



**BRAZORIA COUNTY COURTHOUSE
PURCHASING DEPARTMENT
111 E. LOCUST STREET, BLDG. A-29, SUITE 100
ANGLETON, TEXAS 77515
TEL: 979-864-1825 FAX: 979-864-1034**

BRAZORIA COUNTY SOLICITATION DOWNLOAD ACKNOWLEDGMENT

*Failure to return this form may result in disqualification

Charles Crook, CPPB
County Purchasing Director
Brazoria County Purchasing
Courthouse West Annex
451 N. Velasco Street, Suite 100
Angleton, TX 77515

Solicitation Number: ITB#11-03 Texas Department of Rural Affairs – Disaster Recovery Program City of Angleton Emergency Generators for Lift Stations Numbers 1, 4 and 7

Open / Due Date: Monday, September 20, 2010 at 10:00 a.m. C.S.T.

A mandatory pre-bid meeting will be held on Wednesday, September 8, 2010 at 10:00 a.m. in the conference room of the Brazoria County Engineering Department, 451 N. Velasco Street, 2nd Floor Suite 230, Angleton, Texas. Attendance is required in order to submit a bid.

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 979-864-1034 OR 281-756-1034

Vendor Responsibilities:

Vendors are responsible to download and complete any addendums.
(Addendums will be posted on the Brazoria County website no later than five (5) days prior to bid / proposal opening)
Vendors will submit responses in accordance with requirements stated on cover of document.
Vendors may not submit responses via email or fax

Legal Name of Contracting Company

Contact Person

Complete Mailing Address

Telephone Number

Facsimile Number

Email Address

Signature

Date

**BRAZORIA COUNTY
INVITATION TO BID
COVER SHEET**

**ITB #11-03 TEXAS DEPARTMENT OF RURAL AFFAIRS – DISASTER RECOVERY PROGRAM
CITY OF ANGLETON EMERGENCY GENERATORS FOR LIFT STATION NUMBERS 1, 4 AND 7**

The enclosed INVITATION TO BID (ITB) and accompanying documents are for your convenience in submitting a bid for the enclosed referenced products and/or services for BRAZORIA COUNTY.

Sealed bids shall be received no later than:

MONDAY, SEPTEMBER 20, 2010 at 10:00 A.M. LOCAL TIME

PLEASE MARK ENVELOPE: “ITB #11-03 TEXAS DEPARTMENT OF RURAL AFFAIRS – DISASTER RECOVERY PROGRAM CITY OF ANGLETON EMERGENCY GENERATORS FOR LIFT STATION NUMBERS 1, 4 AND 7”

Bidder shall sign, date or initial the offer as requested on each page. Offers which are not signed and dated in this manner may be rejected.

DELIVER OFFER TO:

PHYSICAL ADDRESS FOR COURIERS & HAND DELIVERIES

CHARLES CROOK, CPPB
COUNTY PURCHASING DIRECTOR
BRAZORIA COUNTY PURCHASING
COURTHOUSE WEST ANNEX
451 N. VELASCO STREET, SUITE 100
ANGLETON, TEXAS 77515

****MAILING ADDRESS**

(SEE NOTE BELOW)

BRAZORIA COUNTY appreciates your time and effort in preparing this offer. Please note that all offers **must be received at the designated location by the deadline shown**. Offers received after the deadline **will not be considered** for the award of the Contract and shall be considered void and unacceptable.

**US Postal Service mailing address

The U.S. mail may not deliver to the physical address shown above. Respondents who prefer to use the U.S. mail may submit their offers using the U.S. Postal Service mailing address shown below.

HOWEVER, packages delivered by the U.S. Postal Service to the Brazoria County mailing address are subject to delays that may cause a response to be rejected due to missing a solicitation receipt deadline.

Responses delivered to the mailing address are routed through the County mailroom and may not reach the required location in time for the bid / offer opening.

Respondents using the U.S. mail should take this possible delay into account when using the U.S. mail.

MAILING ADDRESS

CHARLES CROOK, CPPB
COUNTY PURCHASING DIRECTOR
BRAZORIA COUNTY COURTHOUSE PURCHASING DEPARTMENT
111 E. LOCUST, BLDG A-29, SUITE 100
ANGLETON, TEXAS 77515



Charles Crook, CPPB
County Purchasing Director
Brazoria County Courthouse
111 E. Locust Street, Bldg A-29, suite 100
Angleton, TX 77515

BRAZORIA COUNTY

Advertisement and Invitation for Bids

Brazoria County will receive bids for ITB#11-03 Texas Department of Rural Affairs Disaster Recovery Program City of Angleton Emergency Generators for Lift Station Numbers 1, 4 and 7 until 10:00 a.m. on Monday, September 20, 2010 attention: Charles Crook, CPPB, County Purchasing Director, Brazoria County Purchasing, Courthouse West Annex, 451 N. Velasco Street, Suite 100, Angleton, Texas 77515. The bids will be publicly opened and read aloud at 10:00 a.m. on Monday, September 20, 2010 at 451 N. Velasco Street, Suite 100, Angleton, Texas 77515. A mandatory Pre-Bid meeting shall be held on Wednesday, September 8, 2010 in the conference room of the Brazoria County Engineering Department, 451 N. Velasco Street, 2nd Floor, suite 230, Angleton, Texas. **Attendance is mandatory in order to submit a bid.** Contractors are encouraged to view the location site prior to attending the pre-bid meeting so any questions may be addressed in the meeting.

Bids are invited for several items and quantities of work as follows:

- Installation of a 150 KW generator at Lift Station Number 1
- Installation of a 150 KW generator at Lift Station Number 4
- Installation of a 300 KW generator at Lift Station Number 7

Bid/Contract Documents, including Drawings and Technical Specifications are on file at the Brazoria County Purchasing Department, 451 N. Velasco Street, suite 100, Angleton, Texas and posted at the Brazoria County Purchasing website. Interested vendors are required to contact the Purchasing Department in order to obtain a user name and password in order to download the drawings from an ftp site.

Copies of the Bid/Contract Documents may also be obtained by submitting the Brazoria County Solicitation Download Acknowledgment form to the County Purchasing Department.

A bid bond in the amount of 5 percent of the bid issued by an acceptable surety shall be submitted with each bid. A cashiers check payable to Brazoria County may be submitted in lieu of the Bid Bond.

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

Brazoria County reserves the right to reject any or all bids or to waive any informalities in the bidding.

Bids may be held by Brazoria County for a period not to exceed 90 days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidders qualifications prior to the contract award.

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

Charles Crook, CPPB, County Purchasing Director, Brazoria County Purchasing, (Monday, August 30, 2010 & Monday, September 6, 2010)

BRAZORIA COUNTY
BIDDER CERTIFICATION

**ITB #11-03 TEXAS DEPARTMENT OF RURAL AFFAIRS – DISASTER RECOVERY PROGRAM
CITY OF ANGLETON EMERGENCY GENERATORS FOR LIFT STATION NUMBERS 1, 4 AND 7**

LEGAL NAME OF CONTRACTING COMPANY

FEDERAL I.D. # (Company or Corporation) SOCIAL SECURITY # (Individual)

TELEPHONE NUMBER FACSIMILE NUMBER

CONTACT PERSON TITLE

COMPLETE MAILING ADDRESS CITY & STATE ZIP CODE

COMPLETE STREET ADDRESS CITY & STATE ZIP CODE

EMAIL ADDRESS

CERTIFICATION

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications/Statement of Work, other requirements, as well as, the Standard Terms & Conditions and Bid/Offer Sheet. Further, I agree that if my offer is accepted, I shall perform as required in these Contract documents. I am aware that, once awarded and signed by Brazoria County, my offer becomes a binding Contract in accordance with the provisions herein of the aforementioned Contract documents, and that I will not be permitted to attempt enforcement of any other Contract or Contract provisions.

SIGNATURE DATE

Typewritten or Printed Name Title

Published Dates: Monday, August 30, 2010
Monday, September 8, 2010

**COUNTY OF BRAZORIA – CONTRACT SHEET
STANDARD FORM OF AGREEMENT
FOR OWNER-CONTRACTOR PROJECTS**

STATE OF TEXAS }

BRAZORIA COUNTY }

THIS AGREEMENT, made and entered into this ____ day of _____, A.D. 2010, by and between BRAZORIA COUNTY in the STATE OF TEXAS, hereinafter termed OWNER and acting herein by County Judge E. J. King, by virtue of an order of Brazoria County Commissioners’ Court, and (Construction Firm) _____ of the City of _____ County of _____ in the State of Texas, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, and under the conditions expressed in the bond bearing even date herewith, the CONTRACTOR hereby agrees to commence and complete the construction of certain improvements as described by the Technical Specifications/Statement of Work and the Standard Terms & Conditions for ITB#11-03 Texas Department of Rural Affairs – Disaster Recovery Program – City of Angleton Emergency Generators for Lift Station Numbers 1, 4 and 7, and all extra work in connection therewith at CONTRACTOR’S own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the Advertisement and Invitation for Bids, Standard Terms & Conditions, Special Requirements, other requirements as included by the OWNER in the bid package, Plans and other drawings and printed or written explanatory matter thereof, and the Technical Specifications and addenda therefore, as prepared by OWNER and (Project Engineer) Baker and Lawson, Inc. herein entitled the ENGINEER, each document of which has been identified by the CONTRACTOR and the ENGINEER, together with the CONTRACTOR’S Bid/Offer Sheet including all certifications, affirmations, or other attachments thereto, and the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

CONTRACTOR hereby agrees to commence work within ten (10) calendar days after the date written notice to do so shall have been given to him, and to Substantially Complete the work within ____ consecutive calendar days after issuance of the “Notice to Proceed” and to be at Final Completion within ____ consecutive calendar days after the issuance of the “Notice to Proceed”, subject to such extensions of time as are provided by the Standard Terms & Conditions or Special Requirements. The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the CONTRACTOR’S proposal, which forms a part of this contract, such payments to be subject to the Standard Terms & Conditions and Special Requirements of the contract.

OWNER and CONTRACTOR further agree that this Contract shall not become binding or effective until signed by the parties hereto.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written. Executed at Angleton, Texas this _____ day of _____ 2010.

By: _____
County Judge Signature

By: _____
Printed Name

By: _____
Signature of Contractor

By: _____
Printed Name and Title

INVITATION TO BID PACKAGE CHECKLIST

ITB #11-03 TEXAS DEPARTMENT OF RURAL AFFAIRS – DISASTER RECOVERY PROGRAM CITY OF ANGLETON EMERGENCY GENERATORS FOR LIFT STATION NUMBERS 1, 4 AND 7

Items listed below represent components, which comprise this bid/offer package. Bidders are asked to review the package to be sure that all listed parts are included. If any portion of the package is missing, notify the Brazoria County Purchasing Department immediately.

It is the bidder's responsibility to be thoroughly familiar with all requirements and specifications. Be sure you understand the following before you return your bid/offer packet.

NOTE: Items marked with X are required bid submission documents and must be submitted in bid.

- 1. **Solicitation Download Acknowledgment Form**
- 2. **Cover Sheet**
- 3. **Advertisement and Invitation to Bids**
- 4. **Bidder/Offerer Certification** Company name, identifying information and signature (**IN INK**).
- 5. **Standard Form of Agreement** Must be signed (**IN INK**) by an authorized representative of the offerer.
- 6. **Package Checklist**
- 7. **General Information**
- 8. **Bid / Offer Sheet**
- 9. **Statement of No Bid**
- 10. **Brazoria County Instructions to Bidders**
- 11. **TDRA Instructions to Bidders For Construction**
- 12. **Brazoria County Standard Terms and Conditions**
- 13. **TDRA Standard Terms and Conditions**
- 14. **Bidder/Offerer's Affirmation**
- 15. **Bidder/Offerer's Affirmation and SDNs/Blocked Persons Affirmation**
Company name, identifying information and signature (**IN INK**).
- 16. **Return Label**
- 17. **Bid Bond Information and Requirements; and, Bid Check Return Authorization**
- 18. **Statement of Bidder's Qualifications**
- 19. **Vendor Data Sheet** Offerer information and W-9 Form must be completed and returned with offer.
- 20. **Contractor Certifications**
- 21. **Noncollusion Affidavit of Prime Bidder**
- 22. **Disclosure of Lobbying Activities and Instructions**
- 23. **Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements**
- 24. **Attachments:** The documents marked below are hereby attached and made a part of this package.
 - a. **Attorney Review Certification**
 - b. **Performance Bond Information and Requirements**
 - c. **Payment Bond Information and Requirements**
 - d. **Federal Davis-Bacon Wage Rates**
 - e. **Contractor's Local Opportunity Plan**
 - f. **Proposed Contracts Breakdown**
 - g. **135.38 – Section 3 Clause**
 - h. **Section 504 Certification**
 - i. **Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements**
 - j. **Federal Labor Standards Provisions**
 - k. **Title 29 – Labor Subtitle A – Office of the Secretary of Labor Part 3**
 - l. **Technical Specifications with Table of Contents-posted to Brazoria County ftp site**
 - m. **Constructions Plans-posted to Brazoria County ftp site**

Initials _____

BRAZORIA COUNTY GENERAL INFORMATION

ITB #11-03 TEXAS DEPARTMENT OF RURAL AFFAIRS – DISASTER RECOVERY PROGRAM CITY OF ANGLETON EMERGENCY GENERATORS FOR LIFT STATION NUMBERS 1, 4 AND 7

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

1.0 SCOPE

- 1.1 Provide and install a new 150 KW emergency diesel generator at the City of Angleton Lift Station Number 1 with all needed electric. In addition, remove and replace with new six (6) foot chain link fence with three (3) strand barbed wire as well as construct a concrete generator foundation eighteen (18) inches thick
- 1.2 Provide and install a new 150 KW emergency diesel generator at the City of Angleton Lift Station Number 4 with all needed electric. In addition, construct a new six (6) foot chain link fence with three (3) strand barbed wire including one (1) ten (10) foot double gate. Further, construct a concrete generator foundation eighteen (18) inches thick including four (4) yards fill for grading.
- 1.3 Provide and install a new 300 KW emergency diesel generator at the City of Angleton Lift Station Number 7 with all needed electric. In addition, remove and replace with new six (6) foot chain link fence with three (3) strand barbed wire to include one (1) four (4) foot gate and one (1) twelve (12) foot double gate. Further, construct a concrete generator foundation eighteen (18) inches thick.

2.0 PERIOD OF CONTRACT

- 2.1 This contract shall be in effect upon award and continue until completion of the project.

3.0 SUBSTITUTIONS

- 3.1 Awarded vendor must fulfill order as specified. Substitutions will not be allowed without the prior consent of the purchaser and the Engineer.
- 3.2 In cases where a product or brand is discontinued or not readily available, or where a purchaser specifically requests substitutions, limited substitutions may be allowed.
- 3.3 Vendor substitutions shall be of equal or better quality at equal or less price than the original item requested and shall be accepted with prior approval only.

4.0 QUANTITIES

Quantities are provided for information purposes. Brazoria County makes no guarantee of actual contract expenditure.

5.0 NOTICE TO PROCEED

Upon receipt of the Payment and Performance bonds and required Insurance forms, Brazoria County shall submit a Notice to Proceed letter to the awarded vendor. The vendor will be responsible for contacting the Project Manager for instructions.

6.0 MANDATORY PRE-BID MEETING

A mandatory pre-bid meeting will be held on Wednesday, September 8, 2010 in the conference room of the Brazoria County Engineering Department, 451 N. Velasco Street, suite 230, Angleton, Texas. Attendance is mandatory in order to submit a bid.

Initials _____

7.0 BOND REQUIREMENT

- 7.1 In the event the total accepted bid price exceeds \$25,000 the successful offerer must provide a **payment bond** in the amount of one hundred percent (100%) of the total contract sum within fifteen (15) calendar days after receipt of notification of bid award.
- 7.2 When applicable, all offerers must submit with their bid, a cashier's or certified check or a **bid bond** for at least five percent (5%) of the total bid price, if the bid exceeds \$100,000.00 in contract price.
- 7.3 In the event the total accepted bid price exceeds \$100,000.00 the successful offerer must provide a **performance bond** in the amount of one hundred percent (100%) of the total contract sum within ten (10) calendar days after receipt of notification of bid award.

8.0 REQUEST FOR CLARIFICATIONS

Any prospective respondent desiring any explanation or interpretation of the bid must make a written request at least five (5) days prior to the scheduled time for the bid opening. The request must be addressed to Natasha D.N. Stulberg, Purchasing Department, at the address listed below or faxed to (979) 864-1034.

Brazoria County Purchasing Department
Attn: Natasha D.N. Stulberg
111 E. Locust Street, Bldg A-29, Suite 100
Angleton, TX 77515

Offerers may also email requests for clarification to: natashas@brazoria-county.com.

9.0 FUNDING

The funding for the project will be provided by the Texas Department of Rural Affairs.

10.0 CONTRACT DOCUMENTS FURNISHED BY ENGINEER

Engineer to furnish up to five (5) Sets of Construction Plans and Technical Specifications to Contractor for use during construction.

CAUTION! There is risk involved with this contract. All fees, payment and consideration due the contracted engineer / architect are contingent upon the County successfully securing funding from the appropriate sources.

11.0 SITE LOCATIONS

Contractors are encouraged to view the following sites prior to attending the pre-bid meeting in order for any questions to be answered during the meeting. Vicinity maps are included in the plans which are posted to the ftp site and offer an exact location.

- 11.1 Lift Station Number 1 does not have an exact address but can be accessed from SH 288 TxDot R.O.W.
- 11.2 Lift Station Number 2 is located at 317 Bryan, Angleton, Texas.
- 11.3 Lift Station Number 3 is located at 29 N. Kaysie, Angleton, Texas.

12.0 DRAWINGS AND TECHNICAL SPECIFICATIONS

Interested vendors are required to contact the Purchasing Department in order to obtain a user name and password in order to download the drawings from the ftp site.

Initials _____

BRAZORIA COUNTY

BID / OFFER SHEET

ITB #11-03 TEXAS DEPARTMENT OF RURAL AFFAIRS – DISASTER RECOVERY PROGRAM CITY OF ANGLETON EMERGENCY GENERATORS FOR LIFT STATION NUMBERS 1, 4 AND 7

Specification No.	Lift Station Number 1 Description	UOM	QTY
270	Remove and replace with new 6' chain link fence with 3 strand barbed wire	L.F.	35
75	Concrete Generator foundation – 18" (inches) thick	S.F.	95
Gen-1	Provide and install new 150 KW diesel generator with all needed electric	L.S.	1
TOTAL			

Specification No.	Lift Station Number 4 Description	UOM	QTY
270	Install new 6' chain link fence with 3 strand barbed wire and 1-10' double gate	L.F.	52
75	Concrete Generator foundation – 18" (inches) thick with 4 yard fill for grading	S.F.	165
Gen-1	Provide and install new 150 KW diesel generator with all needed electric	L.S.	1
TOTAL			

Specification No.	Lift Station Number 7 Description	UOM	QTY
270	Remove and replace with new 6' chain link fence with 3 strand barbed wire and 1-4' gate and 1-12' double gate		
75	Concrete Generator foundation – 18" (inches) thick	S.F.	282
Gen-1	Provide and install new 300 KW diesel generator with all needed electric	L.S.	1
TOTAL			

Specification No.	Description	UOM	QTY
1000	General Conditions	L.S.	1

TOTAL BID \$ _____

The Work as described in this Bid/Offer will be commenced at a date no later than ten (10) calendar days after the date given to the successful bidder in a written Notice to Proceed, and will be pursued with all reasonable diligence (excepting acts of God, civil disturbance, or other situations agreed to by the Owner as being beyond the responsibility of the Contractor) to

SUBSTANTIALLY COMPLETE THE WORK WITHIN _____ CALENDAR DAYS.

Brazoria County reserves the right to accept or reject any or all bids and waive all technicalities.

The undersigned bidder has carefully examined the Invitation to Bid package and the Certification, the Standard Terms and Conditions, the Technical Specifications and all other documents and requirements included therein.

Further, the undersigned understands that by his signature affixed below, he agrees to enter into a contract with Brazoria County in accordance with the requirements of the County as stated in the above-referenced contract documents.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Company Name: _____ Tel: _____

BRAZORIA COUNTY STATEMENT OF NO BID

ITB #11-03 TEXAS DEPARTMENT OF RURAL AFFAIRS – DISASTER RECOVERY PROGRAM CITY OF ANGLETON EMERGENCY GENERATORS FOR LIFT STATION NUMBERS 1, 4 AND 7

If bidder is not bidding on the goods and/or services as stated in this ITB, please complete and return this form to:
Brazoria County Courthouse, Purchasing Department, 111 E. Locust, Bldg. A-29, Suite 100, Angleton, Texas 77515.

NAME OF FIRM: _____

ADDRESS: _____

SIGNATURE: _____

TELEPHONE: _____ DATE: _____

The above has declined to submit a bid response for the following reason(s) [please check all that apply]:

- Specifications too “restrictive”, i.e., goods offered by our company do not meet stated specifications.
- Specifications unclear (please explain below).
- We do not offer this commodity and/or service or an equivalent.
- Insufficient time to respond to the ITB.
- Our schedule would not permit us to perform.
- Can not meet insurance requirements.

Remarks: _____

BRAZORIA COUNTY INSTRUCTIONS TO BIDDERS

ITB #11-03 TEXAS DEPARTMENT OF RURAL AFFAIRS – DISASTER RECOVERY PROGRAM CITY OF ANGLETON EMERGENCY GENERATORS FOR LIFT STATION NUMBERS 1, 4 AND 7

BIDDER INSTRUCTIONS:

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

The following requirements and specifications supersede other requirements where applicable.

General

All bids inclusive of pricing shall remain firm for acceptance for a minimum period of ninety (90) days from opening date unless otherwise specified by Brazoria County.

Prices bid shall reflect the full Specifications/Statement of Work as defined per the ITB documents, inclusive of all associated costs for insurance, taxes, overhead, profit and bonding, if required and so identified.

Bidder must include all incidental costs in his pricing. Brazoria County will not provide or allow for parking or travel reimbursements for the bidder's employees. Bidder's offices, administration and/or place of business will not be on Brazoria County premises and will be the bidder's responsibility. Only those costs shown on the Bid /Offer will be paid.

It is also understood that any and all persons who provide services under Contract to Brazoria County, resulting from this Invitation to Bid, shall be and remain employees of the Contractor, not Brazoria County. It is understood and agreed that the bidder is solely responsible for all services being provided and shall provide adequate insurance to cover against any and all losses incurred by the bidder's employees and or equipment during the course of the Contract.

All correspondence relating to this ITB, from receipt to award shall be sent to the Brazoria County Purchasing Director.

No award or acquisition can be made until Commissioners' Court approves such action.

This Invitation to Bid in no manner obligates Brazoria County or any of its agencies to the eventual purchase of any goods and/or service described, implied or which may be bid, until confirmed by a written Contract. Progress toward this end is solely at the discretion of Brazoria County and may be terminated at any time prior to the signing of a Contract.

Brazoria County will not be liable for any costs incurred by the bidder in preparing a response to this ITB. Brazoria County makes no guarantee that any goods and/or services will be purchased as a result of this Invitation to Bid, and reserves the right to reject any and all bids. All bids and their accompanying documentation will become the property of Brazoria County.

The bidder is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at bidder's risk.

ITB Form Completion

Bidder shall fill out, **SIGN**, and return to the Brazoria County Purchasing Department one (1) original and three (3) copies of the complete ITB form. An authorized representative of the bidder **MUST** sign the Standard Form of Agreement. The Contract will be binding only when signed by the Brazoria County Judge. The use of liquid paper is **NOT** acceptable and may result in the disqualification of ITB. If an error is made, bidder **MUST** draw a line through the error and initial each change.

ITB Returns

Bidders must return all completed bids to the Brazoria County Purchasing Department at the address below **no later than 10:00 A.M.** on the date specified. Late ITBs will not be accepted. ITBs must be submitted in a sealed envelope and addressed as follows:

Initials_____

MAILING ADDRESS:

CHARLES CROOK, CPPB
COUNTY PURCHASING DIRECTOR
BRAZORIA COUNTY COURTHOUSE
PURCHASING DEPARTMENT
111 E. LOCUST, BLDG A-29, SUITE 100
ANGLETON, TEXAS 77515

PHYSICAL ADDRESS:

CHARLES CROOK, CPPB
COUNTY PURCHASING DIRECTOR
BRAZORIA COUNTY PURCHASING
COURTHOUSE WEST ANNEX
451 N.VELASCO STREET, SUITE 100
ANGLETON, TEXAS 77515

**ITB #11-03 TEXAS DEPARTMENT OF RURAL AFFAIRS – DISASTER RECOVERY PROGRAM
CITY OF ANGLETON EMERGENCY GENERATORS FOR LIFT STATION NUMBERS 1, 4 AND 7**

PREPARATION OF BID/OFFERS: Bid/offers must be submitted on the forms provided in this package, in ink or typewritten. The Bid/Offer Price sheet(s), the Bidder Certification sheet and the Standard Form of Agreement must be manually signed by an officer of the company having the authority to bind the firm into a contract. The required sheets, together with any addendum receipt forms which may have been issued, and all other required forms must be enclosed in a sealed envelope marked with the bidder’s company name, the bid/offer name, number and due date must be submitted in the Bid Package.

ITEMS TO BE FURNISHED AS PART OF BID/OFFER:

Items listed in the **Package Checklist** marked with X are required bid submission documents and must be submitted in bid.

Failure to provide these items may result in rejection of bid/offer.

Late Bid/Offers

Bids/Offers received in the office of the County Purchasing Director after submission deadline will be considered void and unacceptable. Brazoria County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the office of the County Purchasing Director shall be the official time of receipt.

Altering Bids/Offers

Bids/Offers cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid/offer, guaranteeing authenticity.

Withdrawal of Bid/Offer

A bid/offer may not be withdrawn or canceled by the bidder without the permission of Brazoria County for a period of ninety (90) days following the date designated for the receipt of bids/offers, and bidder so agrees upon submittal of their bid/offer.

Initials_____

TDRA INSTRUCTION TO BIDDERS FOR CONSTRUCTION

1. Inspection of Site

Each bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the contract. The bidder should thoroughly examine and familiarize himself with the drawings, technical specifications and all other contract documents. The contractor by the execution of the contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal document or to visit the site or acquaint himself with the conditions there existing. Brazoria County will be justified in rejecting any claim based on lack of inspection of the site prior to the bid.

2. Alternate bid items

No alternate bids or bid items will be considered unless they are specifically requested by the technical specifications.

3. Bids

- a. All bids must be submitted on the forms provided and are subject to all requirements of the Contract Documents, including the Drawings.
- b. All bids must be regular in every respect and no interlineations, excisions or special conditions may be made or included by the bidder.
- c. Bid documents, including the bid, the bid bond, and the statement of bidders' qualifications shall be sealed in an envelope and clearly labeled with the words "Bid Documents", the project number, name of bidder and the date and time of bid opening.
- d. The County of Brazoria may consider as irregular any bid on which there is an alteration of or departure from the bid form and, at its option, may reject any irregular bid.
- e. If a contract is awarded, it will be awarded to a responsible bidder on the basis of the lowest/best bid and the selected alternate bid items, if any. The contract will require the completion of the work in accordance with the contract documents.

4. Bid Modifications Prior to Bid Opening

- a. Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the County of Brazoria prior to the closing time, and provided further, Brazoria County is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition, subtractions or other modifications so that the final prices or terms will not be known by Brazoria County until the sealed bid is open. If written confirmation is not received within two (2) days from the closing time, no consideration will be given to the telegraphic modification.
- b. Likewise, any bidder may modify a bid by submitting a supplemental bid in person prior to the scheduled closing time for receipt of bids. Such supplemental bid should mention only additions or subtractions to the original bid so as to not reveal the final prices or terms to Brazoria County until the sealed bid is open.

5. Statement of Bidders Qualifications

Each bidder shall submit on the form furnished for that purpose a statement of the bidder's qualifications. Brazoria County shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform his obligations under the contract, and the bidder shall furnish Brazoria County all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available data does not satisfy Brazoria County that the bidder is qualified to carry out properly the terms of the contract.

Initials_____

6. Unit Price

The unit price for each of the several items in the bid shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. Special attention is drawn to this condition, as the unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

7. Corrections

Erasures or other corrections in the bid must be noted over the signature of the bidder.

8. Time for Receiving Bids

Bids received prior to the advertised hour of opening shall be kept securely sealed. The officer appointed to open the bids shall decide when the specified time has arrived and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of Brazoria County that the late arrival of the bid was solely due to delay in the mail for which the bidder was not responsible, such bid will be received and considered.

9. Opening of Bids

Brazoria County shall, at the time and place fixed for the opening of bids, open each bid and publicly read it aloud, irrespective of any irregularities therein. Bidders and other interested individuals may be present.

10. Withdrawal of Bids

Bidder may withdraw their bid before the time fixed for the opening of bids, by communicating his purpose in writing to Brazoria County. Upon receipt of such notice, the unopened bid will be returned to the bidder. The bid guaranty of any bidder withdrawing his bid will be returned promptly.

11. Award of Contract/Rejection of Bids

Brazoria County reserves the right to consider as unqualified to do the work any bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in this contract.

12. Execution of Agreement/Performance and Payment Bonds

- a. Performance and Payment Bonds: Requires all prime contractors which enter into a formal contract in excess of \$25,000 with the State, any department, board, agency, municipality, county, school district or any division or subdivision thereof, to obtain a Payment Bond in the amount of the contract before commencing with work and a performance bond for public works contracts in excess of \$100,000.
- b. The failure of the successful bidder to execute the agreement and supply the required bonds within fifteen (15) days after the prescribed forms are presented for signature, or within such extended period as Brazoria County may grant, shall constitute a default and Brazoria County may, at its option either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either case, Brazoria County may charge against the bidder the difference between the amount of the bid, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against Brazoria County for a refund.

Initials _____

BRAZORIA COUNTY

STANDARD TERMS AND CONDITIONS

- 1. FUNDING:** Funds for payment have been provided through the Brazoria County grant contract with the Texas Department of Rural Affairs. Payment shall be conditioned by receipt of funds by Brazoria County from the Texas Department of Rural Affairs. Brazoria County shall have no liability until funds are received from the Texas Department of rural Affairs in an amount requested based on Brazoria County and Engineer approved invoices, requests for payment, or estimates as submitted by the Contractor.

- 2. AWARD OF CONTRACT:** Successful bidder will be notified of award as promptly as a thorough analysis of bids/offers will permit, and shall have fifteen (15) calendar days following date of notification of award in which to supply bonds and certificate of insurance as may be required herein.
 - 2.1** Brazoria County hereby notifies Bidder/Offerer that pursuant to Texas Local Government Code §262.0276 (effective September 1, 2003) Brazoria County is prohibited from entering into a contract or other transaction which requires approval by the Commissioners Court with an individual, sole proprietorship, corporation, non-profit corporation, partnership joint venture, limited corporation or other entity which is indebted to the County. Further, that this contract may be terminated and payment withheld if awarded Bidder/Offerer becomes indebted to the County during the term of the Contract.

- 3. EQUAL EMPLOYMENT:** All contracts will be awarded by Brazoria County without consideration as to race, religion, sex, national origin or disability of bidder. Successful bidders are required to adhere to the provisions of 42 USCA Sec. 12101 et seq., Americans with Disabilities Act.

- 4. CONTRACT:** The bid/offer, when properly supplemented by any bonds and/or certificate of insurance as may be required herein, and when accepted by Brazoria County, shall constitute a Contract equally binding between the successful bidder and Brazoria County. No invoices will be paid prior to acceptance of Contract by Brazoria County. No different or additional terms will become a part of this Contract.

- 5. DEFAULT OF BIDDER:** If successful bidder defaults by failing to supply bonds and/or certificate of insurance within the fifteen (15) calendar day period allotted, award shall pass to the next lowest bidder upon the approval of Commissioners' Court.
 - 5.1** Bidder, in submitting this bid/offer, agrees that Brazoria County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

- 6. ADDENDA:** Any interpretations, corrections or changes to these Contract documents and specifications prior to bidding will be made by addenda. Sole issuing authority of addenda shall be vested in the Brazoria County Purchasing Director. Addenda will be posted to the Brazoria County Purchasing Department website and to all that are known to have received a copy of the bid/offer package and/or Contract. Bidders shall acknowledge receipt of all addenda.

- 7. SALES TAX:** Brazoria County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.

- 8. ETHICAL CONDUCT:** The bidder shall not offer or accept gifts nor anything of value, not enter into any business arrangement with any employee, official, or Director of Brazoria County. No public official shall have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171.
 - 8.1** The bidder affirms that the only person or parties interested in this bid/offer as principals are those named herein, and that this bid/offer is made without collusion with any other person, firm, or corporation.

Initials_____

9. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

- 1) Have adequate financial resources, or the ability to obtain such resources as required;
- 2) Be able to comply with the required or proposed delivery schedule;
- 3) Have a satisfactory record of performance;
- 4) Have a satisfactory record of integrity and ethics;
- 5) Be otherwise qualified and eligible to receive an award.

9.1 Brazoria County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

10. SILENCE OF SPECIFICATIONS: The apparent silence of the specifications contained as a part of this package as to any detail or to the apparent omission of a 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.

11. INDEMNIFICATION: The successful bidder (herein after referred to as Contractor), shall defend, indemnify, and save harmless Brazoria County and the local governmental entity having jurisdiction of the project location and all their officers, Directors, 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 of any negligent act or fault of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act of omission, neglect, or misconduct of said Contractor; or because any claims or amount recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising recovered under the Worker's Compensation Act, or any other law ordinance, order, or decree; or of any Director, employee, subcontractor, or supplier in the execution of, or performance under, any Contract which may result from award of bid/offer.

11.1 Further, Contractor indemnifies and will indemnify and save harmless Brazoria County from liability, claim or demand on their part, their Directors, servants, customers, and/or employees, whether such liability, claim, or demand arise from event or casualty happening within the job site itself or elsewhere. Contractor shall pay any judgment with costs which may be obtained against Brazoria County growing out of such injury or damages.

11.2 Money due the Contractor under and by virtue of his Contract as may be considered necessary by the County for such purpose may be retained for the use of the County, or in case no money is due, his surety may be held until such suit or suits action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to the effect furnished to the County, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

12. THIRD PARTY BENEFICIARY CLAUSE: It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create with the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

13. WAGES: Contractor shall pay or cause to be paid, without cost or expense to Brazoria County, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees; and all such employees shall be paid wages and benefits as required by Federal and/or State law. Contracts involving construction work or supply of materials in place shall abide by the provisions of Article 5159d Texas Revised Civil Statutes Annotated.

14. HAZARDOUS SUBSTANCES: State law requires that shipments of hazardous substances shall include MATERIAL SAFETY DATA SHEETS (MSDS). MSDS must be supplied with the first order shipped under any contract, and at any time MSDS is revised.

Initials_____

15. PAYMENT: Payment shall be made upon receipt and/or acceptance in accordance with the terms of this Contract by the County of items(s) ordered, and receipt of a valid invoice in accordance with Article 601f Texas Revised Civil Statutes Annotated. Contractor is required to pay subcontractors within ten (10) days.

16. CONTRACTOR'S LIABILITY: The Contractor shall be responsible for all damage or injury to property of any character during the execution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

16.1 When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the nonexecution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injury in an acceptable manner.

17. DEFECTIVE MATERIALS: Unless otherwise stated herein, items supplied under this Contract shall be subject to the County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the Contractor at the next service day at no expense to the County. If item is not picked up within one (1) week after notification, the item will become a donation to the County for disposition.

18. WARRANTY: Contractor shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Contractor and the County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code. Further, Contractor shall provide additional warranty requirements as may be defined in the Scope of Work attached.

19. GOVERNING LAW: Contractor is advised that these requirements shall be fully governed by the laws of the State of Texas and that Brazoria County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements. All disputes arising out of this agreement will be resolved in Brazoria County, Texas.

All documents are subject to Texas Open Records requirements.

20. DRAWINGS: All plans and specifications are hereby attached and made a part of this Contract.

21. RIGHT TO AUDIT: At any time during the term of this contract and for a period of four (4) years thereafter, the State of Texas, Brazoria County, and/or other federal, State and local agencies which may have jurisdiction over this contract and/or purchase order, at reasonable times and at its expense reserve the right to audit successful bidder's records and books. If needed for audit, original or independently certified copies of off-site records will be provided to auditors at successful bidders expense within two (2) weeks of written request.

22. BID BOND: When applicable, all offerers must submit, with bid/proposal, a cashier's check or certified check for at least five percent (5%) of the total bid/proposal price, if the bid/proposal exceeds \$100,000 in contract price or if the contract includes construction of public work. Such cashier's check shall be payable to the order of Brazoria County, or a Bid/Proposal Bond in the same amount issued by a surety, acceptable to Brazoria County, authorized to do business in the State of Texas, as a guaranty that the offerer will enter into a contract with Brazoria County (as outlined in the Specifications/Statement of Work and attachments) and that offer will furnish the requisite performance and payment bonds as may be required. (*See Package Checklist.*)

Initials_____

- 23. PERFORMANCE AND PAYMENT BONDS:** (Public Works Contract or as Required by Commissioner’s Court) In the event the total accepted bid/proposal price exceeds \$25,000 the successful offerer must provide to the office of the County Purchasing Director, a payment bond, and if the price exceeds \$100,000 the successful offerer must also provide a performance bond, each in the amount of one hundred percent (100%) of the total contract sum within ten (10) calendar days after receipt of notification of bid/proposal award. Such bonds shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon’s Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds with a Best Rating of “A” or better and have a bonding capacity adequate for the prescribed amount. Brazoria County reserves the right to accept or reject any surety company proposed by the offerer. In the event Brazoria County rejects the proposed surety company, the offerer will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Brazoria County. (*See Package Checklist.*)
- 24. APPLICABLE LAW:** All applicable laws and regulations of the State of Texas and ordinances and regulations of Brazoria County shall apply.
- 25. COMPLIANCE WITH APPLICABLE LAWS:** Offerer shall at all times observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the services contracted to be provided by offerer hereunder or which in any manner affect this Contract.
- 26. FORCE MAJEURE:** Neither the County nor the successful offerer shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war riots, rebellions, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation; provided however, that in the event of strikes or labor disputes, an inability to procure raw materials, equipment, power or supplies, or the enactment of any law, order, proclamation, regulation, ordinance, demand, or other requirement of any governmental agency or intergovernmental body, which prevents, restricts, interferes or delays with the performance of this Contract, the party so affected, upon giving notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, delay or interference, so long as the party so affected shall use reasonable efforts under the circumstance to avoid or remove such causes of nonperformance, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.
- 27. SEVERABILITY:** If any provision of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect any other provision contained herein, and the remainder of the Contract shall remain in full force and effect, and enforceable in accordance with its terms.

Initials _____

TDRA

STANDARD TERMS AND CONDITIONS

1. CONTRACT AND CONTRACT DOCUMENTS

- a) The project to be constructed pursuant to this contract will be financed with assistance from the Texas Community Development Block Grant Program (TX CDBG DRS) and is subject to all applicable Federal, State, and local laws and regulations.

2. DEFINITIONS

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

- a) The term "Contract" means the Contract executed between Brazoria County, hereinafter called Brazoria County and (Name of Contractor) _____, hereinafter called Contractor, of which these STANDARD TERMS AND CONDITIONS, form a part.
- b) The term "Project Area" means the area within the local governmental entity as specified in the Contract Documents of the improvements contemplated to be constructed in whole or in part under this contract.
- c) The term "Engineer" means (Baker and Lawson, Inc.), Engineer in charge, serving Brazoria County with architectural or engineering services, his successor, or any other person or persons, employed by Brazoria County for the purpose of directing the work embraced in this Contract.
- d) The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings) and other Documents as required for the Bid/Offeree as stated in the Package Checklist.

3. SUPERVISION BY CONTRACTOR:

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

4. SUBCONTRACTS:

- a) The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has verified the subcontractor(s) as eligible to participate in federally funded contracts.
- b) No proposed subcontractor shall be disapproved by Brazoria County or local governmental entity except for cause.
- c) The Contractor shall be as fully responsible to Brazoria County or local governmental entity for the acts and omissions of his subcontractor(s) and of persons either directly or indirectly employed by them.

Initials _____

- d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work and require compliance by each subcontractor with the applicable provisions of the Contract.
- e) Nothing contained in the Contract shall create any contractual relation between any subcontractor and Brazoria County.

5. FITTING AND COORDINATION OF WORK:

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

6. CHANGES IN THE WORK:

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

7. CLAIMS FOR EXTRA COST:

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

Initials_____

- d) If, on the basis of the available evidence, TDRA, Engineer, and Brazoria County determine that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

8. ASSIGNMENT OR NOVATION:

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

9. DISPUTES

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

10. TECHNICAL SPECIFICATIONS AND DRAWINGS:

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

11. SHOP DRAWINGS:

- a) All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in seven (7) copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the contract time shall be granted by reason of his failure in this respect.
- b) Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time, otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.
- c) If a shop drawing is in accordance with the contract or involves only a minor adjustment in the interest of Brazoria County not involving a change in contract price or time; the engineer may approve the drawing. The approval shall not relieve the Contractor from his responsibility for adherence to the contract or for any error in the drawing.

Initials_____

12. REQUESTS FOR SUPPLEMENTARY INFORMATION:

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

13. MATERIALS AND WORKMANSHIP:

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

14. SAMPLES, CERTIFICATES AND TESTS:

- a) The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.
- b) Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in making a prompt decision regarding the acceptability of the sample. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

Initials_____

- c) Approval of any materials shall be general only and shall not constitute a waiver of Brazoria County's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.
- d) Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
 - The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
 - The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;
 - The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;
 - Brazoria County will pay all other expenses.

15. PERMITS AND CODES:

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

16. CARE OF WORK:

- a) The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.
- b) In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the County of Brazoria is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by Brazoria County.
- c) The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.

Initials_____

- d) The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements included in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property, Brazoria County, or other party before the commencement of any work. The Contractor shall indemnify and save harmless Brazoria County from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which Brazoria County may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

17. ACCIDENT PREVENTION:

- a) No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.
- b) The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.
- c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish Brazoria County with reports concerning these matters.
- d) The Contractor shall indemnify and save harmless Brazoria County from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.
- e) The Contractor shall provide a trench safety plan for all excavations more than five feet deep prior to excavation. House Bill 1569 concerning trench safety legislation are made a part of these contract documents for Contractor's reference. All OSHA Standards for trench safety must be adhered to by the Contractor.
- f) The Contractor shall at all time conduct his work in such a manner as to insure the least possible inconvenience to vehicular and pedestrian traffic. At the close of the work each day, all streets where possible in the opinion of the city/county, shall be opened to the public in order that persons living in the area may have access to their homes or businesses by the use of the streets. Barricades, warning signs, and necessary lighting shall be provided to the satisfaction of Engineer at the expense of the Contractor.

18. SANITARY FACILITIES:

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

19. USE OF PREMISES:

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

Initials _____

20. REMOVAL OF DEBRIS, CLEANING, ETC.

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

21. INSPECTION:

- a) All materials and workmanship shall be subject to inspection, examination, or test by Brazoria County and Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. Brazoria County and/or Engineer shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, Brazoria County may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any Monies which may be due the Contractor, without prejudice to any other rights or remedies of Brazoria County.
- b) The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests directed by Engineer will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the technical specifications.
- c) The Contractor shall notify Engineer sufficiently in advance of back filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of Engineer, the Contractor shall uncover for inspection and recover such facilities at his own expense, when so requested by the Engineer.
- d) Should it be considered necessary or advisable by Engineer at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.
- e) Inspection of materials and appurtenances to be incorporated in the improvements included in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the technical specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.
- f) Neither inspection, testing, approval nor acceptance of the work in whole or in part, by Brazoria County or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

22. REVIEW BY COUNTY OF BRAZORIA:

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

Initials _____

23. FINAL INSPECTION:

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

24. DEDUCTION FOR UNCORRECTED WORK:

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

25. INSURANCE:

- a) The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and furnished a certificate of insurance to Brazoria County and such insurance has been approved by Brazoria County.
- b) Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance as required by the State of Texas for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance.
- c) Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the following amounts: (\$1,000,000).
- d) Proof of Insurance: The Contractor shall furnish Brazoria County with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the County of Brazoria."
- e) The insurance covered by this certificate will not be canceled or materially altered except after thirty (30) days written notice has been received by Brazoria County.
- f) For the terms covered under this contract Brazoria County, the Local Entity that has jurisdiction over the Project site and the Project Engineer shall be named as additional insureds with respect to general liability.

26. WARRANTY OF TITLE:

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

Initials_____

27. WARRANTY OF WORKMANSHIP AND MATERIALS

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

28. COMPLIANCE WITH AIR AND WATER ACTS:

- a) In compliance with the Clean Air Act, as amended, 41 U.S.C. Sec. 7401 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, the Contractor agrees that:
 - Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
 - He will comply with all requirements of Section 114 of the Clean Air Act, as amended.
 - Materials utilized in the project shall be free of any hazardous materials, except as may be specifically provided for in the specifications.
- b) If the Contractor encounters existing material on sites owned or controlled by the city/county or in material sources that are suspected by visual observation or smell to contain hazardous materials, the Contractor shall immediately notify the Engineer and Brazoria County. Brazoria County will be responsible for testing for and removal or disposition of hazardous materials on sites owned or controlled by Brazoria County. Brazoria County may suspend the work, wholly or in part during the testing, removal or disposition of hazardous materials on sites owned or controlled by Brazoria County.

29. EQUAL EMPLOYMENT OPPORTUNITY:

- a) The Contractor will not discriminate against any employee or the applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Brazoria County.
- b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c) The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- d) The goals and timetables for minority and female participation, are as follows:

Goals for Minority Participation	Goals for Female Participation
27.3% for Each Trade	6.9% in Each Trade
- e) These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area.
- f) The Contractor shall take affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions.
- g) Contractors are encouraged to participate in voluntary associations which assist in fulfilling their affirmative action obligations.

Initials_____

- h) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority.
- i) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- j) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts.
- k) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

30. AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, promotion, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

31. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974:

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

32. THE PROVISION OF LOCAL TRAINING, EMPLOYMENT, AND BUSINESS OPPORTUNITIES:

- a) To the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b) The Contractor will include this clause in every subcontract for work in connection with the project.

33. NON SEGREGATED FACILITIES:

The Contractor certifies that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees any segregated facilities at any of his establishments, or permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

34. JOB OFFICES:

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

Initials_____

35. PARTIAL USE OF SITE IMPROVEMENTS:

- a) Engineer may give notice to the Contractor and the local governmental entity having jurisdiction over the project site to place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the technical specifications and if in the Engineers opinion, each such section is reasonably safe, fit, and convenient for the use and accommodation for which it was intended, provided:
- b) The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.
- c) The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.

36. CONSTRUCTION DOCUMENTS AND DRAWINGS:

Engineer will furnish the Contractor without charge up to (5) copies of the Technical Specifications and Drawings for use during construction. Additional copies requested by the Contractor will be furnished at cost.

37. CONTRACT PERIOD:

The work to be performed under this contract shall commence within the time stipulated by Brazoria County in the Notice to Proceed, and shall be substantially completed within _____ calendar days thereafter.

38. LIQUIDATED DAMAGES:

Since the actual damages for any delay in completion of the work under this contract are impossible to determine, the Contractor and his Sureties shall be liable for and shall pay to Brazoria County the sum of two hundred dollars (\$200.00) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated time for completion.

39. TERMINATION, DELAYS, AND LIQUIDATED DAMAGES:

- a) Right of the County of Brazoria to Terminate Contract.

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the County of Brazoria may serve written notice upon the Contractor and the Surety of its intention to terminate the contract. The notices shall contain the reasons for such intention to terminate the contract, and unless such violation or delay shall cease and satisfactory arrangement of correction be made within ten days, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the County of Brazoria shall immediately serve notice thereof upon the Surety and the Contractor. The Surety shall have the right to take over and perform the contract. Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the County of Brazoria may take over the work and complete the project by bid/contract or by force account at the expense of the Contractor and his Surety shall be liable to the County of Brazoria for any excess cost incurred. In such event the County of Brazoria may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

- b) Excusable Delays.

- The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:
- Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
- Any acts of the County of Brazoria;

Initials_____

- Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the County of Brazoria, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.
- Provided, however, that the Contractor promptly notifies the County of Brazoria within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the County of Brazoria shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the County of Brazoria shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

40. PAYMENTS TO CONTRACTOR:

a) Partial Payments

- The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit three (3) copies, to the Engineer for his approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) Ten percent (10%) of the total amount, unless the project is over \$400,000 in which case Five percent (5%), to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed as approved by Engineer and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the actual quantities of such materials and the invoice prices as approved by Engineer. Copies of all invoices shall be available for inspection of the Engineer.
- Monthly or partial payments made by Brazoria County to the Contractor are moneys advanced for the purpose of assisting the contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by Brazoria County. Such payments shall not constitute a waiver of the right of Brazoria County to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to Brazoria County in all details.

b) Final Payment

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

c) Payments Subject to Submission of Certificates

Each payment to the Contractor from Brazoria County is subject to submission of all written certifications required of the Contractor and his subcontractors.

Initials_____

d) Withholding Payments

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

41. SIGNAGE REQUIREMENT AT CONSTRUCTION SITE:

Public buildings, facilities, and centers constructed with TDRA TxCDBG-DRS assistance shall have permanent signage placed in a prominent visible public area with the wording provided below. The formatting of such signage will be at local discretion to best fit the architectural design of the facility constructed but should be legible from at least three (3) feet distance.

Other construction projects, e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation, etc. utilizing TDRA TxCDBG-DRS funding shall have temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality as directed by the owner.

Project Sign Wording:

"This project is funded by the Texas Department of Rural Affairs of the State of Texas, to provide for disaster recovery and restoration of infrastructure for communities impacted by the 2008 hurricanes. Funds allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Program."

Initials_____

BRAZORIA COUNTY

BIDDER/OFFERER'S AFFIRMATION

**ITB #11-03 TEXAS DEPARTMENT OF RURAL AFFAIRS – DISASTER RECOVERY PROGRAM
CITY OF ANGLETON EMERGENCY GENERATORS FOR LIFT STATION NUMBERS 1, 4 AND 7**

This sheet must be completed, signed, and returned by Bidder/Offerer

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS OF AWARD MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.

1. Bidder/Offerer affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid/offer in collusion with any other bidder, and that the contents of this bid/offer as to prices, terms or conditions have not been communicated by the undersigned nor by any employee or Director to any other person engaged in this type of business prior to the official opening of this bid/offer.
2. Bidder/Offerer hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
3. Pursuant to §262.076 (a) of the Texas Local Government Code and subject to Brazoria County Court Order No. 36 of October 28, 2003, Bidder/Offerer, hereby affirms that Bidder/Offerer:

(Please check all that are applicable)

_____ Does not own taxable property in Brazoria County.

_____ Does not owe any ad valorem taxes to Brazoria County or is not otherwise indebted to Brazoria County.

If any additional information is required regarding these requirements, please contact The Brazoria County Purchasing Department PRIOR to execution.

Bidder/Offerer Company Name _____

Bidder (Signature) _____ Date _____

Bidder (Print Name) _____ Date _____

Position with Company _____

Signature of Company Official
Authorizing the Bid/Offer _____ Date _____

Company Official
(Printed Name) _____

Official's Position _____

Corporate Vendors Shall Furnish the Following Information:

Where Incorporated _____ Charter Number _____

BRAZORIA COUNTY BIDDER/OFFERER'S SDNs/BLOCKED PERSONS AFFIRMATION

**ITB #11-03 TEXAS DEPARTMENT OF RURAL AFFAIRS – DISASTER RECOVERY PROGRAM
 CITY OF ANGLETON EMERGENCY GENERATORS FOR LIFT STATION NUMBERS 1, 4 AND 7**

This sheet must be completed, signed, and returned by Bidder/Offerer

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS OF AWARD MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.

1. Pursuant to §2155.077 of the Texas Local Government Code and subject to Brazoria County Court Order No19 of August 9, 2005, Bidder/Offerer, hereby affirms that Bidder/Offerer:
 (Please check all that are applicable)

_____ Is not excluded from doing business at the federal level.

_____ Is not listed as Specially Designated Nationals (SDN)s/Blocked Persons (individuals and companies owned or controlled by or acting for or on behalf of targeted Countries; or individuals, groups and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific).

2. Brazoria County may not make procurement transactions with SDNs/Blocked Persons.

 If any additional information is required regarding these requirements, please contact The Brazoria County Purchasing Department PRIOR to execution.

Bidder/Offerer Company Name _____

Bidder (Signature) _____ Date _____

Bidder (Print Name) _____ Date _____

Position with Company _____

Signature of Company Official
 Authorizing the Bid/Offer _____ Date _____

Company Official
 (Printed Name) _____

Official's Position _____

Corporate Vendors Shall Furnish the Following Information:

Where Incorporated _____ Charter Number _____

**BRAZORIA COUNTY
RETURN LABEL**

*******LATE BIDS CANNOT BE ACCEPTED*******

<u>SEALED INVITATION TO BID</u>	
ITB#:	11-03
OPENING DATE:	MONDAY, SEPTEMBER 9, 2010
OPENING TIME:	10:00 A.M. C.S.T.
ITB DESCRIPTION:	TEXAS DEPARTMENT OF RURAL AFFAIRS – DISASTER RECOVERY PROGRAM CITY OF ANGLETON LIFT STATION NUMBERS 1, 4 AND 7
RETURN OFFER TO:	PHYSICAL ADDRESS: COUNTY PURCHASING DIRECTOR BRAZORIA COUNTY PURCHASING COURTHOUSE WEST ANNEX 451 N. VELASCO STREET, SUITE 100 ANGLETON, TEXAS 77515
<i>DATED MATERIAL – DELIVER IMMEDIATELY</i>	

PLEASE CUT OUT AND AFFIX THE ITB LABEL ABOVE TO THE OUTER MOST ENVELOPE OF YOUR RESPONSE TO
HELP ENSURE PROPER DELIVERY!

****VENDOR MUST RETURN ONE (1) ORIGINAL AND THREE (3) COMPLETE COPIES OF THE BID DOCUMENTS****

*******LATE BIDS CANNOT BE ACCEPTED*******

**BRAZORIA COUNTY
BID BOND INFORMATION
AND REQUIREMENTS**

The following requirements supersede other requirements where applicable.

BID BOND: When applicable, all offerers must submit, with bid/proposal, a cashier's check or certified check for at least five percent (5%) of the total bid/proposal price, if the bid/proposal exceeds \$100,000 in contract price or if the contract includes construction of public work. Such cashier's check shall be payable to the order of Brazoria County, or a Bid/Proposal Bond in the same amount issued by a surety, acceptable to Brazoria County, authorized to do business in the State of Texas, as a guaranty that the offerer will enter into a contract with Brazoria County (as outlined in the Statement of Work and attachments) and that offerer will furnish the requisite performance and payment bonds as may be required.

 X BID BOND REQUIRED IF BID/PROPOSAL EXCEEDS \$100,000

 X BID BOND REQUIRED WHEN BID/PROPOSAL INCLUDES CONSTRUCTION OF PUBLIC WORK.

A guaranty shall be submitted with each bid that the bidder will enter into a contract with Brazoria County for the goods and/or services as outlined in the Specifications, Scope of Work and contract attachments and that offerer will furnish the requisite performance and payment bonds as may be required within fifteen (15) days after award of the contract and receipt of contract and performance bond forms. Guaranty may be submitted in either of these forms:

- A. Individual bid bonds payable to Brazoria County for 5% of the total amount of the bid.
- B. Bank cashier's check, payable to Brazoria County for 5% of the total amount of each separate bid.

If the successful bidder submits a bank cashier's check, as guaranty, Brazoria County may elect to hold the check until all provisions of the contract have been completed or require the contractor to furnish performance and payment bonds. Performance bond and payment bond shall be in a sum equal to the amount of money to be paid by the County under the contract, unless otherwise stated, and shall be executed by a surety company authorized to do business in the State of Texas.

If the performance bond forms and related documents are not returned to the Brazoria County Purchasing Department, 111 E. Locust, Bldg, A-29, Suite 100, Angleton, Texas 77515 within fifteen (15) days of award, Brazoria County has the right to render the award ineffective.

Written verification of the validity of the bond shall be received by the Purchasing Department from the Contractor's Surety before any payments will be made.

Initials_____

BRAZORIA COUNTY BID CHECK RETURN AUTHORIZATION FORM

Offerer must complete this form and attach to bid check. All bid checks must be for the required amount and be payable to Brazoria County, **not payable to any individual**.

If an ITB, the Purchasing Director may retain the bid checks of the three lowest bidders until after the award and approval of the contract, receipt of a performance bond, and, if required, receipt of a payment bond. The Purchasing Director shall return the bid checks of all other bidders at any time within seventy-two (72) hours following the opening of bids. If an RFP/RFO, all bid checks will be retained by the Office of the Purchasing Director until after the award and approval of the contract, receipt of a performance bond, and, if required, receipt of a payment bond.

Authorization is hereby granted for Brazoria County to return the bid check via regular mail without liability of any kind or nature to the address listed below if:

1. we are an unsuccessful bidder, or
2. a performance bond, and payment bond, if required, has replaced the bid check, or
3. upon completion of contract.

Bid for: _____

Cashier's Check Number _____, Drawn on _____

Bank of _____, Dated _____ in the
amount of \$_____.

Name: _____

Business Address: _____

Signature: _____

Mailing Address: _____

City & State: _____ Zip Code: _____

Telephone: _____

For Use of Purchasing Director Only:

Date Check Mailed: _____ By: _____

Ledger Number: _____ Dept: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

Name of Bidder: _____
 Address: _____

Date Organized: _____ Date Incorporated: _____
 Number of Years in contracting business under present name: _____

CONTRACTS ON HAND:

Contracts	Dollar Amount	Completion Date

Type of work performed by your company: _____
 Have you ever failed to complete any work awarded to you? _____
 Have you ever defaulted on a contract? _____

List the projects most recently completed by your firm (include project of similar importance):

Project	Dollar Amount	Mo/Yr Completed

Major equipment available for **this** contract:

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Credit available: \$ _____ Bank reference: _____

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by Brazoria County and the Engineer in verification of the recitals comprising this Statement of Bidder's Qualifications.

Executed this _____ day of _____, 19 _____.

by: _____
(Signature) (Title)

CONTRACTOR CERTIFICATIONS

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

INSTRUCTIONS

CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.

NAME AND ADDRESS OF BIDDER (include ZIP Code)

CERTIFICATION BY BIDDER

Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.

Yes
 No

The undersigned hereby certifies that:

- The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000).
- The Non Segregated Facilities clause (Section 109 provision) is included in the Contract. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.
- The Equal Employment Opportunity clause is included in the Contract (if bid equals or exceeds \$10,000).
- The Affirmative Action for Handicapped Workers clause is included in the contract.

Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes
 No

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE

DATE

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

- (1) He is _____ of _____, the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the _____ (Local Public Agency) or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Title

Subscribed and sworn to me this _____ day of _____.

By: _____
Notary Public

My commission expires _____

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if Known: Congressional District, if known: Not Known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency: U.S. Department of Housing and Urban Development	7. Federal Program Name/Description: Community Development Block Grant CFDA Number, if applicable: <u>14.253</u>	
7. Federal Action Number, if known: Not Known	9. Award Amount, if known: \$ Not Applicable	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned _____ of _____ certifies, to the best of its knowledge and belief, that:

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

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

Signed: _____

Date: _____

Title: _____