steel Producing Mill**—a mill that performs the hot rolling of bar, cold drawing and rolling of wire, or welding of welded wire reinforcement.

7320.4. Qualification Process.

- A. Qualification Request.** Submit a written request for qualification to the Texas Department of Transportation, Construction Division, Materials and Pavements Section (CP51), 125 East 11th Street, Austin, Texas 78701.

Include the following information with the request:

- Mill name;
- Physical and mailing addresses;
- Types of reinforcing steel to be furnished (bar, welded wire, and wire);
- Size and grade of the reinforcing steel;
- Illustration of the identification markings for deformed reinforcing steel bar;
- Names, phone numbers, and email addresses of contact personnel; and
- Copy of current certification for the AASHTO-National Transportation Product Evaluation Program (NTPEP) Project Work Plan for Reinforcing Steel.

- 1. Qualification.** The Department will add approved reinforcing steel mills to the MPL. Qualified reinforcing steel mills listed on the MPL must comply with the AASHTO-NTPEP Project Work Plan for Reinforcing Steel and this Specification in order to

maintain approval status. Qualified mills must also maintain and submit a current AASHTO-NTPEP certification.

2. Random Inspection. The Department reserves the right to conduct random audits of reinforcing steel mills, to sample materials for testing, and to perform random audits of Mill Test Reports (MTR). Department representatives may sample material from the mill, the project site, and the warehouse throughout the qualification period to ensure compliance with the applicable specifications.

3. Disqualification. Any qualified reinforcing steel mill found to be in violation of this Specification is subject to removal from the MPL and is prohibited from furnishing material to Department projects.

Causes for disqualification include, but are not limited to:

- Failure to comply with the requirements of this Specification;
- Falsifying information on an MTR; or
- Failure to consistently produce reinforcing steel meeting the requirements of all applicable specifications.

4. Re-Qualification. If disqualified, a mill may begin the re-qualification process no earlier than one year from the date of removal from the MPL, or as determined by CST/M&P.

7320.5. Archived Versions. Archived versions are available.



Reinforcing Steel Mills

Material Producer List

Materials and Tests Division - Prefabricated Structural Materials Section

Archived

Reinforcing Steel Mills

Reference

Refer to the **Department's Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges** for information on the following:

- Item 440, "Reinforcing Steel"

For epoxy coated reinforcing steel, refer to the "[Epoxy Applicators for Reinforcing Steel](#)" MPL.

General

The following bar, wire, and welded wire reinforcement mills have been pre-approved to furnish reinforcing steel in accordance with DMS-7320, "Qualification Procedure for Reinforcing Steel Producing Mills," which is referenced in Item 440.

The Department reserves the right to conduct random sampling and testing, and visual inspections of materials from approved reinforcing steel mills. Department representatives may sample and inspect material at the mill or the project site. Materials and Tests Division (MTD) reserves the right to test samples to verify compliance with Item 440.

For more information, contact MTD Prefabricated Structural Materials Section at (512) 506-5924.

Reinforcing Steel (Wire & Welded Wire Reinforcement) Mills

Producer Code	Fabricator	Location
98123	Concrete Reinforcements, Inc.	Houston, TX
98207	Concrete Reinforcements, Inc.	Jacksonville, FL
99303	Concrete Reinforcements, Inc.	Surprise, AZ
98225	Engineered Wire Products	Las Cruces, NM
98341	Engineered Wire Products	Upper Sandusky, OH
98372	Engineered Wire Products	Warren, OH
99149	WMC - Wire Mesh Texas, LLC (formerly Gerdau Beaumont Wire)	Beaumont, TX
99142	WMC Industrial, LLC* (formerly Gerdau Carrollton Wire*)	Carrollton, TX
99689	Insteel Wire Products	Dayton, TX
98330	Insteel Wire Products	Hazel Township, PA
98331	Insteel Wire Products	Hickman, KY
98203	Insteel Wire Products (formerly Ivy Steel and Wire)	Jacksonville, FL

Reinforcing Steel (Wire & Welded Wire Reinforcement) Mills

Producer Code	Fabricator	Location
98210	Insteel Wire Products (formerly Ivy Steel and Wire)	Kingman, AZ
99290	Insteel Wire Products	Mount Airy, NC
99091	Insteel Wire Products (formerly Ivy Steel and Wire)	St. Joseph, MO
99960	Insteel Wire Products*	Sanderson, FL
98336	Iowa Steel and Wire Co.	Centerville, IA
99082	Key Steel	New Caney, TX
98234	National Wire L.L.C.	Conroe, TX
98345	O'Brien Wire Products of Texas, Inc.	Houston, TX
99975	Oklahoma Steel and Wire	Madill, OK
98327	Wire Mesh Corp	Jacksonville, FL
* Wire only		

Reinforcing Steel (Bar) Mills

Producer Code	Fabricator	Location
98369	Cascade Steel Rolling Mills, Inc.*	McMinnville, OR
98212	CMC Steel Arizona	Mesa, AZ
98090	CMC Steel Arkansas	Magnolia, AR
98222	CMC Steel Florida (formerly Gerdau Jacksonville)	Jacksonville, FL
98389	CMC Steel New Jersey (formerly Gerdau New Jersey)	Sayerville, NJ
98381	CMC Steel Oklahoma	Durant, OK
99271	CMC Steel South Carolina	Columbia, SC
98211	CMC Steel Tennessee (formerly Gerdau Knoxville)	Knoxville, TN
99661	CMC Steel Texas	Seguin, TX
99017	Evrz Rocky Mountain Steel	Pueblo, CO
99189	Gerdau Midlothian	Midlothian, TX
99102	Gerdau St. Paul	St. Paul, MN
98374	Keystone Steel & Wire	Peoria, IL
98072	Mid American Steel and Wire	Madill, OK
98276	North American Stainless**	Ghent, KY
99109	Nucor Steel Auburn, Inc.	Auburn, NY
99126	Nucor Steel Birmingham, Inc.	Birmingham, AL
99154	Nucor Steel Jackson, Inc.	Jackson, MS
99127	Nucor Steel Jewett	Jewett, TX
99074	Nucor Steel Kankakee, Inc.	Kankakee, IL
98264	Nucor Steel Kingman	Kingman, AZ
98242	Nucor Steel Nebraska***	Norfolk, NE
98146	Nucor Steel Plymouth	Plymouth, UT
98270	Nucor Steel Seattle, Inc.	Seattle, WA
98218	Nucor Steel South Carolina***	Darlington, SC

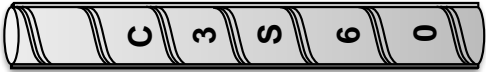






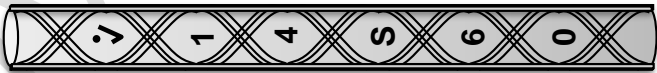




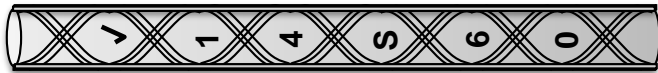
Reinforcing Steel (Bar) Mills


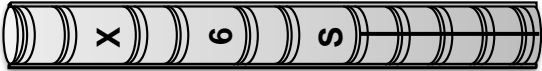










Producer Code	Fabricator	Location
99677	Optimus Steel, LLC (formerly Gerdau Beaumont)	Vidor, TX
98390	Steel Dynamics, Inc.	Columbia City, IN
99667	Vinton Steel, LLC (formerly BayouSteel)	El Paso, TX
* Includes Low Carbon/Chromium reinforcing steel (ASTM A1035). ** Stainless reinforcing steel only (ASTM A955). *** Plain (smooth) bars only.		


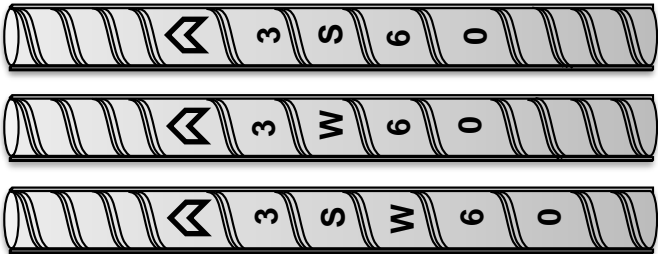





Refer to the next pages for deformed bar identification markings and how to read them.

Archived

List of Deformed Reinforcing Steel Bar Identification Markings
(English markings shown, except where noted)

<p>Cascade Steel Rolling Mill 98369 (Minnville, OR) (ASTM A1035 markings not shown)</p>  <p align="center">Bar sizes #3 through #9</p>  <p align="center">Bar sizes #10 and #11</p>  <p align="center">Bar sizes #14 and #18</p>	<p>CMC Steel New Jersey 98389 (Sayerville, NJ)</p>  <p>CMC Steel Oklahoma 98381 (Durant, OK)</p> 
<p>CMC Steel Arizona 98212 (Mesa, AZ)</p> 	<p>CMC Steel South Carolina 99271 (Columbia, SC)</p>  <p align="center">Bar sizes #3 through #11</p>  <p align="center">Bar sizes #14 and #18</p>
<p>CMC Steel Arkansas 98090 (Magnolia, AR)</p> 	<p>CMC Steel Tennessee 98211 (formerly Gerdau Knoxville) (Knoxville, TN)</p> 
<p>CMC Steel Florida 98222 (formerly Gerdau Jacksonville) (Jacksonville, FL)</p> 	<p>CMC Steel Texas 99661 (Seguin, TX)</p>  <p align="center">Bar sizes #3 through #11</p>  <p align="center">Bar sizes #14 and #18</p>

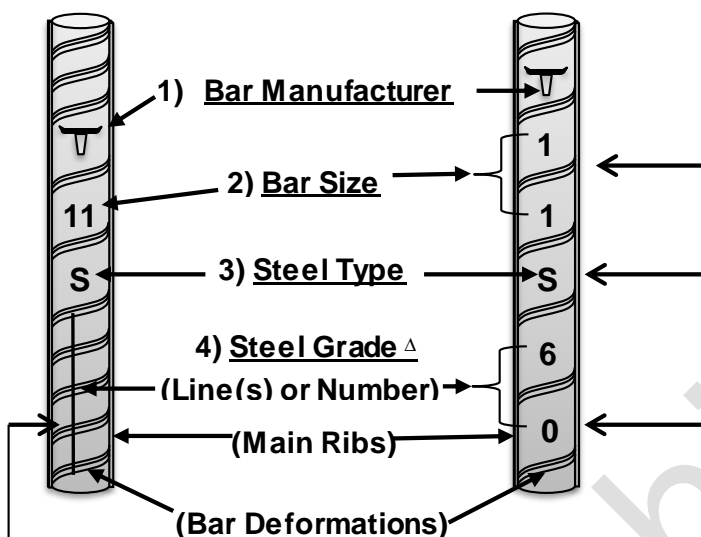
<p>Evraz Rocky Mountain Steel 99017 (Pueblo, CO)</p>  <p>Bar sizes #3 through #5</p>  <p>Bar sizes #6 and #7</p>	<p>Nucor Steel Auburn, Inc. 99109 (Auburn, NY)</p> 
<p>Gerdau Midlothian 99189 (Midlothian, TX)</p> 	<p>Nucor Steel Birmingham, Inc. 99126 (Birmingham, AL)</p> 
<p>Gerdau St. Paul 99102 (St. Paul, MN)</p> 	<p>Nucor Steel Jackson, Inc. 99154 (Jackson, MS)</p> 
<p>Keystone Steel & Wire 98374 (Peoria, IL)</p> 	<p>Nucor Steel Jewett 99127 (Jewett, TX)</p>  <p>Bar sizes #3 through #9</p>  <p>Bar sizes #10 and #11</p>
<p>Mid-American Steel and Wire 98072 (Madill, OK)</p> 	<p>Nucor Steel Kankakee, Inc. 99074 (Kankakee, IL)</p> 

<p>Nucor Steel Kingman 98264 (Kingman, AZ)</p> 	<p>Steel Dynamics, Inc. 98390 (Columbia City, IN)</p> 
<p>Nucor Steel Plymouth 98146 (Plymouth, UT)</p>  <p>Bar sizes #3 through #11</p>  <p>Bar sizes #14 and #18</p>	<p>Vinton Steel, LLC 99667 (formerly BayouSteel) (El Paso, TX)</p> 
<p>Nucor Steel Seattle, Inc. 98270 (Seattle, WA)</p> 	
<p>Optimus Steel, LLC 99677 (formerly Gerdau Beaumont) (Vidor, TX)</p> 	
<p>NOTE: Some bars may also have dots indicating split billet production. These dots are not shown above. An example of how to read the bar markings is shown on the next page. Bar markings may be changed/updated by the bar mill. For questions, contact MTD Prefabricated Structural Materials Section at (512) 506-5924.</p>	

How to Read Bar Markings for Deformed Bars

Bar markings identify the following four items, in order: 1) bar manufacturer, 2) bar size, 3) steel type, and 4) steel grade (see FIGURE 1). Bar marks are numbers, letters, and symbols that may be placed parallel, perpendicular, or at an angle to the bar. A bar mark may be placed in a single space between two bar deformations, or spread out over several spaces (see “Bar Size” in FIGURE 1).

FIGURE 1
Bar Markings
(English examples shown)



Bar Size		
English Bar Size	Metric Equivalent Bar Size	Diameter (in.)
3	10	0.375
4	13	0.500
5	16	0.625
6	19	0.750
7	22	0.875
8	25	1.000
9	29	1.128
10	32	1.270
11	36	1.410
14	43	1.693
18	57	2.257

Steel Type	
S	A 615
W	A 706 (Weldable)
A	A 996, Type A (Axle)
R	A 996, Type R (Rail)

Note: May show “S” and “W” if bar is produced to meet both ASTM A615 & A706.

Steel Grade - Line(s) ^Δ			
English		Metric Equivalent	
Grade	# of Line(s)	Grade	# of Line(s)
40	(no lines)	280	(no lines)
60	1 line	420	1 line
75	2 lines	520	2 lines
80	3 lines	550	3 lines

Steel Grade - Number ^Δ			
English		Metric Equivalent	
40	(none req.)	280	(none req.)
60	60	420	4
75	75	520	5
80	80	550	6

^Δ Steel grade marks shown as line(s) are placed along the length of the bar on the front or back side. These grade line(s) must cross a minimum of five bar deformations; and should not be confused with the “Main Ribs.” (See FIGURE 1.) See the applicable ASTM for additional grades not shown.

Item 6L

Control of Materials

1. SOURCE CONTROL

Use only materials that meet Contract requirements. Unless otherwise specified or approved, use new materials for the work. Secure the Engineer's approval of the proposed source of materials to be used before their delivery. Materials can be approved at a supply source or staging area but may be reinspected in accordance with Article 6.4., "Sampling, Testing, and Inspection."

1.1. **Buy America.** Comply with the latest provisions of Buy America as listed at 23 CFR 635.410. Use steel or iron materials manufactured in the United States except when:

- the cost of materials, including delivery, does not exceed 0.1% of the total Contract cost or \$2,500, whichever is greater;
- the Contract contains a replacement alternate item for a foreign source steel or iron product and the Contract is awarded based on the replacement alternate item; or
- the materials are temporarily installed.

Provide a notarized original of the TxDOT FORM D-9-USA-1 (or equivalent) with the proper attachments for verification of compliance.

Manufacturing is any process that modifies the chemical content, physical shape or size, or final finish of a product. Manufacturing begins with initial melting and mixing and continues through fabrication (cutting, drilling, welding, bending, etc.) and coating (paint, galvanizing, epoxy, etc.).

1.2. **Convict Produced Materials.** Materials produced by convict labor may only be incorporated in the work if such materials have been:

- produced by convicts who are on parole, supervised release, or probation from prison; or
- produced in a qualified prison facility.

A "qualified prison facility" means any prison facility in which convicts, during the 12-month period ending July 1, 1987, produced materials for use in federal-aid highway construction projects.

2. MATERIAL QUALITY

Correct or remove materials that fail to meet Contract requirements or that do not produce satisfactory results. Reimburse the Owner for cost incurred if additional sampling and testing is required by a change of source.

Materials not meeting Contract requirements will be rejected, unless the Engineer approves corrective actions. Upon rejection, immediately remove and replace rejected materials.

If the Contractor does not comply with this article, the Owner may have defective material removed and replaced. The cost of testing, removal, and replacement will be deducted from the estimate.

3. MANUFACTURER WARRANTIES

Transfer to the Owner warranties and guarantees required by the Contract or received as part of normal trade practice.

4. **SAMPLING, TESTING, AND INSPECTION**

Incorporate into the work only material that has been inspected, tested, and accepted by the Engineer. Remove, at the Contractor's expense, materials from the work locations that are used without prior testing and approval or written permission.

Unless otherwise mutually agreed, the material requirements and standard test methods in effect at the time the proposed Contract is advertised govern. Unless otherwise noted, the Engineer will perform testing at Owner's expense. In addition to facilities and equipment required by the Contract, furnish facilities and calibrated equipment required for tests to control the manufacture of construction items. If requested, provide a complete written statement of the origin, composition, and manufacture of materials.

All materials used are subject to inspection or testing at any time during preparation or use. Material which has been tested and approved at a supply source or staging area may be reinspected or tested before or during incorporation into the work, and rejected if it does not meet Contract requirements. Copies of test results are to be made available upon request. Do not use material that, after approval, becomes unfit for use.

Unless otherwise noted in the Contract, all testing must be performed within the United States and witnessed by the Engineer. If materials or processes require testing outside the contiguous 48 United States, reimburse the Owner for inspection expenses.

5. **PLANT INSPECTION AND TESTING**

The Engineer may, but is not obligated to, inspect materials at the acquisition or manufacturing source. Material samples will be obtained and tested for compliance with quality requirements.

If inspection is at the plant, meet the following conditions unless otherwise specified:

- Cooperate fully and assist the Engineer during the inspection.
- Ensure the Engineer has full access to all parts of the plant used to manufacture or produce materials.
- In accordance with pertinent items and the Contract, provide a facility at the plant for use by the Engineer as an office or laboratory.
- Provide and maintain adequate safety measures and restroom facilities.
- Furnish and calibrate scales, measuring devices, and other necessary equipment.

The Engineer may provide inspection for periods other than daylight hours if:

- continuous production of materials for Owner use is necessary due to the production volume being handled at the plant, and
- the lighting is adequate to allow satisfactory inspection.

6. **STORAGE OF MATERIALS**

Store and handle materials to preserve their quality and fitness for the work. Store materials so that they can be easily inspected and retested. Place materials under cover, on wooden platforms, or on other hard, clean surfaces as necessary or when directed.

Obtain approval to store materials on the right of way. Storage space off the right of way is at the Contractor's expense.

7. OWNER-FURNISHED MATERIAL

The Owner will supply materials as shown in the Contract documents. The cost of handling and placing materials supplied by the Owner will not be paid for directly but is subsidiary to the item in which they are used. Assume responsibility for materials upon receipt.

8. USE OF MATERIALS FOUND ON THE RIGHT OF WAY

Material found in the excavation areas and meeting the Owner's specifications may be used in the work. This material will be paid for at the Contract bid price for excavation and under the item for which the material is used.

Do not excavate or remove any material from within the right of way that is not within the limits of the excavation without written permission. If excavation is allowed within a right of way project-specific location (PSL), replace the removed material with suitable material at no cost to the Owner as directed.

9. RECYCLED MATERIALS

The Owner will not allow hazardous wastes, as defined in 30 TAC 335, proposed for recycling to be used on the project. Use nonhazardous recyclable materials (NRMs) only if the specification for the item does not disallow or restrict use. Determine if NRMs are regulated under 30 TAC 312, 330, 332, 334, or 335, and comply with all general prohibitions and requirements. Use NRMs in accordance with DMS-11000, "Evaluating and Using Nonhazardous Recyclable Materials Guidelines," and furnish all documentation required by that specification.

10. HAZARDOUS MATERIALS

Use materials that are free of hazardous materials as defined in Item 1L, "Abbreviations and Definitions."

Notify the Engineer immediately when a visual observation or odor indicates that materials in required material sources or on sites owned or controlled by the owner may contain hazardous materials. Except when the contract includes bid items for the contractor to remove hazardous materials, the Engineer is responsible for testing and removing or disposing of hazardous materials not introduced by the Contractor on sites owned or controlled by the Owner as indicated below.

The plans will indicate locations where paint on steel is suspected to contain hazardous materials and where regulated asbestos containing materials have been found. The Engineer may suspend work wholly or in part during the testing, removal, or disposition of hazardous materials on sites owned or controlled by the Owner, except in the case of when the contract includes removing and disposing of hazardous materials.

When a visual observation or odor indicates that materials delivered to the work locations by the Contractor may contain hazardous materials, have an approved commercial laboratory test the materials for contamination. Remove, remediate, and dispose of any of these materials found to be contaminated. Testing, removal, and disposition of hazardous materials introduced onto the work locations by the Contractor will be at the Contractor's expense. Working day charges will not be suspended and extensions of working days will not be granted for activities related to handling hazardous material delivered by the Contractor.

10.1. **Painted Steel Requirements.** Paint containing hazardous materials will be removed as shown on the plans.

10.1.1. **Paint Removed by Third Party.** The Owner may provide a third party to remove paint containing hazardous materials where paint must be removed to perform work or to allow dismantling of the steel.

10.1.2. **Paint Removed by the Contractor.** This work may only be performed by a firm or company with one of the following certifications:

- SSPC-QP2 certification for lead painting operations, or
- Certified Lead Firm by the Texas Department of State Health Services.

Maintain certification for the duration of the work. Provide copies of audits or certification if requested.

Comply with worker and public safety regulations, including, but not limited to, OSHA 29 CFR Parts 1910.1025, 1926.62, and 1926.63. Monitor permissible exposure limits in accordance with OSHA requirements.

Remove paint containing hazardous materials from designated areas shown on the plans or as directed. Comply with access limitations shown on the plans.

Provide power hand tools, equipped with high-efficiency particulate air filter vacuums to mechanically remove paint.

Contain, collect, store, transport, and dispose of all waste generated by cleaning operation in accordance with local, state, and federal requirements including 40 CFR 302. Properly characterize and dispose of all wastes. Manage any hazardous wastes in accordance with regulatory requirements and dispose in a facility authorized to accept such wastes. Provide copies of disposal manifests.

The work performed, materials furnished, equipment, labor, tools, and incidentals will be paid for in accordance with Item 446, "Field Cleaning and Painting Steel."

- 10.2. **Removal and Disposal of Painted Steel.** Painted steel will be disposed of at a steel recycling or smelting facility unless otherwise shown on the plans. If the paint contains hazardous materials, maintain and make available to the Engineer invoices and other records obtained from the facility showing the received weight of the steel and the facility name.

For steel that is dismantled by unbolting, no paint stripping will be required. Use care to not damage existing paint. When dismantling is performed using flame or saw-cutting methods to remove steel elements coated with paint containing hazardous materials, the plans will show stripping locations.

The work provided, materials furnished, equipment, labor, tools, and incidentals will be paid for in accordance with Item 496, "Removing Structures," and Item 497, "Sale of Salvagable Material."

- 10.3. **Asbestos Requirements.** The plans will indicate locations or elements where asbestos containing materials (ACM) have been found. At locations where previously unknown ACM has been found, the Owner will arrange for abatement by a third party. For work at these locations, notify the Engineer of proposed dates of demolition or removal of structural elements with ACM at least 60 days before work is to begin to allow the Owner enough time to abate the asbestos.

- 10.4. **Work Performed by a Third Party.** When the work for removal of paint or asbestos abatement is to be provided by a third party, coordinate and cooperate with the third party and the Owner. Continue other work detailed on the plans not directly involved in the paint removal or asbestos abatement work. Provide notice to the Owner regarding the progress of the work to allow the Owner enough time to schedule the third party work.

11. SURPLUS MATERIALS

Take ownership of surplus materials unless otherwise shown on the plans or as directed by the Engineer. Remove and dispose of materials in accordance with federal, state, and local regulations. If requested, provide an appropriate level of documentation to verify proper disposal. When materials are disposed of on private property, provide written authorization from the property owner for the use of the property for this purpose upon request.