

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR FOR  
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

Prepared by



Issued and Published Jointly by



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**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Jefferson County Texas ("Owner") and  
Elite Contractors and Equipment ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**ARTICLE 2 – THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: IFB 23-009 JW - Landside Road Pavement Repairs JBRA

**ARTICLE 3 – ENGINEER**

- 3.01 The part of the Project that pertains to the Work has been designed by Fittz & Shipman, Inc.
- 3.02 The Owner has retained Fittz & Shipman, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially completed within 270 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 45 days after the date when the Contract Times commence to run.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$ 500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$ 250.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
4. Milestones: Contractor shall pay Owner \$ 0.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

---

#### 4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

### ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

### ARTICLE 6 – PAYMENT PROCEDURES

#### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

**6.02 Progress Payments; Retainage**

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the **28th** day of each month during performance of the Work as provided in Paragraph 6.02.D.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
- B. The owner shall withhold retainage from prime contractor, from the total amount determined to be payable on a partial payment, 10% of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the owner, the amount retained by the Owner will be in effect until the final payment is made except for: Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with this contract, plans, and specifications. Contractor must provide a certified invoice to the Engineer that supports the value of retainage held by Owner for partially accepted work.
- C. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must also provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractors within 30 days after payment of retainage to contractor from owner.
- D.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
    - a. **90** percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
    - b. **90** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- E. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions,

**6.03 Final Payment**

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

**ARTICLE 7 – INTEREST**

- 7.01 Interest will not be applicable to this contract.

**ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS**

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

**ARTICLE 9 – CONTRACT DOCUMENTS**

9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 10, inclusive).
  - 2. General Conditions (pages 13 to 82, inclusive).
  - 3. Supplementary Conditions (pages 83 to 89, inclusive).

4. **EXHIBIT A, which includes the following documentation:**
  - a. Certificate of Insurance (with inclusion of Jefferson County as “Additional Insured” on policy).
  - b. Specifications as listed in the table of contents of the Project Manual
  - c. Drawings (not attached but incorporated by reference) consisting of 81 sheets with each sheet bearing the Drawings listed on the attached sheet index.
  - d. Addenda (numbers 1 to 2, inclusive).
  - e. Contractor’s Bid (pages 1 to 194, inclusive)
  - f. Completed Texas Ethics Commission FORM 1295
  - g. Proof of System for Award Management (SAM) Active Registration
  - h. Proof of Divestment Status Review (via Texas Comptroller of Public Accounts Website)
5. **The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:**
  - a. Performance bond
  - b. Payment bond
  - c. Notice to Proceed
  - d. Work Change Directives
  - e. Change Orders
  - f. Field Orders
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

**10.03 Successors and Assigns**

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

**10.04 Severability**

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**10.05 Contractor's Certifications**

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**10.06 Other Provisions**

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

\_\_\_\_\_  
Jefferson County Texas

\_\_\_\_\_  
Elite Contractor and Equipment

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*



## STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



Endorsed by



These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC's Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition). The full EJCDC Construction series of documents is discussed in the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

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**ARTICLE 1 – DEFINITIONS AND TERMINOLOGY****1.01 Defined Terms**

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
  10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision



regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder who’s Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

## 1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
    - a. does not conform to the Contract Documents; or
    - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
    - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2 – PRELIMINARY MATTERS

### 2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

### 2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor **one printed copy** of the executed Contract, and **one copy in electronic portable document format** (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

### 2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
  1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
  2. a preliminary Schedule of Submittals; and
  3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

### 2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A,

procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

#### 2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
  - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
  - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
  - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

#### 2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

### ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

#### 3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

### 3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
  - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
  - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

### 3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*
  - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
  - 2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall

promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
  - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
  1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the



Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

#### ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

##### 4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

##### 4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

##### 4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

##### 4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
  2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
  - 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  - 2. abnormal weather conditions;
  - 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
  - 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

**ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS****5.01 Availability of Lands**

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

**5.02 Use of Site and Other Areas****A. Limitation on Use of Site and Other Areas:**

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
  - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste

materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

- C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

#### 5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings*: The Supplementary Conditions identify:
  - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
  - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
  - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
  - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
  - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
  - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

#### 5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
  - 1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
  - 2. is of such a nature as to require a change in the Drawings or Specifications; or
  - 3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
  1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
    - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
    - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
  2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
    - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
    - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site

and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

- c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

#### 5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
  1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
  2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
    - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
    - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
    - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
    - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and

recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
    - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
    - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
    - d. Contractor gave the notice required in Paragraph 5.05.B.
  2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
  3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

#### 5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
  2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer,

or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
  2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special



conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence. [AR1]
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 6 – BONDS AND INSURANCE

### 6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond

signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity providing proof to have furnished labor or materials used in the performance of the Work.

#### 6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

#### 6.03 Contractor's Insurance

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
  - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
  - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
  - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
  - 4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
  - 1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
  - 2. claims for damages insured by reasonably available personal injury liability coverage.
  - 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:
    - a. Such insurance shall be maintained for three years after final payment.
    - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
  2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
  3. Broad form property damage coverage.
  4. Severability of interest.
  5. Underground, explosion, and collapse coverage.
  6. Personal injury coverage.
  7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
  8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds:* The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance:* If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable

professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

- I. *General provisions:* The policies of insurance required by this Paragraph 6.03 shall:
  1. include at least the specific coverages provided in this Article.
  2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
  3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
  4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
  5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

#### 6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

#### 6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
  1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under

such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
6. extend to cover damage or loss to insured property while in transit.
7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
8. allow for the waiver of the insurer's subrogation rights, as set forth below.
9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
10. not include a co-insurance clause.
11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
12. include performance/hot testing and start-up.

13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change*: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

#### 6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
  2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.



**ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES****7.01 *Supervision and Superintendence***

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

**7.02 *Labor; Working Hours***

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner’s written consent, which will not be unreasonably withheld.

**7.03 *Services, Materials, and Equipment***

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

**7.04 *“Or Equals”***

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
  - a. in the exercise of reasonable judgment Engineer determines that:
    - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
    - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
    - 3) it has a proven record of performance and availability of responsive service; and
    - 4) it is not objectionable to Owner.
  - b. Contractor certifies that, if approved and incorporated into the Work:
    - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
    - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

#### 7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
  - a. shall certify that the proposed substitute item will:
    - 1) perform adequately the functions and achieve the results called for by the general design,
    - 2) be similar in substance to that specified, and
    - 3) be suited to the same use as that specified.
  - b. will state:
    - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
    - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
    - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
  - c. will identify:
    - 1) all variations of the proposed substitute item from that specified, and
    - 2) available engineering, sales, maintenance, repair, and replacement services.
  - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
  - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
  - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

#### 7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents,

consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.[AR2]

- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

#### 7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

#### 7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated

contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

#### 7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

#### 7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform

any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

#### 7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

#### 7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

#### 7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

#### 7.16 *Shop Drawings, Samples, and Other Submittals*

- A. *Shop Drawing and Sample Submittal Requirements:*
  - 1. Before submitting a Shop Drawing or Sample, Contractor shall have:
    - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
    - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
    - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and



- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
  2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
  3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.
  1. *Shop Drawings:*
    - a. Contractor shall submit the number of copies required in the Specifications.
    - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.
  2. *Samples:*
    - a. Contractor shall submit the number of Samples required in the Specifications.
    - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
  3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
  1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
  3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
  4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
  5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
  6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
  7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
  8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.
- E. *Resubmittal Procedures:*
1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
  2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
  3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

#### 7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
1. observations by Engineer;
  2. recommendation by Engineer or payment by Owner of any progress or final payment;
  3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  4. use or occupancy of the Work or any part thereof by Owner;
  5. any review and approval of a Shop Drawing or Sample submittal;
  6. the issuance of a notice of acceptability by Engineer;
  7. any inspection, test, or approval by others; or
  8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.
- E. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.
- F. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession.
- G. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.
- H. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.
- I. The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.

- J. If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- K. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

#### 7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
  - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
  - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

#### 7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

## ARTICLE 8 – OTHER WORK AT THE SITE

### 8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's

Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

#### 8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
  - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
  - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
  - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

#### 8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's

failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

## ARTICLE 9 – OWNER'S RESPONSIBILITIES

### 9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### 9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

### 9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

### 9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

### 9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

### 9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

**9.07 *Change Orders***

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

**9.08 *Inspections, Tests, and Approvals***

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

**9.09 *Limitations on Owner's Responsibilities***

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

**9.10 *Undisclosed Hazardous Environmental Condition***

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

**9.11 *Evidence of Financial Arrangements***

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

**9.12 *Safety Programs***

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

**ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION****10.01 *Owner's Representative***

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

**10.02 *Visits to Site***

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.



- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

#### 10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

#### 10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

#### 10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

#### 10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

#### 10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

#### 10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

#### 10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

### ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

#### 11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
  - 1. *Change Orders:*
    - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
    - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
  - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of

the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

#### 11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

#### 11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

#### 11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
  1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
  2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
  3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the

basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
  2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
    - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
    - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
    - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
    - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
    - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

#### 11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

#### 11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or

Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
  2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
  3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

#### 11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
  3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
  4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

#### 11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

### ARTICLE 12 – CLAIMS

#### 12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
  - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
  - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
  - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
  - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal

and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

## ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

### 13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
  1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
  2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
  1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing

Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
  - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
  - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
  - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
  - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes



other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

### 13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

## D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
  1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
  2. there is no corresponding adjustment with respect to any other item of Work; and
  3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

**ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK****14.01 Access to Work**

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

**14.02 Tests, Inspections, and Approvals**

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
  - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  - 3. by manufacturers of equipment furnished under the Contract Documents;
  - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

#### 14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

#### 14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
  2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

#### 14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### 14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

## ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

### 15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
  2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
  3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
  2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
    - a. the Work has progressed to the point indicated;

- b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
- 3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
- 4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
  - a. to supervise, direct, or control the Work, or
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
  - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
- 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
- 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
  - a. the Work is defective, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
  - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
  - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. the Work is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. the Contract Price has been reduced by Change Orders;
  - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
  - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
  - l. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the



amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

#### 15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

#### 15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

#### 15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
  - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
  - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

#### 15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 15.06 *Final Payment*

- A. *Application for Payment:*
  - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record

documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents;
  - b. consent of the surety, if any, to final payment;
  - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
  - d. a list of all disputes that Contractor believes are unsettled; and
  - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

**B. *Engineer's Review of Application and Acceptance:***

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions

above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

**15.07 Contractor Final Project Documentation.**

- A. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the Engineer approves the Contractor's final submittal. The Contractor shall:
  - 1. Provide two (2) copies of all manufacturer's warranties specified for materials, equipment, and installations.
  - 2. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.
  - 3. Complete final cleanup in accordance with Section 40, paragraph 40-08, Final Cleanup.
  - 4. Complete all punch list items identified during the Final Inspection.
  - 5. Provide complete release of all claims for labor and material arising out of the Contract.
  - 6. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.
  - 7. When applicable per state requirements, return copies of sales tax completion forms.
  - 8. Manufacturer's certifications for all items incorporated in the work.
  - 9. All required record drawings, as-built drawings or as-constructed drawings.
  - 10. Project Operation and Maintenance (O&M) Manual(s).
  - 11. Security for Construction Warranty.
  - 12. Equipment commissioning documentation submitted, if required.

**15.08 Waiver of Claims**

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

**15.09 Correction Period**

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;
  2. correct such defective Work;
  3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

### 16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

### 16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
  2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
  2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

#### 16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in

connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

**16.04 Contractor May Stop Work or Terminate**

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

**ARTICLE 17 – FINAL RESOLUTION OF DISPUTES**

**17.01 Methods and Procedures**

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
  2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
  2. agree with the other party to submit the dispute to another dispute resolution process; or
  3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

**ARTICLE 18 – MISCELLANEOUS****18.01 *Giving Notice***

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
  - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
  - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

**18.02 *Computation of Times***

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

**18.03 *Cumulative Remedies***

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

**18.04 *Limitation of Damages***

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

**18.05 *No Waiver***

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

**18.06 *Survival of Obligations***

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

**18.07 *Controlling Law***

- A. This Contract is to be governed by the law of the state in which the Project is located.

**18.08 *Headings***

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.



**SUPPLEMENTARY GENERAL CONDITIONS****NAME AND LOCATION OF PROJECT**

Work covered by these CONTRACT DOCUMENTS AND SPECIFICATIONS is entitled **JACK BROOKS PROPOSED ROADWAY RECONSTRUCTION JERRY WARE / AIRPORT 3<sup>RD</sup> STREET**, Fittz & Shipman, Inc. Project No. 21200. Site of the work is at end of **JERRY WARE AND 1<sup>ST</sup> STREET**, in **Jefferson** County, Texas.

**DESCRIPTION OF WORK**

1. Under this contract, the Contractor is to furnish all materials, appliances, tools, equipment, necessary for the construction of the work as described in these TECHNICAL SPECIFICATIONS and as shown on the PLANS. The completed installation is not to lack any part which can be subsidiary items which are customarily furnished, and the Contractor is to deliver the installation to the Owner in Operation condition.
2. Work, in general, under this Contract consists of furnishing all labor and materials for **clearing, grubbing, grading, road base, street pavement, and drainage** and other associated work, performing site restoration and cleaning up the project.

**CONTRACTS**

**Three (3)** sets of Contract Documents will be submitted for signature by the Contractor and the **OWNER**. Distribution will be as indicated:

<b>Jefferson County</b>	1
Contractor	1
Engineer	1

**PLANS****INDEX OF DRAWINGS**

	<b>TITLE SHEET</b>
<b>C1.1</b>	<b>QUANTITY TABULATIONS</b>
<b>C2.1 - C2.4</b>	<b>TYPICAL SECTIONS</b>
<b>C3.1 - C3.5</b>	<b>PROJECT LAYOUT</b>
<b>C4.1 - C4.2</b>	<b>GENERAL NOTES</b>
<b>C5.1 - C5.2</b>	<b>SURVEY CONTROL</b>
<b>C6.1 - C6.3</b>	<b>DEMOLITION PLAN - JERRY WARE DRIVE</b>
<b>C6.4 - C6.6</b>	<b>DEMOLITION PLAN - AIRPORT 3RD. STREET</b>
<b>C7.1 - C7.5</b>	<b>PLAN AND PROFILES - JERRY WARE DRIVE</b>
<b>C7.6 - C7.10</b>	<b>PLAN AND PROFILES - AIRPORT 3RD. STREET</b>
<b>C7.11 - C7.14</b>	<b>INTERSECTION GRADING</b>
<b>C7.15</b>	<b>ROADWAY STANDARDS AND PAVING DETAILS</b>
<b>C8.1 - C8.7</b>	<b>PAVEMENT STRIPING AND SIGNAGE</b>
<b>C9.1 - C9.2</b>	<b>SW3P PLAN</b>
<b>C10.1 - C10.10</b>	<b>TRAFFIC CONTROL PLAN</b>
<b>C11.1 - C11.4</b>	<b>DRAINAGE AREAS PLAN &amp; CALCULATIONS</b>
<b>C12.1 - C12.2</b>	<b>DRAINAGE STANDARDS AND DETAILS</b>
<b>C13.1 - C13.7</b>	<b>EROSION CONTROL DETAILS</b>
<b>C14.1 - C14.12</b>	<b>TRAFFIC CONTROL DETAILS</b>

**INSURANCE**

## CONTRACT

IFB 23-009/JW, LANDSIDE ROAD PAVEMENT REPAIRS AT THE JACK BROOKS REGIONAL AIRPORT PAGE 84 OF 89

All insurance must be written by an insurer licensed to conduct business in the State of Texas, unless otherwise permitted by OWNER. The CONTRACTOR shall, at his own expense, purchase, maintain and keep in force insurance that will protect against injury and/or damages which may arise out of or result from operations under this Contract, whether the operations be himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable of the following types and limits (No insurance policy or Certificate of Insurance required below shall contain any aggregate policy year limit unless a specific dollar amount[or specific formula for determining a specific dollar amount aggregate policy year limit is expressly provided in the specification below which covers the particular insurance policy or Certificate of Insurance).

## JOBSITE MEETING AREA

Contractor is responsible for providing area at jobsite for site meeting and construction progress and updates. This area shall be clean and dry with the ability to conduct meetings for durations up to an hour.

The Contractor shall provide biweekly meeting for updates of progress, and Monthly meetings to discuss payment applications and any issues.

## MATERIALS IN PLACE

The Owner will not be responsible for damage of materials "in place" due to acts of vandalism, fire, weather, or any other cause.

Contractor is responsible for any and all damages to Owner's property including filling of ruts, plant damage and etc.

The Contractor shall provide a qualified supervisor for all crafts and who shall have the authority to make decisions regarding any and all phases of the work.

Disposal of removed materials and scrap - Remove from the site all materials including all scrap and debris, all removed material become property of Contractor.

During the course of construction, the Contractor shall provide all normal and necessary equipment and facilities required for his own use without dependence on use of Owner's equipment and facilities of any description.

## GUARANTEE

The Contractor shall furnish to the Owner an unconditional written guarantee on all phases of the work including materials, labor and all other things for one (1) year from date of completion and acceptance of the work under this contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any of the work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the **OWNER** has previously given the contract a written acceptance of such condition. **OWNER** shall give such notice promptly after discovery of the condition.

Violation of Anti Trust Laws: "Vendor hereby assigns to the purchaser any and or all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Sec. 1 et seq (1973)."

## ACCIDENT PREVENTION

1. The Contractor shall take proper safety and health precautions to protect the work, the workers, the public and the property of others. He shall observe the provisions related thereto of the applicable laws and building and the construction codes and also of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America to the extent that such provisions are not in contravention of the applicable law. the Contractor shall, when existing circumstances so indicate, provide appropriate watchman service at night and over weekends and holidays.
2. The Contractor shall take every precaution so as not to block free access to and egress from adjacent roadways and property and all precaution shall be taken to prevent accidents to all Persons and damage to property.

#### **DBE PROMPT PAYMENT MECHANISMS**

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment you make to the prime contractor.

(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate

alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

## PERMITS

1. The Contractor shall, without additional expense to Owner's be responsible for obtaining all necessary licenses and permits, and for complying with all applicable Federal, State and Local Laws, codes and regulations, in connection with the prosecution of the work. The cost of licenses and permits shall be borne by the Contractor except in those cases where the Owner's is exempt fourth payment of fees.
2. The Contractor shall pay for all permits and fees, including certificates and inspection fees, which are charged by or payable to public utilities rating bureau, fire underwriters etc. He shall also arrange for and give any required notice to the proper public or private body, organization bureau, or company in order that inspections may be made which are necessary for the progress of the work.

## LOSS OR INJURY TO PERSONS OR PROPERTY

1. The Contractor shall be liable for any loss or injury to property or persons including property of **OWNER**, occasioned by his negligence, during the progress of the work, until the work has completed, and accepted by **OWNER**. He shall also assume full responsibility for loss by reason of violation of any Federal, State or local laws.
2. The Contractor shall immediately restore and/or repair, to the condition required by the; drawings and specifications then in effect, any damage to work done, resulting from an Act of God, vandalism or any cause, not directly attributable to the negligence of **OWNER** at no additional cost to **OWNER** the said loss to fall entirely upon the Contractor.

## SPECIAL PROVISIONS

Basic TECHNICAL SPECIFICATION Items which follow describe general requirements. When necessary, Special Provisions are inserted to describe additional requirements applicable to this Contract. Special provisions are to be used in conjunction with basic TECHNICAL SPECIFICATION Items. In the event of conflict between requirements of the Special Provisions and the basic TECHNICAL SPECIFICATION Items, The requirements as set forth in the Special Provisions will govern.

## TECHNICAL SPECIFICATIONS

1. TECHNICAL SPECIFICATIONS are interpreted to require that Contractor shall provide all items, articles, materials, operations of methods listed, mentioned or scheduled either on PLANS or specified herein, or both, including all labor, materials, equipment, and incidentals necessary and required for their completion.
2. All references to standard TECHNICAL SPECIFICATIONS or manufacturer's installation directions shall mean the latest edition thereof.

3. Reference to technical society, organization, or body is made in TECHNICAL SPECIFICATIONS in accordance with the following abbreviations:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute (formerly ASA)
API	American Petroleum Institute
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
FS	Federal Specifications
IEEE	Institute of Electrical and Electronic Engineers
IPCEA	Insulate Power Cable Engineers Association
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
PCA	Portland Cement Association
UL	Underwriters Laboratories

4. Some TECHNICAL SPECIFICATIONS items cover construction requirements and materials in comprehensive manner, and only pertinent portion of these items apply.

## **LINES AND GRADES**

**Project elevation bench mark and baseline** will be furnished by the Engineer to aid the Contractor in laying out the job. Replacement of construction stakes destroyed, or removed, by the Contractor will be at the expense of the Contractor. The Engineer will establish benchmarks and references for horizontal control.

Contractor must satisfy himself, before commencing work as to meaning or correction of all takes or marks, and no claim will be entertained for or on account of any alleged inaccuracies, or for alterations subsequently necessary on account of such alleged inaccuracies unless Contractor notifies Engineer in writing before commencing work thereon. Contractor is to protect stakes and pay all cost involve in any restaking. Stakes, as described above, will be furnished as required by Contractor within 48 hours after notification to the Engineer by the Contractor. Contractor shall have a representative on the job at the time the field party begins work.

## **UTILITY SERVICES FOR CONSTRUCTION**

Contractor will provide all utilities necessary for construction at no additional cost to the Owner unless otherwise specified in preceding Special Provisions.

## **MATERIALS TESTING**

Contractor provides first test of materials unless otherwise specified. Subsequent tests will be at Contractor's expense. Notify the Engineer prior to manufacture or fabrication of items so that observation may be accomplished and furnish samples of materials to the Engineer for testing.

## **VARIATIONS DUE TO EQUIPMENT**

Foundations, structural supports, and piping shown on PLANS for items of equipment may be changed if necessary to accommodate structural supports, and piping so that no changes will be necessary; however, exact dimensions and size of subject foundations and structural supports and exact piping installations cannot be finally determined until various items of equipment are

purchased and manufacturer's certified shop drawings are secured. Contractor shall make required changes, after prior consultation with Engineer, at no cost to the Owner.

## **ALTERNATE DESIGNS**

If alternate designs are proposed for convenience of the Contractor, Contractor shall submit design calculations and detail drawings covering proposed changes and related modifications of Contract PLANS to the Engineer for review. Contractor shall make drawings the same size as the Contract PLANS and of comparable quality. Contractor shall make payment of charges resulting from modifications, including engineering charges for such designs.

## **SHOP DRAWINGS / SUBMITTALS**

Pipe materials  
Storm Inlets  
Joint material  
Rebar  
Water line, fittings & valves - materials  
Concrete paving mix design  
Asphalt Mix

## **OPERATIONS MAINTENANCE MANUALS**

No Operation and maintenance manuals are required for this project.

## **SUBSURFACE EXPLORATION**

It is not represented the PLANS show all existing pipelines, storm sewer, sanitary sewer, water, gas, telephone, and electrical facilities, and other underground structures. Contractor shall determine the location of these installations in the way of construction by referring to available records, consulting appropriate governmental agencies and utility owners, and by making necessary exploration and excavations.

## **DEVIATIONS OCCASIONED BY UTILITY STRUCTURES**

Whenever existing utilities, not indicated on PLANS present obstructions to grade and alignment of pipe, immediately notify the Engineer, who without delay, will determine whenever existing improvements are to be relocated or grade and alignment of pipe changed. Where necessary to move services, poles, guy wires, pipelines, or other obstructions, and make arrangements with utilities. Owner will not be liable for damages on account of delays due to changes made by owners or privately owned utilities which hinder progress of work.

## **PROTECTION AND REPLACEMENT OF PROPERTY**

In addition to requirement of Article 5.02 of the GENERAL CONDITIONS OF THE CONTRACT, the following applies:

"Where necessary to take down fences, signs or other obstructions, Contractor shall replace them to their original condition and restore damaged property or make satisfactory restitution, at no cost to Owner."

## **INTERRUPTION OF UTILITY SERVICES**

Contractor shall operate no valve or other control on existing utilities. Exercise care in performing work so as not to interrupt service. Locate and uncover existing utilities ahead of heavy excavation equipment.

## **PROTECTIVE MEASURES**

Where construction creates hazard to pedestrian, traffic, or public safety, furnish and maintain suitable barricades, warning signs and lights in conformation with OSHA requirements. Remove same when no longer necessary.

It is the responsibility of the Contractor to furnish, install and maintain barricades, detour signs warning signs, and flashers.

## **USE OF STREETS**

Do not block ditches, inlets, fire hydrants, etc. Provide for temporary drainage where necessary.

## **DAILY RECORD**

Contractor shall maintain a daily record which shall include number of employees on site, time of arrival and time of departure from the project site, description of the work performed, weather conditions, and other pertinent information. Each daily record shall be signed by the project Superintendent and submitted to the Owner daily.

## **SCHEDULE**

Contractor shall submit project schedule in accordance with Sections 2.6 and 2.9. Schedule shall be prepared using Bar Chart or Critical Path Method (CPM) and indicate Weekly activities and milestones.

Milestones for the listed activities shall be indicated:

- Start of Contract
- Mobilization
- Order of Materials
- Installation of storm sewer lines
- Installation of water lines
- Inlet & Manhole Construction
- Pavement Restoration
- Sodding/Seeding
- Cleanup
- Substantial Completion

Additional items may be added by the Contractor.



## Jefferson County Purchasing Department

*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
1<sup>st</sup> Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593

FAX: (409) 835-8456

### LEGAL NOTICE

#### Advertisement for Invitation for Bids

February 21, 2023

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 23-009/JW) Landside Road Pavement Repairs at the Jack Brooks Regional Airport**. This project is 100% funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP Grant #37). Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

**BID NAME:** Landside Road Pavement Repairs at the Jack Brooks Regional Airport

**BID NUMBER:** IFB 23-009/JW

**DUE BY TIME/DATE:** 11:00 AM CT, Wednesday, March 29, 2023

**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, Texas 77701

**There will be a Non-mandatory Pre-Bid Conference and Walk-Through at 2:00 PM CT on Tuesday, March 7, 2023, at the Airport Administration Conference Room located at 5000 Jerry Ware Blvd. Beaumont, Texas 77705. This conference will be the Bidder's only opportunity to view secured areas of the project.**

The County shall require the bidder to furnish a bid security in the amount of five percent (5%) of the total contract cost. The bid bond must be executed with a surety company authorized to do business in the State of Texas. Within ten (10) days after the date of the signing of a contract, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars (\$100,000). If the contract is for one hundred thousand dollars (\$100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

Any questions relating to these bid requirements should be directed to at **Jamey West, Contract Specialist** at 409-835-8593 or via email at: [Jamey.West@jeffcotx.us](mailto:Jamey.West@jeffcotx.us)

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date at 409-835-8593. All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

Bidders are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

A handwritten signature of Deborah L. Clark in black ink, written over a circular stamp that partially matches the Jefferson County seal.

Deborah L. Clark, Purchasing Agent  
Jefferson County, Texas

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**BID SUBMISSIONS:**

One (1) Original and Two ( 2 ) Bid Copies; with all copies to include a Completed Copy of this specifications packet, drawings, and project manuals IN THEIR ENTIRETY. Drawings and project manuals -only- may be submitted as double-sided copies.

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

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. <https://www.co.jefferson.tx.us/Purchasing/>

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

## **SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT**

---

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

### **1. BIDDING.**

#### **1.1 BIDS.**

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

#### **1.2 AUTHORIZED SIGNATURES.**

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

#### **1.3 LATE BIDS.**

Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

#### **1.4 WITHDRAWAL OF BID PRIOR TO OPENING.**

- A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the Bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

#### **1.5 WITHDRAWAL OF BID AFTER OPENING.**

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

#### **1.6 BID AMOUNTS.**

Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

#### **1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.**

All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a Bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the Vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

#### **1.8 ALTERNATES.**

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

## **1.9 DESCRIPTIONS.**

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

## **1.10 BID ALTERATIONS.**

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

## **1.11 TAX EXEMPT STATUS.**

Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

## **1.12 QUANTITIES.**

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

## **1.13 BID AWARD.**

Award of contract shall be made to the most responsible, responsive Bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended.

Jefferson County reserves the right to award based upon individual line items, sections or total bid.

## **1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.**

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

## **1.15 ADDENDA.**

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

## **1.16 GENERAL BID BOND/SURETY REQUIREMENTS.**

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

## **1.17 GENERAL INSURANCE REQUIREMENTS.**

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

## **1.18 RESPONSIVENESS.**

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids

deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

#### **1.19 RESPONSIBLE STANDING OF BIDDER.**

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

#### **1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.**

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

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

#### **1.21 PUBLIC BID OPENING.**

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

### **2. PERFORMANCE.**

#### **2.1 DESIGN, STRENGTH, AND QUALITY.**

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

#### **2.2 AGE AND MANUFACTURE.**

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

#### **2.3 DELIVERY LOCATION.**

All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 am CT to 4:00 pm CT, Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

#### **2.4 DELIVERY SCHEDULE.**

Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

## **2.5 DELIVERY CHARGES.**

All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

## **2.6 INSTALLATION CHARGES.**

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

## **2.7 OPERATING INSTRUCTIONS AND TRAINING.**

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

## **2.8 STORAGE.**

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

## **2.9 COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.**

Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

## **2.10 OSHA.**

The Bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful Bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful Bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

## **2.11 PATENTS AND COPYRIGHTS.**

The successful Vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

## **2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.**

At Jefferson County's request and direction, Bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the Bidder/Vendor.

## **2.13 ACCEPTABILITY.**

All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.



## **2.14 MAINTENANCE.**

Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

## **2.15 MATERIAL SAFETY DATA SHEETS.**

Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a Bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Bidder to furnish this documentation, will be cause to reject any bid applying thereto.

## **2.16 EVALUATION.**

Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any Bidder, at any time, to clarify, verify or requirement information with regard to this bid.

## **3. PURCHASE ORDERS AND PAYMENT.**

### **3.1 PURCHASE ORDERS.**

A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

### **3.2 INVOICES.**

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

### **3.3 PROMPT PAYMENT.**

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

### **3.4 FUNDING.**

Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

## **4. CONTRACT.**

### **4.1 CONTRACT DEFINITION.**

The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful Bidder and Jefferson County.

#### **4.2 CHANGE ORDER.**

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

#### **4.3 PRICE RE-DETERMINATION.**

A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The Bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

#### **4.4 TERMINATION.**

Jefferson County reserves the right to terminate the contract for default if the Bidder breached any of the terms therein, including warranties of Bidder or if the Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest Bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the Bidder in default.

#### **4.5 CONFLICT OF INTEREST.**

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

#### **4.6 INTEREST BY PUBLIC OFFICIALS.**

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

#### **4.7 PRE-AWARD/CONTRACT CONTACT BETWEEN COUNTY AND VENDORS.**

**The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.**

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. **Vendors shall not contact any Jefferson County personnel during the IFB process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

**All correspondence relating to this IFB, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this IFB shall be coordinated by the Jefferson County Purchasing Department.**

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

#### **4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.**

Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

#### **4.9 WARRANTY.**

The successful vendor shall warrant that all materials utilized in the performance of this contract 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.

#### **4.10 UNIFORM COMMERCIAL CODE.**

The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

#### **4.11 VENUE.**

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

#### **4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.**

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

#### **4.13 SILENCE OF SPECIFICATIONS.**

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

### **5. REJECTION OR WITHDRAWAL.**

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

### **6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.**

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during

such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s).

Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

## **7. AWARD.**

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected.

Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment.

In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

## **8. CONTRACT.**

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

## **9. WAIVER OF SUBROGATION.**

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

## **10. FISCAL FUNDING.**

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

## **11. BID RESULTS.**

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page at <https://www.co.jefferson.tx.us/Purchasing/> as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

**12. CHANGES AND ADDENDA TO BID DOCUMENTS.**

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

**13. SPECIFICATIONS.**

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid.

Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

**14. DELIVERY.**

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

**15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.**

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

**16. CURRENCY.**

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

**17. PRICING.**

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

**18. NOTICE TO PROCEED/PURCHASE ORDER.**

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

**19. CERTIFICATION.**

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

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

## **20. DEFINITIONS.**

“County” – Jefferson County, Texas.

“Contractor” – The Bidder whose proposal is accepted by Jefferson County.

## **21. DISADVANTAGED BUSINESS ENTERPRISES (DBEs), MINORITY/WOMEN BUSINESS ENTERPRISES (M/WBES), AND HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS)**

It is the desire of Jefferson County to increase the participation of Disadvantaged (DBE), Minority (MBE), Women-Owned (WBE), and Historically Underutilized (HUB) Business Enterprises in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

### **Affirmative Steps pursuant to 2 CFR §200.321**

Good faith efforts will be taken to assure small and minority firms are used whenever possible, consistent with 49 CFR part 26. These steps and efforts include, but not limited to:

- Including qualified small business and minority firms on solicitation lists
- Assure that small businesses and minority firms are solicited whenever they are potential sources. Consultation with Airports Division, Office of Civil Rights and or State transportation offices is used.
- When economically feasible, the total requirements will be divided into tasks to permit maximum small business and DBE firm participation.
- Encourage consultants to subcontract portions of the work, even when they might otherwise perform the work with their own forces.

### **For the purposes of this IFB, respondents are to provide the following information:**

- Certification of any DBEs on this project.
- Percentage of project DBEs will work on, if part of a team.
- The Bidder must clearly state that they have no DBEs on their team, if applicable. If Bidder has minority businesses as part of a team or is a minority business registered with the State of Texas but is not certified as a DBE, that information must also be clearly stated in bid response.

## SECTION 2: FEDERAL MANDATED CONTRACT PROVISIONS

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Some or all of the provisions in this section will be incorporated into a professional service agreement as a result of this solicitation.

### BREACH OF CONTRACT TERMS/REMEDIES

*Source:* 2 CFR § 200 Appendix II (A)

*Applicability:* This provision requires Jefferson County, as the Airport Sponsor, to incorporate administrative, contractual, or legal remedies if contractor/consultant violate or breach contract terms. The sponsor must also include appropriate penalties and sanctions. Language acceptable to meet the intent of this requirement will be included in contractual documents.

This requirement applies to all FEMA grant and cooperative agreement programs

*Contract Types:* This provision is required for all contracts that exceed the simplified acquisition threshold as stated in 2 CFR § 200, Appendix II (A). This threshold is occasionally adjusted for inflation and is now equal to \$150,000.

### TERMINATION OF CONTRACT (FOR CAUSE AND CONVENIENCE)

*Source:* 2 CFR § 200 Appendix II (B)

FAA Advisory Circular 150/5370-10, Section 80-09

*Applicability:* This provision requires Jefferson County, as the Airport Sponsor, to incorporate in all contracts over \$10,000, a provision that addresses termination for cause and termination for convenience, by the sponsor. The contractual provision must address the manner by which the sponsor's contract will be affected and the basis for settlement. Language acceptable to meet the intent of this requirement will be included in contractual documents.

This requirement applies to all FEMA grant and cooperative agreement programs.

*Contract Types:* This provision is required for all contracts that exceed \$10,000.

### EQUAL EMPLOYMENT OPPORTUNITY

*Source:* 2 CFR § 200 Appendix II (C) 41 CFR § 60-1.4

Executive Order 11246 41 CFR § 60-4.3

*Applicability:* The purpose of this provision is to provide equal opportunity for all persons, without regard to race, color, religion, sex, or national origin who are employed or seeking employment with contractors performing under a federally assisted construction contract. There are two provisions, a construction clause and a specification clause.

The equal opportunity contract clause must be included in any contract or subcontract when the amount exceeds \$10,000. Once the equal opportunity clause is determined to be applicable, the contract or subcontract must include the clause for the remainder of the year, regardless of the amount of the contract.

This requirement applies to all FEMA grant and cooperative agreement programs.

*Contract Types:* This provision is required for all contracts that exceed \$10,000.

*Use of Provision:* 41 CFR 60-1.4 provides the mandatory **contract** language. 41 CFR 60-4.3 provides the mandatory **specification** language. The sponsor will incorporate these clauses without modification.

*Note: Any contracts resulting from this IFB will have the requisite language as set forth in 2 CFR 200 App II, 41 CFR 60-1.4, 41 CFR 60-4.3, and Executive Order 11246.*

## **DAVIS-BACON REQUIREMENTS**

*Source:* 2 CFR § 200 Appendix II (D)

29 CFR Part 5

*Applicability:* The Davis-Bacon Act ensures that laborers and mechanics employed under the contract receive pay no less than the locally prevailing wages and fringe benefits as determined by the Department of Labor.

*For Professional Services:* The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) includes tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds \$2,000, the PSA must incorporate this clause.

*Use of Provision:* 29 CFR 5 establishes the specific language the sponsor must use without modification. A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The sponsor may not substitute the term "Contractor" for "Consultant" in such instances.

## **COPELAND ANTI-KICKBACK**

*Source:* 2 CFR § 200 Appendix II (D)

29 CFR Part 3 & Part 5

*Applicability:* The Copeland Act (18 USC 874 and 40 USC 3145) makes it unlawful to induce by force, intimidation, threat of dismissal from employment, or by any other manner, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week.

It DOES NOT apply to the FEMA Public Assistance Program.

*For Professional Services:* The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) includes tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds \$2,000, the PSA must incorporate the Copeland Anti-kickback provision.

*Use of Provision:* 29 CFR 5 establishes the specific language the sponsor must use without modification. A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The sponsor may not substitute the term "Contractor" for "Consultant" in such instances.

## **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

*Source:* 2 CFR § 200 Appendix II (E)

29 CFR Part 5

40 U.S.C. § 3701-3708

*Applicability:* Contract Workhours and Safety Standards Act Requirements (CWHSSA) requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek and prohibits unsanitary, hazardous, or dangerous working conditions on federally assisted projects. The Wage and Hour division (WHD) within the U.S. Department of Labor (DOL) enforces the compensation requirements of this Act, while DOL's Occupational Safety and Health Administration (OSHA) enforces the safety and health requirements.



Jefferson County urges all contractors, regardless of funding sources for projects, to follow all applicable Federal and State labor laws.

*For Professional Services:* This provision applies to professional service agreements that exceed \$100,000 and employs laborers, mechanics, watchmen, and guards This includes members of survey crews and exploratory drilling operations.

*Use of Provision:* The following text will be included in applicable contracts without modification:

1. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of **\$500.00 for each calendar day** on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.
3. *Withholding for unpaid wages and liquidated damages.* Jefferson County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.
4. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

## **RIGHTS TO INVENTIONS**

*Source:* 2 CFR § 200 Appendix II (F)

37 CFR § 401

*Applicability:* This provision applies to all contracts and subcontracts with small business forms or nonprofit organizations that include performance of *experimental, developmental, or research work*. This clause is not applicable to construction, equipment, or professional service contracts unless the contract includes *experimental, developmental, or research work*. This requirement applies to “funding agreements,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

*Use of Provision:* When applicable, the sponsor’s language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200.

## **CLEAN AIR AND WATER POLLUTION CONTROL**

*Source:* 2 CFR § 200 Appendix II (G)

29 CFR Part 5

*Applicability:* This provision is required on all contracts and lower tier contracts that exceed \$150,000.

*Use of Provision:* The following language will be included in applicable contracts:

1. Contractor agrees to comply with all applicable standards, orders, and regulations pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251-13870). The contractor agrees to report any violation to the owner immediately upon discovery. The owner assumes responsibility for notifying the EPA and the FAA.

## **DEBARMENT AND SUSPENSION**

*Source:* 2 CFR Part 180 (Subpart C)

2 CFR Part 3000

2 CFR Part 1200

DOT Order 4200.5

*Applicability:* Required in all FEMA grant and cooperative agreement programs, regardless of amount. This requirement applies to covered transactions as defined in 2 CFR part 180. AIP funded contracts are non-procurement transactions as defined by §180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agents or representative in any transaction, if the amount of the contract is expected to equal or exceed \$25,000. Jefferson County must verify that the firm or individual that is entering into a contract with is not presently suspended, excluded, or debarred by any Federal department or agency from participating in federally assisted projects. This is accomplished by:

1. Checking SAM.gov to verify the firm's or individual's status;
2. Collecting a certification from the firm or individual that is not suspended, debarred, or excluded; and
3. Incorporating a clause into the contract that requires lower tier contracts to verify that no suspended, debarred, or excluded firm or individual is included in the project.

See Paragraph above for more information on SAM.gov.

*Use of Provision:* When applicable, the sponsor's language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200.

## **LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

*Source:* 2 CFR § 200 Appendix II (J)

31 USC § 1352 – Byrd Anti-Lobbying Amendment

49 CFR Part 20, Appendix A

44 CFR Part 18

*Applicability:* This requirement applies to all FEMA grant and cooperative agreement programs. Consultants and contractors that apply or bid an award of \$100,000 or more must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or another award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

*Use of Provision:* When applicable, the sponsor's language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200 Appendix (J) and 31 USC 1352.

If applicable, contractors **must sign and submit** to Jefferson County the “**Certification Regarding Lobbying**” Form included in this bid specification.

## PROCUREMENT OF RECOVERED MATERIALS

Source: 2 CFR § 200 Appendix II (J) Solid Waste Disposal Act  
40 CFR Part 247 2 CFR § 200.322

*Applicability:* Sponsors of AIP funded development and equipment projects must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Section 6002 emphasizes maximizing energy and resource recovery through use of affirmative procurement actions for recovered materials identified in the EPA guidelines. When acquiring items designated in the guidelines, the sponsor must procure items that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

This requirement applies to:

- All contracts awarded by a non-Federal entity under FEMA grant and cooperative agreement programs.
- All construction and equipment projects.
- Any contract, professional and property acquisition, that includes procurement of a product that exceeds \$10,000.

Information about this requirement, along with the list of EPA designated items, is available at EPA’s Comprehensive Procurement Guidelines website:

<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.” The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts.

*Use of Provision:* When applicable, the sponsor’s language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200.

## ACCESS TO RECORDS AND REPORTS

Source: 2 CFR § 200.333 FAA Order 5100.38  
2 CFR § 200.336

*Applicability:* 2 CFR § 200.333 requires a sponsor to retain records pertinent to a federal award for a period of three years from submission of final closure documents. 2 CFR § 200.336 establishes that sponsors must provide Federal entities the right to access records pertinent to the Federal award. FAA policy extends these requirements to the sponsor’s contracts and subcontracts of AIP funded projects.

*Use of Provision:* When applicable, the sponsor’s language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200. The following will be in applicable contracts:

1. The contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the local/state/federal entity providing funding for this project, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters have been resolved.
3. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

4. The Contractor agrees to provide the FEMA Administrator or their representatives access to construction or other work sites pertaining to the work being completed under the contract.
5. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

#### **AFFIRMATIVE ACTION REQUIREMENT**

Source: 41 CFR Part 60-4

FAA Order 5100.38

Executive Order 11246

*Applicability:* Sponsors are required to set goals for minority participation in AIP funded projects exceeding \$10,000. The goals for minority participation derive from Economic Area (EA) and Standard Metropolitan Statistical Area (SMSA) as established in Volume 45 of the Federal Register dated 10/03/80. Page 65984 contains a table of all EAs and SMSAs and the associated minority participation goals.

Executive Order 11246 has set a goal of 6.9% nationally for female participation for all construction projects. This value remains constant for all counties and states.

#### **Contract Types:**

- **Construction:** The sponsor must incorporate this notice in all solicitations for bids or requests for proposals for AIP funded construction work contracts and subcontracts that exceed \$10,000.
- **Equipment:** The sponsor must incorporate this notice in all solicitations for equipment project exceeding \$10,000 that involves installation of equipment onsite (e.g. electrical vault equipment, generators). This provision does not apply to equipment acquisition projects where the manufacturer of the equipment takes place offsite at a manufacturer's plant (e.g. firefighting and vehicles).
- **Professional Services:** The sponsor must incorporate this notice in any professional service agreement if the agreement includes tasks that meet the definition of construction work, as defined by the DOL, and exceeds \$10,000.

*Use of Provision:* When applicable, the sponsor's language in the contract must fully satisfy the requirements of 41 CFR Part 60-4. The following will be in applicable contracts:

#### **SOLICITATION CLAUSE:**

##### **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

**a. Goals for minority participation for each trade: 10.01 %**

**b. Goals for female participation in each trade: 10.01 %**

These goals are applicable to all of the contractor's construction work, whether or not it is federal or federally assisted, performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR Part 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with these goals will be measured against the total work hours performed.

The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of these subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As used in this notice and in the contract resulting from this solicitation, the covered area is Texas, Jefferson County, Beaumont.

#### **BUY AMERICAN PREFERENCES**

*Source:* 49 USC § 50101

*Applicability:* the buy American preference requirement in 49 USC § 50101 requires that all still in manufactured goods used on AIP projects be produced in the United States. This statute gives the FAA the ability to issue a waiver to a sponsor to use non-domestic material on an AIP funded project subject to meeting certain conditions a sponsor may request that the FAA issue a waiver from the by American preference requirements if the FA finds that:

1. Applying the provision is not in the public interest;
2. The steel or manufactured goods are not available in sufficient quantity or quality in the United States;
3. The cost of components in subcomponents produced in the United States is more than 60% of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number, such as specific airport lighting equipment, are considered the equipment.
4. Applying this provision would increase the cost of the overall project by more than 25%.

For construction and equipment procurement projects, language, forms, and references to 49 USC § 50101 will be included in the solicitation.

Professional Service Agreements typically do not result in a deliverable that meets the definition of a manufactured product. If a PSA includes providing a manufactured good as a deliverable under the contract, the sponsor must include the Buy American Preference provision in the agreement.

*Use of Provision:* When applicable, the sponsor's language in the contract must fully satisfy the requirements of 49 USC § 50101.

#### **CIVIL RIGHTS**

Source: 49 USC § 47123

Title VI of the Civil Rights Act of 1964

FAA Order 1400.11

US DOT Order 1050.2

*Applicability:* Title VI of the Civil Rights Act of 1964, as amended, Title VI, prohibits discrimination on the grounds of race, color, or national origin under any program or activity receiving Federal financial assistance. Sponsors must include appropriate clauses from the Standard DOT Title VI Assurances in all contracts and solicitations.

The text of each individual clause comes from the U.S. DOT Order 1050.2 Standard Title VI Assurances and Nondiscrimination Provisions, effective 04/24/2013. These assurances require the sponsor insert the appropriate clauses in the form provided by the DOT. Where the clause refers to the applicable activity, project, or program, it means the AIP project.

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## **TITLE VI SOLICITATION NOTICE**

Jefferson County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC § 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of any contract as a result of this bid, the Contractor, for itself, its assignees, and successors in interest, hereinafter referred to as the Contractor, agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964
  - 49 CFR part 21
  - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
  - Section 504 of the Rehabilitation Act of 1973
  - The Age Discrimination Act of 1975
  - Airport and Airway Improvement Act of 1982
  - The Civil Rights Restoration Act of 1987
  - Titles II and III of the Americans with Disabilities Act of 1990
  - The Federal Aviation Administration's Nondiscrimination Statute
  - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
  - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
  - Title IX of the Education Amendments of 1972
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## **DISADVANTAGED BUSINESS ENTERPRISE**

Source: 49 CFR part 26

Applicability: A sponsor that anticipates awarding \$250,000 or more in AIP funding prime contracts in a federal fiscal year must have an approved Disadvantaged Business Enterprise (DBE) program on file with the FAA Office of Civil Rights (§26.21). The approved DBE program will identify a 3-year overall program goal that the sponsor bases on the availability of ready, willing, and able DBEs relative to all businesses ready, willing, and able to participate on the project. (§26.45).

Sponsors with a DBE program on file with the FAA must include the three following provisions, if applicable:

- Clause in all solicitations for proposals for which a contract goal has been established;
- Clause in each prime contract, and;
- Clause in solicitations that are obtaining DBE participation through race/gender neutral means.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

1. Names and addresses of the DBE firms that will participate in the contract;
2. A description of the work each DBE firm will perform;
3. Percentage/dollar amount of the participation of each DBE firm listed under 1.



*Applicability:* FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

*"This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."*

#### **NO OBLIGATION BY FEDERAL GOVERNMENTS**

The FAA and or FEMA is not a party to any transaction between the recipient and its contractor. The FAA and or FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

*Applicability:* FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

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

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

Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

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



## BYRD ANTI-LOBBYING CERTIFICATION

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Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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.

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.

The Contractor \_\_\_\_\_ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
**Signature of Contractor's Authorized Official**

\_\_\_\_\_  
**Name and Title of Contractor's Authorized Official**

\_\_\_\_\_  
**Date**

### **REQUIRED FORM**

**Bidder: Please complete this form  
and include with bid submission.**

## DEBARMENT/SUSPENSION CERTIFICATION

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Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: **Error! Hyperlink reference not valid.**and <https://acquisition.gov/far/index.html> see section 52.209-6.

The Contractor \_\_\_\_\_ certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

\_\_\_\_\_  
**Signature of Contractor's Authorized Official**

\_\_\_\_\_  
**Name and Title of Contractor's Authorized Official**

\_\_\_\_\_  
**Date**

### **REQUIRED FORM**

**Bidder: Please complete this form  
and include with bid submission.**

## CIVIL RIGHTS COMPLIANCE PROVISIONS

---

### **EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

#### **During the performance of this contract, the contractor agrees as follows:**

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

## CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

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**Signature of Contractor's Authorized Official**

---

**Name and Title of Contractor's Authorized Official**

---

**Date**

### **REQUIRED FORM**

**Bidder: Please complete this form  
and include with bid submission.**

## SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

---

The following requirements and instructions supersede General Requirements where applicable.

### 1. SUBMISSION OF BID.

#### **Bidder is Responsible for Submitting:**

**One (1) Original and Two ( 2 ) Bid Copies; with all copies to include a Completed Copy of this specifications packet, drawings, and project manuals IN THEIR ENTIRETY. Drawings and project manuals -only- may be submitted as double-sided copies.**

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

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

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. <https://www.co.jefferson.tx.us/Purchasing/>

**Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.**

#### **Bids must be submitted in complete original form by mail or messenger to the following address:**

Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, TX 77701

**BID PACKAGING:** Bidder shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope or box shall also include the IFB Number, IFB Name, IFB Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

**All submissions must be received by 11:00 am CT, Wednesday, March 29, 2023.**

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

Jefferson County will not accept any responsibility for bids being delivered by third party carriers.

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

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

All bid responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

**COURTHOUSE SECURITY:** All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures as currently recommended by the CDC within its facilities. Bidders are strongly urged to plan accordingly.

## COUNTY HOLIDAYS (2023):

January 16	(Monday)	Martin Luther King, Jr. Day
February 20	(Monday)	President's Day
April 7	(Friday)	Good Friday
May 29	(Monday)	Memorial Day
July 4	(Tuesday)	Independence Day
September 4	(Monday)	Labor Day
November 10	(Friday)	Veteran's Day
November 23 & 24	(Thursday & Friday)	Thanksgiving
December 25 & 26	(Monday & Tuesday)	Christmas
January 1, 2024	(Monday)	New Year's

### Submissions During Time of Inclement Weather, Disaster, or Emergency:

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

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

## 2. PRE-BID MEETING AND WALK-THROUGH.

There will be a **Non-Mandatory Pre-Bid Meeting on Tuesday, March 7, 2023 at 2:00 pm CT**, at the Jack Brooks Regional Airport - Administration Conference Room located at 5000 Jerry Ware Blvd. Beaumont, Texas 77705. This conference will be the Bidder's only opportunity to view secured areas of the project.

## 3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Jamey West & Contract Specialist** at: [Jamey.West@jeffcotx.us](mailto:Jamey.West@jeffcotx.us)  
**The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Monday, March 20, 2023.**

## 4. VENDOR REGISTRATION (System for Award Management).

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

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFP submission to be considered as "responsive" to the specifications for the project.

However, the SAM Registration must be completed (showing “active” status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

## **5. FORM 1295 (Texas Ethics Commission) SUBMISSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.**

All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

### **1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.**

*Vendors must enter the required information on Form 1295, and print a copy of the completed form.*

*The form will include a certification of filing that will contain a unique certification number.*

### **2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department with bid submission.**

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

A sample of a completed FORM 1295 is included on **PAGE 37**.

### **FORM 1295 Implementation Background:**

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

In 2017, the Texas legislature amended the law to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

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

**Question:** Will the date of birth and address provided appear on the TEC’s website when the form is filed?

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

### **FORM 1295 EXEMPTIONS:**

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

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

#### **A completed Form 1295 is not required for:**

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

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



**BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION  
BEHIND THIS PAGE.**

**SAMPLE COMPLETED FORM 1295**

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																																			
<p>Complete Nos. 1 - 4 and 6 if there are interested parties.                      Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.</p>		<b>OFFICE USE ONLY</b>  <div style="font-size: 2em; transform: rotate(-30deg); opacity: 0.5;">Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a></div>																																			
<p><b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business.</p> <p style="background-color: yellow;">**YOUR FIRM NAME HERE**</p>																																					
<p><b>2</b> Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</p> <p style="background-color: yellow;">**JEFFERSON COUNTY, TEXAS*</p>																																					
<p><b>3</b> Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.</p> <p style="background-color: yellow;">**BID/CONTRACT/PO NUMBER GOES HERE**</p>																																					
<p><b>4</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 35%;">Name of Interested Party</th> <th rowspan="2" style="width: 25%;">City, State, Country (place of business)</th> <th colspan="2" style="width: 40%;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 15%;">Controlling</th> <th style="width: 25%;">Intermediary</th> </tr> </thead> <tbody> <tr> <td colspan="2" style="padding: 5px;"> <p style="background-color: yellow;">**NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO**</p> </td> <td></td> <td></td> </tr> <tr><td colspan="2"></td><td></td><td></td></tr> <tr><td colspan="2"></td><td></td><td></td></tr> <tr><td colspan="2"></td><td></td><td></td></tr> <tr><td colspan="2"></td><td></td><td></td></tr> <tr><td colspan="2"></td><td></td><td></td></tr> <tr><td colspan="2"></td><td></td><td></td></tr> </tbody> </table>		Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary	<p style="background-color: yellow;">**NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO**</p>																													
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		Controlling	Intermediary																																		
<p style="background-color: yellow;">**NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO**</p>																																					
<p><b>5</b> Check only if there is NO Interested Party. <input type="checkbox"/></p>		<p style="background-color: yellow;">**ONLY CHECK IF NO CONTROLLING OR INTERMEDIARY PARTY**</p>																																			
<p><b>6 UNSWORN DECLARATION</b> <span style="background-color: yellow;">Vendor is to complete #6 - Unsworn Declaration</span></p> <p>My name is _____, and my date of birth is _____.</p> <p>My address: _____, _____, _____, _____, _____.</p> <p style="text-align: center;">(street) (city) (state) (zip code) (country)</p> <p>I declare under penalty of perjury that the foregoing is true and correct.</p> <p>Executed in _____ County, State of _____, on the _____ day of _____, 20____.</p> <p style="text-align: center;">(month) (year)</p> <p style="text-align: right;">_____ Signature of authorized agent of contracting business entity (Declarant)</p>																																					
<p><b>ADD ADDITIONAL PAGES AS NECESSARY</b></p>																																					

**BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.**

**SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)**

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**6. MULTIPLE VENDOR AWARD.**

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

**7. DELIVERY.**

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

**8. PAYMENT.**

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

**Invoices shall be submitted to:**

Jefferson County Auditing Department  
Attention: Accounts Payable  
1149 Pearl Street, 7<sup>th</sup> floor  
Beaumont, TX 77701.

**9. USAGE REPORTS.**

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

**10. INSURANCE.**

The contractor (including any and all subcontractors as defined in Section 11.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

**Minimum Insurance Requirements:**

<b>Public Liability, including Products &amp; Completed Operations</b>	<b>\$1,000,000</b>
<b>Excess Liability</b>	<b>\$1,000,000</b>

**Property Insurance (policy below that is applicable to this project):**

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

**Workers' Compensation**

Statutory Coverage (See Section 9 Below)

**11. WORKERS' COMPENSATION INSURANCE**

**11.1 Definitions:**

**11.1.1 Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

**11.1.2 Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

**11.1.3 Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

**11.2** The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

**11.3** The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 10 above.

**11.4** If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

**11.5** The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

**11.5.1** A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

**11.5.2** No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

**11.6** The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

**11.7** The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

**11.8** The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- 11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 11.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - 11.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - 11.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - 11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
    - 11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
    - 11.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
  - 11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - 11.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - 11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 11.1. – 11.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 11.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 11.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

**BIDDER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.**

Note: For bid purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Bidder(s) prior to the issuance of a Purchase Order.

**BIDDER: INSERT BID SURETY BEHIND THIS PAGE.**



## BIDDER INFORMATION FORM

---

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

**Bid Number & Name:** Invitation for Bid (IFB 23-009/JW)  
Landside Road Pavement Repairs at the Jack Brooks Regional Airport

**Bidder's Company/Business Name:** \_\_\_\_\_

**Bidder's TAX ID Number:** \_\_\_\_\_

**If Applicable:** HUB Vendor No. \_\_\_\_\_ DBE Vendor No. \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Phone Number (with area code):** \_\_\_\_\_

**Alternate Phone Number if available (with area code):** \_\_\_\_\_

**Fax Number (with area code):** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

### REQUIRED FORM

**Bidder: Please complete this form  
and include with bid submission.**

**BIDDER: INSERT ALL ADDENDA BEHIND THIS PAGE.**  
**PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.**

**PLEASE NOTE: Bid Award is subject to grant funding for this project. The County may choose to award all or in partial the projects listed on this bid form.**

We have examined the site of the Work and the nature and kind of work to be performed and have informed ourselves of all local conditions and other things that might affect the cost or difficulty of performing the Work, and we represent and warrant that we have experience in the use of materials and methods of performance specified, and that we can and will do the Work and construct the improvements with the specified materials as contemplated and indicated by the Drawings and Specifications.

Upon receipt of notice of acceptance of our bid, we agree to execute the Contract within 10 (ten) days after such notice, begin work on or before the date of commencement of the Work established in the Notice to Proceed, and to complete the Work within \_\_\_\_\_ **calendar days.**

We have visited and examined the site of the Work and the nature and kind of work to be performed and have informed ourselves of all local conditions and other things that might affect the cost or difficulty of performing the Work, and we represent and warrant that we have experience in the use of materials and methods of performance specified, and that we can and will do the Work and construct the improvements with the specified materials as contemplated and indicated by the drawings and specifications.

**LIQUIDATED DAMAGES FOR DELAYS:**

It is understood and agreed between the parties that time is of the essence of this contract, and in case the Contractor shall fail to fully, entirely, and in conformity with the provisions of this contract, perform and complete said work within the time stated in the proposal with such allowances as herein before provided or within such further time as he may be allowed by the Owner, the Architect shall compute the number of days of delinquency in said final and entire completion. It is hereby acknowledged by the Contractor that such delinquency caused additional overhead costs and expenses to the Owner.

It is hereby agreed between both parties to this contract that the amount of said damages are hereby ascertained and liquidated at the greater of **FIVE HUNDRED DOLLARS (\$250.00)** per day of delay, or the actual measurable damages to the Owner including penalties, or other fees which may be charged to the Owner for failure to meet the time requirements. The Contractor hereby agrees to pay the stated sum to the Owner for each and every day of delinquency.

# BID SCHEDULE

## BASE BID ITEMS – Jerry Ware Road

Item No.	TxDOT Item No	Est. Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Amount
01	100	4.42	Ac.	Preparing Right-Of-Way, complete in place @ _____ _____ per Acre	\$ _____	\$ _____
02	500	1	L.S.	Mobilization/demobilization, complete in place @ _____ _____ per lump sum	\$ _____	\$ _____
03	110	1,746	C.Y	Excavation, complete in place @ _____ _____ per cubic yard		
04	132	1,988	C.Y	Embankment, complete in place @ _____ _____ per cubic yard		
05	110	5,463	S.Y	Removing existing Concrete roadway, complete in place @ _____ _____ per square yard	\$ _____	\$ _____
06	110	2,663	S.Y	Removing existing asphalt shoulder, complete in place @ _____ _____ per square yard	\$ _____	\$ _____

## BASE BID ITEMS – Jerry Ware Road

Item No.	TxDOT Item No	Est. Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Amount
07	110	478	S.Y	Removing existing asphalt driveway, complete in place @ _____ _____ per square yard	\$ _____	\$ _____
08	110	255	S.Y	Removing existing asphalt turnout, complete in place @ _____ _____ per square yard	\$ _____	\$ _____
09	496	17	L.F.	Removing existing 12" storm sewer, complete in place @ _____ _____ per linear foot	\$ _____	\$ _____
10	496	77	L.F.	Removing existing 15" storm sewer, complete in place @ _____ _____ per linear foot	\$ _____	\$ _____
11	496	339	L.F.	Removing existing 18" storm sewer, complete in place @ _____ _____ per linear foot	\$ _____	\$ _____
12	496	48	L.F.	Removing existing 24" storm sewer, complete in place @ _____ _____ per linear foot	\$ _____	\$ _____
13	496	6	E.A.	Removing existing concrete storm inlet, complete in place @ _____ _____ per Each	\$ _____	\$ _____

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## BASE BID ITEMS – Jerry Ware Road

Item No.	TxDOT Item No	Est. Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Amount
14	360	6,372	S.Y.	7" Reinforced Concrete Pavement, complete in place  @ _____ _____ per square yard	\$ _____	\$ _____
15	247	1,627	S.Y.	7" Compacted Limestone Shoulder, complete in place  @ _____ _____ per square yard	\$ _____	\$ _____
<b>15 A</b>	292	1,627	S.Y.	Alternate Item: 7" Asphalt Stab Base (GR 2)(PG 70) Shoulder, complete in place  @ _____ _____ per square yard	\$ _____	\$ _____
16	260	8,214	S.Y.	8" hydrated lime stabilized base (10%-12% DC) (In Place & Salvaged Fill), complete in place  @ _____ _____ per square yard	\$ _____	\$ _____
17	360	583	S.Y.	7" Reinforced concrete driveway pavement, complete in place  @ _____ _____ per square yard	\$ _____	\$ _____
18	760	2,492	L.F.	Re-grade existing roadside ditches, complete in place  @ _____ _____ per linear foot	\$ _____	\$ _____

## BASE BID ITEMS – Jerry Ware Road

Item No.	TxDOT Item No	Est. Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Amount
19	464	56	L.F.	24" HDPE storm sewer, complete in place @ _____ _____ per linear foot	\$ _____	\$ _____
20	464	230	L.F.	18" HDPE storm sewer, complete in place @ _____ _____ per linear foot	\$ _____	\$ _____
21	467	24	Ea.	Precast Safety End Treatment SET. Complete in place @ _____ _____ per each	\$ _____	\$ _____
22	164	4.42	Ac.	Hydromulch Seeding of ROW, incl. fertilizer & watering, complete in place @ _____ _____ per Acre	\$ _____	\$ _____
23	502	1	L.S.	Barricades, Signs & Traffic Control, complete in place @ _____ _____ per lump sum	\$ _____	\$ _____
24	506	1	L.S.	Temp Erosion Control, complete in place @ _____ _____ per lump sum	\$ _____	\$ _____
25	644	1	L.S.	Small Sign Assemblies, complete in place @ _____ _____ per lump sum	\$ _____	\$ _____

## BASE BID ITEMS – Jerry Ware Road

Item No.	TxDOT Item No	Est. Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Amount
26	666	4,402	L.F.	Reflect Pav. Marking Ty-II 4" Solid, White 0.90 Mil, including surface preparation, complete in place  @ _____  _____ per linear foot	\$ _____	\$ _____
27	666	4,118	L.F.	Reflect Pav. Marking Ty-II 4" Solid, Yellow 0.90 Mil, including surface preparation, complete in place  @ _____  _____ per linear foot	\$ _____	\$ _____
28	666	180	L.F.	Reflect Pav. Marking Ty-II 12" Solid, White 0.90 Mil, including surface preparation, complete in place  @ _____  _____ per linear foot	\$ _____	\$ _____
29	666	62	L.F.	Reflect Pav. Marking Ty-II 24" Solid, White 0.90 Mil, including surface preparation, complete in place  @ _____  _____ per linear foot	\$ _____	\$ _____

\* 2014 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges

**TOTAL AMOUNT BID**

\$ \_\_\_\_\_



## Section D

\_\_\_\_\_ and \_\_\_\_\_ /100 Dollars  
(Total Base Contract Price-Written)

**Total number of Calendar days to complete: 270**

### QUANTITIES OF WORK:

The quantities of work or material stated in unit price items of the Bid are supplied only to give an indication of the general scope of Work; the Owner does not expressly or by implication agree that the actual amount of work or material will correspond therewith, and reserves the right afterward to increase or decrease the quantity of any unit price item of the Work by any amount up to and including twenty percent (20%) of any Bid Item, without a change in the unit price, and shall have the right to delete any Bid Item in its entirety, or to add additional Bid Items up to and including an aggregate total amount not to exceed twenty percent (20%) of the Contract Price.

Bid Submitted by: \_\_\_\_\_, Contractor

Represented by: \_\_\_\_\_  
\_\_\_\_\_, Title

Bid Prepared by: \_\_\_\_\_, Estimator  
\_\_\_\_\_, Estimator

# BID SCHEDULE

## ADDITIVE ALTERNATE #1 BID ITEMS – 3rd Street Segment A

Item No.	TxDOT Item No	Est. Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Amount
01	100	0.930	Ac.	Preparing Right-Of-Way, complete in place @ _____ _____ per Acre	\$ _____	\$ _____
02	500	1	L.S.	Mobilization/demobilization, complete in place @ _____ _____ per lump sum	\$ _____	\$ _____
03	110	210	C.Y	Excavation, complete in place @ _____ _____ per cubic yard		
04	132	156	C.Y	Embankment, complete in place @ _____ _____ per cubic yard		
05	110	3,904	S.Y	Removing existing Concrete roadway, complete in place @ _____ _____ per square yard	\$ _____	\$ _____
06	360	2,521	S.Y.	7" Reinforced Concrete Pavement, complete in place @ _____ _____ per square yard	\$ _____	\$ _____

# **ADDITIVE ALTERNATE #1 BID ITEMS – 3rd Street Segment A**

Item No.	TxDOT Item No	Est. Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Amount
07	260	2,726	S.Y.	8" hydrated lime stabilized base (10%-12% DC) (In Place & Salvaged Fill), complete in place  @ _____ _____ per square yard	\$ _____	\$ _____
08	360	379	S.Y.	7" Reinforced concrete driveway pavement, complete in place  @ _____ _____ per square yard	\$ _____	\$ _____
09	360	68	S.Y.	5" Reinforced Concrete Pavement, complete in place  @ _____ _____ per square yard	\$ _____	\$ _____
10	465	13	Ea.	Concrete surface grate inlet, complete in place  @ _____ _____ per each	\$ _____	\$ _____
11	464	442	L.F.	24" HDPE storm sewer, complete in place  @ _____ _____ per linear foot	\$ _____	\$ _____
12	464	140	L.F.	18" HDPE storm sewer, complete in place  @ _____ _____ per linear foot	\$ _____	\$ _____
13	464	332	L.F.	15" HDPE storm sewer, complete in place  @ _____ _____ per linear foot	\$ _____	\$ _____

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# **ADDITIVE ALTERNATE #1 BID ITEMS – 3rd Street Segment A**

Item No.	TxDOT Item No	Est. Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Amount
14	464	195	L.F.	12" HDPE storm sewer, complete in place @ _____ _____ per linear foot	\$ _____	\$ _____
15	164	0.93	Ac.	Hydromulch Seeding of ROW, incl. fertilizer & watering, complete in place @ _____ _____ per Acre	\$ _____	\$ _____
16	502	1	L.S.	Barricades, Signs & Traffic Control, complete in place @ _____ _____ per lump sum	\$ _____	\$ _____
17	506	1	L.S.	Temp Erosion Control, complete in place @ _____ _____ per lump sum	\$ _____	\$ _____
18	644	1	L.S.	Small Sign Assemblies, complete in place @ _____ _____ per lump sum	\$ _____	\$ _____
19	666	1,635	L.F.	Reflect Pav. Marking Ty-II 4" Solid, White 0.90 Mil, including surface preparation, complete in place @ _____ _____ per linear foot	\$ _____	\$ _____

### ADDITIVE ALTERNATE #1 BID ITEMS – 3rd Street Segment A

Item No.	TxDOT Item No	Est. Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Amount
20	666	220	L.F.	Reflect Pav. Marking Ty-II 4" Broken, Yellow 0.90 Mil, including surface preparation, complete in place  @ _____  per linear foot	\$ _____	\$ _____
21	666	35	L.F.	Reflect Pav. Marking Ty-II 24" Solid, White 0.90 Mil, including surface preparation, complete in place  @ _____  per linear foot	\$ _____	\$ _____
22	666	16	E.A.	Reflect Pav. Marking Ty-II 18" White, Tri Yield 0.90 Mil, including surface preparation, complete in place  @ _____  per each	\$ _____	\$ _____

\* 2014 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges

**ADDITIVE ALTERNATE #1 TOTAL AMOUNT BID**

**\$ \_\_\_\_\_**

# BID SCHEDULE

## ADDITIVE ALTERNATE #2 BID ITEMS – 3rd Street Segment B

Item No.	TxDOT Item No	Est. Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Amount
01	100	2.75	Ac.	Preparing Right-Of-Way, complete in place @ _____ _____ per Acre	\$ _____	\$ _____
02	500	1	L.S.	Mobilization/demobilization, complete in place @ _____ _____ per lump sum	\$ _____	\$ _____
03	110	400	C.Y	Excavation, complete in place @ _____ _____ per cubic yard		
04	132	297	C.Y	Embankment, complete in place @ _____ _____ per cubic yard		
05	110	9,000	S.Y	Removing existing Concrete roadway, complete in place @ _____ _____ per square yard	\$ _____	\$ _____
06	360	4,302	S.Y.	7" Reinforced Concrete Pavement, complete in place @ _____ _____ per square yard	\$ _____	\$ _____

## ADDITIVE ALTERNATE #2 BID ITEMS – 3rd Street Segment B

Item No.	TxDOT Item No	Est. Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Amount
07	260	4,652	S.Y.	8" hydrated lime stabilized base (10%-12% DC) (In Place & Salvaged Fill), complete in place  @ _____ _____ per square yard	\$ _____	\$ _____
08	360	735	S.Y.	7" Reinforced concrete driveway pavement, complete in place  @ _____ _____ per square yard	\$ _____	\$ _____
09	465	8	Ea.	Concrete surface grate inlet, complete in place  @ _____ _____ per each	\$ _____	\$ _____
10	465	2	Ea.	Concrete Junction Box with surface grate inlet, complete in place  @ _____ _____ per each	\$ _____	\$ _____
11	760	1,314	L.F.	Grade proposed roadside ditches, complete in place  @ _____ _____ per linear foot	\$ _____	\$ _____
12	464	351	L.F.	24" HDPE storm sewer, complete in place  @ _____ _____ per linear foot	\$ _____	\$ _____
13	464	465	L.F.	18" HDPE storm sewer, complete in place  @ _____ _____ per linear foot	\$ _____	\$ _____

## ADDITIVE ALTERNATE #2 BID ITEMS – 3rd Street Segment B

Item No.	TxDOT Item No	Est. Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Amount
14	464	36	L.F.	12" HDPE storm sewer, complete in place @ _____ _____ per linear foot	\$ _____	\$ _____
15	467	9	Ea.	Precast Safety End Treatment SET. Complete in place @ _____ _____ per each	\$ _____	\$ _____
16	164	2.75	Ac.	Hydromulch Seeding of ROW, incl. fertilizer & watering, complete in place @ _____ _____ per Acre	\$ _____	\$ _____
17	502	1	L.S.	Barricades, Signs & Traffic Control, complete in place @ _____ _____ per lump sum	\$ _____	\$ _____
18	506	1	L.S.	Temp Erosion Control, complete in place @ _____ _____ per lump sum	\$ _____	\$ _____
19	644	1	L.S.	Small Sign Assemblies, complete in place @ _____ _____ per lump sum	\$ _____	\$ _____
20	666	2,447	L.F.	Reflect Pav. Marking Ty-II 4" Solid, White 0.90 Mil, including surface preparation, complete in place @ _____ _____ per linear foot	\$ _____	\$ _____



## ADDITIVE ALTERNATE #2 BID ITEMS – 3rd Street Segment B

Item No.	TxDOT Item No	Est. Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Amount
21	666	400	L.F.	Reflect Pav. Marking Ty-II 4" Broken, Yellow 0.90 Mil, including surface preparation, complete in place  @ _____  _____ per linear foot	\$ _____	\$ _____
22	666	18	L.F.	Reflect Pav. Marking Ty-II 24" Solid, White 0.90 Mil, including surface preparation, complete in place  @ _____  _____ per linear foot	\$ _____	\$ _____

\* 2014 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges

**ADDITIVE ALTERNATE #2 TOTAL AMOUNT BID**

**\$ \_\_\_\_\_**

**BID FORM (CONTINUED)**

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**CONTRACTOR’S PERSONNEL:** The Bidder agrees to employ the following individuals for the entire duration of the Work at the positions indicated, and agrees not to remove them from the Work and replace them with others except as otherwise allowed in the Contract Documents.

Project Manager: \_\_\_\_\_

Superintendent: \_\_\_\_\_

Project Clerk: \_\_\_\_\_

**BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):**

Addendum 1 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 2 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 3 \_\_\_\_\_ Date Received \_\_\_\_\_

**BIDDER: INCLUDE FULL, SIGNED, & ATTESTED COPY OF EACH ADDENDUM ISSUED WITH BID SUBMISSION.**

**REQUIRED FORM**

**Bidder: Please complete this form and include with bid submission.**

**VENDOR REFERENCES FORM**

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

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

**REFERENCE ONE**

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

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

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work:

**REFERENCE TWO**

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

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

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work:

**REFERENCE THREE**

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_

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

Fax: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Contract Period: \_\_\_\_\_

\_\_\_\_\_

## SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

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

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

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

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

\_\_\_\_\_  
Bidder (Entity Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Street & Mailing Address

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
City, State & Zip

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail Address

### REQUIRED FORM

**Bidder: Please complete this form  
and include with bid submission.**

## CERTIFICATION REGARDING LOBBYING

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### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her 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 any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the 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.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

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**Signature of Contractor's Authorized Official**

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**Name and Title of Contractor's Authorized Official** *(Please Print)*

---

**Date**

### **REQUIRED FORM**

**Bidder: Please complete this form  
and include with bid submission.**

## CONFLICT OF INTEREST QUESTIONNAIRE

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
<div style="border: 1px solid black; padding: 2px;"> <b>1</b> Name of vendor who has a business relationship with local governmental entity.                     </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.                      (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)                 </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>3</b> Name of local government officer about whom the information in this section is being disclosed.                     </div> <div style="text-align: center; margin-top: 10px;"> <hr style="width: 200px; margin: 0 auto;"/>                     Name of Officer                 </div> <p style="margin-top: 10px;">This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="text-align: center; margin-top: 5px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="text-align: center; margin-top: 5px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </div> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <div style="text-align: center; margin-top: 5px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </div> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<div style="border: 1px solid black; padding: 2px;"> <b>4</b> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%; text-align: center;"> <hr style="width: 100%; margin: 0;"/>                         Signature of vendor doing business with the governmental entity                     </div> <div style="width: 45%; text-align: center;"> <hr style="width: 100%; margin: 0;"/>                         Date                     </div> </div>		

Adopted 8/7/2015

### REQUIRED FORM

**Bidder:** Please complete this form and include with bid submission.

**LOCAL GOVERNMENT OFFICER  
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY**

<b>LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT</b>		<b>FORM CIS</b>
<p><small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</small></p> <p><small>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</small></p>		<div style="border: 1px solid black; padding: 2px;"><b>OFFICE USE ONLY</b></div> <div style="border: 1px solid black; padding: 5px; min-height: 100px;">Date Received</div>
<b>1</b>	<b>Name of Local Government Officer</b>	
<b>2</b>	<b>Office Held</b>	
<b>3</b>	<b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>	
<b>4</b>	<b>Description of the nature and extent of employment or other business relationship with vendor named in item 3</b>	
<b>5</b>	<b>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</b>	
<div style="display: flex; justify-content: space-between;"><div>Date Gift Accepted _____</div><div>Description of Gift _____</div></div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"><div>Date Gift Accepted _____</div><div>Description of Gift _____</div></div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"><div>Date Gift Accepted _____</div><div>Description of Gift _____</div></div> <p style="text-align: center; margin-top: 10px;">(attach additional forms as necessary)</p>		
<b>6</b>	<b>AFFIDAVIT</b>	
<p style="text-align: center;"><small>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</small></p> <div style="text-align: right; margin-top: 20px; margin-bottom: 10px;"><div style="border-bottom: 1px solid black; width: 200px; margin: 0 auto;"></div><div style="margin: 0 auto;">Signature of Local Government Officer</div></div> <p style="text-align: center; margin-top: 10px;"><small>AFFIX NOTARY STAMP / SEAL ABOVE</small></p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"><div style="width: 30%;"><div style="border-bottom: 1px solid black; margin: 0;"></div><div style="margin: 0;">Signature of officer administering oath</div></div><div style="width: 30%;"><div style="border-bottom: 1px solid black; margin: 0;"></div><div style="margin: 0;">Printed name of officer administering oath</div></div><div style="width: 30%;"><div style="border-bottom: 1px solid black; margin: 0;"></div><div style="margin: 0;">Title of officer administering oath</div></div></div>		

Adopted 8/7/2015

**THIS FORM IS FOR  
OFFICE USE ONLY**

## GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

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

☐ Yes ☐ No

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

### Did the Prime Contractor/Consultant . . . ?

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

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

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

#### **REQUIRED FORM**

**Bidder: Please complete this form  
and include with bid submission.**



**NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH  
DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

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

☐ Yes ☐ No

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

Contractor Name: \_\_\_\_\_ DBE: ☐ Yes ☐ No

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_

Prime Contract Amount: \$ \_\_\_\_\_

DBE Subcontractor Name: \_\_\_\_\_

DBE Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Contractor Representative

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of DBE

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

\_\_\_\_\_  
Date

**Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.**

•..... Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "DBE Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

**REQUIRED FORM**

**Bidder: Please complete this form  
and include with bid submission.**

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 1 OF 4

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

☐ Yes ☐ No

Prime Contractor: \_\_\_\_\_ DBE: ☐ Yes ☐ No

DBE Status (Gender & Ethnicity): \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_ IFB/RFP No.: \_\_\_\_\_

Total Contract: \$ \_\_\_\_\_ Total DBE Subcontract(s): \$ \_\_\_\_\_

**Construction DBE Goals:** 10.01 %

**WBE:** 10.01%

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

**FOR DBE OFFICE USE ONLY:**

Verification date DBE Program Office reviewed and verified DBE Sub information Date: \_\_\_\_\_ Initials: \_\_\_\_\_

**PART I. DBE SUBCONTRACTOR DISCLOSURE**

DBE Subcontractor Name: \_\_\_\_\_

DBE Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

**REQUIRED FORM**

**Bidder: Please complete this form  
and include with bid submission.**



**DISADVANTAGED BUSINESS ENTERPRISE (DBE)  
SUCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 3 OF 4

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

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

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

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

Was the Jefferson County DBE Office contacted for assistance in locating DBEs?

☐ Yes

☐ No

**PART III: DISCLOSURE OF OTHER "NON-DBE" SUBCONTRACTS**

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

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

**REQUIRED FORM**

**Bidder: Please complete this form  
and include with bid submission.**

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 4 OF 4

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

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

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

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

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

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**REQUIRED FORM**

**Bidder: Please complete this form  
and include with bid submission.**

## RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Non-resident Bidder" refers to a person who is not a resident.

(4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that \_\_\_\_\_ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☐ I certify that \_\_\_\_\_ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

**Property:** List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

\* This is the property amount identification number assigned by the Jefferson County Appraisal District.

\*\* For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

### REQUIRED FORM

**Bidder:** Please complete this form and include with bid submission.

## HOUSE BILL 89 VERIFICATION

I, \_\_\_\_\_, the undersigned representative of (company or business name) \_\_\_\_\_ (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

**Pursuant to Section 2270.002, Texas Government Code:**

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

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Date

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared

\_\_\_\_\_, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

\_\_\_\_\_  
**Notary Signature**

\_\_\_\_\_  
**Date**

**REQUIRED FORM**

**Bidder:** Please complete this form and include with bid submission.

## SENATE BILL 252 CERTIFICATION

---

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

---

**Company Name**

---

**IFB/RFP/RFQ number**

**Certification check performed by:**

---

**Purchasing Representative**

---

**Date**



## BID AFFIDAVIT

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

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

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

on this day personally appeared \_\_\_\_\_, who  
(name)

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

"I, \_\_\_\_\_ am a duly authorized officer of/agent  
(name)  
for \_\_\_\_\_ and have been duly authorized to execute the  
(name of firm)  
foregoing on behalf of the said \_\_\_\_\_.  
(name of firm)

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

Name and address of Bidder: \_\_\_\_\_

Fax: \_\_\_\_\_ Telephone# \_\_\_\_\_

by: \_\_\_\_\_ Title: \_\_\_\_\_  
(print name)

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

SUBSCRIBED AND SWORN to before me by the above-named

\_\_\_\_\_ on

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

**REQUIRED FORM**

**Bidder: Please complete this form  
and include with bid submission.**

\_\_\_\_\_  
Notary Public in and for  
the State of \_\_\_\_\_

## **INVITATION FOR BID (IFB 23-009/JW)**

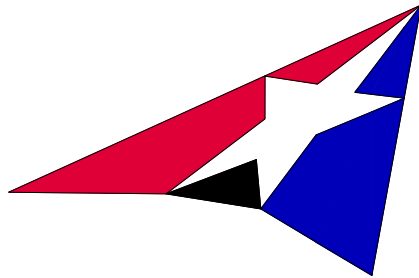
**LANDSIDE ROAD PAVEMENT REPAIRS  
AT JACK BROOKS REGIONAL AIRPORT**

# **TECHNICAL SPECIFICATIONS, PLAN SHEETS, AND GEOTECHNICAL SURVEY**

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# TECHNICAL SPECIFICATIONS

JANUARY 2023



## Jack Brooks Regional Airport Landside Road Pavement Repairs



**Fittz & Shipman**  
INC.

*Bernardino D. Tristan*

January 9, 2023

*Consulting Engineers and Land Surveyors*

1405 CORNERSTONE COURT

BEAUMONT, TEXAS 77706

(409) 832-7238

T.B.P.E. FIRM #1160 T.X.L.S. FIRM #100186

FS 21200

## General Notes and Specifications

### General Notes:

1. The contractor will establish the project control point, points of tangency, pi's (points of intersections), point of curvature (pc, pi and pt) and bench mark at the beginning and end of the project.
2. The contractor shall furnish all lines, grades and benchmarks, other than those specified above. Notify the Engineer immediately if discrepancies are discovered in the horizontal control or the benchmark data.
3. References to manufacturer's trade name or catalog numbers are for the purpose of identification only. Similar materials from other manufacturers are permitted if they are of equal quality, comply with the specifications for this project, and are approved, except for roadway illumination, electrical, and traffic signal items.
4. The lengths of the posts for ground mounted signs are approximate. Verify the lengths before ordering these materials to meet the existing field conditions and to conform to the minimum sign mounting heights shown in the plans.
5. Unless otherwise shown on the plans or otherwise directed, commence work after sunrise and ensure construction equipment is off the road by sunset.
6. Do not mix or store materials, or store or repair equipment, on top of concrete pavement or bridge decks unless authorized by the Engineer. Permission will be granted to store materials on surfaces if no damage or discoloration will result.
7. The contractor will assume ownership of debris and dispose of at an approved location. Do not dispose of debris on private property unless approved in writing by the Engineer.
8. Control the dust caused by construction operations. For sweeping the finished concrete pavement, use one of the following types of sweepers or equal:

Tricycle Type	Truck Type-4 Wheel
Wayne Series 900	M-B Cruiser II
Elgin White Wing	Wayne Model 945
Elgin Pelican	Mobile TE-3
	Mobile TE-4
	Murphy 4042

9. Schedule construction operations such that preparing individual items of work follows in close sequence to constructing storm drains in order to provide as little inconvenience as practical to the businesses and residents along the project.
10. Contractor shall limit his work zone for pavement demolition and concrete placement to three (3) blocks. Concrete placement for new pavement must be complete within one (1) block of the

existing roadway/pavement before demolition in the next three (3) blocks can be initiated.

11. Schedule work so that the base placement operations follow the subgrade work as closely as practical to reduce the hazard to the traveling public and to prevent undue delay caused by wet weather.
12. The Contractor's construction schedule shall be based upon the Contract Time. The Contract Time has an inclusion of Thirty (30) calendar days of inclement weather as defined in Article 54.b, c & d of the General Conditions. No request for an extension of Contract time will be considered until the actual number of inclement weather days exceeds the number of days set out herein.
13. When design details are not shown on the traffic control plans, modifications to the proposed traffic control plan to meet site conditions by either adding more detour, warning and traffic signs as approved by the engineer shall not be paid for separately but shall be considered subsidiary to the traffic control bid items. Temporary pavement markings will be paid for under its unit bid item cost. Signs and arrows shall conform to the latest "Standard Highway Sign Designs for Texas" manual.
14. County forces will maintain the existing section of streets and its appurtenances not a part of this project except that those sections damaged by the contractor's forces shall be repaired by the contractor at his entire expense.
15. The contractor shall be responsible for all maintenance of the travel way and appurtenances within the barricades for the duration of the project. No direct payment will be made for maintenance of the travel way and appurtenances within the barricades, but shall be subsidiary to various bid items.
16. All authorized waste material shall become the property of the contractor and shall be disposed of at a place off the right-of-way and approved by the engineer.
17. The contractor shall maintain adequate drainage throughout the limits of the project during all construction phases.
18. The contractor shall allow county forces to enter this project to accomplish such work as shown in the plans (by others) and as may be deemed necessary by the engineer.
19. All drainage structures shall be cleaned and outfall channels unobstructed at the time of acceptance by the county.
20. Ingress and egress to adjacent property shall be provided and maintained by the contractor at all times. This will not be paid for separately but shall be considered subsidiary to various bid Items.
21. The Contractor will utilize an independent Geotechnical Testing Laboratory to sample all concrete structures and make and test all concrete cylinders and test all roadway density controlled base and or subgrades in accordance with the test methods provided for under the TxDOT Standard Specifications for Construction of Highways, and Bridges (Adopted November 2014). This will not be paid for separately but shall be considered subsidiary to various bid Items.

22. The approximate locations of the known underground utility installations are shown on the plans. The contractor shall be responsible for confirming the exact location of these utility lines and of any others which may exist. No delay claim is allowed because of utility conflicts. It shall be the contractor's responsibility to notify the utility involved in case of conflict or damage and the contractor shall be held responsible for any damage that occurs due to negligence. Where the contractor encounters abandoned lines that interfere with the construction of this project, such lines shall be removed and disposed of by the contractor. There will be no direct payment for this work and it shall be considered subsidiary to the various bid items in the contract. Before excavating near existing utilities, contact the utility companies or the utility coordinating committee for exact locations to prevent damage or interference with present facilities. Notify the utility coordinating committee and the Texas One Call System. at the following numbers:

Texas One Call, toll-free 1-800-245-4545

<u>UTILITY</u>	<u>TELEPHONE NO.</u>	<u>CONTACT PERSON</u>
AT & T Telephone Company	O: 409.839.7851 M: 409.924.1495	Eddie Cook
	O: 409.893.1666 M: 409.291.9489	Cliff Palermo
Texas Gas Service	O: 409.963.0263 M: 409.460.9236	Patrick Sam
City of Nederland Public Works	O: 409.723.1541	Robert Woods
Entergy	O: 409.982.5810 M: 409.974.8663	Ron Fletcher
Spectrum	O: 409.720.5565	Adam LaRive

This action does not relieve the Contractor of the responsibilities under the terms of the contract or the plans and specifications. Damage caused by the Contractor's operations shall be repaired and restored to service in a timely manner at no expense to the County.

23. Notify the Engineer at least 48 hours before constructing junction boxes at intersections of storm drains and utilities.
24. Install or remove poles, street lights and luminaires located near overhead or underground electrical lines using established industry and utility safety practices. Consult the appropriate utility company before beginning such work.
25. If overhead or underground power lines need to be de-energized, contact the electrical service provider to perform this work. Costs associated with de-energizing the power lines or other protective measures required are at no expense to the County.

26. If working near power lines, comply with the appropriate sections of Texas State Law and Federal Regulations relating to the type of work involved.
27. Perform electrical work in conformance with the National Electrical Code (NEC) and County standard sheets.
28. All materials, labor and incidentals required for the contractor to provide for traffic across the streets and for temporary ingress and egress to private property shall be furnished by the contractor at no additional cost to the county and shall be considered as incidental to the various bid items in this project.
29. The contractor shall furnish a certified tabulation of measurements, tare weights and allowable legal gross weight calculations for all trucks, etc., prior to their use on the project. Each truck shall be identified by a permanent and plainly legible number located on the truck and on the bed of the truck and/or trailer.
30. Any storm water permit and associated fees required for construction of this project shall be at the contractor's expense. Also, any temporary erosion, sediment and water control measures required shall be in accordance with the details shown in the plans and all work and materials required shall be paid for under the item "Temporary Erosion, Sedimentation & Environmental Controls".
31. Storm water grading permit is required for this project and shall be filed by the contractor at the contractor's expense.
32. Procure all the necessary city, county and/or state permits and licenses before the start of this project.
33. Prepare, maintain and submit for approval, a project schedule using CPM or similar project planning method. Also, submit contractor's contact personnel's telephone or cell phone numbers in case of emergencies during and after working hours.
34. Move existing signs, mailboxes, delineators and any other similar obstructions that interfere with construction to temporary locations approved by the engineer. Move them back to their permanent positions when the work progresses to the point where this is possible. Place the sign post back in accordance with the applicable standard sheets. (Pozloc System). This will not be paid for directly and will be considered subsidiary to various bid items.
35. The contractor shall maintain adequate drainage throughout the limits of the project during all construction phases. The contractor will provide all necessary labor, equipment, temporary conveyance materials and all other incidentals and cost associated with this task to prevent flooding of roadway pavements, roadside ditches and properties on areas where construction work has started and/or on areas within project limits that will affect public safety and property damage during a storm event. Storm water will be conveyed and discharged into existing and new storm sewer structures. This work will not be measured or paid for directly but will be subsidiary to pertinent items. On areas within scope of work where water is ponding and or flooding during a rain event and as directed by the engineer, the contractor shall provide drainage and maintain temporary drainage structures and facilities which are necessary to facilitate drainage. All incidental labor, equipment, temporary material and incidental cost will not be measured or paid for directly but will be subsidiary to pertinent items.
36. Care shall be taken when moving existing property irrigation or sprinkling water facilities and its

appurtenances that interfere with construction. Contractor shall temporarily relocate or disassemble, disable, and plug these facilities at their temporary location. Contractor shall restore, reconnect and activate property irrigation or sprinkling facilities its original condition or better when work is completed. This work will not be measured or paid for directly but will be subsidiary to pertinent items.

## **Specifications:**

### **ITEM 5: CONTROL OF WORK**

Any earthwork cross-sections, computer printouts, data files and any other information provided is for non-construction purposes only and it is the responsibility of the prospective bidder to validate the data with the appropriate plans, specifications and estimates for the projects. Contact the Fittz & Shipman, Inc. located at 1405 Cornerstone Court (409) 832-7238.

### **ITEM 7: LEGAL RELATIONS AND RESPONSIBILITIES**

Furnish all materials, labor and incidentals required to provide for traffic across the highway and for temporary ingress and egress to private property in accordance with article 7.7 of the standard specifications at no additional cost to the County. This shall be incidental to the bid items on this project.

Maintain the roadway slope stability. Temporary retaining structures or shoring may be required. Before installing any proposed temporary retaining structures or shoring, secure written approval. Submit design calculations, working drawings and a plan of operations including sequencing. Maintaining slope stability is subsidiary to the various bid items.

This contract requires work performed on railroad property. Cooperate with the railroads and comply with all of their requirements including obtaining any training they require before performing work on railroad property.

### **ITEM 8: PROSECUTION AND PROGRESS**

Gather information and direct attention to the aspects of adjoining projects that may be in progress during the construction of a portion of this project. Plan and prosecute the sequence of construction and the traffic control plan with adjacent construction projects so as not to interfere with, or hinder the completion of the work in progress on the adjoining projects. Coordinate projects to ensure an uninterrupted flow of traffic.



## **BID ITEM NOTES**

### **ITEM 104: REMOVING CONCRETE**

- All concrete (sidewalks, driveways, slabs, pavements, etc.) will be saw cut to full depth at connection points to existing pavements. Saw cutting of all concrete (sidewalks, driveways, slabs, pavements, etc.) and as directed by engineer for removing concrete will not be measured or paid for directly but will be subsidiary to pertinent items.
- Replace that portion of the pavement removed for storm sewer installation with ten (10) inches of flexible base and one (1) inch of asphaltic concrete pavement. This work will be considered subsidiary to this item.
- Removal of concrete curb is subsidiary to this item.

### **ITEM 110: EXCAVATION**

- All excavated material not used on this project shall be the property of the contractor and disposed of at a site approved by the engineer. There will be no direct payment for hauling of excess excavated material, but shall be considered subsidiary to the item 110 "Excavation".
- Excavation shall be a plans quantity measurement item. Payment shall be based on the quantity as shown in the proposal sheet. Additional compensation will be considered for extra excavation due to field change which effect the total quantity more than 5%.
- If manipulating the excavated material requires moving the same material more than once to accomplish the desired results, the excavation is measured and paid for only once regardless of the number of manipulations required.
- The total excavation quantity shown on the plans includes the quantity for excavating the material beyond the extents of the existing street to allow the installation of stabilized base, concrete pavement and asphalt stabilized shoulder as shown on the typical sections.
- Excavation required for the installation of drainage structures including but not limited to storm sewer, inlets, safety end treatment, etc. as well as re-grading the road side ditches shall be subsidiary to the associated bid item and not included in the excavation quantities.

### **ITEM 164 SEEDING FOR EROSION CONTROL**

- Final grading and stabilization (seeding) shall be achieved as soon as possible and not scheduled only for the end of the project. Final grading and stabilization should be initiated as the overall work progresses.
- Multiple mobilizations of the seeding crews will be expected to comply with the TCEQ Requirements for Construction General Permit of the Texas Pollution Elimination Discharge System requirements for re- vegetating disturbed soils.
- Eliminate seeding in areas of natural growth determined by the Engineer to have sufficient cover.

### **ITEM 168 VEGETATIVE WATERING**

- Equip water trucks with sprinkler systems capable of covering the entire area to be seeded from the roadway.
- Water all newly placed seeded areas the same day of installation. Thereafter, maintain the seeded areas in a well-watered condition and at no time allow the areas to dry to the condition that water stress is evident.
- Mechanical watering may not be required during periods of adequate moisture as determined by the Engineer.
- Furnish and apply water at a rate of 6.788 Mega gallons per acre per cycle.
- Comply with stabilization requirements for 70% grass coverage; uniform vegetative coverage is required. During this period, meter and operate water equipment under pumping pressure capable of delivering the required quantities of water necessary. For Permanent seeding each cycle shall be executed weekly for 12 weeks, unless directed otherwise by the Engineer. For Temporary seeding each cycle shall be executed weekly for 6 weeks, unless directed otherwise by the Engineer.
- Provide a log book showing daily water usage and receipts of water applied, in addition to metering the water equipment.
- Vegetative watering for seeding for erosion control shall be subsidiary to the associated bid item.

#### **ITEM 210: ROLLING**

- Compact embankment, subgrade, base, surface treatment, or base materials.
- The work performed, materials furnished, equipment, labor, tools, and incidentals will not be measured or paid for directly but will be subsidiary to pertinent Items.

#### **ITEM 247: FLEXIBLE BASE**

- Flexible base Type “A” GR 1-2, Density Control and complete in place shall be used on the project unless otherwise approved by the engineer.
- Flexible base materials shall be placed and compacted in a minimum of two lifts with a maximum loose material thickness of 8 inches. Compaction test will be taken at each lift as required by the Engineer. Minimum density shall be not less than 95% of maximum dry density as determined by test method TEX-1 14e & TEX-1 15-e.
- Subgrade shall be rolled and compacted to not less than 95% of maximum dry density as determined by test method TEX-1 14e & TEX-1 15-e. This work shall not be measured or paid for directly but will be subsidiary to pertinent items.

#### **ITEM 340: DENSE GRADED HOT-MIX ASPHALT**

- The transition surface areas to be overlaid shall be bladed, cleaned and broomed where necessary

and tack coated as directed by the engineer. There will be no direct payment for this work, but shall be considered subsidiary to item 340.

- Siliceous granite and gravel, iron ore, or lightweight material will not be permitted on this project.
- The paving mixture shall consist of a uniform mixture of coarse aggregate, intermediate aggregate, fine, and asphalt material. Fine aggregate shall consist of manufactured sands, screenings, and field sands.
- Prime coating flexible base course for asphalt placement surfaces will not be paid for directly, but will be considered subsidiary to Item 340.
- Neither recycled asphalt shingles (RAS) or reclaimed asphalt pavement (RAP) shall be permitted to be used on this project.

#### **ITEM 354: PLANING AND TEXTURING PAVEMENT**

- Planning of asphalt surface is limited within the area of each sub-phase under construction.
- Planning of asphalt surface is for the purpose of asphalt material salvage and recycle.
- County has coordinated with the Jack Brook Airport and will provide an area on the southeast side of Jerry Ware Drive, just south of the fueling entrance near Airline Drive split for a laydown area and stockpiling.

#### **ITEM 360: CONCRETE PAVEMENT**

- Class P concrete shall be used for all concrete roadway pavements.
- Deformed reinforcement bar size, spacing and placement shall conform to Roadway Standards and Paving Details. Spacing adjustments may be required at the edges on both sides of the proposed concrete pavement lane widths as shown in the contract drawings.
- Wire mat reinforcements are not allowed for use on roadway construction for this project. Wire mat reinforcement will be allowed for use on driveways and sidewalk construction.
- The contractor may use transit mix concrete in accordance with the item “ready-mix plants”.
- Where the pavement curb is left off for a later tie, provide the dowels or the tie bars as indicated on the paving detail sheets. The dowel bars and tie bars are subsidiary to the various bid items.
- Repair portions of the concrete pavement surfaces that are damaged while in a plastic state before that area receives permanent pavement markings and opens to traffic. Perform repairs that are structurally equivalent to and cosmetically uniform with the adjacent undamaged areas. Do not repair by grouting onto the surface.
- Set-retarding admixtures will not be allowed.

- Hand-finishing of concrete pavement will be permitted as directed by the engineer.
- Sawing of all joints shall begin as soon as sawing can be accomplished without damage to the pavement and completed before 12 hours has elapsed. Any random cracking of the pavement, which in the opinion of the engineer, is due to incomplete sawing operation shall be removed and replaced at the expense of the contractor.
- Class 5 self-leveling low modulus silicone sealant shall be used on this project.
- All longitudinal and transverse joints shall be sawed.
- Surface test Type “A” shall apply to this project.
- Concrete placement will not be permitted when impending weather conditions, in the opinion of the engineer, may result in rainfall or low temperatures which will impair the quality of the finishing work.
- The contractor shall have on the job site sufficient burlap or polyethylene fabric, as directed by the engineer, to cover a section of concrete pavement 600 feet long and 16 feet wide.
- Siliceous gravel will not be permitted in the mix design.
- The dowel support assemblies used in concrete pavement shall be constructed using number 1/0 (0.306 inch diameter) wire in the main vertical members. Dowels shall be rigidly supported in parallel positions and shall be welded on one end to support the frame. The weld attachment shall be made alternately on opposite ends of successive dowels. The support assembly shall be subject to the approval of the engineer.
- A minimum of 3/5th of each dowel bar shall be coated with hot-applied asphalt cement. The coating shall be placed on opposite ends of successive dowels.
- Saw cutting of all joints (transverse expansion joints, longitudinal construction joints, longitudinal sawed joints, transverse sawed joints and others) will not be paid for separately, but shall be considered subsidiary to pertinent items.
- Newly placed roadway pavement surfaces with crack(s) of any cause or nature will not be approved and accepted by the County. Crack(s) shall be repaired as shown on TxDOT Standard Full Depth Repair for Concrete Pavement (REPCP) – 14 before the acceptance of the project for maintenance by the Owner. This repair, including saw cutting of pavement full depth, reinforcing, tie and dowel bars, concrete and all incidental materials, saw cutting and sealing of joints, labor and equipment needed to complete the work shall be at the contractor’s expense.

#### **ITEM 400: EXCAVATION AND BACKFILL FOR STRUCTURES**

- Structural excavation for pipes will not be paid for separately, but shall be considered subsidiary to pertinent items.
- As shown in the drawings, structural backfilling with cement stabilized backfill for pipes under roadway pavements and or outside roadway pavements around pipe zones will not be paid for

separately, but will be considered subsidiary to pertinent items.

- Removal of existing storm sewer pipes as called for in the drawings will be paid for under the item for removal of pipes. Pipes removed under roadway pavements will be backfilled with cement stabilized sand material up to the bottom of subgrade stabilization or base course. Pipes removed outside the roadway pavement will be backfilled with suitable excavated ordinary material up to finish grade line. Cement stabilized sand backfill will be compacted to fill all voids and ordinary soil material will be compacted at 8" lifts equal to the surrounding undisturbed soil condition. Backfilling of cement stabilized sand for trench underneath roadway pavement and ordinary soil materials for trench outside roadway pavement will not be paid for separately, but will be considered subsidiary to pertinent items.

#### **ITEM 465: MANHOLES AND INLETS**

- The use of precast storm sewer manholes and/or inlets will not be permitted in this project.
- Inlet and manhole "ring and cover" shall be gray cast iron of part no. as shown in the plans. The dimensions and descriptions are shown on the plans. Dimensions may vary to the extent determined by the engineer.
- Excavation will not be paid for directly but shall be considered subsidiary to this bid item.
- Cement stabilized backfill shall be required around all inlets. The stabilized backfill shall not be paid for directly but shall be considered subsidiary to pertinent bid items.
- If building manholes or inlets in graded areas, first construct them to an elevation at least 4 in. above the top of the highest entering pipe and cover with a wooden cover. Complete the construction of such manholes or inlets to the finished elevation when completing the grading work for such manholes or inlets. Adjust the final elevation, if required, since this elevation is approximate.
- Construct manholes and inlets in paved areas to an elevation so their temporary wooden covers are flush with the surface of the base material.
- Do not leave excavations or trenches open overnight.

#### **ITEM 500: MOBILIZATION**

- Mobilization shall not exceed ten (10) percent of the total construction items amount.

#### **ITEM 502: BARRICADES, SIGNS, AND TRAFFIC HANDLING**

- Submit changes to the traffic control plan to the Engineer. Provide a layout showing the construction phasing, signs, striping, and signalizations for changes to the original traffic control plan.
- Furnish and maintain the barricades and warning signs, including the necessary temporary and portable traffic control devices, during the various phases of construction. Place and construct these barricades and warning signs in accordance with the latest "Texas Manual on Uniform Traffic

Control Devices for Streets and Highways” for typical construction layouts.

- Furnish additional barricades and signs to maintain traffic and motorists' safety when directed by the Engineer. Consider payment for these additional signs and barricades subsidiary to Item 502.
- Cover work zone signs when work related to the signs is not in progress, or when any hazard related to the signs no longer exists.
- Keep the delineation devices, signs, and pavement markings clean. This work is subsidiary to the Item, “Barricades, Signs, and Traffic Handling”.
- If a section is not complete before the end of the workday, pull back the base material to the existing pavement edge on a 6H: 1V slope. Edge drop-offs during the hours of darkness are not permitted.
- Do not mount signs on drums or barricades, except those listed in the latest Barricades and Construction standard sheets.
- Use traffic cones for daytime work only. Replace the cones with plastic drums during nighttime hours.
- Place positive barriers to protect drop-off conditions greater than 2 ft. within the clear zone that remain overnight. The traffic control plan (TCP) shall conform to the BC (1) - (12) standards and part VI of the Current Texas Manual Of Uniform Traffic Control Devices.
- Remove all traffic control devices from the roadway, off of the right of way, when they are not in use. Devices scheduled to be used within 3 days may be placed along the shoulder of the roadway or right of way when not in use, or stored in other approved areas on the project. Cover any construction signs that are not in effect that are installed in a fashion that will not allow them to be removed from the right of way easily.
- Use vertical panels instead of cones as traffic control devices.
- Construct all work zone signs, sign supports, and barricades from material other than wood unless approved by the engineer.
- Galvanize steel supports if used. Aluminum posts, if used, shall meet the following minimum thickness requirements:

<u>Square Feet</u>	<u>Minimum Thickness</u>
Less Than 7.5	0.080 Inches
7.5 To 1.5	0.100 Inches
Greater Than 1.5	0.125 Inches

- Plan the sequence of work so as to minimize inconvenience to the traveling public. Any changes to the traffic control plan shown in the plans must be approved in writing by the Engineer. Submit the revised plan for approval to the Engineer.

- The approval by the engineer of the method and procedure the contractor plans to use to handle or detour traffic will not relieve the contractor of his responsibility for the protection of the traveling public.
- Install temporary fence around the open pit by the end of each working day to safeguard pedestrian using the sidewalk. No payment shall be made for this work directly, but will be consider subsidiary to this item.
- Temporary traffic signalization as shown in the plans and Additional temporary traffic signalization not shown in the plans that is required to meet actual site conditions as directed by the engineer will not be measured or paid for separately, but will be considered subsidiary to this pay item.
- The Contractor shall submit to the County prior to start of any construction work, a hauling truck and construction vehicles route plan. This route plan shall show streets to be taken for trucks and vehicles either empty or hauling materials going in or out the construction areas scope of work. The Streets that are to be used as truck and vehicle routes shall be truck loads roadway bearing pavements. Upon approval of the Engineer, this truck routing plan will be strictly implemented. Any changes that is required as construction phases progresses will be reviewed and approved by the Engineer. This work will not be measured or paid for separately, but will be considered subsidiary to this pay item. Construction Exit shall be paid for under Item 506.
- The Contractor shall prepare proposed revised traffic Detour Plan for the construction of Airport Pavement Replacement project. This shall be coincidental with the construction progress of work phases. Any addition barricades, warning and detour signs, including the necessary temporary and portable traffic control devices to detour and control traffic during the construction of the Jerry Ware Drive and 3<sup>rd</sup> Street Pavement Replacement Project will not be measured or paid for separately, but will be considered subsidiary to this pay item.
- Additional Barricades, warning and detour signs, including the necessary temporary and portable traffic control devices to detour and control traffic along 1st Street, Jerry Ware Drive and 3rd Street during the construction of County Utilities as required by the Engineer within limits and scope of project work will not be measured or paid for separately, but will be considered subsidiary to this pay item. Water and Sanitary Sewer installations will be paid under its respective Items. Temporary Asphalt Pavement restoration and Temporary Pavement Markings will be paid under its respective Items.

#### **ITEM 506: TEMPORARY EROSION, SEDIMENTATION AND ENVIRONMENTAL CONTROL**

- A Storm Water Pollution Prevention Plan (SWP3) is required for submittal when the disturbed area is 1 acre and greater, with the “Notice of Intent” (NOI) as required. The NOI will be completed and filed by the Contractor at the contractor’s own expense.
- Use appropriate measures to prevent, minimize, and control the spill of hazardous materials in the construction staging area. Remove and dispose of materials in compliance with State and Federal laws.
- Before starting construction, review with the Engineer the SW3P used for temporary erosion control as outlined on the plans. Before construction, place the temporary erosion and sedimentation control management practices as shown on the SWP3.

- Before starting grading operations and during the project duration, place the temporary or permanent erosion control measures to prevent sediment from leaving the right of way.
- Implement temporary and permanent erosion control measures to comply with the Texas Pollution Discharge Elimination System (TPDES) general permit.
- Schedule the sodding work as soon as possible after completing earthwork operations, restore and sod the disturbed areas in accordance with the County's specifications for permanent or temporary erosion control.

#### **ITEM 530: INTERSECTIONS, DRIVEWAYS, AND TURNOUTS**

- Saw cutting of concrete and asphalt pavement at break back line as shown in the drawings for Intersections, Driveways and Turnouts shall not be paid for separately, but shall be subsidiary to this unit bid item. Any additional modifications and incidental saw cutting of concrete and asphalt pavement at intersections, driveways, and turnouts required to meet existing site conditions, construction grade standards as shown in the drawings and as directed by the engineer will not be measured or paid for directly but will be subsidiary to pertinent items.
- Any additional saw cutting of existing driveways pavements beyond Right of Way lines inside private property as permitted by the owner, not shown in the drawings as determined and ordered by the Engineer to meet standard grade requirements will not be measured or paid for directly but will be subsidiary to pertinent items.

#### **ITEM 585: RIDE QUALITY FOR PAVEMENT SURFACES - TXDOT PAVEMENTS**

- Service Roads and Ramps. Use Surface Test Type A (10 ft straight edge) on service roads and ramps.
- Short Projects. Use Surface Test Type A when project pavement length is less than 2,500 ft.

#### **ITEM 644: SMALL ROADSIDE SIGN SUPPORTS AND ASSEMBLIES**

- Sign locations shown on the plans are approximate before placing them, obtain approval of the engineer and then stake the exact locations for these signs. For this project, existing signs shall be removed, stored, and replaced. Any signs or posts damaged during the removal or storage process shall be replaced with identical products at the contractor's expense. All expenses, equipment, materials, and appurtenances required to remove and replace the existing small road signs will be paid for under this item.
- Use the Texas universal triangular slip base with the concrete foundation for small ground mounted signs, unless otherwise shown in the plans.
- When design details are not shown on the plans, provide signs and arrows conforming to the latest "Standard Highway Sign Designs for Texas" manual.

#### **ITEM 666: RETROREFLECTORIZED PAVEMENT MARKINGS**

- Furnish Type II drop-on glass beads per TxDOT Specifications.



**ITEM 677: ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS**

- Remove all contaminates and loose material. Consider this work to be subsidiary to the various bid items of the contract.
- Remove existing raised pavement markers where indicated prior to the addition of the asphaltic pavement or seal coat. Dispose of the removed markers from the project at the end of each workday. Consider this work to be subsidiary to the various bid items of the contract.

**ITEM 760: DITCH CLEANING AND RESHAPING**

- This item will be used to clean and regrade the existing ditches to the grades as shown in plans to provide adequate drainage for the existing and/or proposed roadway. Any excavation and backfill will be considered subsidiary and included in the price per linear foot.
- This item will be used as shown in plans when ditch to filled or excavated. Fill material shall be in accordance with Item 110 Excavation but will be included in the cost per linear foot in this item to depths shown in plans to provide proper drainage.

End of General Notes

## **GOVERNING CONSTRUCTION SPECIFICATIONS**

The governing construction specifications applicable to this work are the Texas Department of Transportation (TXDOT) 2014 Standard Specifications for Construction of Highways, Streets and Bridges as adopted by the State of Texas.

These items which are listed below and which are contained in the TX DOT 2004 Standard Specifications are hereby adopted and made part of the Contract Documents to the same extent as if they were herein reproduced in full subject to such modifications, revisions or supplements as may appear in the section entitled Special Provisions in these Contract Documents to follow:

### **Standard Specifications:**

- Item 100 Preparing Right of Way
- Item 104 Removing Concrete
- Item 105 Removing Treated and Untreated Base and Asphalt Pavement
- Item 110 Excavation (132)
- Item 134 Backfilling Pavement Edges
- Item 164 Seeding for Erosion Control
- Item 168 Vegetative Watering
- Item 210 Rolling
- Item 216 Proof Rolling
- Item 247 Flexible Base
- Item 260 Lime Treatment
- Item 276 Cement Treatment (Plant Mix) (204)(210)(216)(300)(520)
- Item 300 Asphalts, Oils, and Emulsions
- Item 340 Dense-Graded Hot-Mix Asphalt (Method) (300)(301)(320)(520)(585)
- Item 354 Planning and Texturing Pavement
- Item 360 Concrete Pavement (421)(420)(438)(440)(529)
- Item 400 Excavation and Backfill for Structures (132)(402)
- Item 438 Cleaning and Sealing Joints
- Item 440 Reinforcing Steel
- Item 465 Junction Boxes, Manholes and Inlets (420)(421)(427)(440)(442)(471)
- Item 471 Frames, Grates, Rings, and Cover
- Item 500 Mobilization
- Item 502 Barricades, Signs, & Traffic Handle
- Item 506 Temporary Erosion, Sedimentation and Environmental Control
- Item 529 Concrete Curb and Gutter (360)(420)(421)(440)

Item 530 Driveways and Turnouts (247)(276)(360)(421)(440)

Item 585 Ride Quality for Pavement Surfaces

Item 636 Signs

Item 666 Retroreflectorized Pavement Markings

Item 678 Pavement Surface Preparation Surfaces

End of Governing Construction Specification

CONSTRUCTION PLANS  
FOR  
JACK BROOKS REGIONAL AIRPORT  
PROPOSED ROADWAY RECONSTRUCTION  
JERRY WARE DRIVE / AIRPORT 3RD. STREET  
JEFFERSON COUNTY, TEXAS

JULY 2022

COUNTY JUDGE

JEFF BRANICK

COUNTY COMMISSIONERS

VERNON PIERCE	COMM. PCT. 1
CARY ERICKSON	COMM. PCT. 2
MICHAEL SINEGAL	COMM. PCT. 3
EVERETTE ALFRED	COMM. PCT. 4

AIRPORT MANAGER

ALEX RUPP

APPROVED BY



BERNARDINO D. TRISTAN, P.E.  
REGISTERED PROFESSIONAL ENGINEER No. 117017

PREPARED BY:

**Fittz & Shipman**  
INC.

*Consulting Engineers and Land Surveyors*

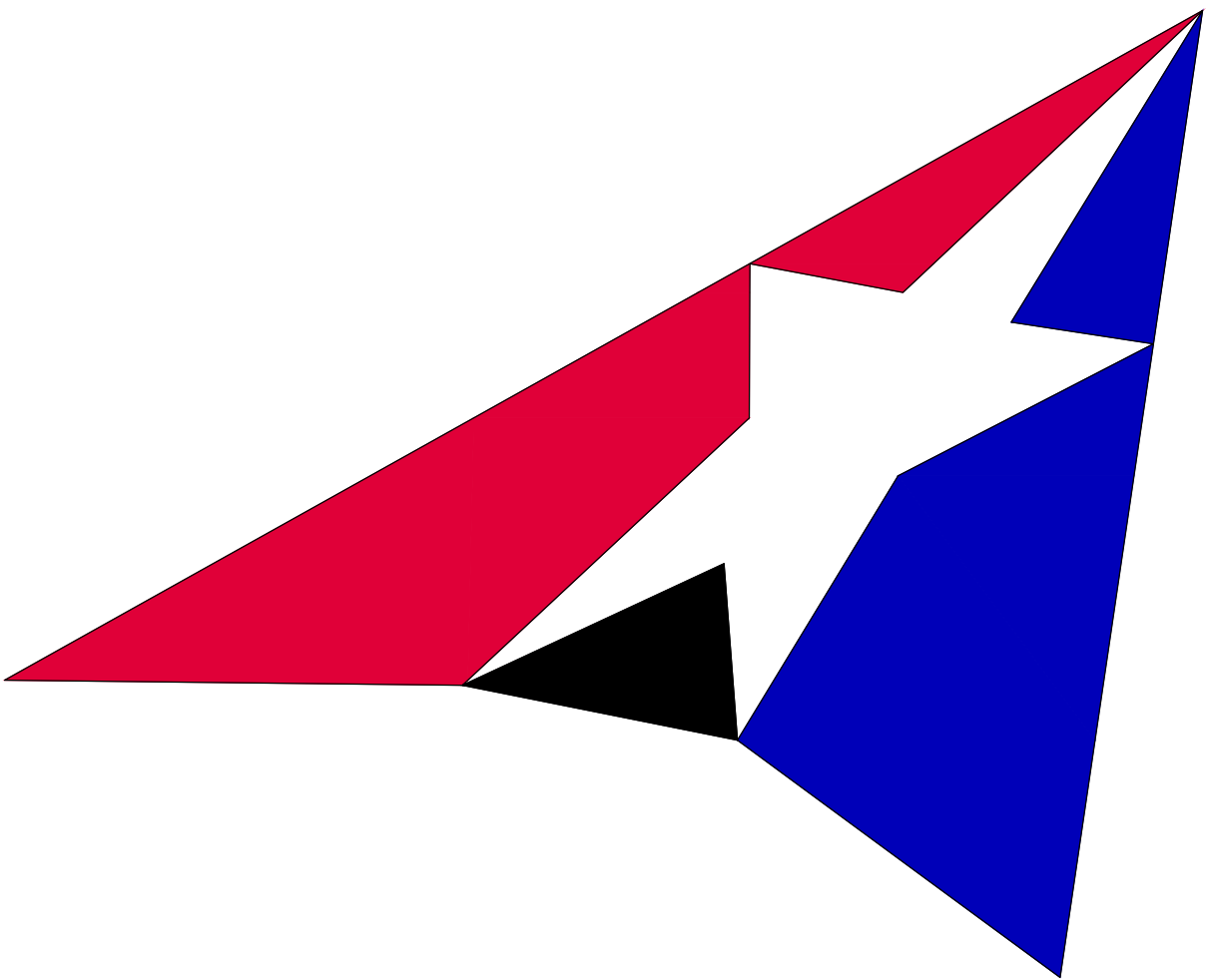
1405 CORNERSTONE COURT BEAUMONT, TEXAS  
(409)832-7238 FAX (409)832-7303

*Tx Board of Prof Engineers Firm No. F-01160 Tx Board of Prof Land Surveyors Firm No. 100186*

APPROVED FOR CONSTRUCTION

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

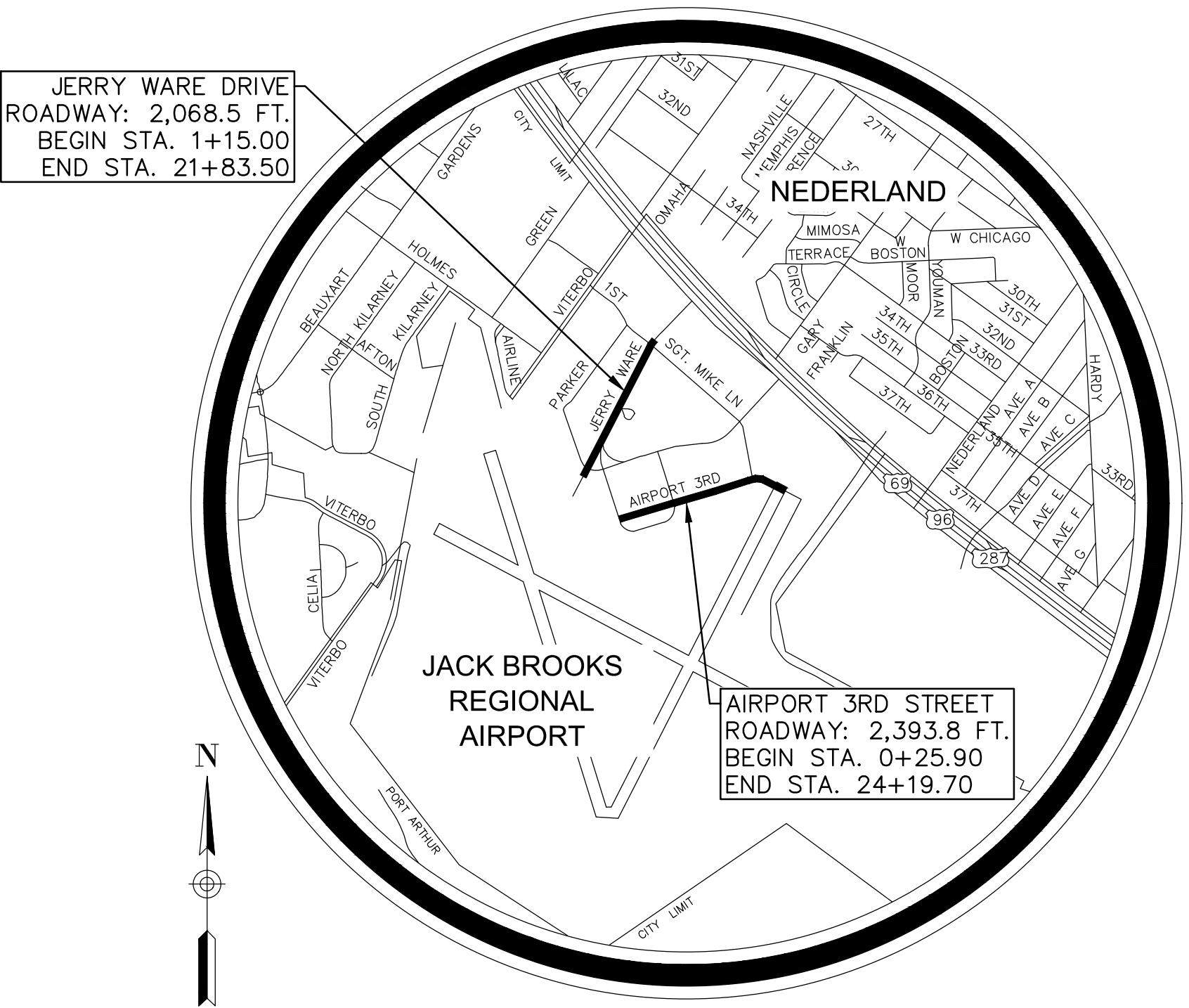
MICHELLE FALGOUT  
COUNTY ENGINEERING



**JACK BROOKS**  
**REGIONAL AIRPORT**

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C14.1 - C14.12	TRAFFIC CONTROL DETAILS



VICINITY MAP



G:\PROJECTS\21200 - JBRA LS Pavement Repairs\Civil Drawings\_Current\21200.000\_CE\_QUANTITIES & NOTES.dwg Jan 09, 2023 08:49am

ESTIMATE AND SUMMARY QUANTITY					
JBRA LAROAD PAVEMENT IMPROVEMENT PROJECT					
Jerry Ware Roadway					
TxDOT SPEC		DESCRIPTION	UNIT	TOTAL	
ITEM NO.	ITEM NO.*			ESTIMATE	FINAL
1	100	Preparing Right-Of-Way, complete in place	Ac.	4.42	
2	500	Mobilization/demobilization, complete in place	L.S.	1	
3	110	Excavation, complete in place	C.Y	1,746	
4	132	Embankment, complete in place	C.Y	1,988	
5	110	Removing existing Concrete roadway, complete in place	S.Y	5,463	
6	110	Removing existing asphalt shoulder, complete in place	S.Y	2,663	
7	496	Removing existing asphalt driveway, complete in place	S.Y	478	
8	496	Removing existing asphalt turnout, complete in place	S.Y	255	
9	496	Removing existing 12" storm sewer, complete in place	L.F.	17	
10	496	Removing existing 15" storm sewer, complete in place	L.F.	77	
11	496	Removing existing 18" storm sewer, complete in place	L.F.	339	
12	496	Removing existing 24" storm sewer, complete in place	L.F.	48	
13	496	Removing existing concrete storm inlet, complete in place	E.A.	6	
14	360	7" Reinforced Concrete Pavement, complete in place	S.Y.	6,372	
15	247	7" Compacted Limestone Shoulder, complete in place	S.Y.	1,627	
**15A	292	7" Asphalt Stab Base (GR 2)(PG 70) Shoulder, complete in place	S.Y.	1,627	
16	275	8" hydrated lime stabilized base (10%-12% DC) (In Place & Salvaged Fill), complete in place	S.Y.	8,214	
17	340	7" Reinforced concrete driveway pavement, complete in place	S.Y.	583	
18	760	Re-grade existing roadside ditches, complete in place	L.F.	2,492	
19	464	24" HDPE storm sewer, complete in place	L.F.	56	
20	464	18" HDPE storm sewer, complete in place	L.F.	230	
21	467	Precast Safety End Treatment SET. Complete in place	Ea.	24	
22	164	Hydromulch Seeding of ROW, incl. fertilizer & watering, complete in place	Ac.	4.42	
23	502	Barricades, Signs & Traffic Control, complete in place	L.S.	1	
24	506	Temp Erosion Control, complete in place	L.S.	1	
25	644	Small Sign Assemblies, complete in place	L.S.	1	
26	666	Reflect Pav. Marking Ty-II 4" Solid, White 0.90 Mil, including surface preparation, complete in place	L.F.	4,402	
27	666	Reflect Pav. Marking Ty-II 4" Solid, Yellow 0.90 Mil, including surface preparation, complete in place	L.F.	4,118	
28	666	Reflect Pav. Marking Ty-II 12" Solid, White 0.90 Mil, including surface preparation, complete in place	L.F.	180	
29	666	Reflect Pav. Marking Ty-II 24" Solid, White 0.90 Mil, including surface preparation, complete in place	L.F.	62	
* 2014 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges					
** Alternate Bid Item for Shoulder Material					

3rd Street - Segment A - Sta 0+00 to 8+50					
TxDOT SPEC		DESCRIPTION	UNIT	TOTAL	
ITEM NO.	ITEM NO.*			ESTIMATE	FINAL
1	100	Preparing Right-Of-Way, complete in place	Ac.	0.93	
2	500	Mobilization/demobilization, complete in place	L.S.	1	
3	110	Excavation, complete in place	C.Y	210	
4	132	Embankment, complete in place	C.Y	156	
5	110	Removing existing Concrete roadway, complete in place	S.Y	3,904	
6	360	7" Reinforced Concrete Pavement, complete in place	S.Y.	2,521	
7	275	8" hydrated lime stabilized base (10%-12% DC) (In Place & Salvaged Fill), complete in place	S.Y.	2,726	
8	340	7" Reinforced concrete driveway pavement, complete in place	S.Y.	379	
9	340	5" Reinforced concrete pavement, complete in place	S.Y.	68	
10	465	Concrete surface grate inlet, complete in place	Ea.	13	
11	464	24" HDPE storm sewer, complete in place	L.F.	442	
12	464	18" HDPE storm sewer, complete in place	L.F.	140	
13	464	15" HDPE storm sewer, complete in place	L.F.	332	
14	464	12" HDPE storm sewer, complete in place	L.F.	195	
15	164	Hydromulch Seeding of ROW, incl. fertilizer & watering, complete in place	Ac.	0.93	
16	502	Barricades, Signs & Traffic Control, complete in place	L.S.	1	
17	506	Temp Erosion Control, complete in place	L.S.	1	
18	644	Small Sign Assemblies, complete in place	L.S.	1	
19	666	Reflect Pav. Marking Ty-II 4" Solid, White 0.90 Mil, including surface preparation, complete in place	L.F.	1,635	
20	666	Reflect Pav. Marking Ty-II 4" Broken, Yellow 0.90 Mil, including surface preparation, complete in place	L.F.	220	
21	666	Reflect Pav. Marking Ty-II 24" Solid, White 0.90 Mil, including surface preparation, complete in place	L.F.	35	
22	666	Reflect Pav. Marking Ty-II 18" White, Tri Yield 0.90 Mil, including surface preparation, complete in place	E.A.	16	
* 2014 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges					

3rd Street - Segment B - Sta 8+50 to 24+20					
TxDOT SPEC		DESCRIPTION	UNIT	TOTAL	
ITEM NO.	ITEM NO.*			ESTIMATE	FINAL
1	100	Preparing Right-Of-Way, complete in place	Ac.	2.75	
2	500	Mobilization/demobilization, complete in place	L.S.	1	
3	110	Excavation, complete in place	C.Y	400	
4	132	Embankment, complete in place	C.Y	297	
5	110	Removing existing Concrete roadway, complete in place	S.Y	9,000	
6	360	7" Reinforced Concrete Pavement, complete in place	S.Y.	4,302	
7	275	8" hydrated lime stabilized base (10%-12% DC) (In Place & Salvaged Fill), complete in place	S.Y.	4,652	
8	340	7" Reinforced concrete driveway pavement, complete in place	S.Y.	735	
9	465	Concrete surface grate inlet, complete in place	Ea.	8	
10	465	Concrete Junction Box with surface grate inlet, complete in place	Ea.	2	
11	760	Grade proposed roadside ditches, complete in place	L.F.	1,314	
12	464	24" HDPE storm sewer, complete in place	L.F.	351	
13	464	18" HDPE storm sewer, complete in place	L.F.	465	
14	464	12" HDPE storm sewer, complete in place	L.F.	36	
15	467	Precast Safety End Treatment SET. Complete in place	Ea.	9	
16	164	Hydromulch Seeding of ROW, incl. fertilizer & watering, complete in place	Ac.	2.75	
17	502	Barricades, Signs & Traffic Control, complete in place	L.S.	1	
18	506	Temp Erosion Control, complete in place	L.S.	1	
19	644	Small Sign Assemblies, complete in place	L.S.	1	
20	666	Reflect Pav. Marking Ty-II 4" Solid, White 0.90 Mil, including surface preparation, complete in place	L.F.	2,447	
21	666	Reflect Pav. Marking Ty-II 4" Broken, Yellow 0.90 Mil, including surface preparation, complete in place	L.F.	400	
22	666	Reflect Pav. Marking Ty-II 24" Solid, White 0.90 Mil, including surface preparation, complete in place	L.F.	18	
* 2014 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges					

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*Bernardino D. Tristano*  
Jan 09, 2023

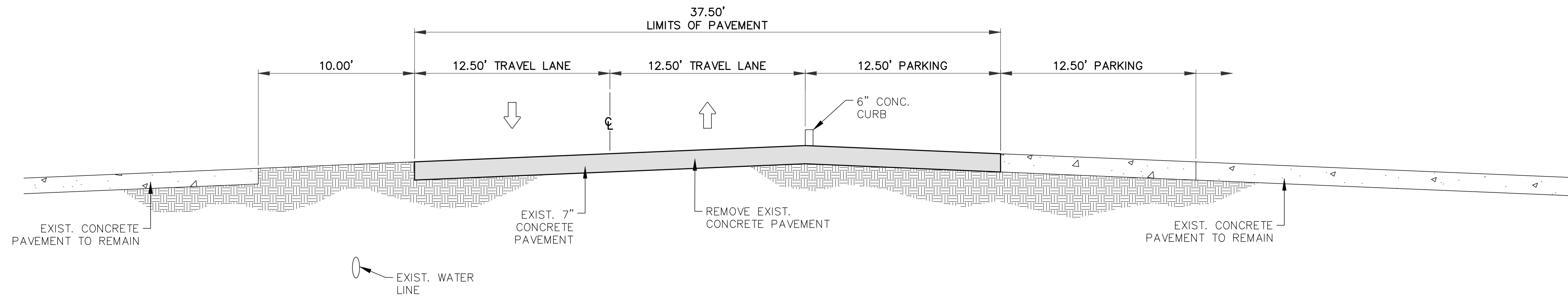


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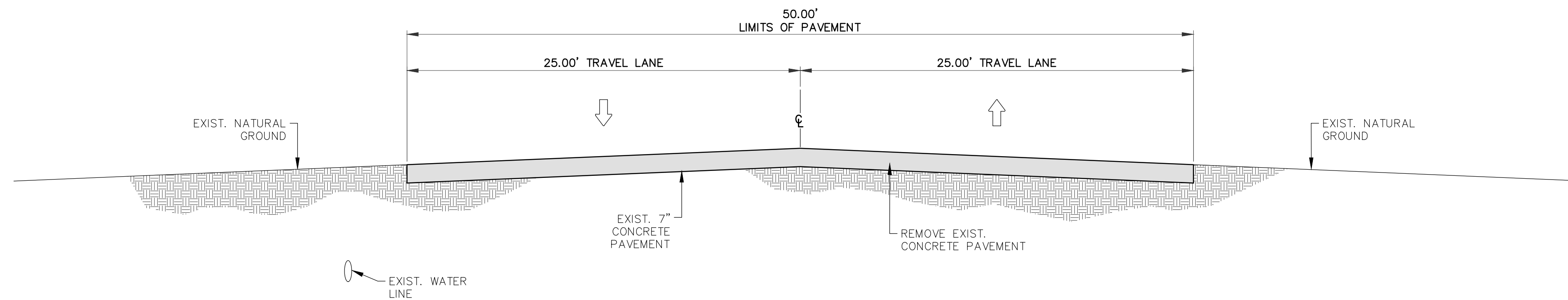
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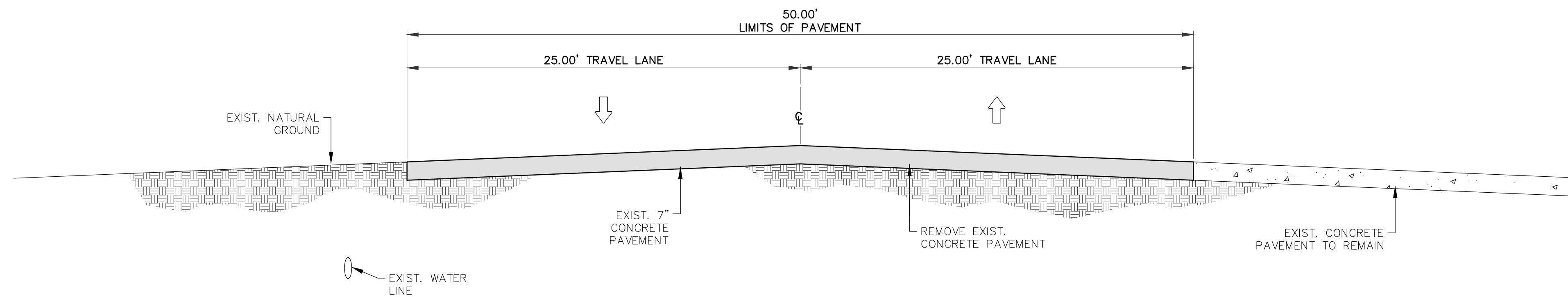
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EXISTING ROADWAY SECTION  
STA. 0+80 - 7+80  
(AIRPORT 3rd. STREET)



EXISTING ROADWAY SECTION  
STA. 8+50 - 11+34  
STA. 16+37 - 22+27  
(AIRPORT 3rd. STREET)



EXISTING ROADWAY SECTION  
STA. 11+34 - 16+37  
STA. 22+27 - 24+19.68  
(AIRPORT 3rd. STREET)

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Bernard D. Tristano  
Jan 09, 2023

**JACK BROOKS**  
REGIONAL AIRPORT

FS PROJECT #  
21200.000

DATE: Jan 09, 2023

SCALE: N.T.S.

DRAWN BY: J.L.H.

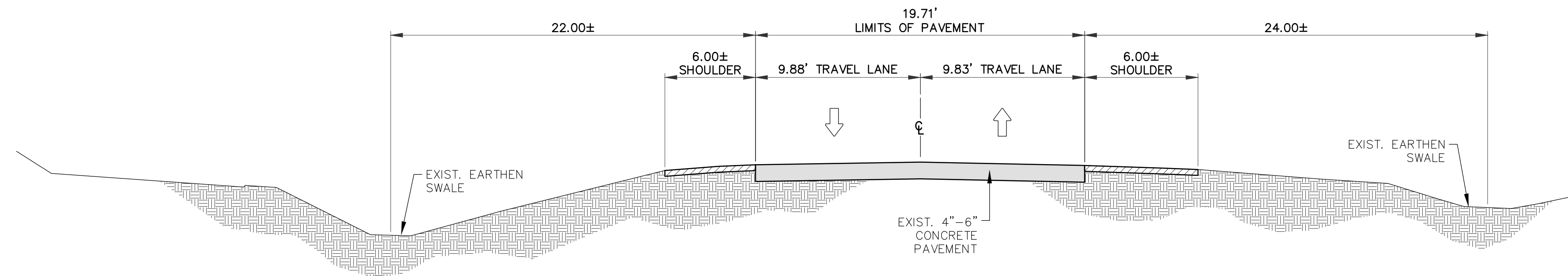
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AIRPORT 3rd ST.  
EXISTING  
TYPICAL  
X-SECTIONS

**C2.1**  
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## EXISTING ROADWAY SECTION

STA. 1+15 - 2+18  
STA. 2+94 - 6+00  
STA. 7+50 - 21+00  
STA. 21+50 - 23+75  
(JERRY WARE DRIVE)

[illegible]

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STATE OF TEXAS  
BERNARDINO D. TRISTAN  
117017  
LICENSED  
PROFESSIONAL ENGINEER  
Bernardino D. Tristan  
Jan 09, 2023

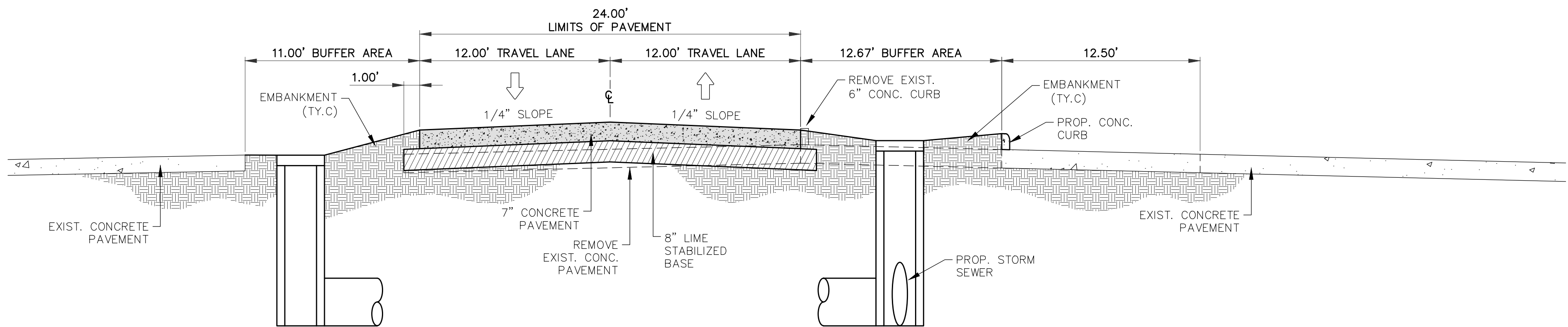


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**REGIONAL AIRPORT**

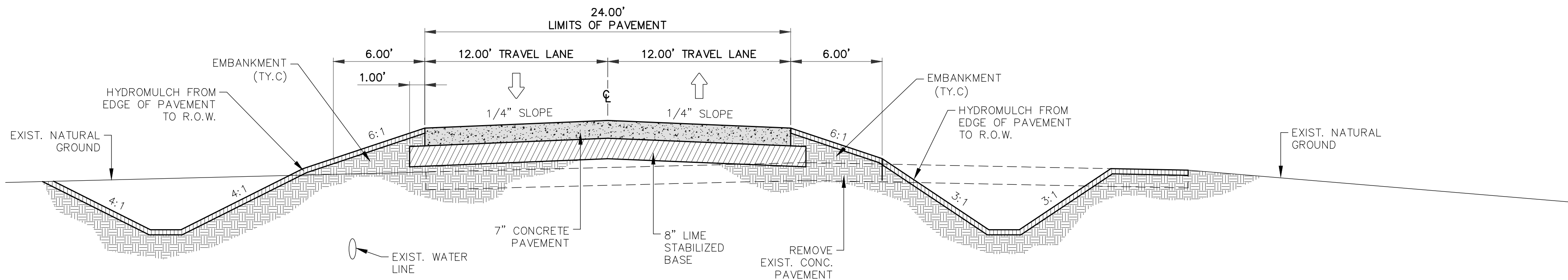
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JERRY WARE DR.  
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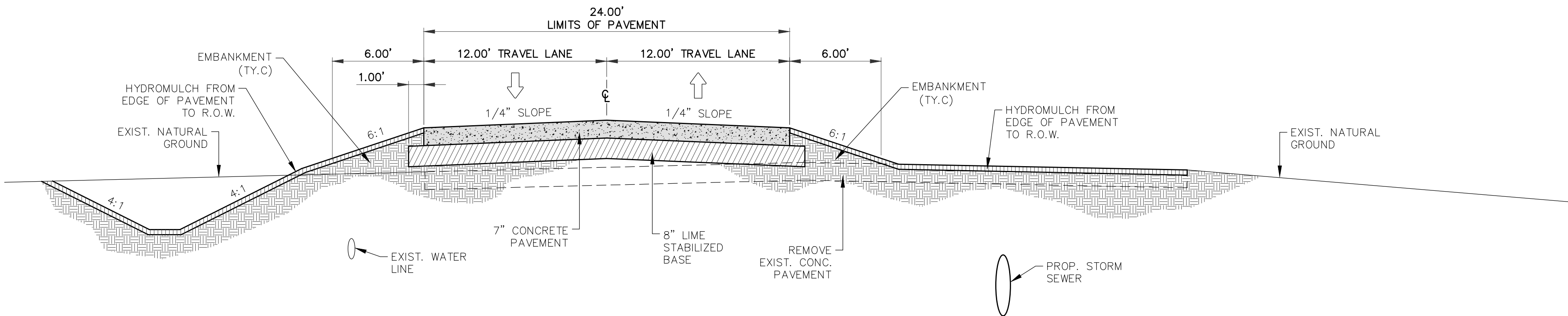
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PROPOSED ROADWAY SECTION  
STA. 0+80 - 7+80  
(AIRPORT 3rd. STREET)



PROPOSED ROADWAY SECTION  
STA. 7+80 - 11+00  
(AIRPORT 3rd. STREET)



PROPOSED ROADWAY SECTION  
STA. 11+00 - 17+65  
(AIRPORT 3rd. STREET)

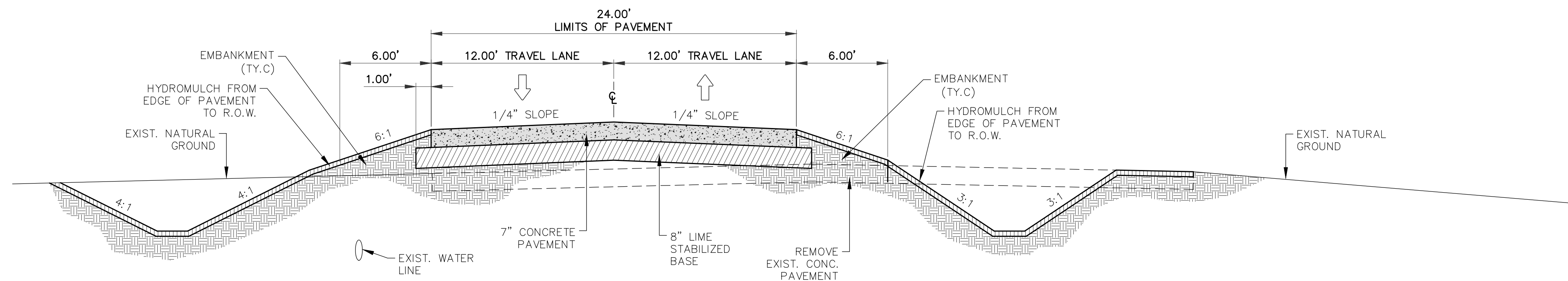
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117017  
LICENSED PROFESSIONAL ENGINEER  
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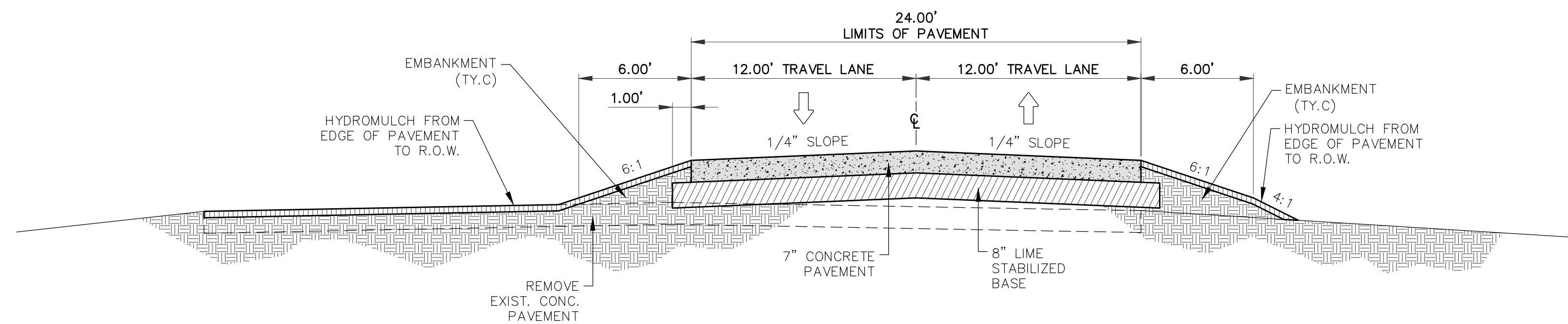
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AIRPORT 3rd ST. PROPOSED TYPICAL X-SECTIONS  
**C2.3**





PROPOSED ROADWAY SECTION  
STA. 17+65 - 19+00  
(AIRPORT 3rd. STREET)



PROPOSED ROADWAY SECTION  
STA. 19+00 - 24+19.68  
(AIRPORT 3rd. STREET)

[illegible]

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*Bernardino D. Tristan*  
Jan 09, 2023

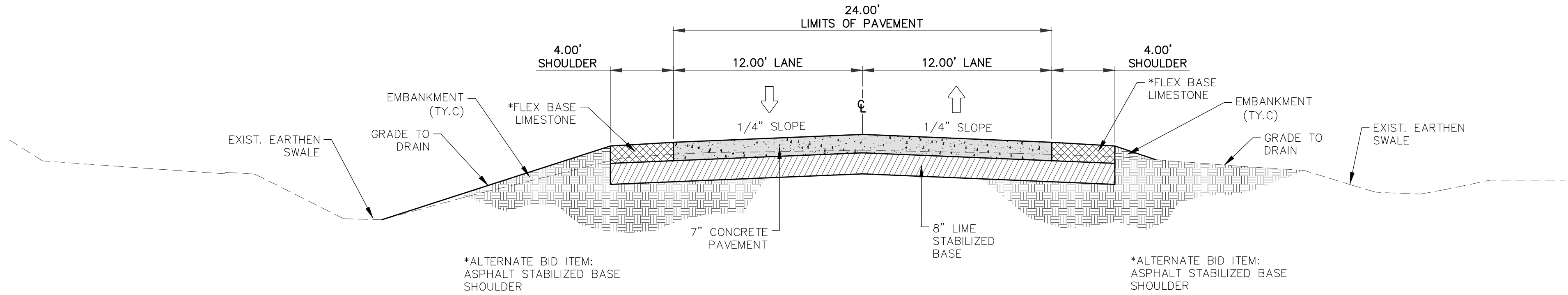


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### AIRPORT 3rd ST. PROPOSED TYPICAL X-SECTIONS

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PROPOSED ROADWAY SECTION

STA. 1+15 - 2+18

STA. 2+94 - 6+00

STA. 7+50 - 21+00

STA. 21+50 - 23+75

(JERRY WARE DRIVE)

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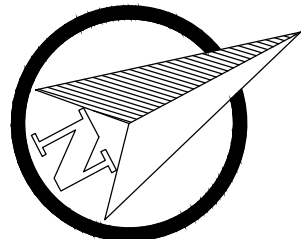
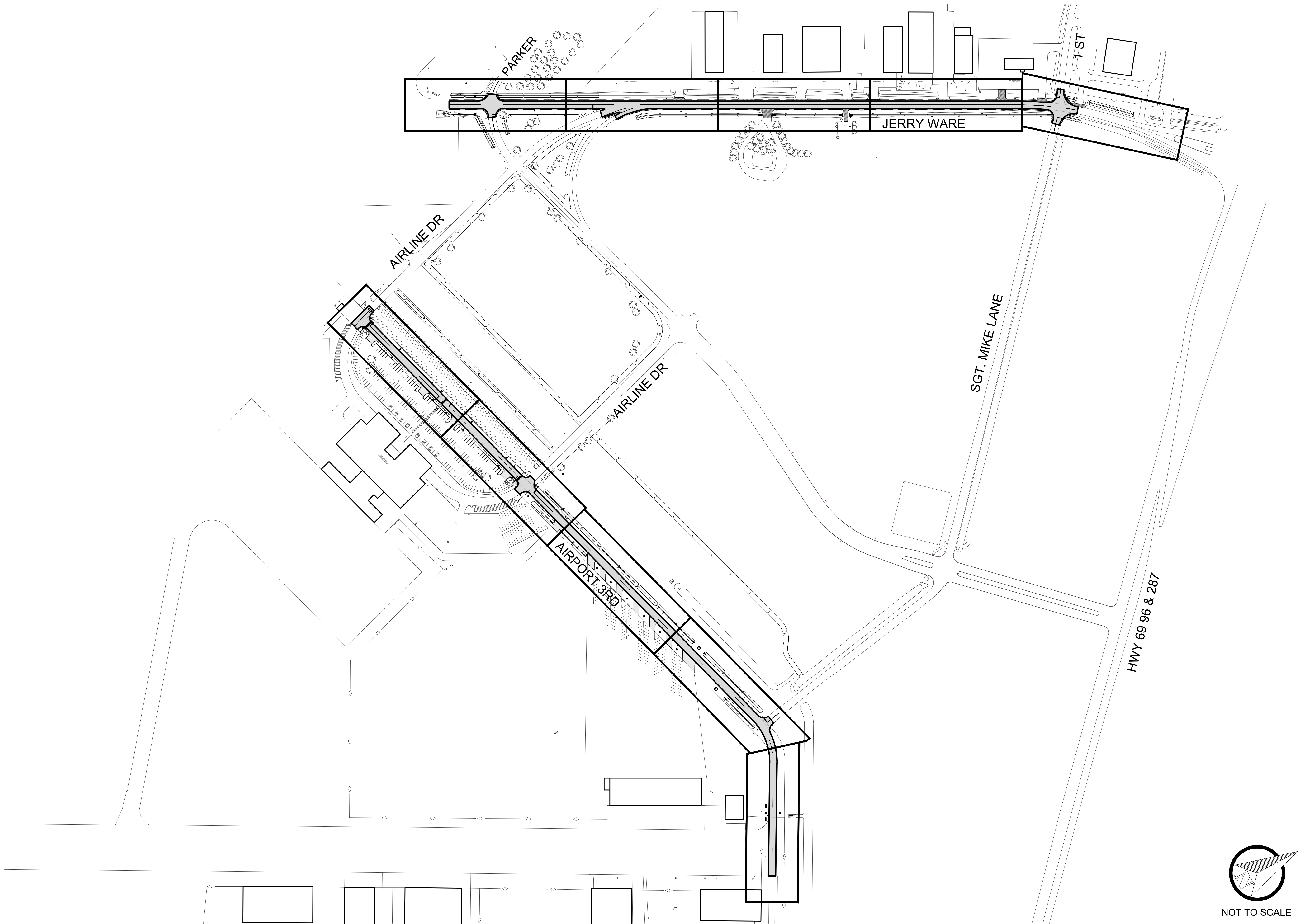
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JERRY WARE DR. PROPOSED TYPICAL X-SECTIONS	
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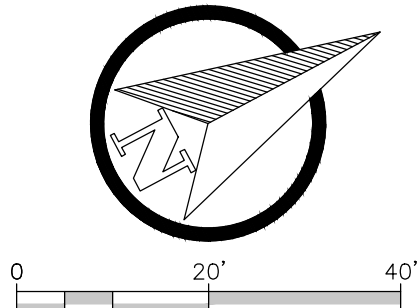
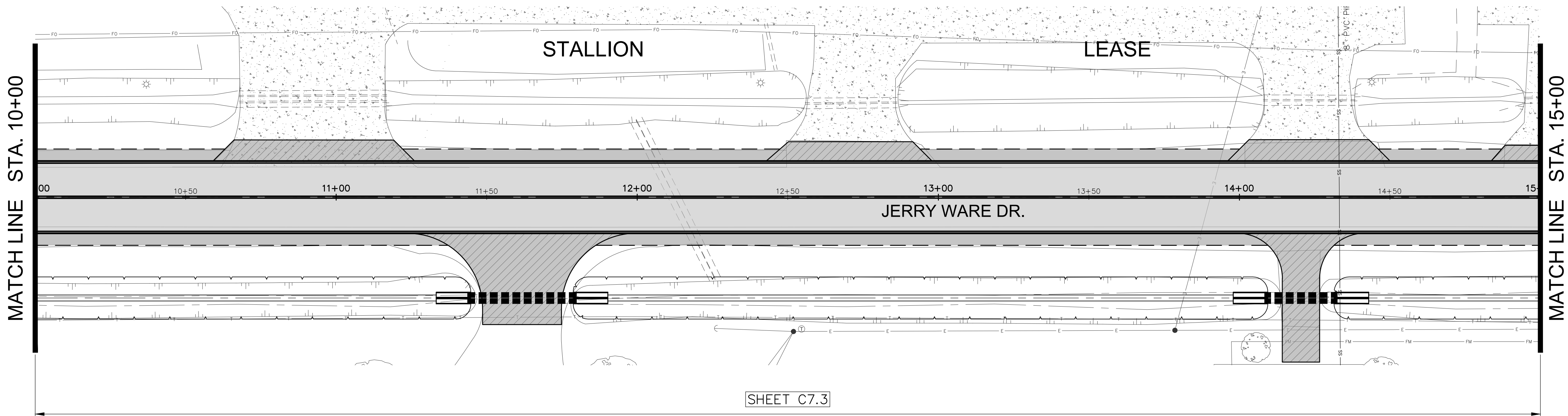
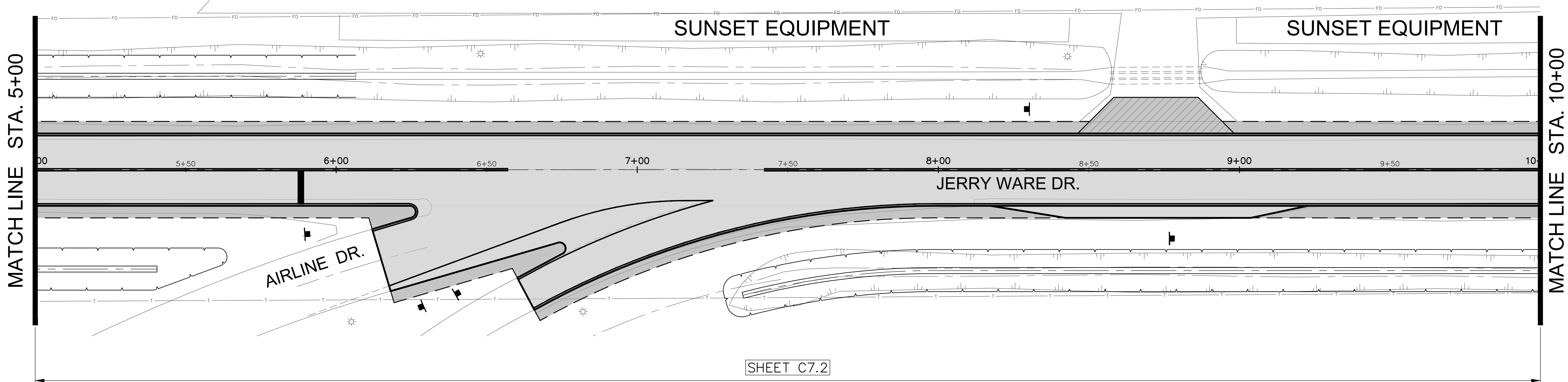
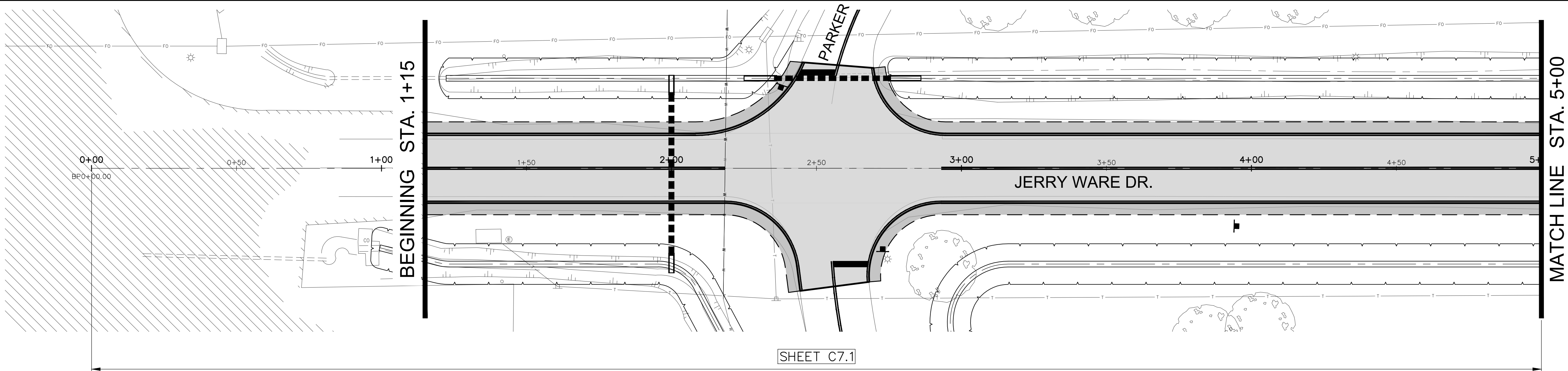
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LAYOUT

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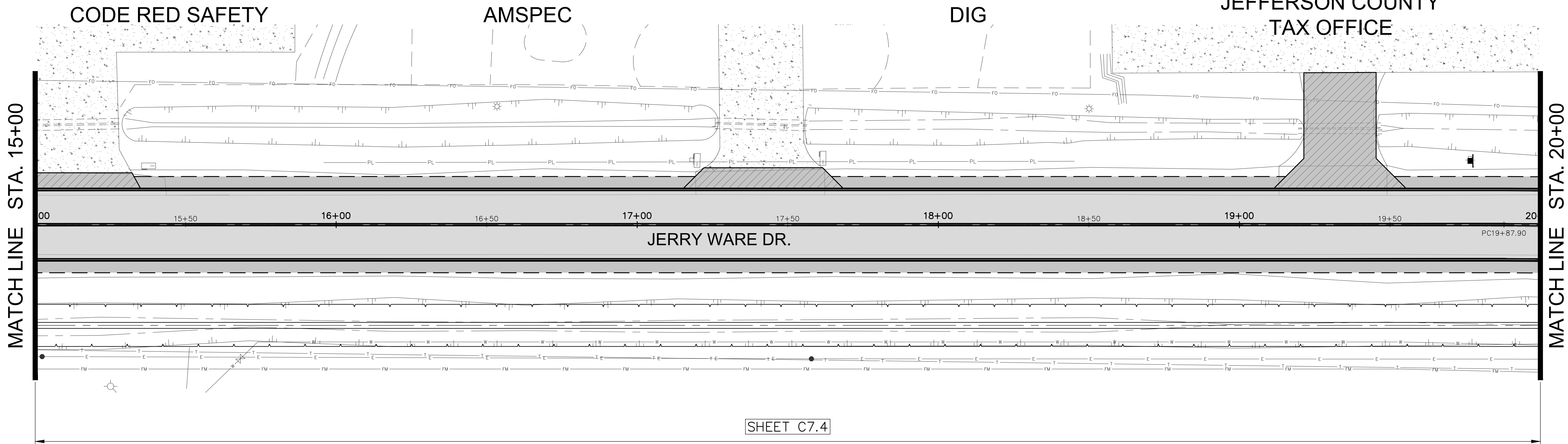
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Jan 09, 2023

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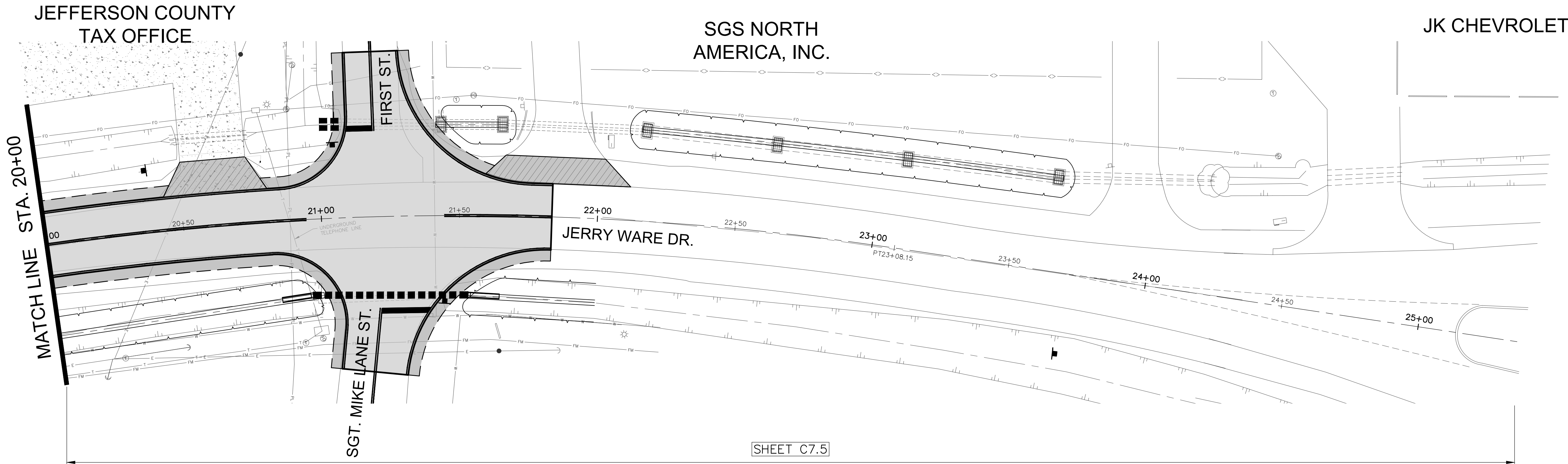
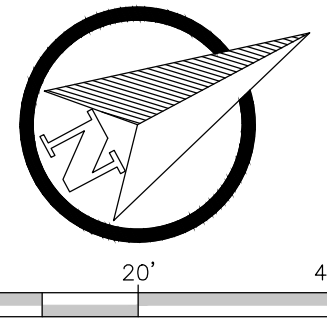
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21200.000\_CE\_SITE  
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STA. 0+00 - 15+00  
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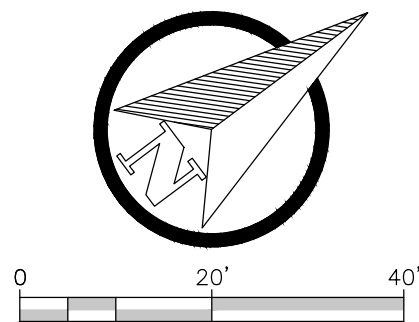
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SHEET C7.4



SHEET C7.5



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STATE OF TEXAS  
BERNARDINO D. TRISTAN  
117017  
LICENSED PROFESSIONAL ENGINEER  
Bernardino D. Tristan  
Jan 09, 2023

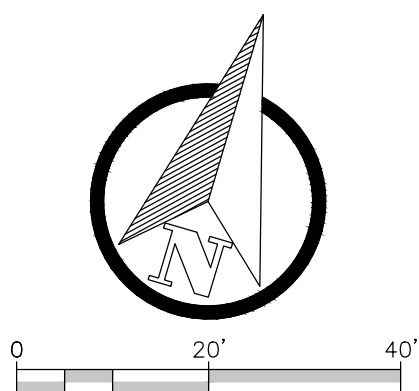
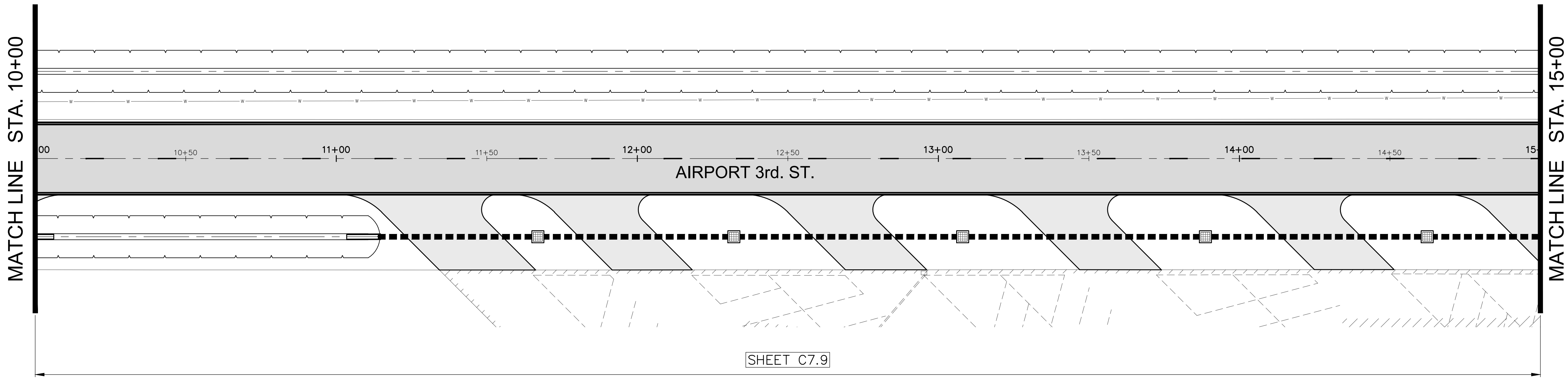
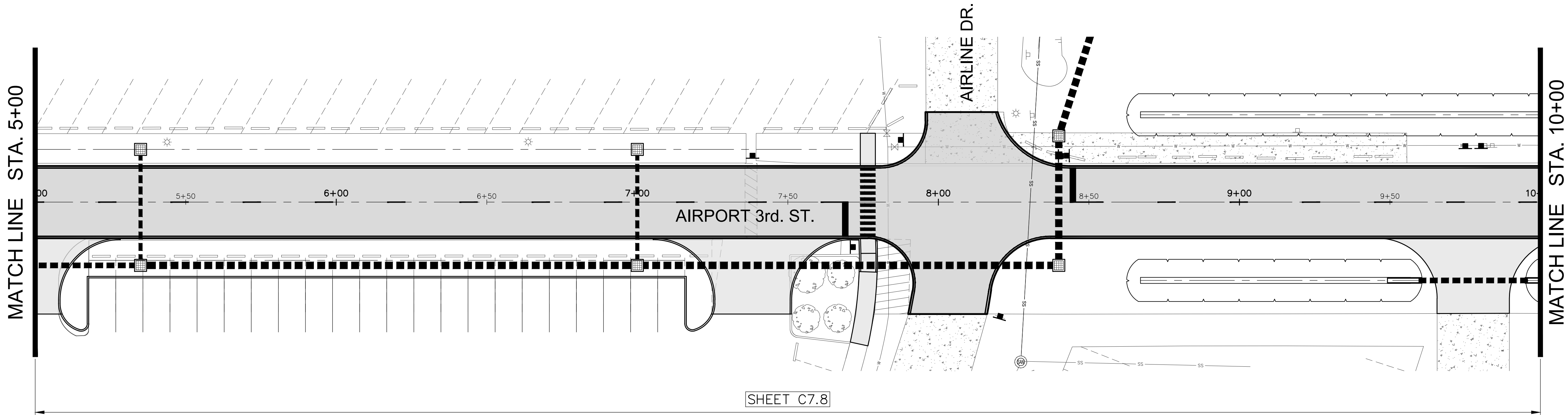
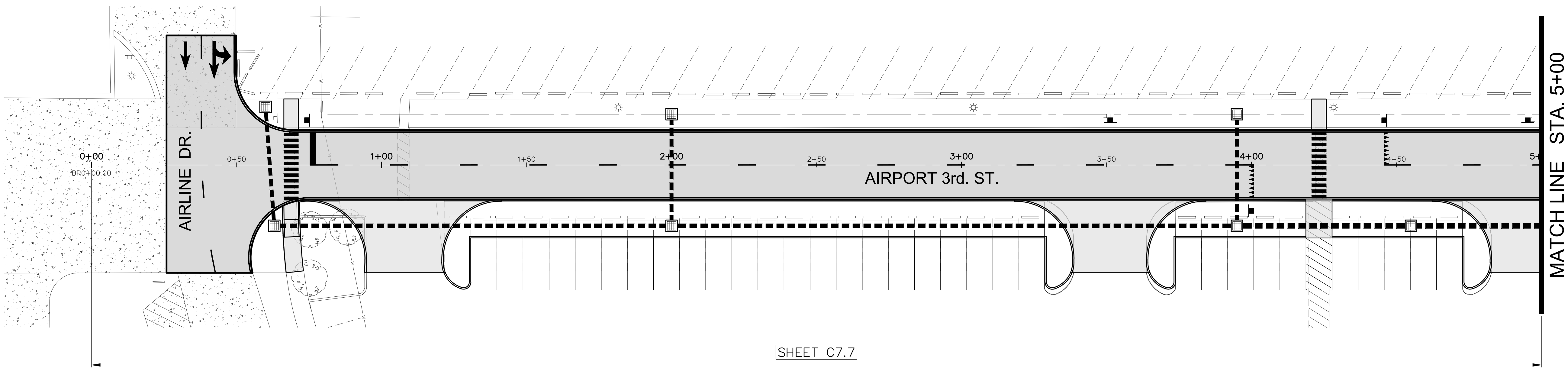
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REGIONAL AIRPORT

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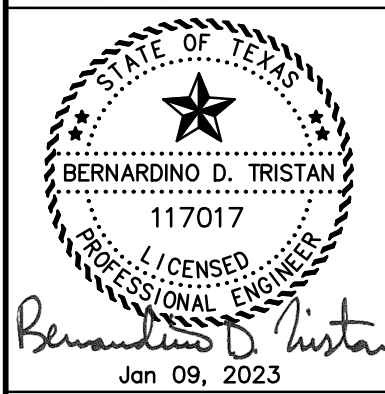
JERRY WARE DR.  
PROJECT  
LAYOUT  
STA. 15+00 - 25+30

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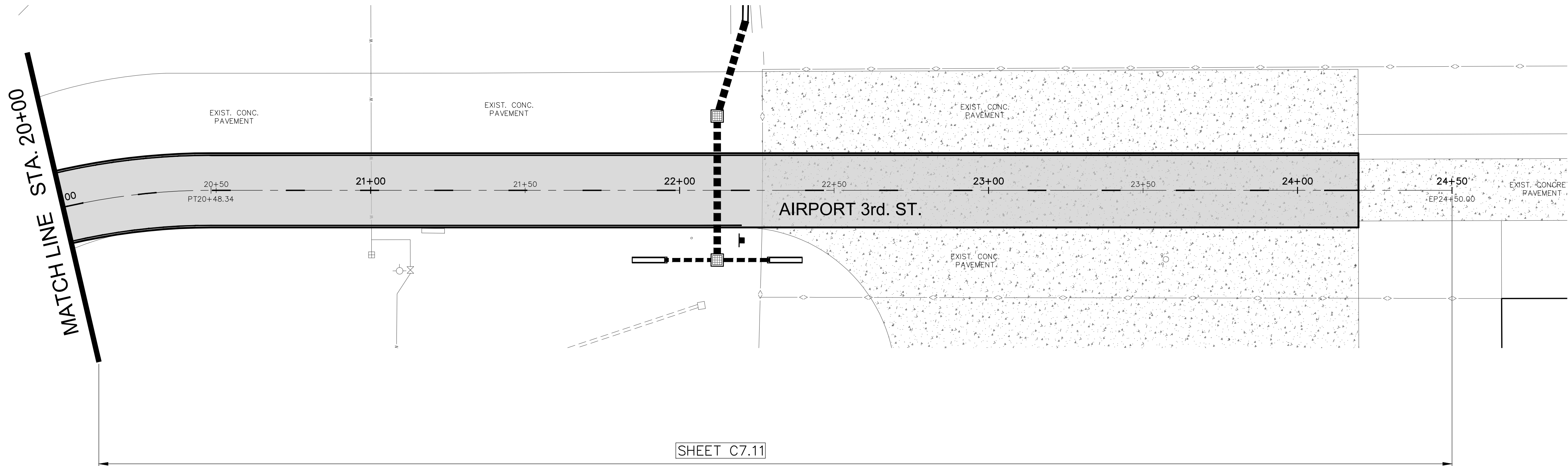
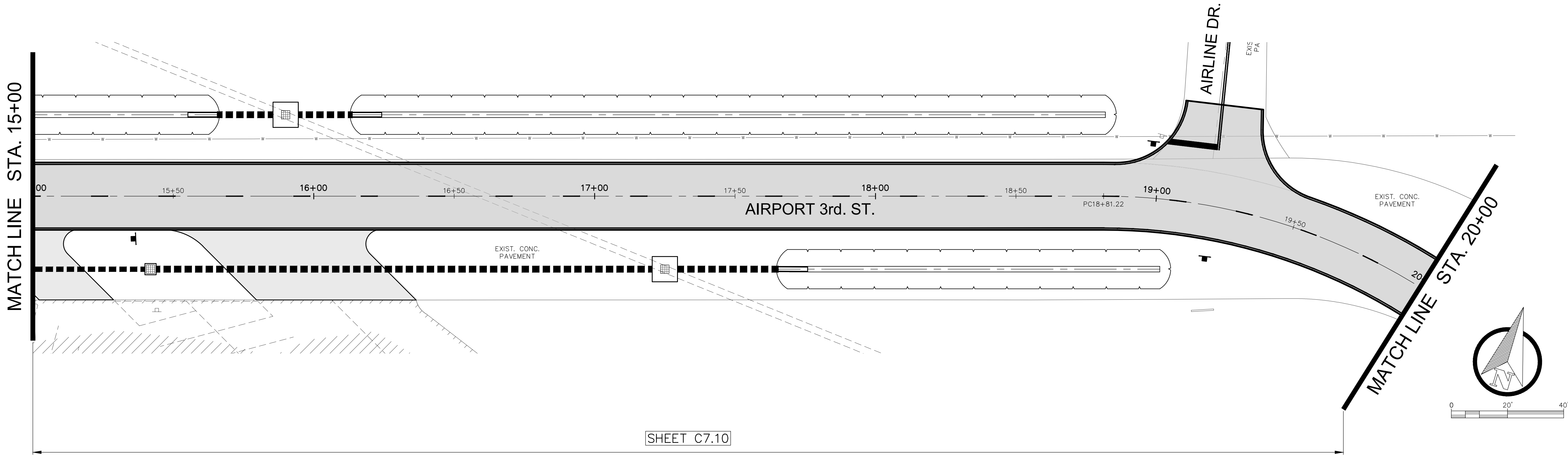


**JACK BROOKS**  
REGIONAL AIRPORT

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CHECK BY: B.T.  
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21200.000\_CE\_SITE  
AIRORT 3RD. ST.  
PROJECT  
LAYOUT  
STA. 0+00 - 15+00  
**C3.4**  
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G:\PROJECTS\21200 - JBRA LS Pavement Repairs\Civil Drawings\_Current\21200.000\_CE\_SITE.dwg Jan 09, 2023 02:10pm



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T.B.P.E. Firm #1160 T.X.L.S. Firm #100186

STATE OF TEXAS  
BERNARDINO D. TRISTAN  
117017  
LICENSED PROFESSIONAL ENGINEER  
Bernardino D. Tristan  
Jan 09, 2023

**JACK BROOKS**  
REGIONAL AIRPORT

FS PROJECT #  
21200.000  
DATE: Jan 09, 2023  
SCALE: 1" = 20'  
DRAWN BY: J.L.H.  
CHECK BY: B.T.  
FS DRAWING NAME:  
21200.000\_CE\_SITE  
AIRORT 3RD. ST.  
PROJECT  
LAYOUT  
STA. 15+00 - 24+50  
**C3.5**  
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ITEM 360: CONCRETE PAVEMENT

- Class P concrete shall be used for all concrete roadway pavements.
- Deformed reinforcement bar size, spacing and placement shall conform to Roadway Standards and Paving Details. Spacing adjustments may be required at the edges on both sides of the proposed concrete pavement lane widths as shown in the contract drawings.
- Wire mat reinforcements are not allowed for use on roadway construction for this project. Wire mat reinforcement will be allowed for use on driveways and sidewalk construction.
- The contractor may use transit mix concrete in accordance with the item "ready-mix plants".
- Where the pavement curb is left off for a later tie, provide the dowels or the tie bars as indicated on the paving detail sheets. The dowel bars and tie bars are subsidiary to the various bid items.
- Repair portions of the concrete pavement surfaces that are damaged while in a plastic state before that area receives permanent pavement markings and opens to traffic. Perform repairs that are structurally equivalent to and cosmetically uniform with the adjacent undamaged areas. Do not repair by grouting onto the surface.
- Set-retarding admixtures will not be allowed.
- Hand-finishing of concrete pavement will be permitted as directed by the engineer.
- Sawing of all joints shall begin as soon as sawing can be accomplished without damage to the pavement and completed before 12 hours has elapsed. Any random cracking of the pavement, which in the opinion of the engineer, is due to incomplete sawing operation shall be removed and replaced at the expense of the contractor.

- Class 5 self-leveling low modulus silicone sealant shall be used on this project.
- All longitudinal and transverse joints shall be sawed.
- Surface test Type "A" shall apply to this project.

- Concrete placement will not be permitted when impending weather conditions, in the opinion of the engineer, may result in rainfall or low temperatures which will impair the quality of the finishing work.
- The contractor shall have on the job site sufficient burlap or polyethylene fabric, as directed by the engineer, to cover a section of concrete pavement 600 feet long and 16 feet wide.

- Siliceous gravel will not be permitted in the mix design.

- The dowel support assemblies used in concrete pavement shall be constructed using number 1/0 (0.306 inch diameter) wire in the main vertical members. Dowels shall be rigidly supported in parallel positions and shall be welded on one end to support the frame. The weld attachment shall be made alternately on opposite ends of successive dowels. The support assembly shall be subject to the approval of the engineer.

- A minimum of 3/5th of each dowel bar shall be coated with hot-applied asphalt cement. The coating shall be placed on opposite ends of successive dowels.
- Saw cutting of all joints (transverse expansion joints, longitudinal construction joints, longitudinal sawed joints, transverse sawed joints and others) will not be paid for separately, but shall be considered subsidiary to pertinent items.

- Newly placed roadway pavement surfaces with crack(s) of any cause or nature will not be approved and accepted by the County. Crack(s) shall be repaired as shown on TxDOT Standard Full Depth Repair for Concrete Pavement (REPCP) - 14 before the acceptance of the project for maintenance by the Owner. This repair, including saw cutting of pavement full depth, reinforcing, tie and dowel bars, concrete and all incidental materials, saw cutting and sealing of joints, labor and equipment needed to complete the work shall be at the contractor's expense.

ITEM 400: EXCAVATION AND BACKFILL FOR STRUCTURES

- Structural excavation for pipes will not be paid for separately, but shall be considered subsidiary to pertinent items.
- As shown in the drawings, structural backfilling with cement stabilized backfill for pipes under roadway pavements and or outside roadway pavements around pipe zones will not be paid for separately, but will be considered subsidiary to pertinent items.
- Removal of existing storm sewer pipes as called for in the drawings will be paid for under the item for removal of pipes. Pipes removed under roadway pavements will be backfield with cement stabilized sand material up to the bottom of subgrade stabilization or base course. Pipes removed outside the roadway pavement will

be backfield with suitable excavated ordinary material up to finish grade line. Cement stabilized sand backfill will be compacted to fill all voids and ordinary soil material will be compacted at 8" lifts equal to the surrounding undisturbed soil condition. Backfilling of cement stabilized sand for trench underneath roadway pavement and ordinary soil materials for trench outside roadway pavement will not be paid for separately, but will be considered subsidiary to pertinent items.

ITEM 465: MANHOLES AND INLETS

- The use of precast storm sewer manholes and/or inlets will not be permitted in this project.
- Inlet and manhole "ring and cover" shall be gray cast iron of part no. as shown in the plans. The dimensions and descriptions are shown on the plans. Dimensions may vary to the extent determined by the engineer.
- Excavation will not be paid for directly but shall be considered subsidiary to this bid item.
- Cement stabilized backfill shall be required around all inlets. The stabilized backfill shall not be paid for directly but shall be considered subsidiary to pertinent bid items.
- If building manholes or inlets in graded areas, first construct them to an elevation at least 4 in. above the top of the highest entering pipe and cover with a wooden cover. Complete the construction of such manholes or inlets to the finished elevation when completing the grading work for such manholes or inlets. Adjust the final elevation, if required, since this elevation is approximate.
- Construct manholes and inlets in paved areas to an elevation so their temporary wooden covers are flush with the surface of the base material.
- Do not leave excavations or trenches open overnight.

ITEM 500: MOBILIZATION

- Mobilization shall not exceed ten (10) percent of the total construction items amount.

ITEM 502: BARRICADES, SIGNS, AND TRAFFIC HANDLING

- Submit changes to the traffic control plan to the Engineer. Provide a layout showing the construction phasing, signs, striping, and signalizations for changes to the original traffic control plan.
- Furnish and maintain the barricades and warning signs, including the necessary temporary and portable traffic control devices, during the various phases of construction. Place and construct these barricades and warning signs in accordance with the latest "Texas Manual on Uniform Traffic Control Devices for Streets and Highways" for typical construction layouts.
- Furnish additional barricades and signs to maintain traffic and motorists' safety when directed by the Engineer. Consider payment for these additional signs and barricades subsidiary to Item 502.
- Cover work zone signs when work related to the signs is not in progress, or when any hazard related to the signs no longer exists.
- Keep the delineation devices, signs, and pavement markings clean. This work is subsidiary to the Item, "Barricades, Signs, and Traffic Handling".
- If a section is not complete before the end of the workday, pull back the base material to the existing pavement edge on a 6H:1V slope. Edge drop-offs during the hours of darkness are not permitted.
- Do not mount signs on drums or barricades, except those listed in the latest Barricades and Construction standard sheets.

- Use traffic cones for daytime work only. Replace the cones with plastic drums during nighttime hours.
- Place positive barriers to protect drop-off conditions greater than 2 ft. within the clear zone that remain overnight. The traffic control plan (TCP) shall conform to the BC (1) - (12) standards and part VI of the Current Texas Manual Of Uniform Traffic Control Devices.

- Remove all traffic control devices from the roadway, off of the right of way, when they are not in use. Devices scheduled to be used within 3 days may be placed along the shoulder of the roadway or right of way when not in use, or stored in other approved areas on the project. Cover any construction signs that are not in effect that are installed in a fashion that will not allow them to be removed from the right of way easily.

- Use vertical panels instead of cones as traffic control devices.
- Construct all work zone signs, sign supports, and barricades from material other than wood unless approved by the engineer.

- Galvanize steel supports if used. Aluminum posts, if used, shall meet the following minimum thickness requirements:

Square Feet	Minimum Thickness
Less Than 7.5	0.080 Inches
7.5 To 1.5	0.100 Inches
Greater Than 1.5	0.125 Inches

- Plan the sequence of work so as to minimize inconvenience to the traveling public. Any changes to the traffic control plan shown in the plans must be approved in writing by the Engineer. Submit the revised plan for approval to the Engineer.

- The approval by the engineer of the method and procedure the contractor plans to use to handle or detour traffic will not relieve the contractor of his responsibility for the protection of the traveling public.

- Install temporary fence around the open pit by the end of each working day to safeguard pedestrian using the sidewalk. No payment shall be made for this work directly, but will be consider subsidiary to this item.

- Temporary traffic signalization as shown in the plans and Additional temporary traffic signalization not shown in the plans that is required to meet actual site conditions as directed by the engineer will not be measured or paid for separately, but will be considered subsidiary to this pay item.

- The Contractor shall submit to the County prior to start of any construction work, a hauling truck and construction vehicles route plan. This route plan shall show streets to be taken for trucks and vehicles either empty or hauling materials going in or out the construction areas scope of work. The Streets that are to be used as truck and vehicle routes shall be truck loads roadway bearing pavements. Upon approval of the Engineer, this truck routing plan will be strictly implemented. Any changes that is required as construction phases progresses will be reviewed and approved by the Engineer. This work will not be measured or paid for separately, but will be considered subsidiary to this pay item. Construction Exit shall be paid for under Item 506.

- The Contractor shall prepare proposed revised traffic Detour Plan for the construction of Airport Pavement Replacement project. This shall be coincidental with the construction progress of work phases. Any addition barricades, warning and detour signs, including the necessary temporary and portable traffic control devices to detour and control traffic during the construction of the Jerry Ware Drive and 3rd Street Pavement Replacement Project will not be measured or paid for separately, but will be considered subsidiary to this pay item.

- Additional Barricades, warning and detour signs, including the necessary temporary and portable traffic control devices to detour and control traffic along 1st Street, Jerry Ware Drive and 3rd Street during the construction of County Utilities as required by the Engineer within limits and scope of project work will not be measured or paid for separately, but will be considered subsidiary to this pay item. Water and Sanitary Sewer installations will be paid under its respective Items. Temporary Asphalt Pavement restoration and Temporary Pavement Markings will be paid under its respective Items.

ITEM 506: TEMPORARY EROSION, SEDIMENTATION AND ENVIRONMENTAL CONTROL

- A Storm Water Pollution Prevention Plan (SWP3) is required for submittal when the disturbed area is 1 acre and greater, with the "Notice of Intent" (NOI) as required. The NOI will be completed and filed by the Contractor at the contractor's own expense.
- Use appropriate measures to prevent, minimize, and control the spill of hazardous materials in the construction staging area. Remove and dispose of materials in compliance with State and Federal laws.

- Before starting construction, review with the Engineer the SW3P used for temporary erosion control as outlined on the plans. Before construction, place the temporary erosion and sedimentation control management practices as shown on the SWP3.

- Before starting grading operations and during the project duration, place the temporary or permanent erosion control measures to prevent sediment from leaving the right of way.

- Implement temporary and permanent erosion control measures to comply with the Texas Pollution Discharge Elimination System (TPDES) general permit.

- Schedule the sodding work as soon as possible after completing earthwork operations, restore and sod the disturbed areas in accordance with the County's specifications for permanent or temporary erosion control.

ITEM 530: INTERSECTIONS, DRIVEWAYS, AND TURNOUTS

- Saw cutting of concrete and asphalt pavement at break back line as shown in the drawings for Intersections, Driveways and Turnouts shall not be paid for separately, but shall be subsidiary to

this unit bid item. Any additional modifications and incidental saw cutting of concrete and asphalt pavement at intersections, driveways, and turnouts required to meet existing site conditions, construction grade standards as shown in the drawings and as directed by the engineer will not be measured or paid for directly but will be subsidiary to pertinent items.

- Any additional saw cutting of existing driveways pavements beyond Right of Way lines inside private property as permitted by the owner, not shown in the drawings as determined and ordered by the Engineer to meet standard grade requirements will not be measured or paid for directly but will be subsidiary to pertinent items.

ITEM 585: RIDE QUALITY FOR PAVEMENT SURFACES - TXDOT PAVEMENTS

- Service Roads and Ramps. Use Surface Test Type A (10 ft straight edge) on service roads and ramps. Short Projects. Use Surface Test Type A when project pavement length is less than 2,500 ft.

ITEM 644: SMALL ROADSIDE SIGN SUPPORTS AND ASSEMBLIES

- Sign locations shown on the plans are approximate before placing them, obtain approval of the engineer and then stake the exact locations for these signs. For this project, existing signs shall be removed, stored, and replaced. Any signs or posts damaged during the removal or storage process shall be replaced with identical products at the contractor's expense. All expenses, equipment, materials, and appurtenances required to remove and replace the existing small road signs will be paid for under this item.

- Use the Texas universal triangular slip base with the concrete foundation for small ground mounted signs, unless otherwise shown in the plans.

- When design details are not shown on the plans, provide signs and arrows conforming to the latest "Standard Highway Sign Designs for Texas" manual.

ITEM 666: RETROREFLECTORIZED PAVEMENT MARKINGS

- Furnish Type II drop-on glass beads per TxDOT Specifications.

ITEM 677: ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS

- Remove all contaminates and loose material. Consider this work to be subsidiary to the various bid items of the contract.
- Remove existing raised pavement markers where indicated prior to the addition of the asphaltic pavement or seal coat. Dispose of the removed markers form the project at the end of each workday. Consider this work to be subsidiary to the various bid items of the contract.

ITEM 760: DITCH CLEANING AND RESHAPING

- This item will be used to clean and regrade the existing ditches to the grades as shown in plans to provide adequate drainage for the existing and/or proposed roadway. Any excavation and backfill will be considered subsidiary and included in the price per linear foot.

- This item will be used as shown in plans when ditch to filled or excavated. Fill material shall be in accordance with Item 110 Excavation but will be included in the cost per linear foot in this item to depths shown in plans to provide proper drainage.

End of General Notes

GOVERNING CONSTRUCTION SPECIFICATIONS

The governing construction specifications applicable to this work are the Texas Department of Transportation (TxDOT) 2014 Standard Specifications for Construction of Highways, Streets and Bridges as adopted by the State of Texas.

These items which are listed below and which are contained in the TX DOT 2004 Standard Specifications are hereby adopted and made part of the Contract Documents to the same extent as if they were herein reproduced in full subject to such modifications, revisions or supplements as may appear in the section entitled Special Provisions in these Contract Documents to follow:

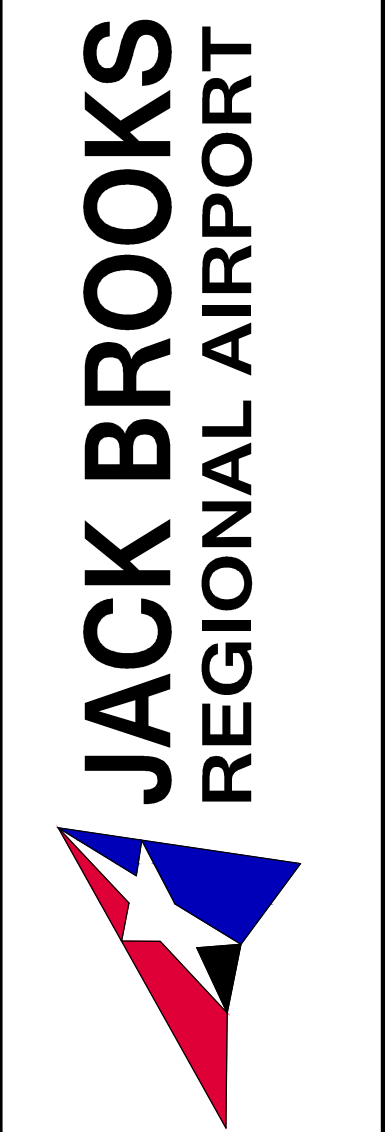
Standard Specifications:

- Item 100 Preparing Right of Way
- Item 104 Removing Concrete
- Item 105 Removing Treated and Untreated Base and Asphalt Pavement

- Item 110 Excavation (132)
- Item 134 Backfilling Pavement Edges
- Item 164 Seeding for Erosion Control
- Item 168 Vegetative Watering
- Item 210 Rolling
- Item 216 Proof Rolling
- Item 247 Flexible Base
- Item 260 Lime Treatment
- Item 276 Cement Treatment (Plant Mix) (204)(210)(216)(300)(520)
- Item 300 Asphalts, Oils, and Emulsions
- Item 340 Dense-Graded Hot-Mix Asphalt (Method) (300)(301)(320)(520)(585)
- Item 354 Planning and Texturing Pavement
- Item 360 Concrete Pavement (421)(420)(438)(440)(529)
- Item 400 Excavation and Backfill for Structures (132)(402)
- Item 438 Cleaning and Sealing Joints
- Item 440 Reinforcing Steel
- Item 465 Junction Boxes, Manholes and Inlets (420)(421)(427)(440)(442)(471)
- Item 471 Frames, Grates, Rings, and Cover
- Item 500 Mobilization
- Item 502 Barricades, Signs, & Traffic Handle
- Item 506 Temporary Erosion, Sedimentation and Environmental Control
- Item 529 Concrete Curb and Gutter (360)(420)(421)(440)
- Item 530 Driveways and Turnouts (247)(276)(360)(421)(440)
- Item 585 Ride Quality for Pavement Surfaces
- Item 636 Signs
- Item 666 Retroreflectorized Pavement Markings
- Item 678 Pavement Surface Preparation Surfaces

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FS PROJECT #	21200.000
DATE:	Jan 09, 2023
SCALE:	N.T.S.
DRAWN BY:	J.L.H.
CHECK BY:	B.T.

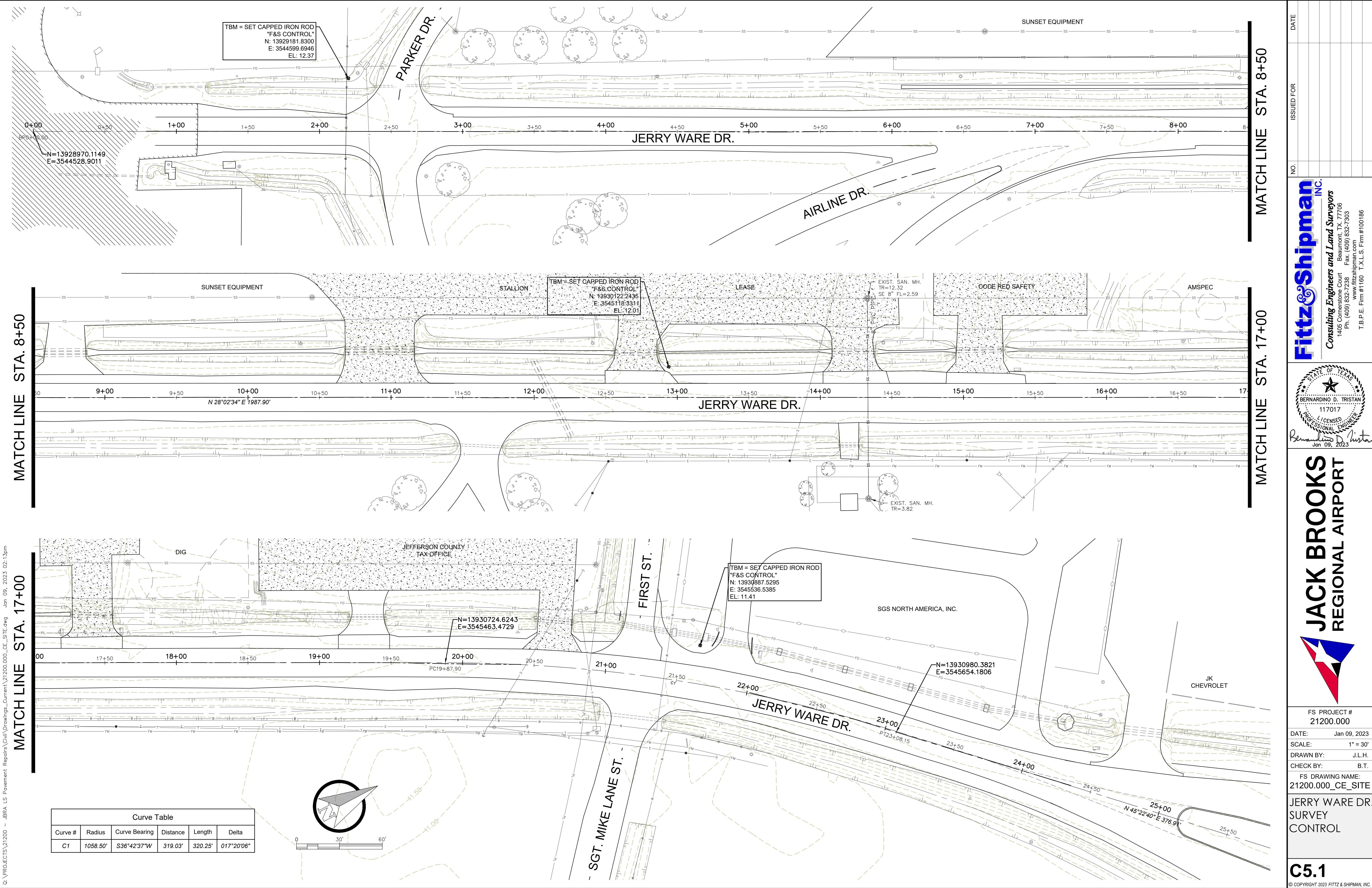
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21200.000\_CE\_QUANTITIES & NOTES

GENERAL NOTES

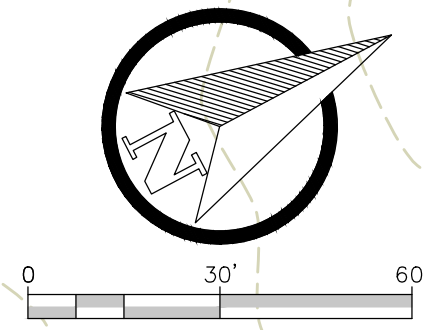
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Curve Table					
Curve #	Radius	Curve Bearing	Distance	Length	Delta
C1	1058.50'	S36°42'37"W	319.03'	320.25'	017°20'06"



DATE

ISSUED FOR

NO.

INC.

Fittz & Shipman

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STATE OF TEXAS

BERNARDINO D. TRISTAN

117017

PROFESSIONAL ENGINEER

Bernardino D. Tristan

Jan 09, 2023

JACK BROOKS

REGIONAL AIRPORT

FS PROJECT #  
21200.000

DATE: Jan 09, 2023

SCALE: 1" = 30'

DRAWN BY: J.L.H.

CHECK BY: B.T.

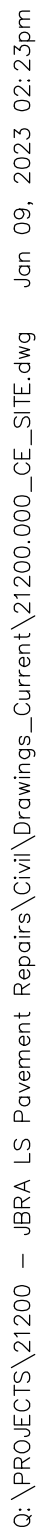
FS DRAWING NAME:  
21200.000\_CE\_SITE

JERRY WARE DR.  
SURVEY  
CONTROL

C5.1

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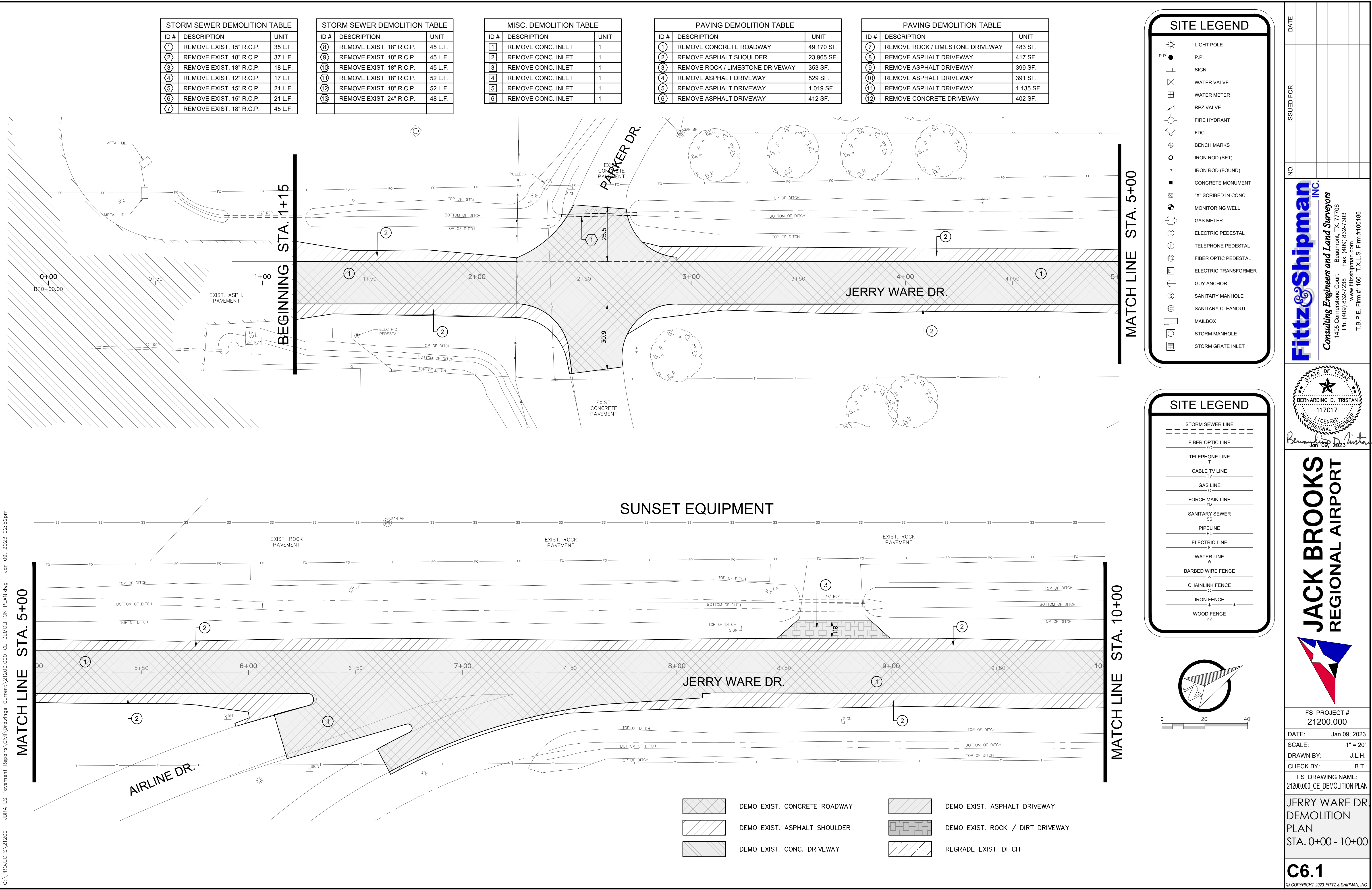


FB 23-009/JW.LANDSIDE ROAD PAVEMENT REPAIRS-JBRA  
PAGE 107 OF 190

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DATE

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NO.

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STATE OF TEXAS  
BERNARDINO D. TRISTAN  
117017  
LICENSED PROFESSIONAL ENGINEER

Bernardino D. Tristan  
Jan 09, 2023

**JACK BROOKS**  
REGIONAL AIRPORT

FS PROJECT #  
21200.000

DATE: Jan 09, 2023

SCALE: 1" = 20'

DRAWN BY: J.L.H.

CHECK BY: B.T.

FS DRAWING NAME:  
21200.000\_CE\_DEMOLITION PLAN

JERRY WARE DR.  
DEMOLITION  
PLAN  
STA. 0+00 - 10+00

C6.1

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MATCH LINE STA. 10+00

MATCH LINE STA. 15+00

MATCH LINE STA. 15+00

MATCH LINE STA. 20+00

STORM SEWER DEMOLITION TABLE		
ID #	DESCRIPTION	UNIT
①	REMOVE EXIST. 15" R.C.P.	35 L.F.
②	REMOVE EXIST. 18" R.C.P.	37 L.F.
③	REMOVE EXIST. 18" R.C.P.	18 L.F.
④	REMOVE EXIST. 12" R.C.P.	17 L.F.
⑤	REMOVE EXIST. 15" R.C.P.	21 L.F.
⑥	REMOVE EXIST. 15" R.C.P.	21 L.F.
⑦	REMOVE EXIST. 18" R.C.P.	45 L.F.

STORM SEWER DEMOLITION TABLE		
ID #	DESCRIPTION	UNIT
⑧	REMOVE EXIST. 18" R.C.P.	45 L.F.
⑨	REMOVE EXIST. 18" R.C.P.	45 L.F.
⑩	REMOVE EXIST. 18" R.C.P.	45 L.F.
⑪	REMOVE EXIST. 18" R.C.P.	52 L.F.
⑫	REMOVE EXIST. 18" R.C.P.	52 L.F.
⑬	REMOVE EXIST. 24" R.C.P.	48 L.F.

MISC. DEMOLITION TABLE		
ID #	DESCRIPTION	UNIT
①	REMOVE CONC. INLET	1
②	REMOVE CONC. INLET	1
③	REMOVE CONC. INLET	1
④	REMOVE CONC. INLET	1
⑤	REMOVE CONC. INLET	1
⑥	REMOVE CONC. INLET	1

PAVING DEMOLITION TABLE		
ID #	DESCRIPTION	UNIT
①	REMOVE CONCRETE ROADWAY	49,170 SF.
②	REMOVE ASPHALT SHOULDER	23,965 SF.
③	REMOVE ROCK / LIMESTONE DRIVEWAY	353 SF.
④	REMOVE ASPHALT DRIVEWAY	529 SF.
⑤	REMOVE ASPHALT DRIVEWAY	1,019 SF.
⑥	REMOVE ASPHALT DRIVEWAY	412 SF.

PAVING DEMOLITION TABLE		
ID #	DESCRIPTION	UNIT
⑦	REMOVE ROCK / LIMESTONE DRIVEWAY	483 SF.
⑧	REMOVE ASPHALT DRIVEWAY	417 SF.
⑨	REMOVE ASPHALT DRIVEWAY	399 SF.
⑩	REMOVE ASPHALT DRIVEWAY	391 SF.
⑪	REMOVE ASPHALT DRIVEWAY	1,135 SF.
⑫	REMOVE CONCRETE DRIVEWAY	402 SF.

SITE LEGEND

LIGHT POLE

P.P.

SIGN

WATER VALVE

WATER METER

RPZ VALVE

FIRE HYDRANT

FDC

BENCH MARKS

IRON ROD (SET)

IRON ROD (FOUND)

CONCRETE MONUMENT

\*X\* SCRIBED IN CONC

MONITORING WELL

GAS METER

ELECTRIC PEDESTAL

TELEPHONE PEDESTAL

FIBER OPTIC PEDESTAL

ELECTRIC TRANSFORMER

GUY ANCHOR

SANITARY MANHOLE

SANITARY CLEANOUT

MAILBOX

STORM MANHOLE

STORM GRATE INLET

SITE LEGEND

STORM SEWER LINE

FIBER OPTIC LINE

TELEPHONE LINE

CABLE TV LINE

GAS LINE

FORCE MAIN LINE

SANITARY SEWER

PIPELINE

ELECTRIC LINE

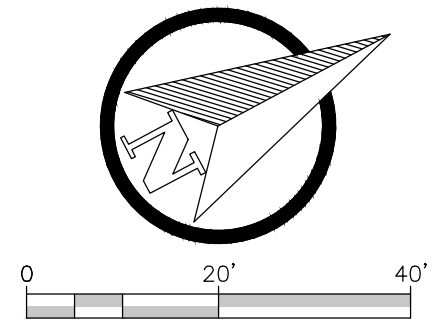
WATER LINE

BARBED WIRE FENCE

CHAINLINK FENCE

IRON FENCE

WOOD FENCE



DEMO EXIST. CONCRETE ROADWAY

DEMO EXIST. ASPHALT SHOULDER

DEMO EXIST. CONC. DRIVEWAY

DEMO EXIST. ASPHALT DRIVEWAY

DEMO EXIST. ROCK / DIRT DRIVEWAY

REGRADE EXIST. DITCH

DATE

ISSUED FOR

NO.

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Beaumont, TX 77706

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JACK BROOKS

REGIONAL AIRPORT

FS PROJECT # 21200.000

DATE: Jan 09, 2023

SCALE: 1" = 20'

DRAWN BY: J.L.H.

CHECK BY: B.T.

FS DRAWING NAME: 21200.000\_CE\_DEMOLITION PLAN

JERRY WARE DR. DEMOLITION PLAN

STA. 10+00 - 20+00

C6.2

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SITE LEGEND

LIGHT POLE

P.P.

SIGN

WATER VALVE

WATER METER

RPZ VALVE

FIRE HYDRANT

FDC

BENCH MARKS

IRON ROD (SET)

IRON ROD (FOUND)

CONCRETE MONUMENT

"X" SCRIBED IN CONC

MONITORING WELL

GAS METER

ELECTRIC PEDESTAL

TELEPHONE PEDESTAL

FIBER OPTIC PEDESTAL

ELECTRIC TRANSFORMER

GUY ANCHOR

SANITARY MANHOLE

SANITARY CLEANOUT

MAILBOX

STORM MANHOLE

STORM GRATE INLET

SITE LEGEND

STORM SEWER LINE

FIBER OPTIC LINE

TELEPHONE LINE

CABLE TV LINE

GAS LINE

FORCE MAIN LINE

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PIPELINE

ELECTRIC LINE

WATER LINE

BARBED WIRE FENCE

CHAINLINK FENCE

IRON FENCE

WOOD FENCE

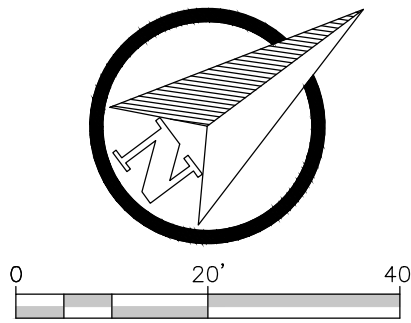
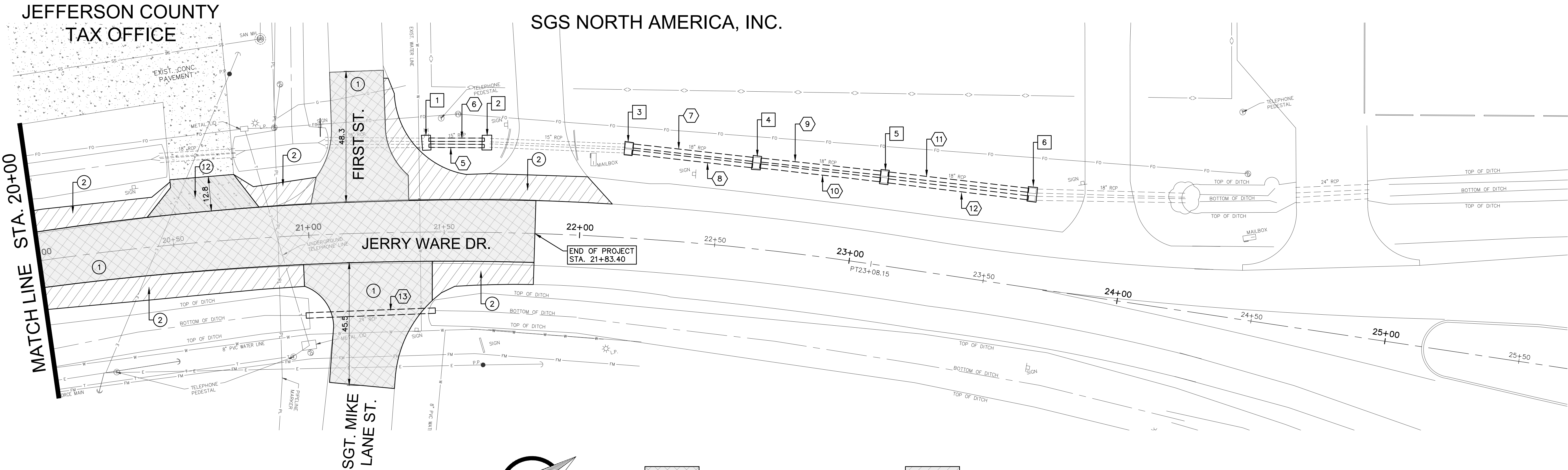
ID #	DESCRIPTION	UNIT
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2	REMOVE EXIST. 18" R.C.P.	37 L.F.
3	REMOVE EXIST. 18" R.C.P.	18 L.F.
4	REMOVE EXIST. 12" R.C.P.	17 L.F.
5	REMOVE EXIST. 15" R.C.P.	21 L.F.
6	REMOVE EXIST. 15" R.C.P.	21 L.F.
7	REMOVE EXIST. 18" R.C.P.	45 L.F.

ID #	DESCRIPTION	UNIT
8	REMOVE EXIST. 18" R.C.P.	45 L.F.
9	REMOVE EXIST. 18" R.C.P.	45 L.F.
10	REMOVE EXIST. 18" R.C.P.	45 L.F.
11	REMOVE EXIST. 18" R.C.P.	52 L.F.
12	REMOVE EXIST. 18" R.C.P.	52 L.F.
13	REMOVE EXIST. 24" R.C.P.	48 L.F.

ID #	DESCRIPTION	UNIT
1	REMOVE CONC. INLET	1
2	REMOVE CONC. INLET	1
3	REMOVE CONC. INLET	1
4	REMOVE CONC. INLET	1
5	REMOVE CONC. INLET	1
6	REMOVE CONC. INLET	1

ID #	DESCRIPTION	UNIT
1	REMOVE CONCRETE ROADWAY	49,170 SF.
2	REMOVE ASPHALT SHOULDER	23,965 SF.
3	REMOVE ROCK / LESTONE DRIVEWAY	353 SF.
4	REMOVE ASPHALT DRIVEWAY	529 SF.
5	REMOVE ASPHALT DRIVEWAY	1,019 SF.
6	REMOVE ASPHALT DRIVEWAY	412 SF.

ID #	DESCRIPTION	UNIT
7	REMOVE ROCK / LESTONE DRIVEWAY	483 SF.
8	REMOVE ASPHALT DRIVEWAY	417 SF.
9	REMOVE ASPHALT DRIVEWAY	399 SF.
10	REMOVE ASPHALT DRIVEWAY	391 SF.
11	REMOVE ASPHALT DRIVEWAY	1,135 SF.
12	REMOVE CONCRETE DRIVEWAY	402 SF.



	DEMO EXIST. CONCRETE ROADWAY		DEMO EXIST. ASPHALT DRIVEWAY
	DEMO EXIST. ASPHALT SHOULDER		DEMO EXIST. ROCK / DIRT DRIVEWAY
	DEMO EXIST. CONC. DRIVEWAY		REGRADE EXIST. DITCH

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T.B.P.E. Firm #1160 T.X.L.S. Firm #100186

STATE OF TEXAS

BERNARDINO D. TRISTAN

117017

PROFESSIONAL ENGINEER

Bernardino D. Tristan

Jan 09, 2023

JACK BROOKS

REGIONAL AIRPORT

FS PROJECT #  
21200.000

DATE: Jan 09, 2023

SCALE: 1" = 20'

DRAWN BY: J.L.H.

CHECK BY: B.T.

FS DRAWING NAME:  
21200.000\_CE\_DEMOLITION PLAN

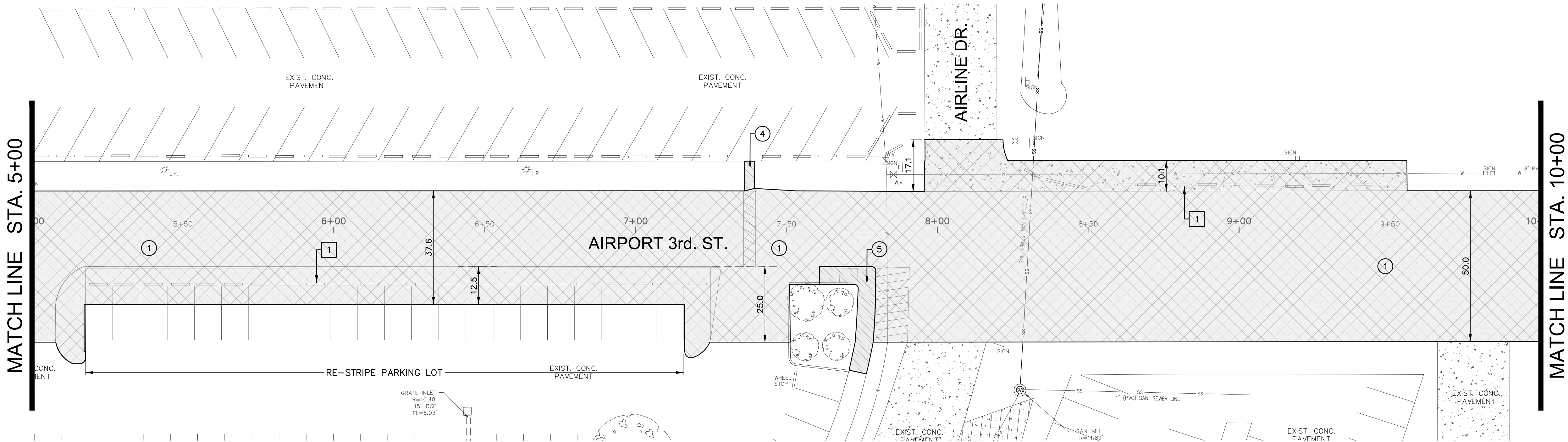
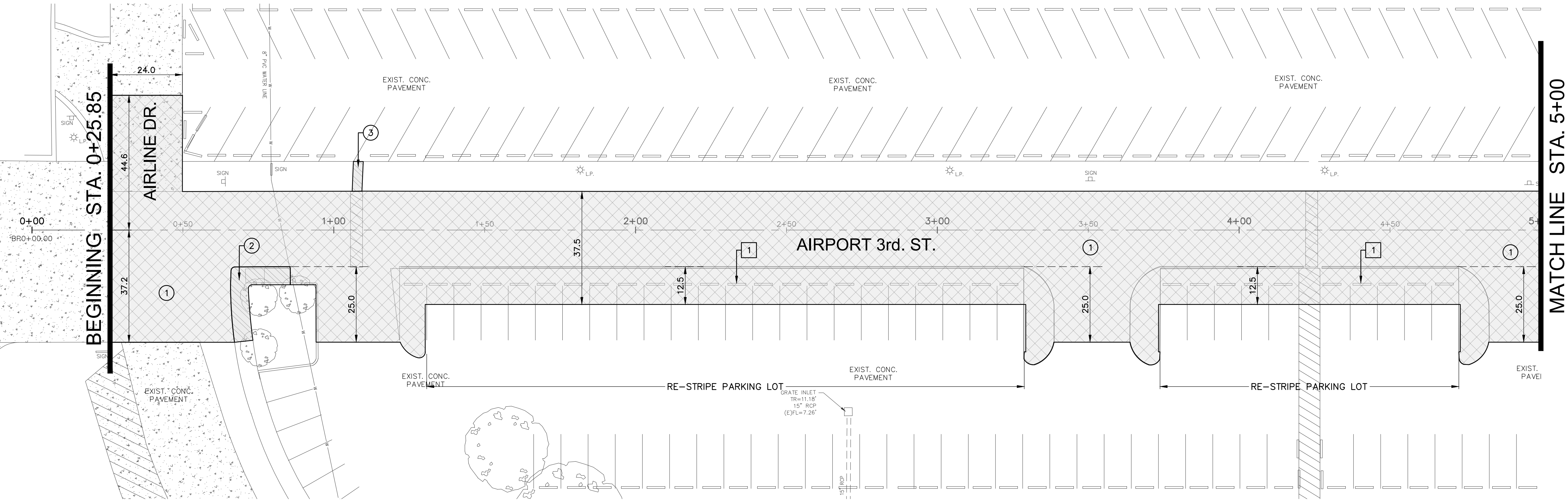
JERRY WARE DR.  
DEMOLITION  
PLAN  
STA. 20+00 - 25+50

C6.3

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MATCH LINE STA. 5+00



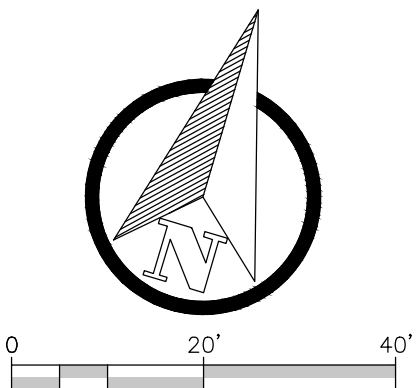
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	DEMO EXIST. ASPHALT SHOULDER		DEMO EXIST. ROCK / DIRT DRIVEWAY
	DEMO EXIST. CONC. SIDEWALK		REGRADE EXIST. DITCH

PAVING DEMOLITION TABLE		
ID #	DESCRIPTION	UNIT
①	REMOVE CONCRETE ROADWAY	116,140 SF.
②	REMOVE CONCRETE SIDEWALK	230 SF.
③	REMOVE CONCRETE SIDEWALK	32 SF.
④	REMOVE CONCRETE SIDEWALK	31 SF.
⑤	REMOVE CONCRETE SIDEWALK	283 SF.
⑥		
⑦		

MISC. DEMOLITION TABLE		
ID #	DESCRIPTION	UNIT
①	REMOVE CONC. WHEEL STOPS	69
②		
③		

SITE LEGEND	
	LIGHT POLE
	P.P.
	SIGN
	WATER VALVE
	WATER METER
	RPZ VALVE
	FIRE HYDRANT
	FDC
	BENCH MARKS
	IRON ROD (SET)
	IRON ROD (FOUND)
	CONCRETE MONUMENT
	"X" SCRIBED IN CONC
	MONITORING WELL
	GAS METER
	ELECTRIC PEDESTAL
	TELEPHONE PEDESTAL
	FIBER OPTIC PEDESTAL
	ELECTRIC TRANSFORMER
	GUY ANCHOR
	SANITARY MANHOLE
	SANITARY CLEANOUT
	MAILBOX
	STORM MANHOLE
	STORM GRATE INLET

SITE LEGEND	
	STORM SEWER LINE
	FIBER OPTIC LINE
	TELEPHONE LINE
	CABLE TV LINE
	GAS LINE
	FORCE MAIN LINE
	SANITARY SEWER
	PIPELINE
	ELECTRIC LINE
	WATER LINE
	BARBED WIRE FENCE
	CHAINLINK FENCE
	IRON FENCE
	WOOD FENCE



DATE

ISSUED FOR

NO.

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www.fittzshipman.com  
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BERNARDINO D. TRISTANO  
117017  
LICENSED PROFESSIONAL ENGINEER  
Jan 09, 2023

**JACK BROOKS**  
REGIONAL AIRPORT

FS PROJECT #  
21200.000

DATE: Jan 09, 2023

SCALE: 1" = 20'

DRAWN BY: J.L.H.

CHECK BY: B.T.

FS DRAWING NAME:  
21200.000\_CE\_DEMOLITION PLAN

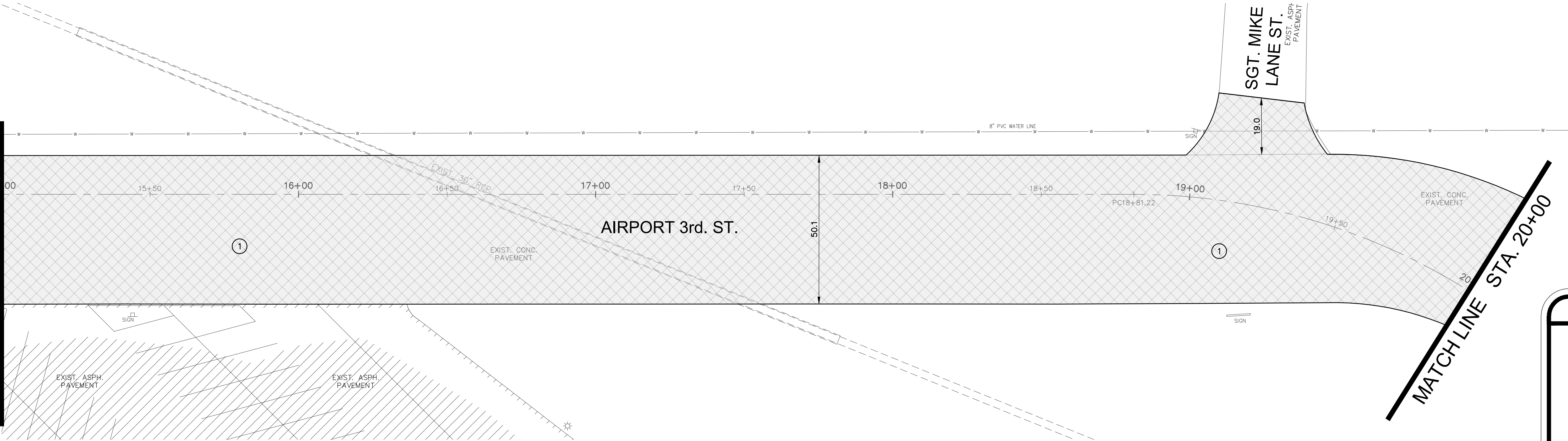
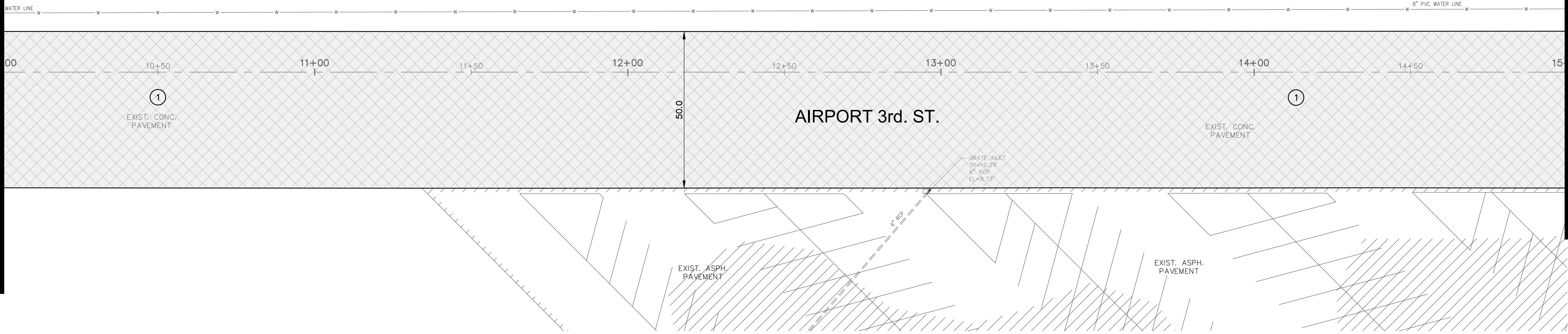
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DEMOLITION  
PLAN  
STA. 0+00 - 10+00

**C6.4**  
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MATCH LINE STA. 10+00

MATCH LINE STA. 15+00



	DEMO EXIST. CONCRETE ROADWAY		DEMO EXIST. ASPHALT DRIVEWAY
	DEMO EXIST. ASPHALT SHOULDER		DEMO EXIST. ROCK / DIRT DRIVEWAY
	DEMO EXIST. CONC. SIDEWALK		REGRADE EXIST. DITCH

PAVING DEMOLITION TABLE		
ID #	DESCRIPTION	UNIT
①	REMOVE CONCRETE ROADWAY	116,140 SF.
②	REMOVE CONCRETE SIDEWALK	230 SF.
③	REMOVE CONCRETE SIDEWALK	32 SF.
④	REMOVE CONCRETE SIDEWALK	31 SF.
⑤	REMOVE CONCRETE SIDEWALK	283 SF.
⑥		
⑦		

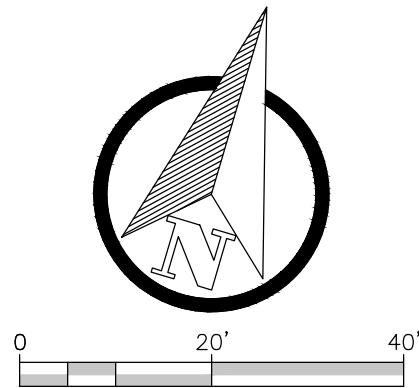
MISC. DEMOLITION TABLE		
ID #	DESCRIPTION	UNIT
①	REMOVE CONC. WHEEL STOPS	69
②		
③		

SITE LEGEND

- LIGHT POLE
- P.P.
- SIGN
- WATER VALVE
- WATER METER
- RPZ VALVE
- FIRE HYDRANT
- FDC
- BENCH MARKS
- IRON ROD (SET)
- IRON ROD (FOUND)
- CONCRETE MONUMENT
- \*"X" SCRIBED IN CONC
- MONITORING WELL
- GAS METER
- ELECTRIC PEDESTAL
- TELEPHONE PEDESTAL
- FIBER OPTIC PEDESTAL
- ELECTRIC TRANSFORMER
- GUY ANCHOR
- SANITARY MANHOLE
- SANITARY CLEANOUT
- MAILBOX
- STORM MANHOLE
- STORM GRATE INLET

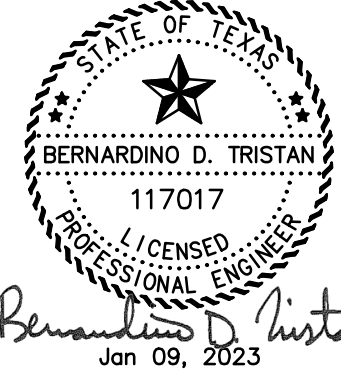
SITE LEGEND

- STORM SEWER LINE
- FIBER OPTIC LINE
- TELEPHONE LINE
- CABLE TV LINE
- GAS LINE
- FORCE MAIN LINE
- SANITARY SEWER
- PIPELINE
- ELECTRIC LINE
- WATER LINE
- BARBED WIRE FENCE
- CHAINLINK FENCE
- IRON FENCE
- WOOD FENCE



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**JACK BROOKS**  
REGIONAL AIRPORT

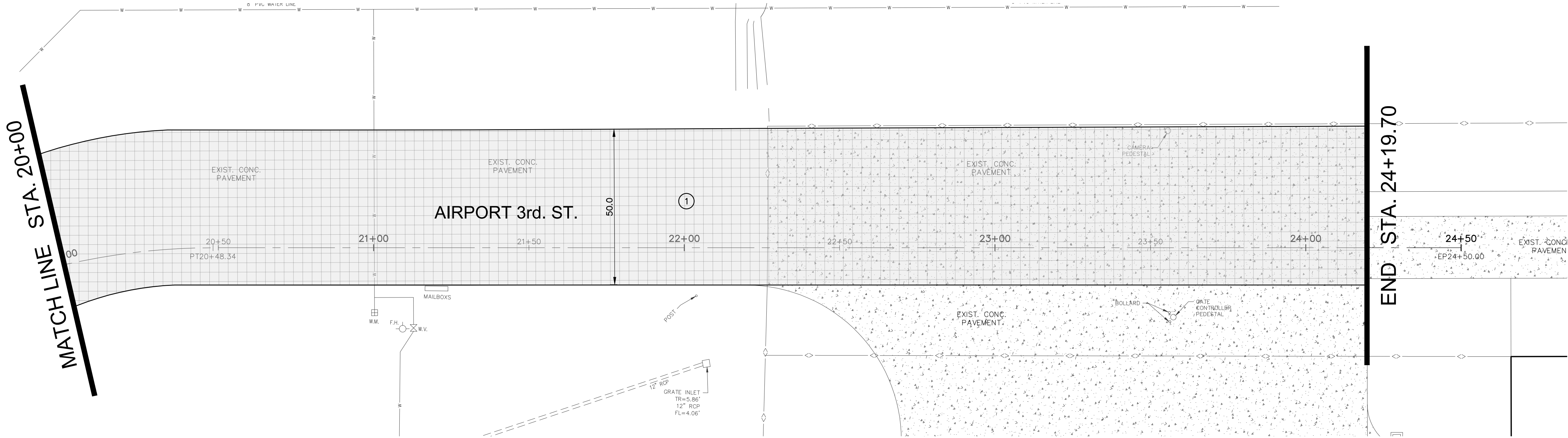
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21200.000  
DATE: Jan 09, 2023  
SCALE: 1" = 20'  
DRAWN BY: J.L.H.  
CHECK BY: B.T.  
FS DRAWING NAME:  
21200.000\_CE\_DEMOLITION PLAN

AIRPORT 3RD ST.  
DEMOLITION  
PLAN  
STA. 10+00 - 20+00

**C6.5**



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- |  |                              |  |                                  |
|--|------------------------------|--|----------------------------------|
|  | DEMO EXIST. CONCRETE ROADWAY |  | DEMO EXIST. ASPHALT DRIVEWAY     |
|  | DEMO EXIST. ASPHALT SHOULDER |  | DEMO EXIST. ROCK / DIRT DRIVEWAY |
|  | DEMO EXIST. CONC. SIDEWALK   |  | REGRADE EXIST. DITCH             |

PAVING DEMOLITION TABLE		
ID #	DESCRIPTION	UNIT
①	REMOVE CONCRETE ROADWAY	116,140 SF.
②	REMOVE CONCRETE SIDEWALK	230 SF.
③	REMOVE CONCRETE SIDEWALK	32 SF.
④	REMOVE CONCRETE SIDEWALK	31 SF.
⑤	REMOVE CONCRETE SIDEWALK	283 SF.
⑥		
⑦		

MISC. DEMOLITION TABLE		
ID #	DESCRIPTION	UNIT
①	REMOVE CONC. WHEEL STOPS	69
②		
③		

SITE LEGEND

LIGHT POLE

P.P.

SIGN

WATER VALVE

WATER METER

RPZ VALVE

FIRE HYDRANT

FDC

BENCH MARKS

IRON ROD (SET)

IRON ROD (FOUND)

CONCRETE MONUMENT

"X" SCRIBED IN CONC

MONITORING WELL

GAS METER

ELECTRIC PEDESTAL

TELEPHONE PEDESTAL

FIBER OPTIC PEDESTAL

ELECTRIC TRANSFORMER

GUY ANCHOR

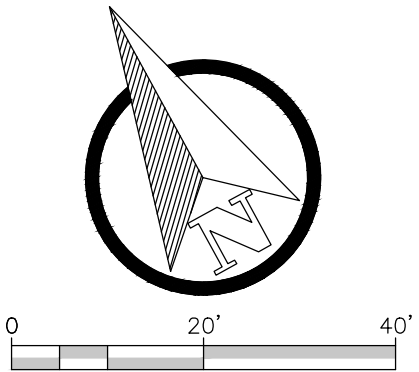
SANITARY MANHOLE

SANITARY CLEANOUT

MAILBOX

STORM MANHOLE

STORM GRATE INLET



SITE LEGEND

STORM SEWER LINE

FIBER OPTIC LINE

TELEPHONE LINE

CABLE TV LINE

GAS LINE

FORCE MAIN LINE

SANITARY SEWER

PIPELINE

ELECTRIC LINE

WATER LINE

BARBED WIRE FENCE

CHAINLINK FENCE

IRON FENCE

WOOD FENCE

DATE

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**Bernardino D. Tristan**  
Jan 09, 2023

**JACK BROOKS**  
REGIONAL AIRPORT

FS PROJECT #  
**21200.000**

DATE: Jan 09, 2023

SCALE: 1" = 20'

DRAWN BY: J.L.H.

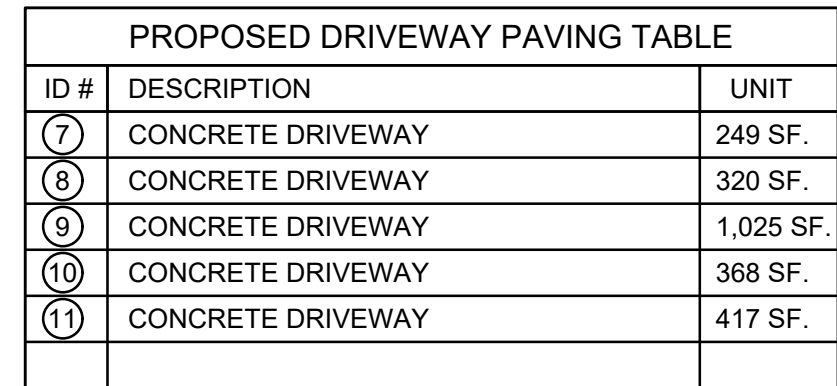
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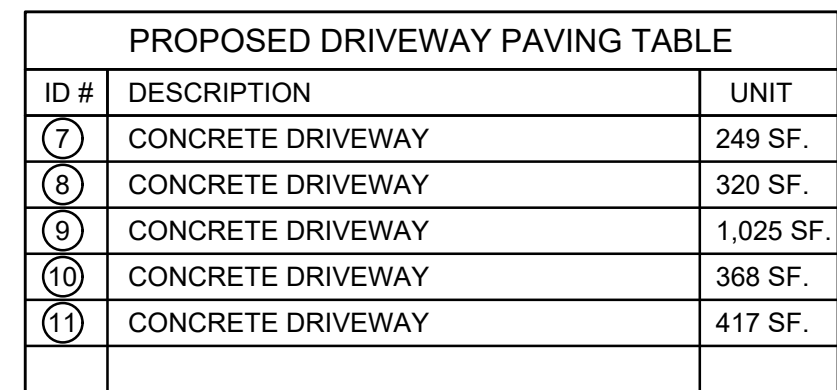
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DEMOLITION  
PLAN**  
STA. 20+00 - 24+20

**C6.6**  
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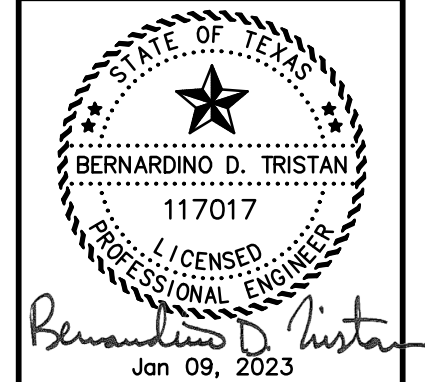
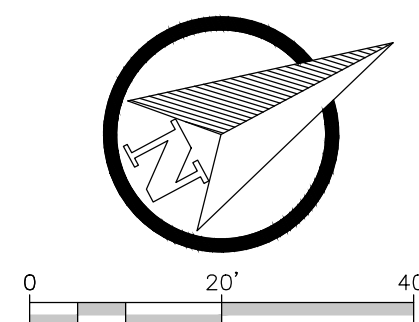






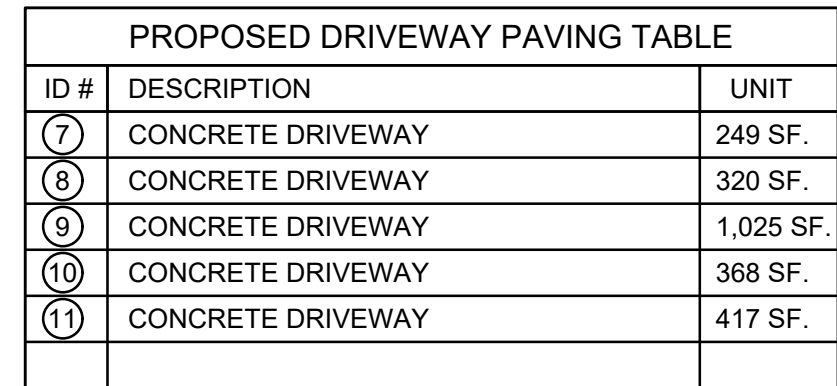


## SUNSET EQUIPMENT



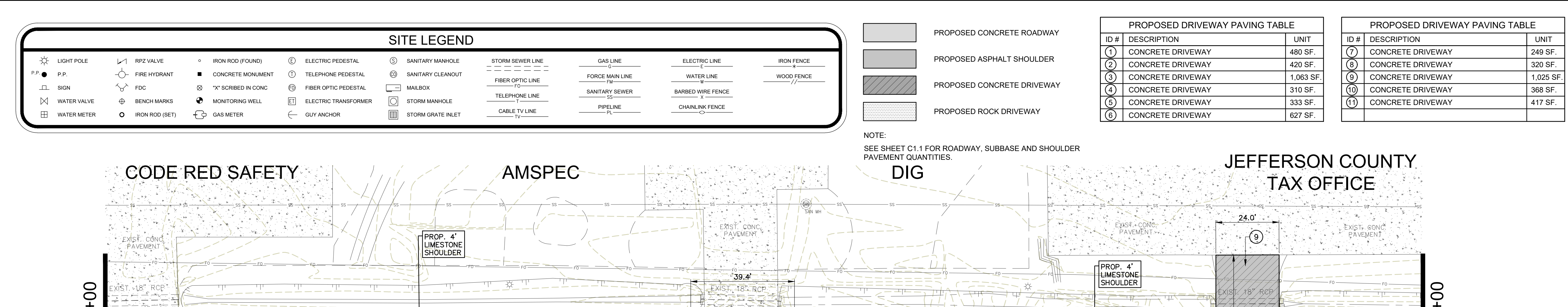
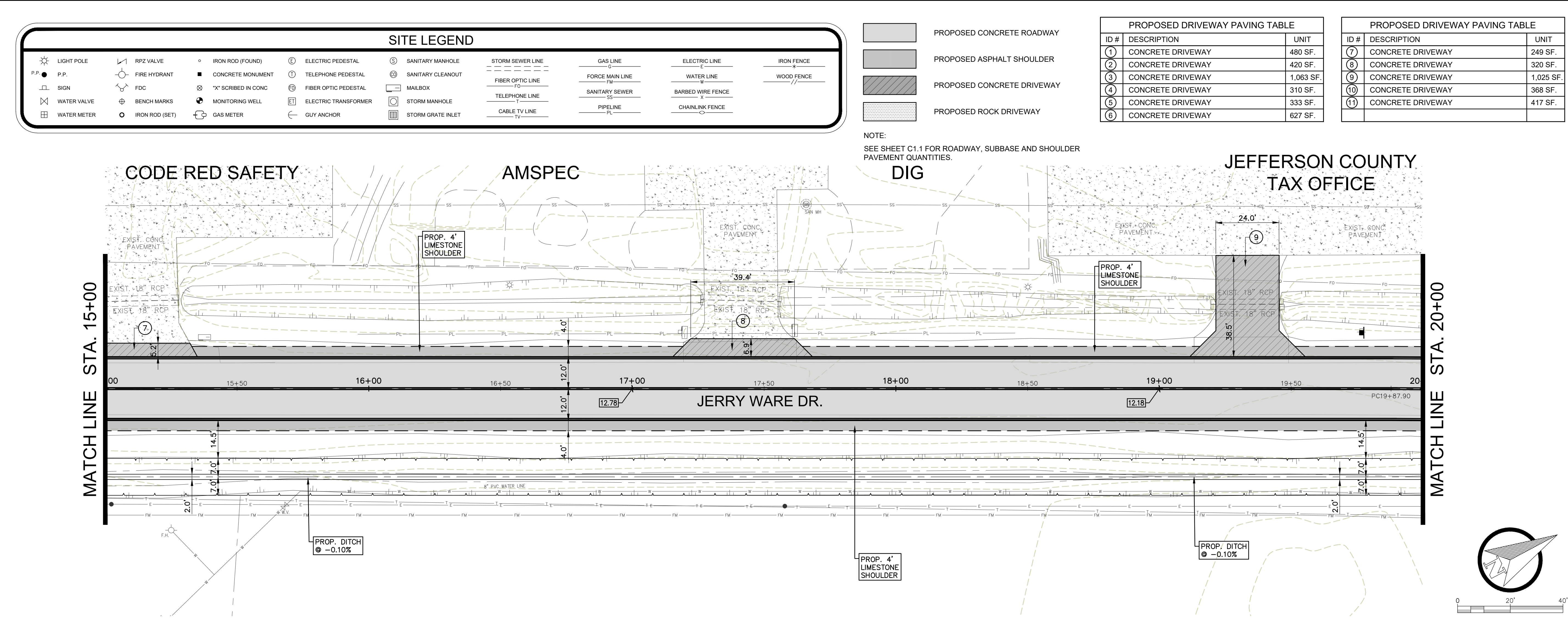
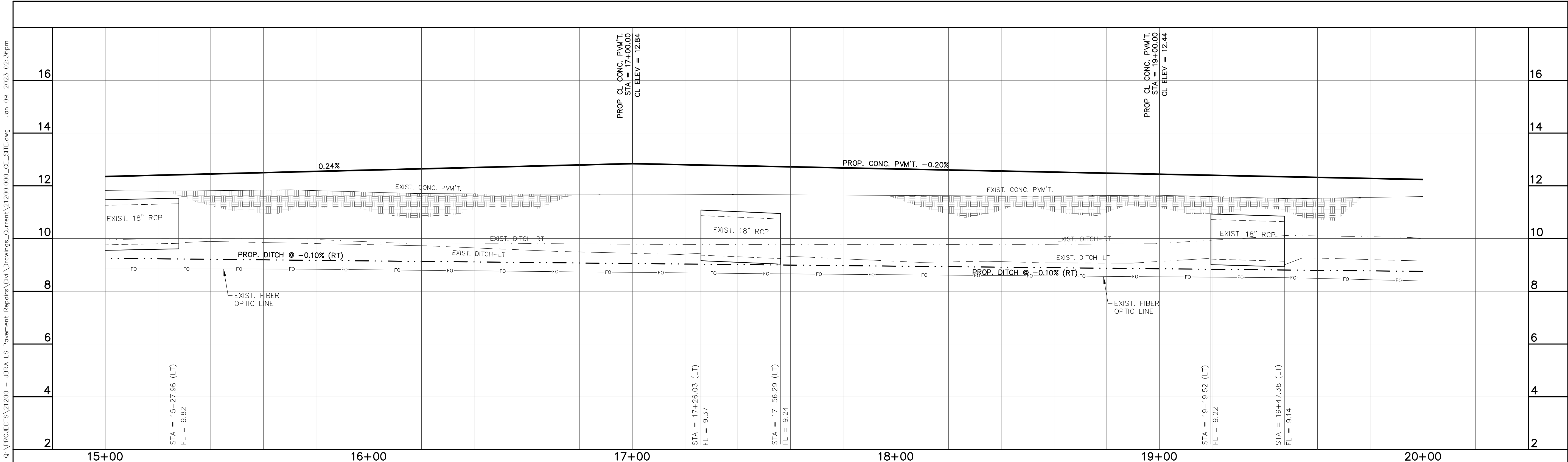
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DATE

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T.B.P.E. Firm #1160 T.X.L.S. Firm #100186

STATE OF TEXAS  
BERNARDINO D. TRISTAN  
117017  
LICENSED PROFESSIONAL ENGINEER

Bernardino D. Tristan  
Jan 09, 2023

**JACK BROOKS**  
REGIONAL AIRPORT

FS PROJECT #  
21200.000  
DATE: Jan 09, 2023  
SCALE: H: 1/20 V: 1/2  
DRAWN BY: J.L.H.  
CHECK BY: B.T.  
FS DRAWING NAME:  
21200.000\_CE\_SITE  
JERRY WARE DR.  
PLAN & PROFILE  
STA. 15+00-20+00

C7.4

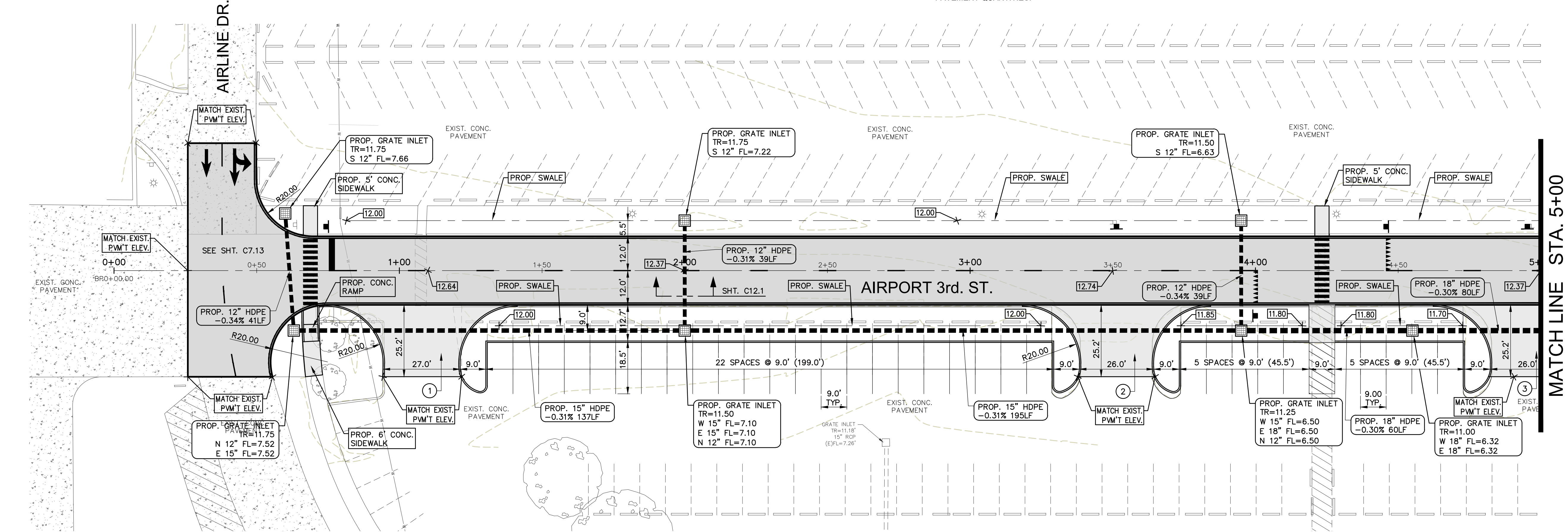
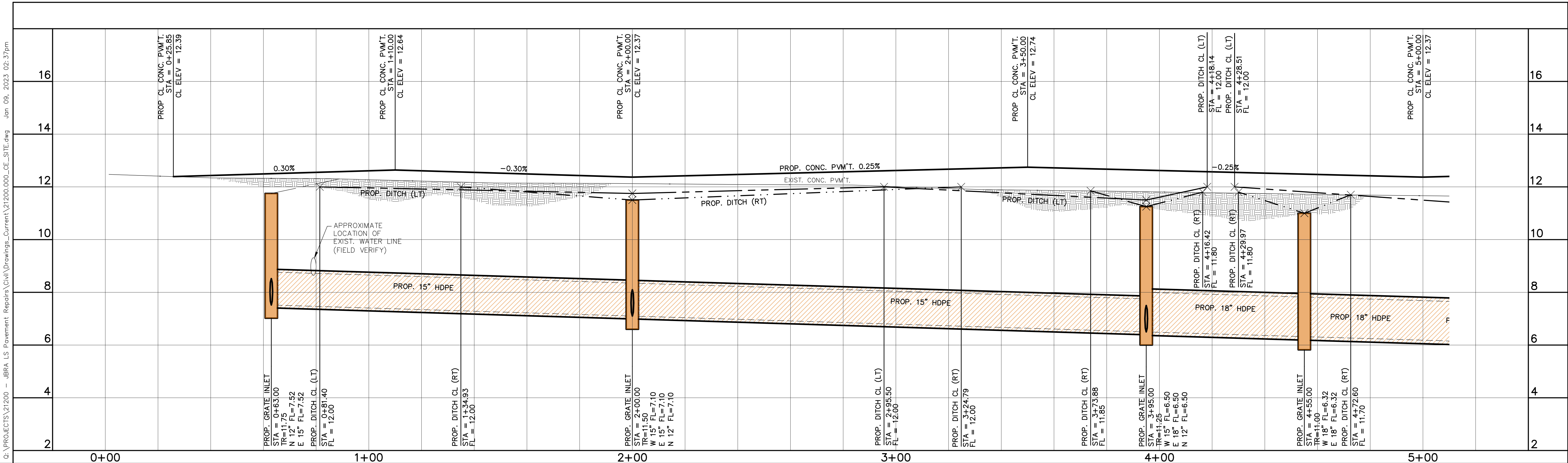
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SITE LEGEND									

	PROPOSED CONCRETE ROADWAY
	PROPOSED CONCRETE DRIVEWAY
	PROPOSED ROCK DRIVEWAY

NOTE:  
SEE SHEET C1.1 FOR ROADWAY, SUBBASE AND SHOULDER PAVEMENT QUANTITIES.

PROPOSED DRIVEWAY PAVING TABLE		
ID #	DESCRIPTION	UNIT
1	CONCRETE DRIVEWAY	872 SF.
2	CONCRETE DRIVEWAY	848 SF.
3	CONCRETE DRIVEWAY	848 SF.
4	CONCRETE DRIVEWAY	847 SF.
5	CONCRETE DRIVEWAY	771 SF.
6	CONCRETE DRIVEWAY	841 SF.

PROPOSED DRIVEWAY PAVING TABLE		
ID #	DESCRIPTION	UNIT
7	CONCRETE DRIVEWAY	707 SF.
8	CONCRETE DRIVEWAY	715 SF.
9	CONCRETE DRIVEWAY	716 SF.
10	CONCRETE DRIVEWAY	700 SF.
11	CONCRETE DRIVEWAY	701 SF.
12	CONCRETE DRIVEWAY	1,459 SF.

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STATE OF TEXAS

BERNARDINO D. TRISTAN

117017

PROFESSIONAL ENGINEER

Jan 09, 2023

**JACK BROOKS**

REGIONAL AIRPORT

FS PROJECT #  
21200.000

DATE: Jan 09, 2023

SCALE: H: 1/20 V: 1/2

DRAWN BY: J.L.H.

CHECK BY: B.T.

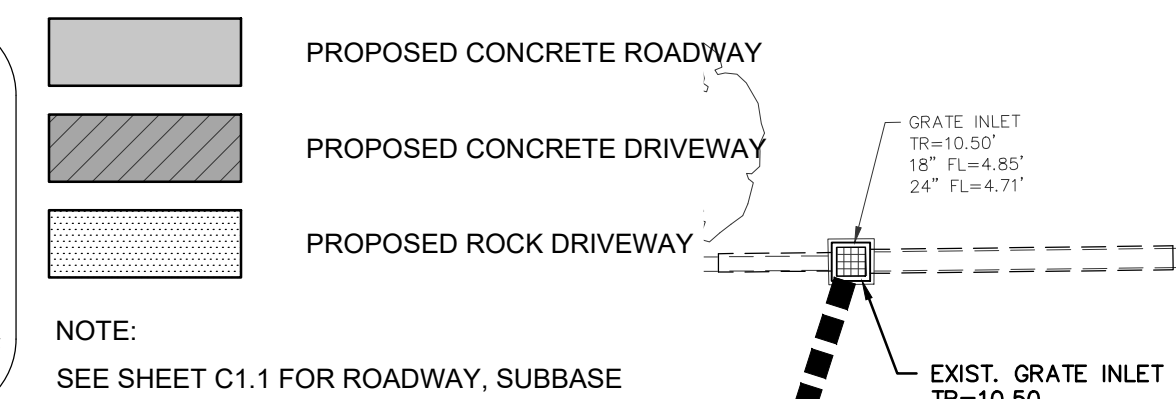
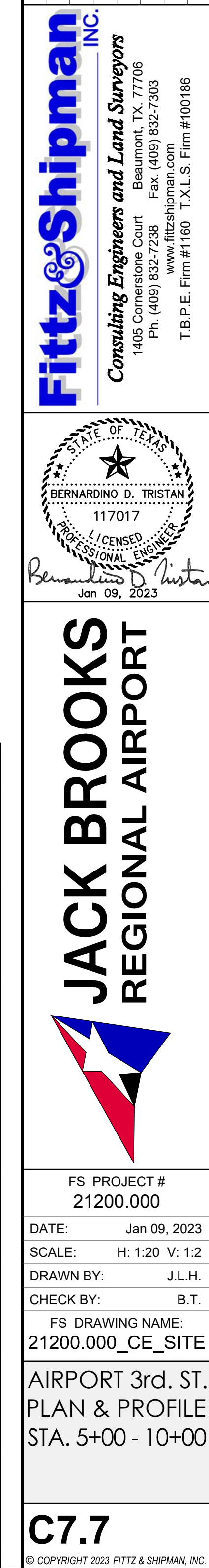
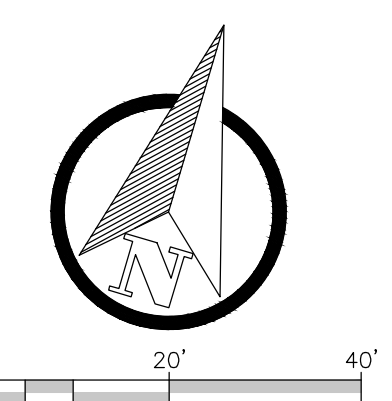
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21200.000\_CE\_SITE

AIRPORT 3rd. ST.  
PLAN & PROFILE  
STA. 0+00 - 5+00

**C7.6**

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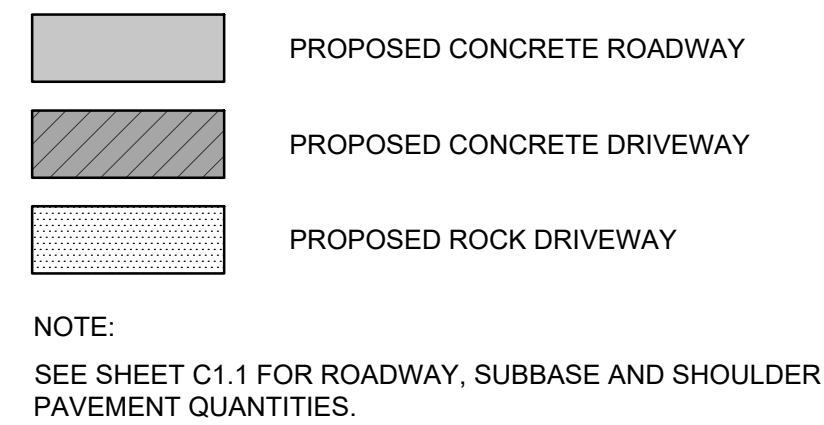


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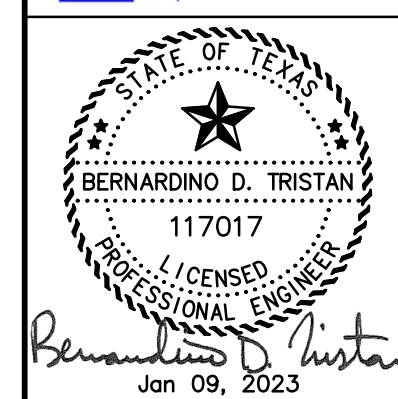


PROPOSED DRIVEWAY PAVING TABLE		
ID #	DESCRIPTION	UNIT
①	CONCRETE DRIVEWAY	872 SF.
②	CONCRETE DRIVEWAY	848 SF.
③	CONCRETE DRIVEWAY	848 SF.
④	CONCRETE DRIVEWAY	847 SF.
⑤	CONCRETE DRIVEWAY	771 SF.
⑥	CONCRETE DRIVEWAY	841 SF.

PROPOSED DRIVEWAY PAVING TABLE		
ID #	DESCRIPTION	UNIT
(7)	CONCRETE DRIVEWAY	707 SF.
(8)	CONCRETE DRIVEWAY	715 SF.
(9)	CONCRETE DRIVEWAY	716 SF.
(10)	CONCRETE DRIVEWAY	700 SF.
(11)	CONCRETE DRIVEWAY	701 SF.
(12)	CONCRETE DRIVEWAY	1,459 SF.



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T.B.P.E. Firm #1160 T.X.L.S. Firm #100186



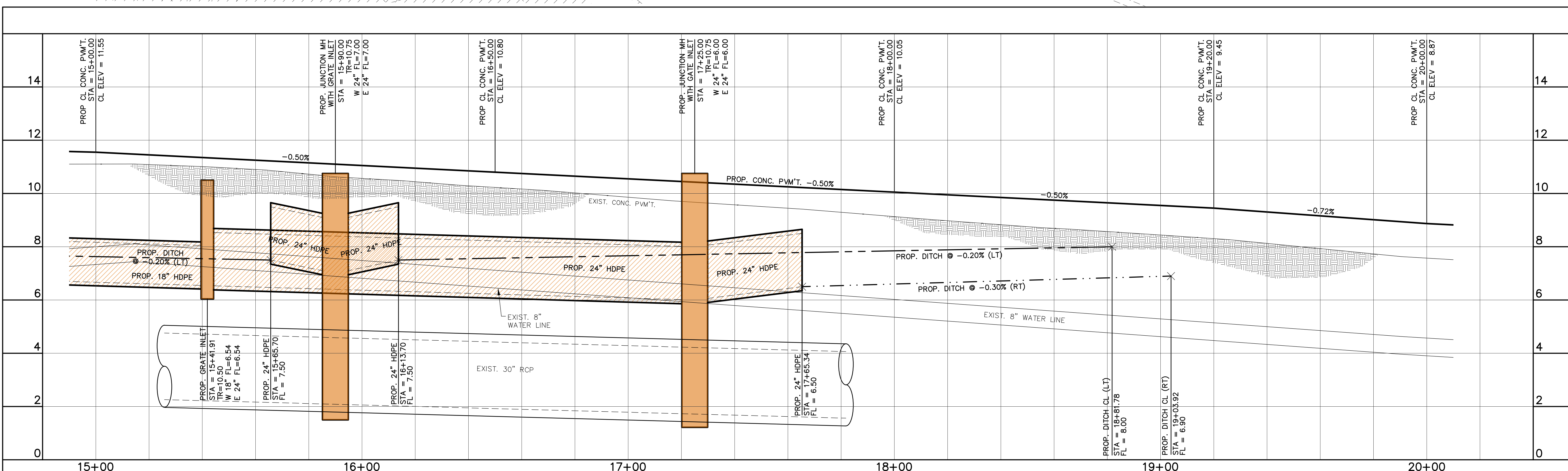
**JACK BROOKS**  
**REGIONAL AIRPORT**

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DATE:	Jan 09, 2023
SCALE:	H: 1:20 V: 1:2
DRAWN BY:	J.L.H.
CHECK BY:	B.T.
FS DRAWING NAME: 21200.000 CE SITE	

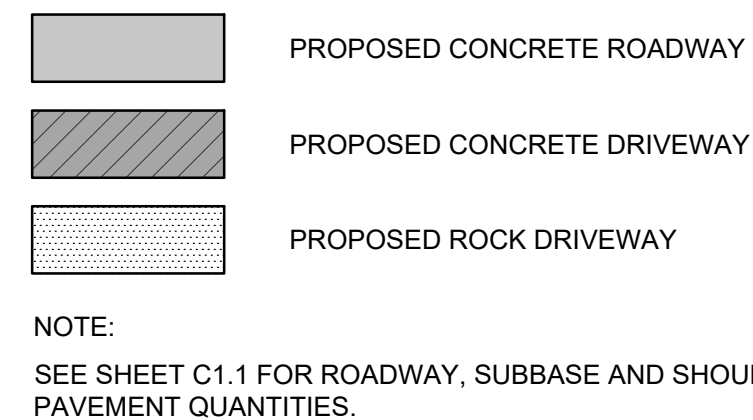
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PLAN & PROFILE  
STA. 15+00 - 20+00

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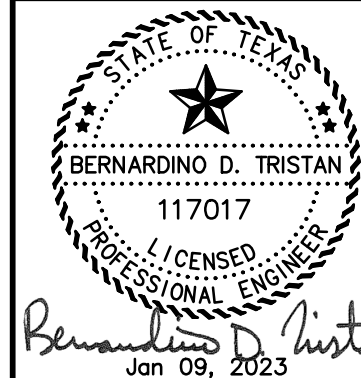
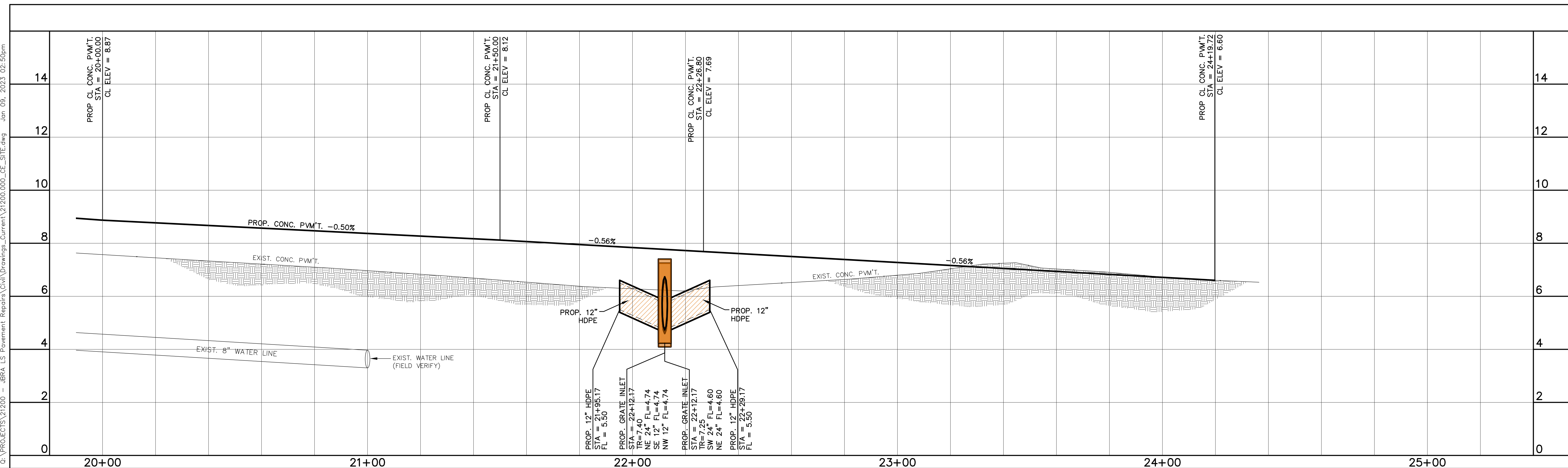
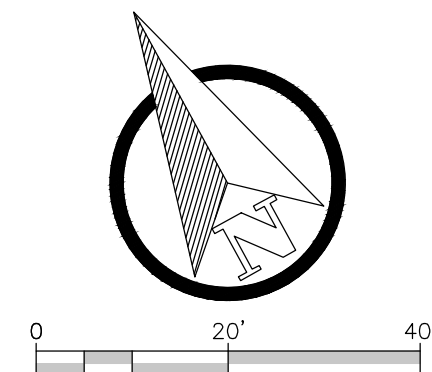






ID #	DESCRIPTION	UNIT
①	CONCRETE DRIVEWAY	872 SF.
②	CONCRETE DRIVEWAY	848 SF.
③	CONCRETE DRIVEWAY	848 SF.
④	CONCRETE DRIVEWAY	847 SF.
⑤	CONCRETE DRIVEWAY	771 SF.
⑥	CONCRETE DRIVEWAY	841 SF.

PROPOSED DRIVEWAY PAVING TABLE		
ID #	DESCRIPTION	UNIT
⑦	CONCRETE DRIVEWAY	707 SF.
⑧	CONCRETE DRIVEWAY	715 SF.
⑨	CONCRETE DRIVEWAY	716 SF.
⑩	CONCRETE DRIVEWAY	700 SF.
⑪	CONCRETE DRIVEWAY	701 SF.
⑫	CONCRETE DRIVEWAY	1,459 SF.



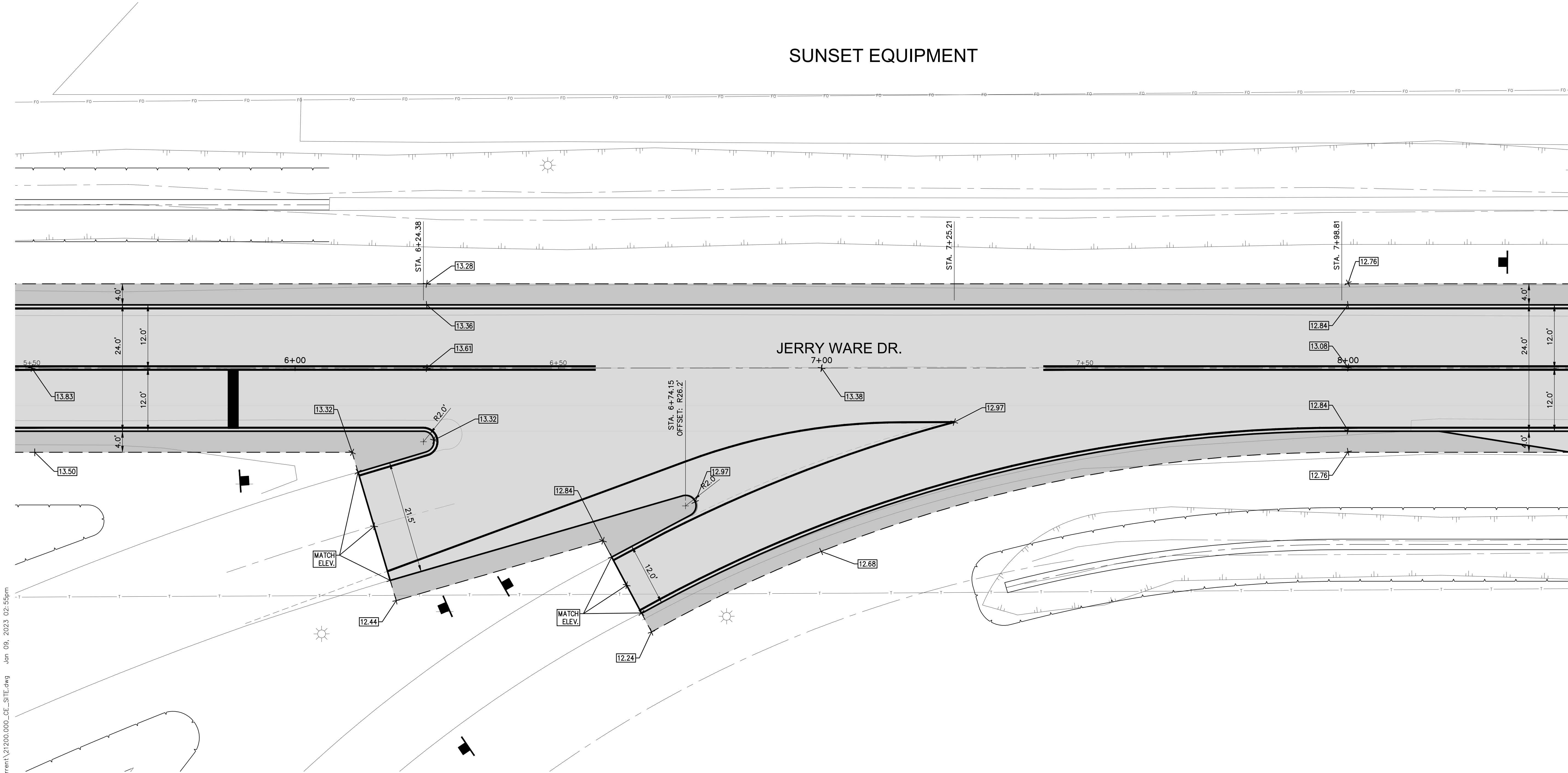
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DATE:	Jan 09, 2023
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DRAWN BY:	J.L.H.
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FS DRAWING NAME: 21200.000 CE SITE	

AIRPORT 3rd. ST.  
PLAN & PROFILE  
STA. 20+00 - 25+00

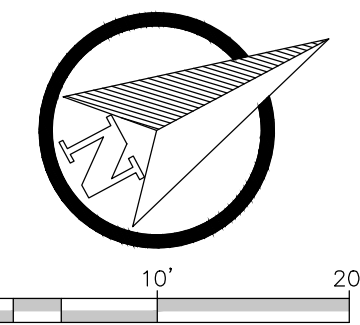
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INTERSECTION GRADING  
JERRY WARE DRIVE AT  
AIR LINE DRIVE

NO.	ISSUED FOR	DATE

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INC.

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STATE OF TEXAS  
BERNARDINO D. TRISTAN  
117017  
LICENSED PROFESSIONAL ENGINEER  
Bernardino D. Tristan  
Jan 09, 2023

**JACK BROOKS**  
REGIONAL AIRPORT

FS PROJECT #  
21200.000

DATE: Jan 09, 2023

SCALE: 1" = 10'

DRAWN BY: J.L.H.

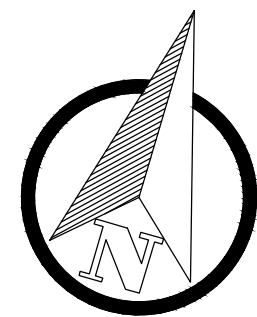
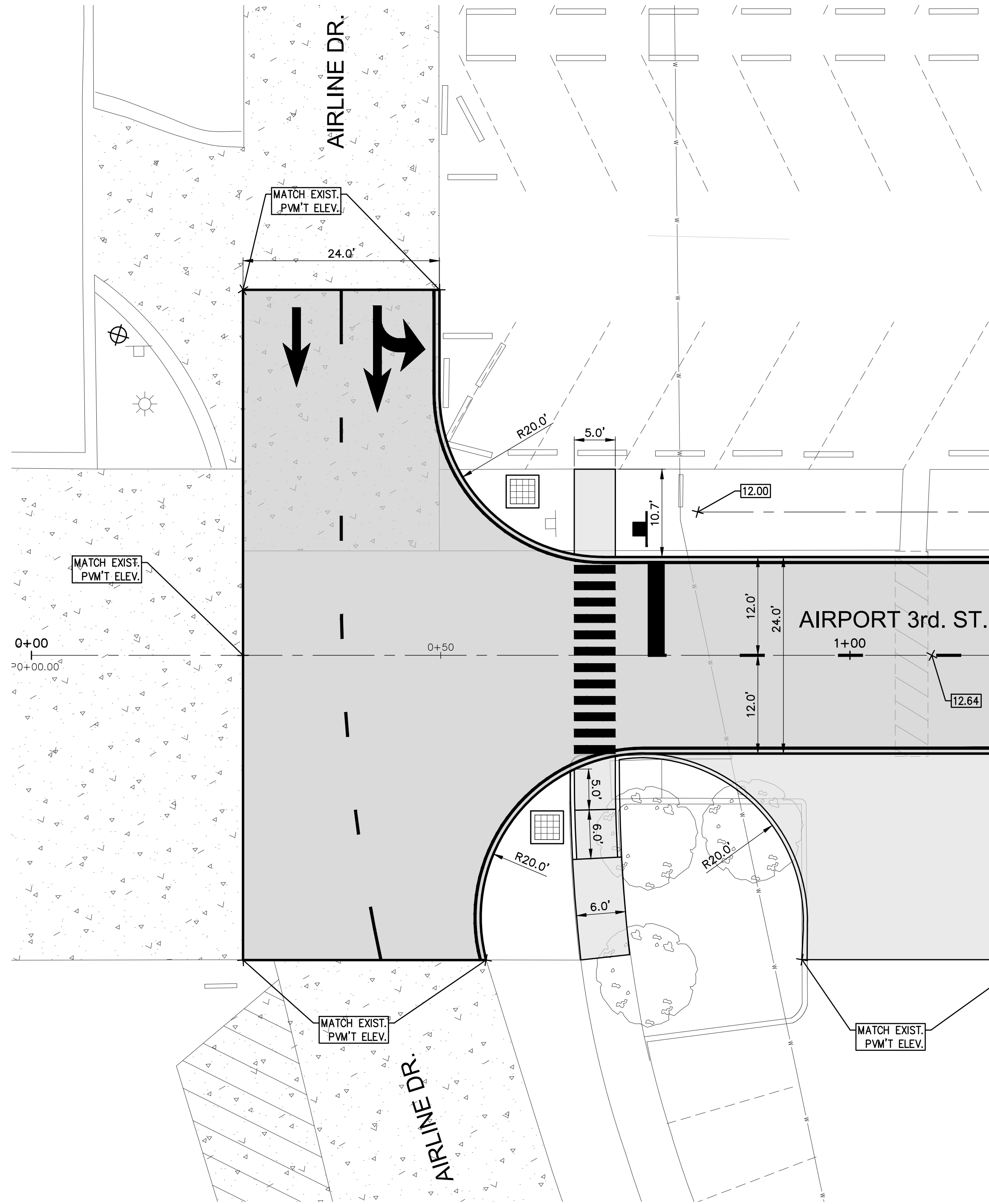
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21200.000\_CE\_SITE

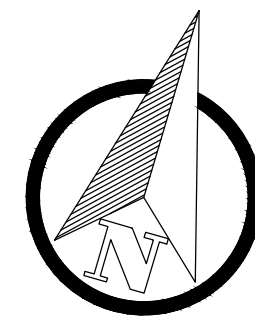
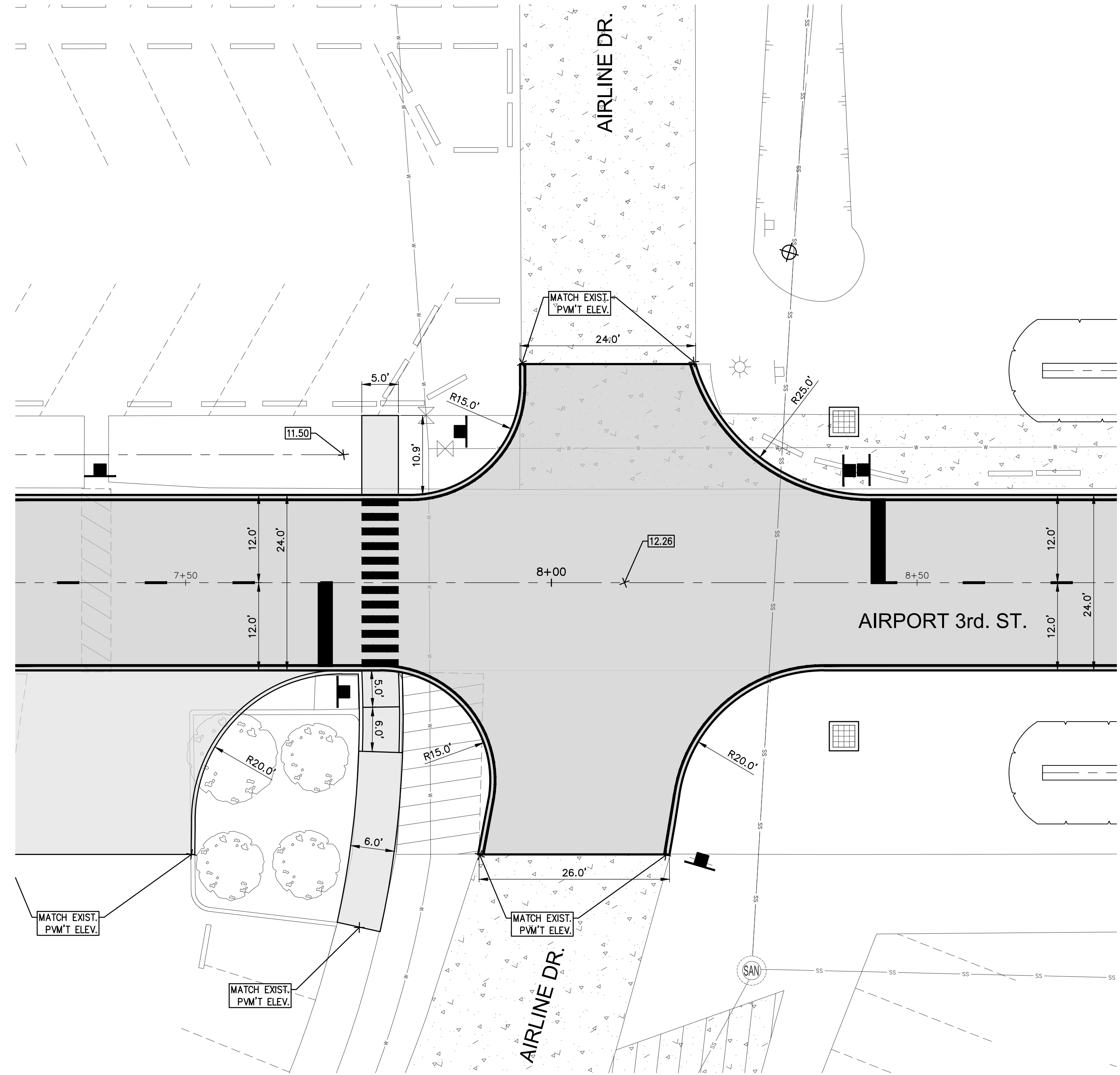
INTERSECTION  
GRADING PLAN  
JERRY WARE DR.

**C7.12**  
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# INTERSECTION GRADING AIRPORT 3rd. STREET AT AIRLINE DRIVE



# INTERSECTION GRADING AIRPORT 3rd. STREET AT AIRLINE DRIVE

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[www.fittzshipman.com](http://www.fittzshipman.com)  
T.B.P.E. Firm #1160    T.X.L.S. Firm #400186

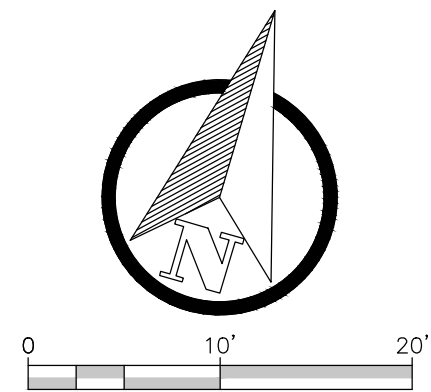


**JACK BROOKS**  
**REGIONAL AIRPORT**

FS PROJECT # 21200.000	
DATE:	Jan 09, 2023
SCALE:	1" = 10'
DRAWN BY:	J.L.H.
CHECK BY:	B.T.
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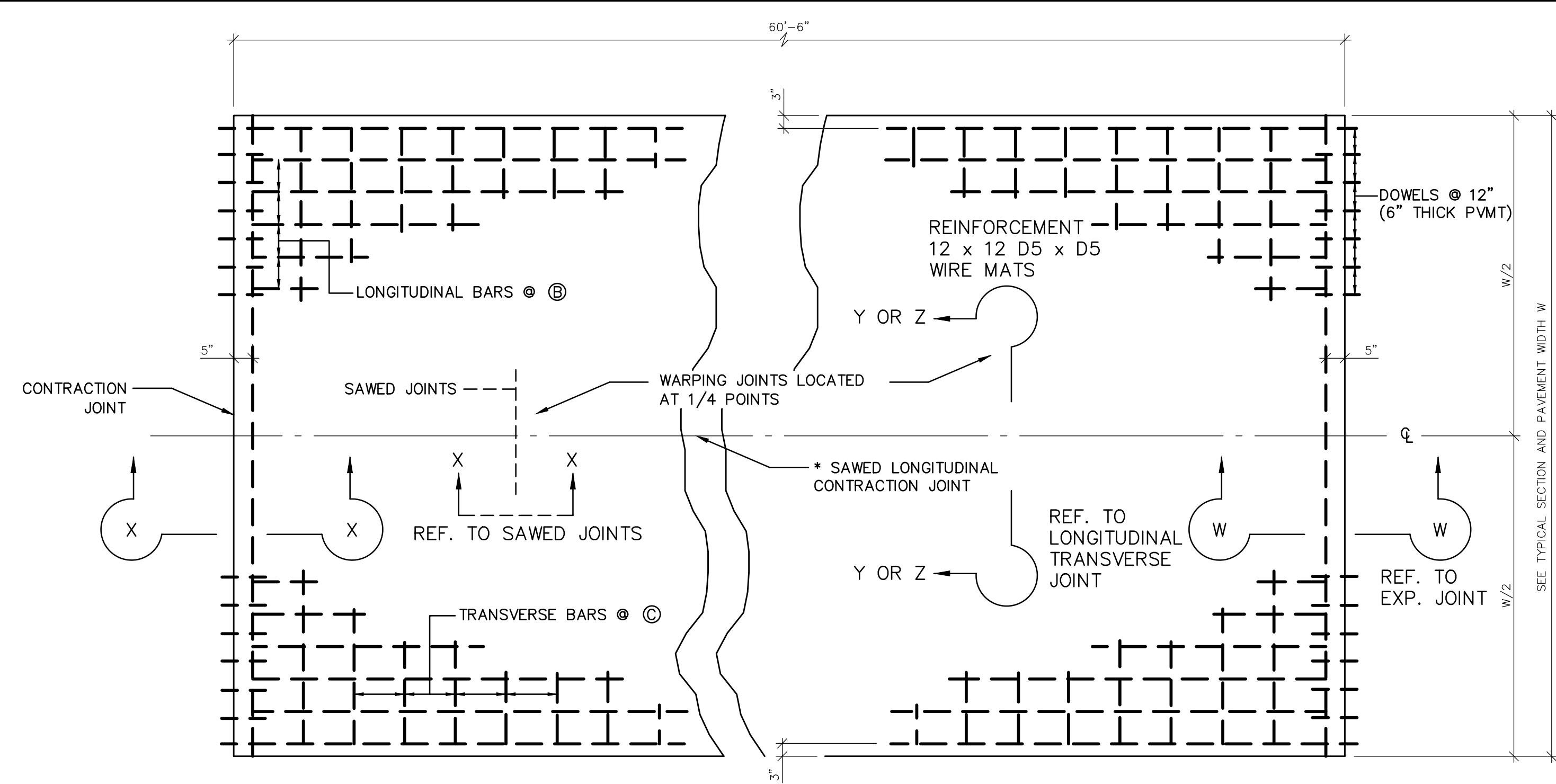
INTERSECTION  
GRADING PLAN  
AIRPORT 3rd. ST.

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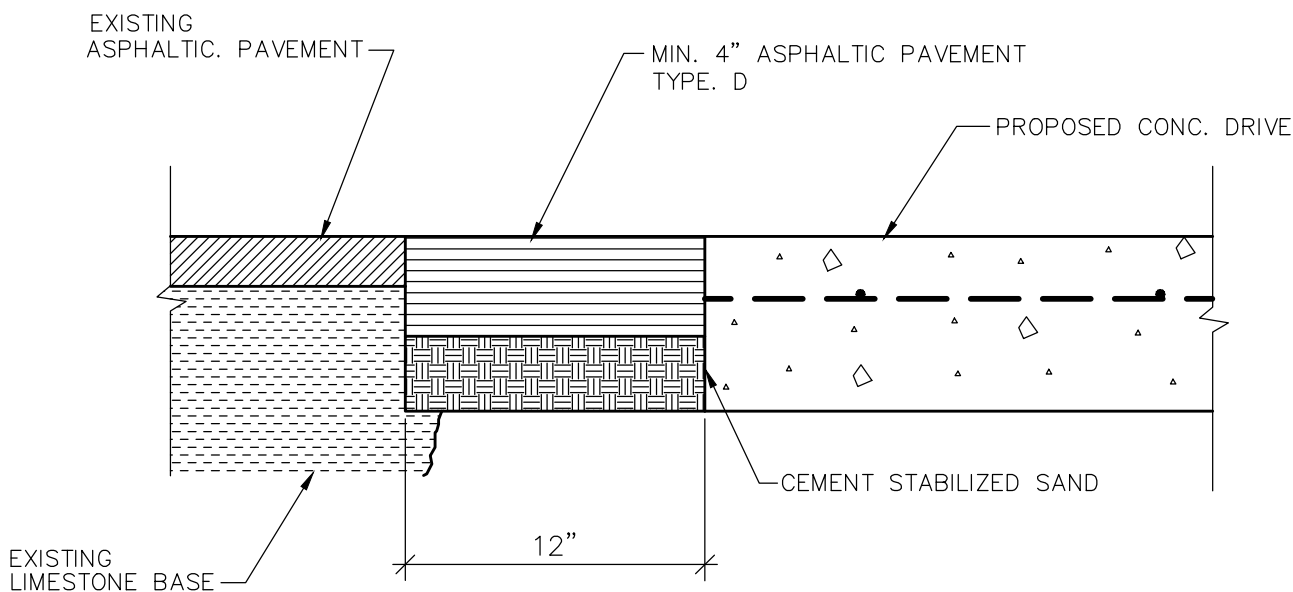


PAVEMENT THICKNESS T (INCHES)	SPACINGS FOR #3 BARS 13'-6" PLACEMENT WIDTH					SPACINGS FOR #3 BARS 14'-6" PLACEMENT WIDTH					SPACINGS FOR #3 BARS 27'-0" PLACEMENT WIDTH					DOWELS (SMOOTH BARS)			TIEBARS (DEFORMED)		
	LONGITUDINAL		TRANSVERSE		2 STEEL # /SY	LONGITUDINAL		TRANSVERSE		2 STEEL # /SY	LONGITUDINAL		TRANSVERSE		2 STEEL # /SY	SIZE	AVG SPACE (IN)	WT # /FT OF JOINT	SIZE	AVG SPACE (IN)	WT # /FT OF JOINT
	NO. OF BARS	4 SPACE B (IN)	NO. OF BARS	4 SPACE C (IN)		NO. OF BARS	4 SPACE B (IN)	NO. OF BARS	4 SPACE C (IN)		NO. OF BARS	4 SPACE B (IN)	NO. OF BARS	4 SPACE C (IN)							
6	8	22-1/2	31	24	3.66	9	21	31	24	3.80	15	22-5/8	31	24	3.67	1" X 18"	12	4.01	#4 X 30"	36	0.56
7	8	22-1/2	31	24	3.66	9	21	31	24	3.80	15	22-5/8	31	24	3.67	1" X 18"	12	4.01	#4 X 30"	36	0.56
8	8	22-1/2	31	24	3.66	9	21	31	24	3.80	15	22-5/8	31	24	3.67	1" X 18"	12	4.01	#4 X 30"	36	0.56
9	10	17-1/2	31	24	4.16	10	18-3/4	31	24	4.03	17	19-3/4	31	24	3.92	1-1/8" X 20"	12	5.63	#4 X 30"	36	0.56
10	10	17-1/2	37	20	4.48	11	16-3/4	37	20	4.59	18	18-5/8	37	20	4.38	1-1/4" X 22"	12	7.65	#4 X 30"	36	0.56
11	11	15-3/4	37	20	4.72	11	16-3/4	37	20	4.59	20	16-3/4	37	20	4.63	1-1/4" X 22"	12	7.65	#4 X 30"	36	0.56
12	12	14-1/4	41	18	5.19	12	15-1/4	41	18	5.03	22	15-1/8	41	18	5.1	1-1/4" X 22"	12	7.65	#4 X 30"	30	0.67
13	12	14-1/4	49	15	5.92	13	14	49	15	5.69	23	14-3/8	49	15	5.68	1-1/4" X 22"	12	7.65	#4 X 30"	30	0.67
14	13	13-1/4	49	15	5.87	14	13	49	15	5.92	25	13-1/4	49	15	5.92	1-1/4" X 22"	12	7.65	#4 X 30"	24	0.84

## TWO LANE PAVEMENT PLAN

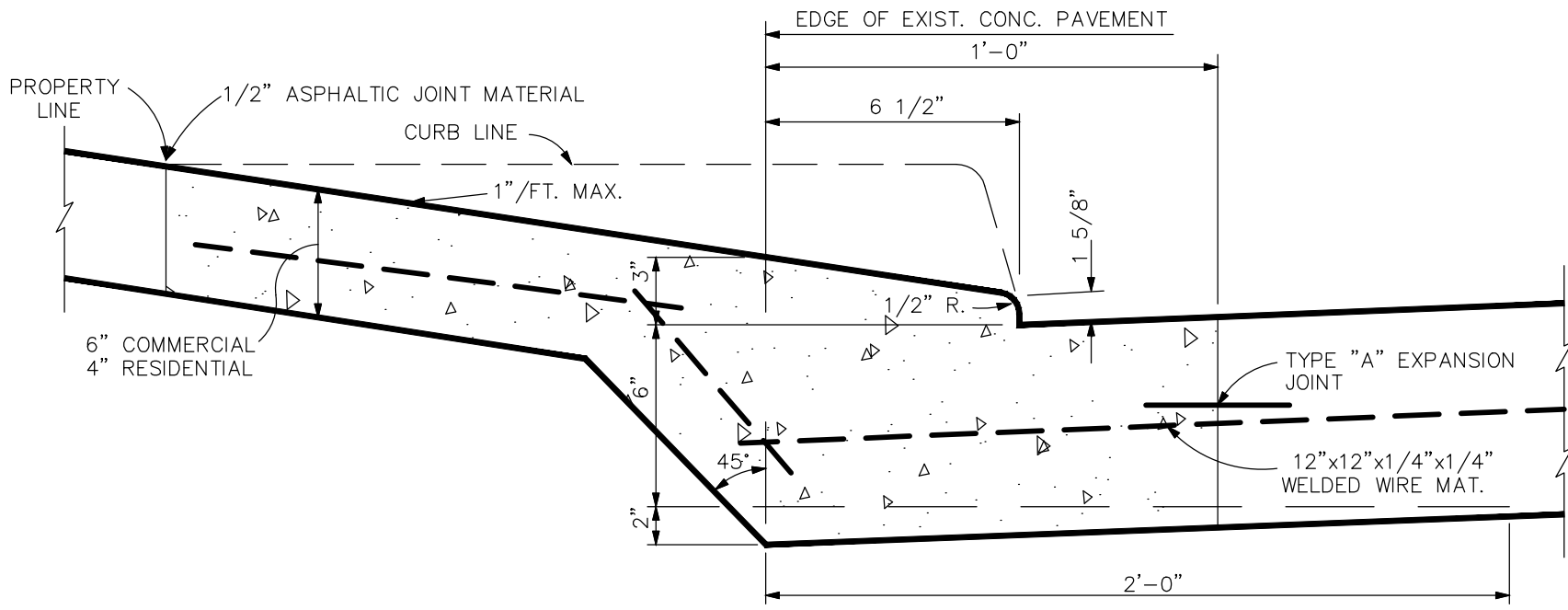
- NOTE: LONGITUDINAL JOINTS SHALL BE PLACED AT 6' & 14.75' OFF BACK OF CURB, UNLESS OTHERWISE APPROVED.
1. THE CONTRACTOR MAY USE #3, #4, OR #5 BARS FOR TRANSVERSE OR LONGITUDINAL STEEL SPACINGS B AND C SHOWN IN THIS TABLE ARE FOR #3 BARS. EQUIVALENT SPACINGS OF #4 OR #5 BARS THAT MAINTAIN AN EQUIVALENT OR GREATER AREA OF STEEL WILL BE ACCEPTED IN ANY CROSS SECTIONS, PROVIDED NO SPACINGS ARE GREATER THAN 36".
  2. STEEL WEIGHTS ARE FOR CONTRACTOR'S INFORMATION ONLY AND INCLUDE WEIGHT OF LONGITUDINAL AND TRANSVERSE BARS.
  3. SPACING SHOWN ARE FOR ASTM DESIGNATION A-65 OR A-616, GRADE 60 TIEBARS. IF ASTM A-615, GRADE 40 TIEBARS ARE USED, THE AVERAGE SPACING SHALL BE TWO-THIRDS OF THE SPACINGS SHOWN IN THE TABLE.
  4. THE B SPACINGS ADJACENT TO THE LONGITUDINAL BAR NEAREST THE EDGE OF PLACEMENT SHALL BE ADJUSTED IN WIDTH TO MAINTAIN THE 3" EDGE SPACING SHOWN IN DETAILS OF LONGITUDINAL CONSTRUCTION JOINT, SECTION Y-Y AND TYPICAL SECTION, SECTION Z-Z, IN A LIKE MANNER, THE C SPACING ADJACENT TO THE TRANSVERSE BARS NEAREST THE CONTRACTION JOINT SHALL BE ADJUSTED IN WIDTH TO MAINTAIN THE 5" SPACING FROM THE VERTICAL PLANE OF THE JOINT.

TABLE NO.2 TRANSVERSE STEEL AND TIE BARS						
SLAB THICKNESS (IN.)	TRANSVERSE STEEL X-X		TIE BARS AT LONGITUDINAL CONTRACTION JOINT Y-Y		TIE BARS AT LONGITUDINAL CONSTRUCTION JOINT Z-Z	
	BAR SIZE	SPACING (IN.)	BAR SIZE	SPACING (IN.)	BAR SIZE	SPACING (IN.)
6.0 – 7.5	#5	36	#5	36	#5	24
8.0 – 13.0	#5	36	#6	36	#6	24

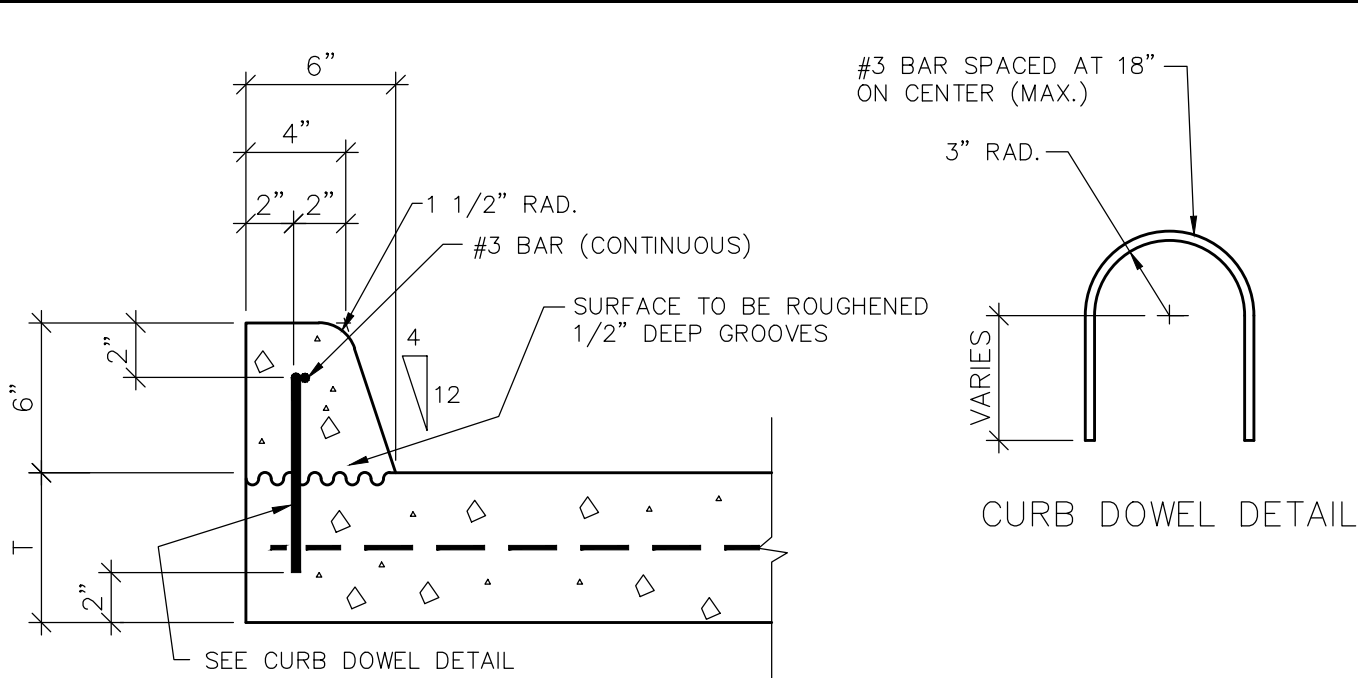


## PAVEMENT TRANSITION

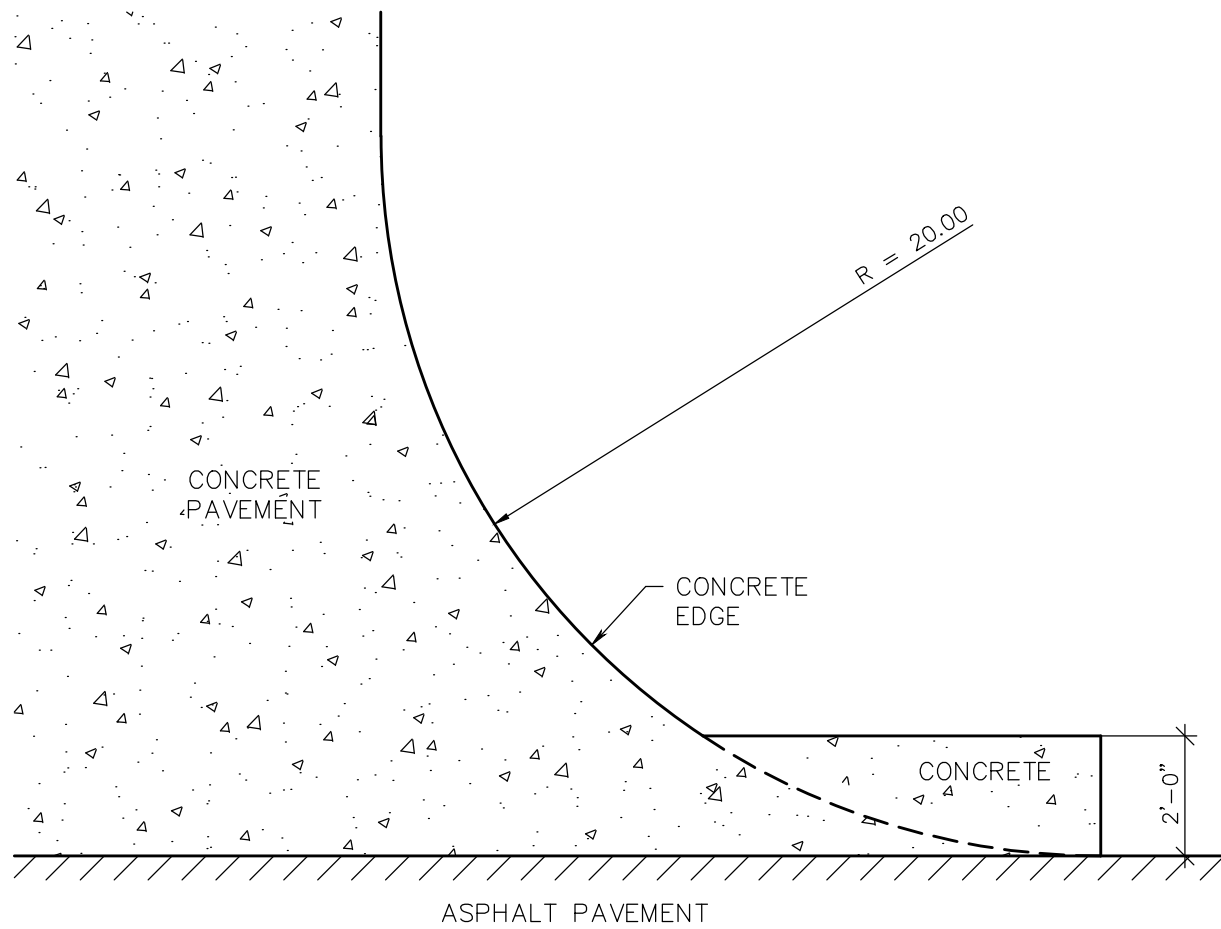
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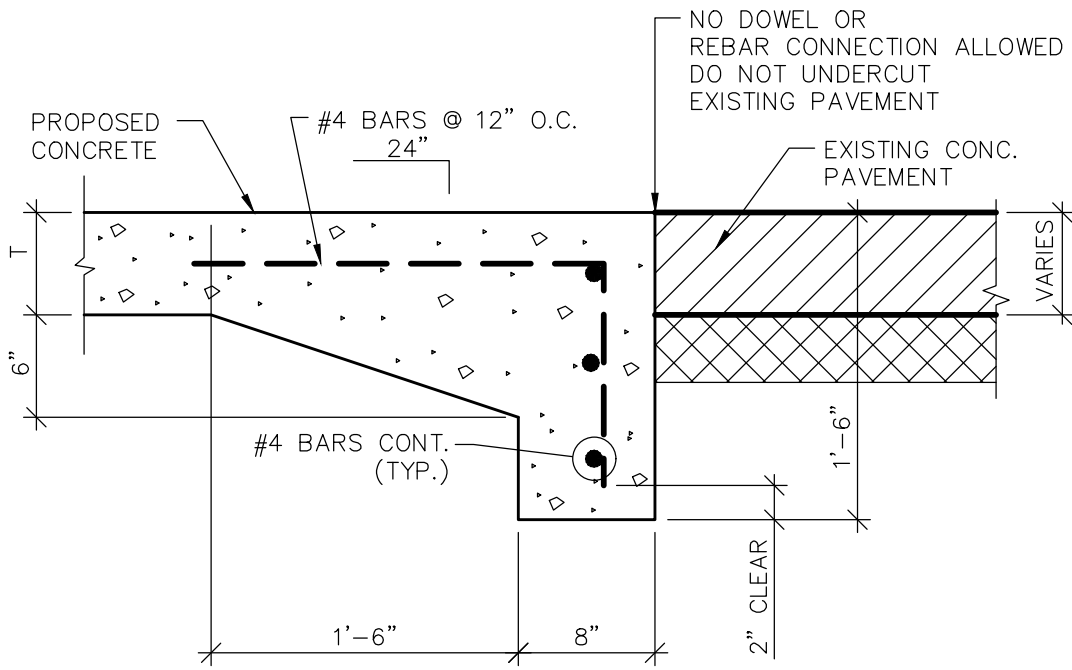
## TYPICAL DRIVEWAY SECTION



## STANDARD CURB FOR REINFORCED CONCRETE PAVEMENT

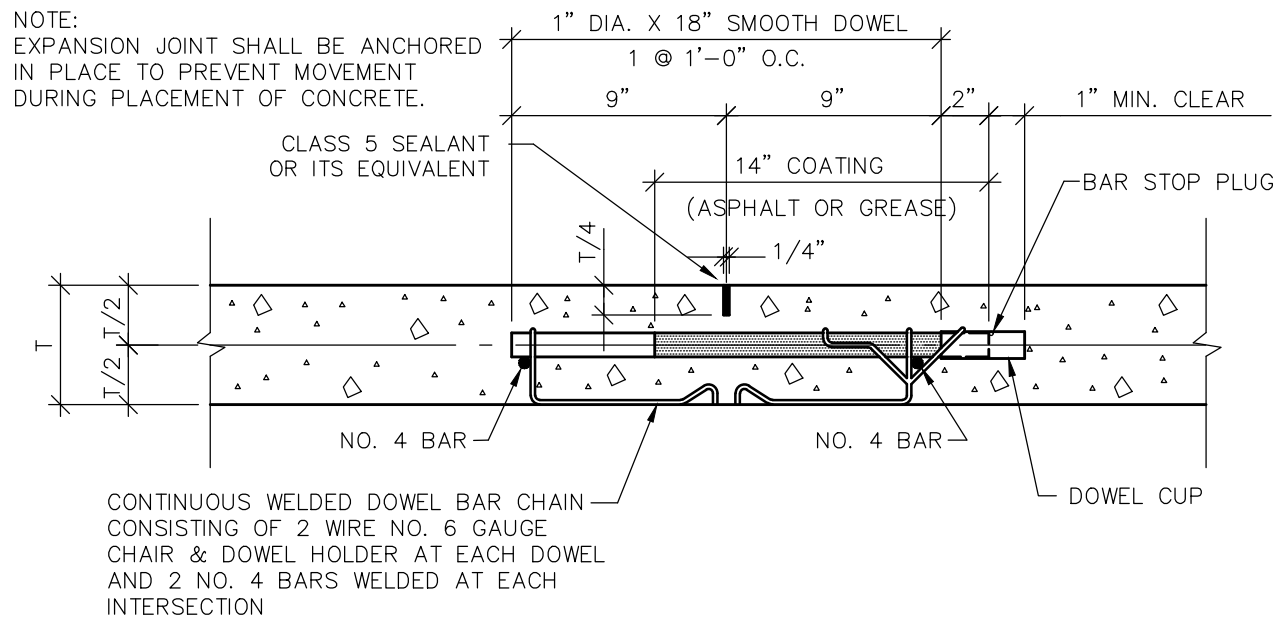


## DRIVEWAY CURB TERMINATION



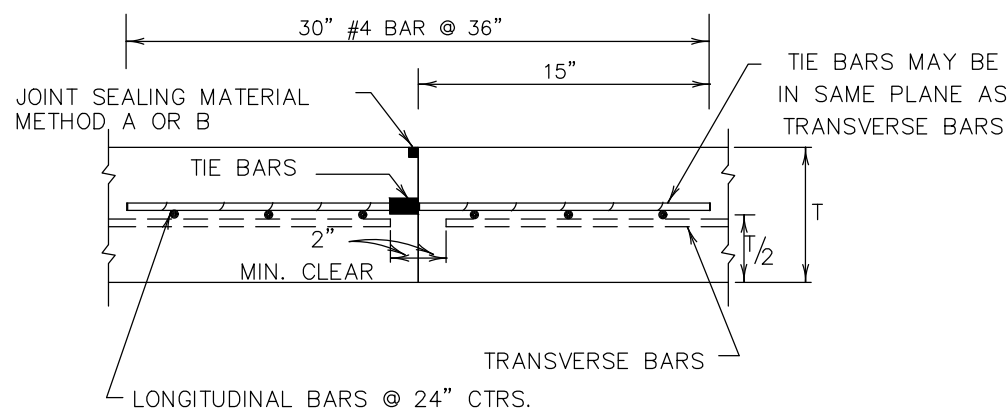
## PAVEMENT TRANSITION - TXDOT

( NEW CONCRETE TO EXIST. CONCRETE )

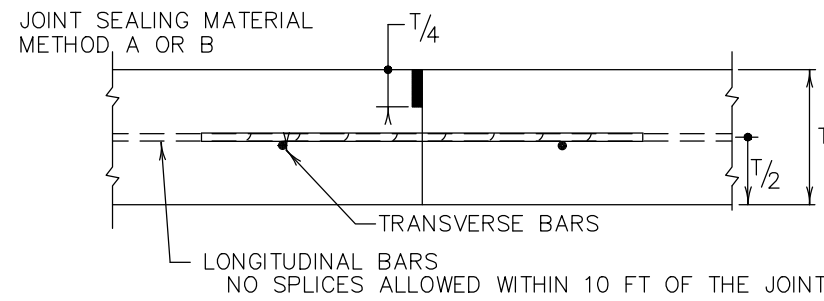


## CONTRACTION JOINT SECTION W - W

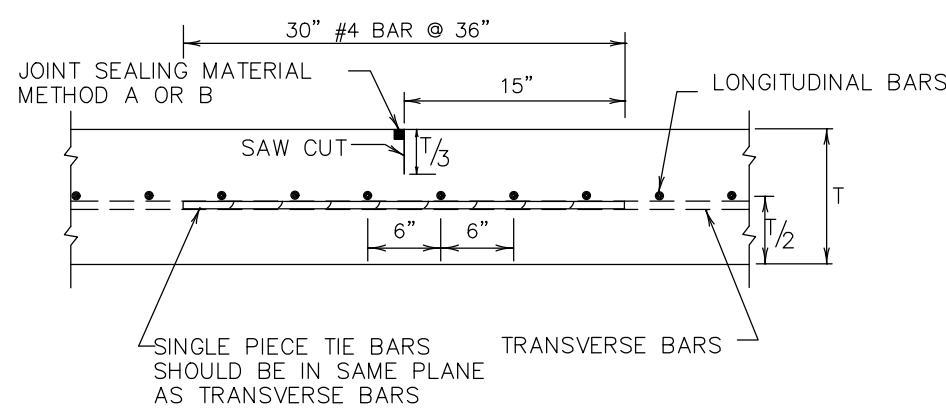
(SPACING 60' O.C.)



## LONGITUDINAL CONTRACTION JOINT SECTION Y - Y



## TRANSVERSE CONSTRUCTION JOINT SECTION X - X



## LONGITUDINAL CONTRACTION JOINT SECTION Z - Z

DATE	
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T.B.P.E. Firm #1160 T.X.L.S. Firm #100186

Bernardino D. Tristan  
Jan 09, 2023

**JACK BROOKS REGIONAL AIRPORT**

FS PROJECT # 21200.000  
DATE: Jan 09, 2023  
SCALE: N.T.S.  
DRAWN BY: J.L.H.  
CHECK BY: B.T.  
FS DRAWING NAME: 21200.000\_CE\_SITE

ROADWAY STANDARDS AND PAVING DETAILS

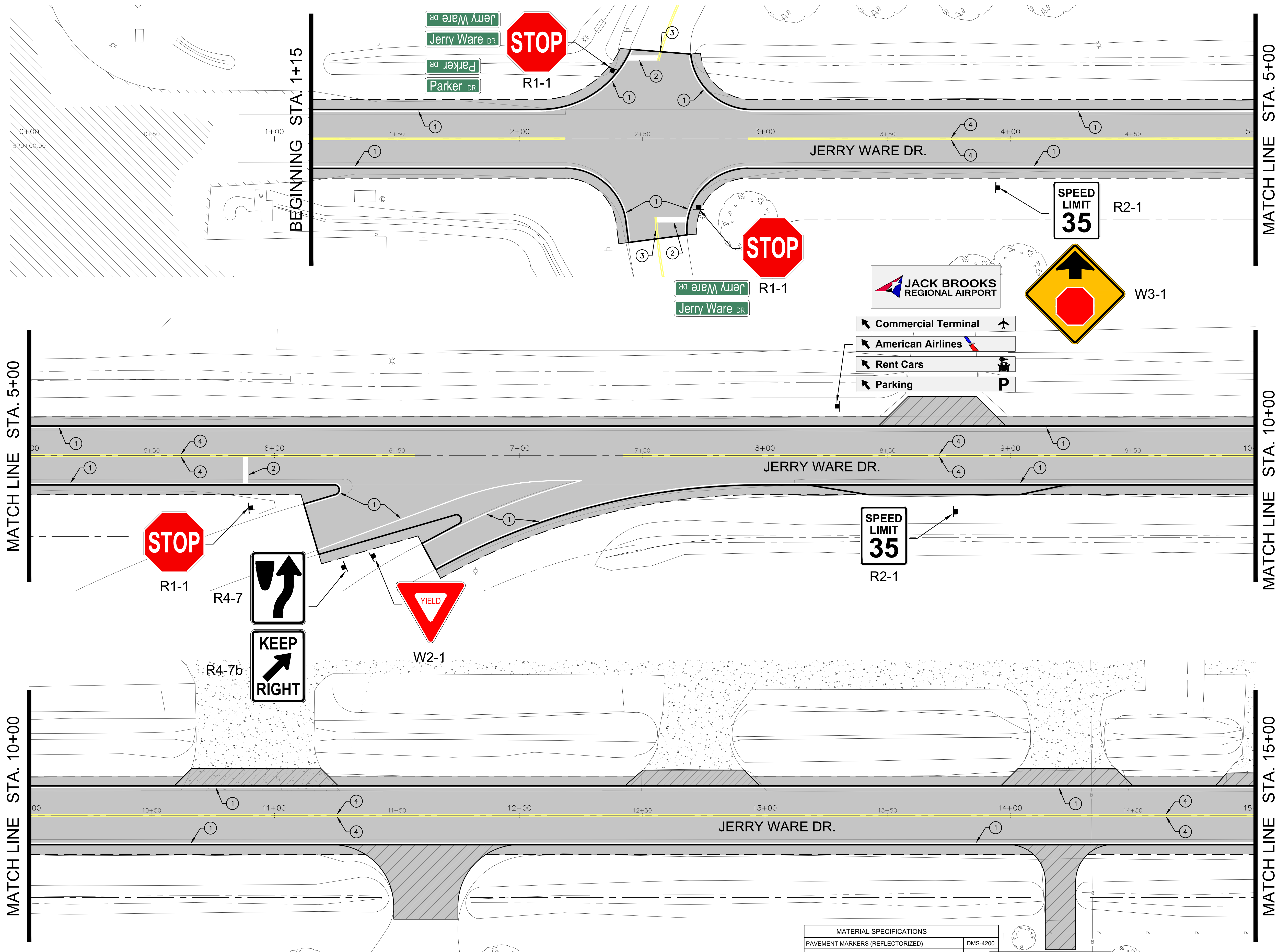
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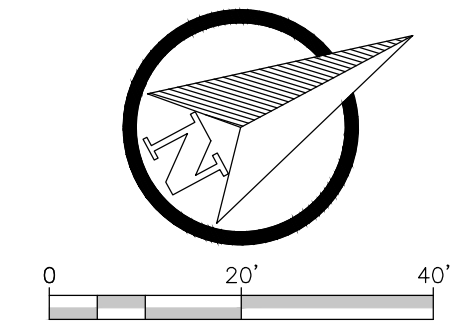
MATCH LINE STA. 5+00

MATCH LINE STA. 10+00



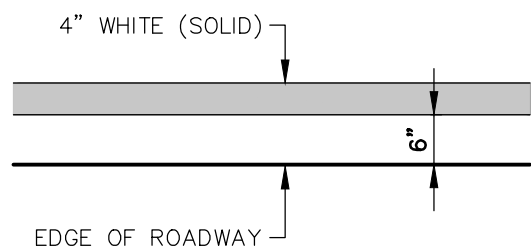
MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



4" D S Y
(WIDTH) (DOUBLE) (YELLOW/WHITE)
(SOLID/BROKEN)

STRIPING LEGEND



- ① 4" WHITE SOLID STRIPE
- ② 24" WHITE SOLID STRIPE
- ③ 4" YELLOW BROKEN STRIPE
- ④ 4" YELLOW SOLID STRIPE

DATE

ISSUED FOR

NO.

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Ph. (409) 832-7238 Fax. (409) 832-7303  
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STATE OF TEXAS  
BERNARDINO D. TRISTAN  
117017  
LICENSED PROFESSIONAL ENGINEER  
Bernardino D. Tristan  
Jan 09, 2023

**JACK BROOKS**  
REGIONAL AIRPORT

FS PROJECT #  
21200.000

DATE: Jan 09, 2023

SCALE: 1" = 20'

DRAWN BY: J.L.H.

CHECK BY: B.D.T.

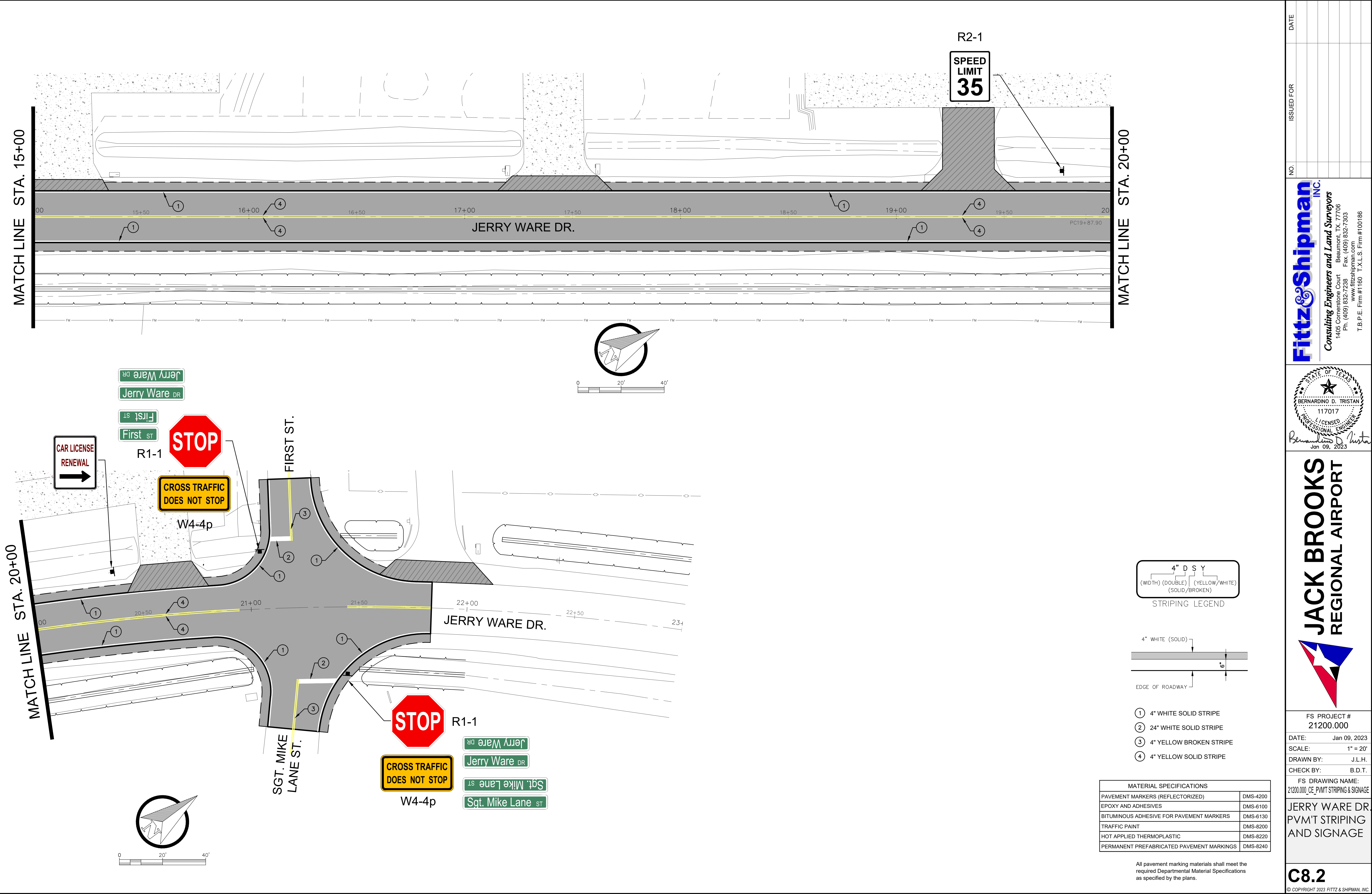
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21200.000\_CE\_PVMT STRIPING & SIGNAGE

JERRY WARE DR.  
PVM'T STRIPING  
AND SIGNAGE

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Jerry Ware DR

First ST

R1-1

STOP

CROSS TRAFFIC DOES NOT STOP

W4-4p

STOP

R1-1

CROSS TRAFFIC DOES NOT STOP

W4-4p

Jerry Ware DR

Jerry Ware DR

Sgt. Mike Lane ST

Sgt. Mike Lane ST

R2-1

SPEED LIMIT 35

4" D S Y

(WIDTH) (DOUBLE) (YELLOW/WHITE)

(SOLID/BROKEN)

STRIPING LEGEND

4" WHITE (SOLID)

EDGE OF ROADWAY

- ① 4" WHITE SOLID STRIPE
- ② 24" WHITE SOLID STRIPE
- ③ 4" YELLOW BROKEN STRIPE
- ④ 4" YELLOW SOLID STRIPE

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.

DATE

ISSUED FOR

NO.

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LICENSED PROFESSIONAL ENGINEER  
Jan 09, 2023

**JACK BROOKS**  
REGIONAL AIRPORT

FS PROJECT #  
21200.000

DATE: Jan 09, 2023

SCALE: 1" = 20'

DRAWN BY: J.L.H.

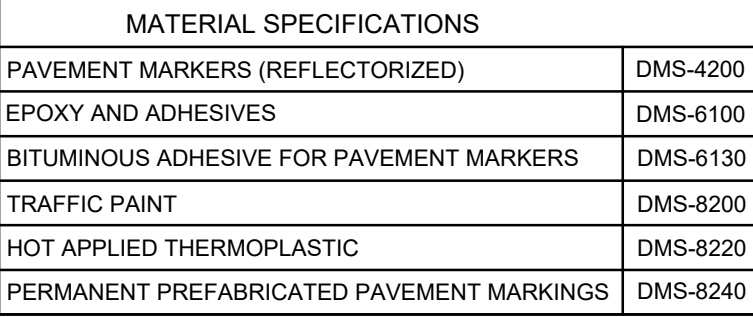
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JERRY WARE DR.  
PVM'T STRIPING  
AND SIGNAGE

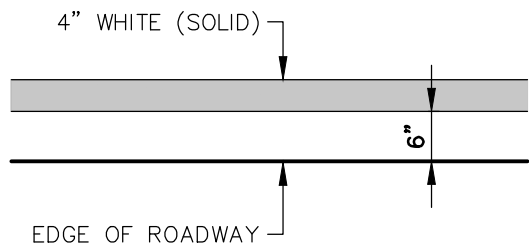
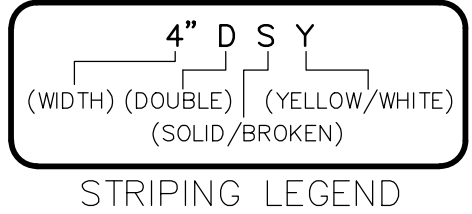
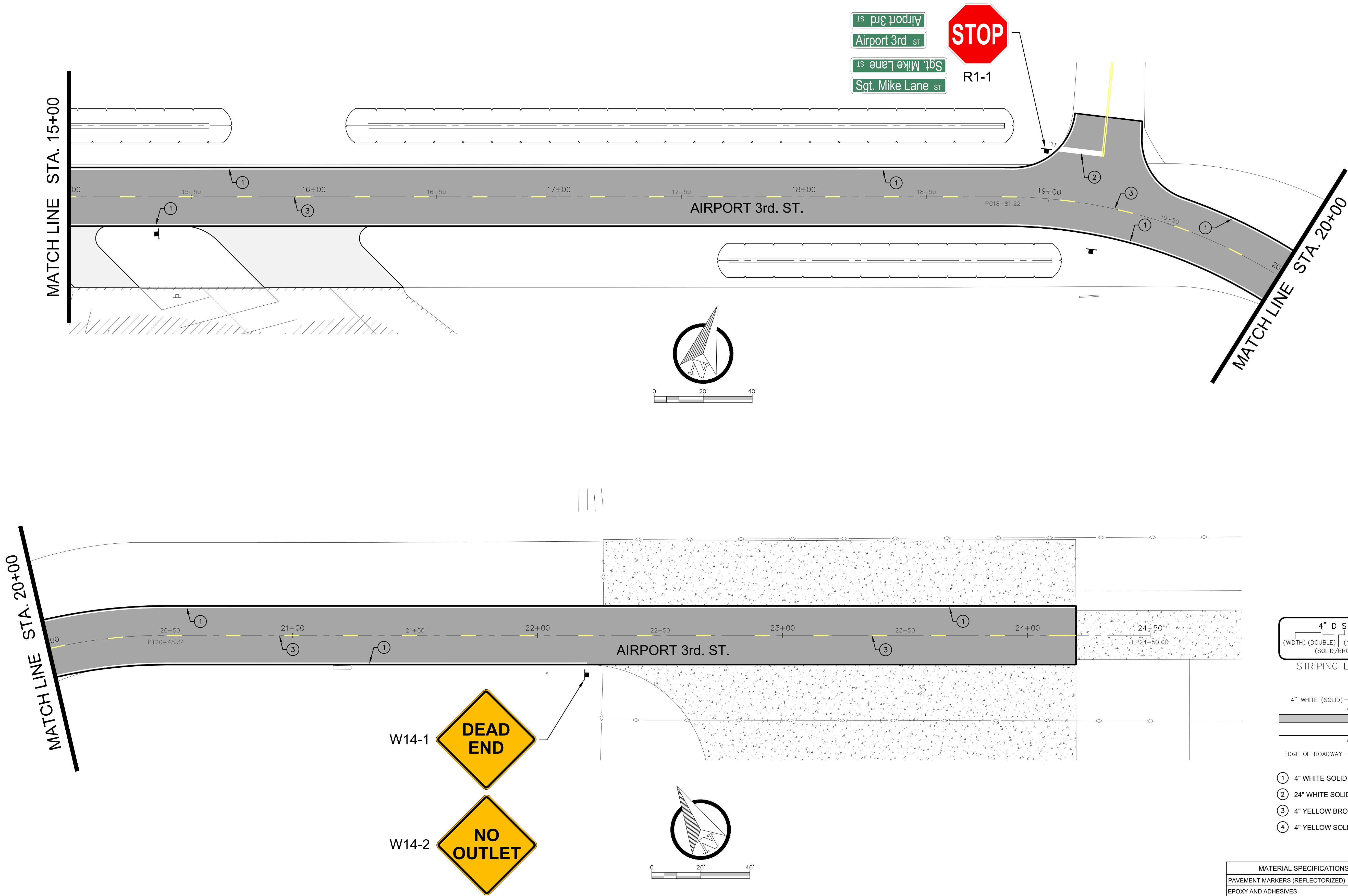
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FS DRAWING NAME: 21200.000_CE_PVM'T STRIPING & SIGNAGE	
AIRORT 3RD. ST. PVM'T STRIPING AND SIGNAGE	
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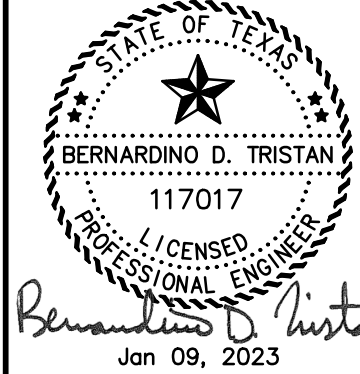


- 1 4" WHITE SOLID STRIPE
- 2 24" WHITE SOLID STRIPE
- 3 4" YELLOW BROKEN STRIPE
- 4 4" YELLOW SOLID STRIPE

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.

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21200.000  
DATE: Jan 09, 2023  
SCALE: 1" = 20'  
DRAWN BY: J.L.H.  
CHECK BY: B.D.T.  
FS DRAWING NAME:  
21200.000\_CE\_PVMT STRIPING & SIGNAGE

AIRPORT 3RD. ST.  
PVM'T STRIPING  
AND SIGNAGE

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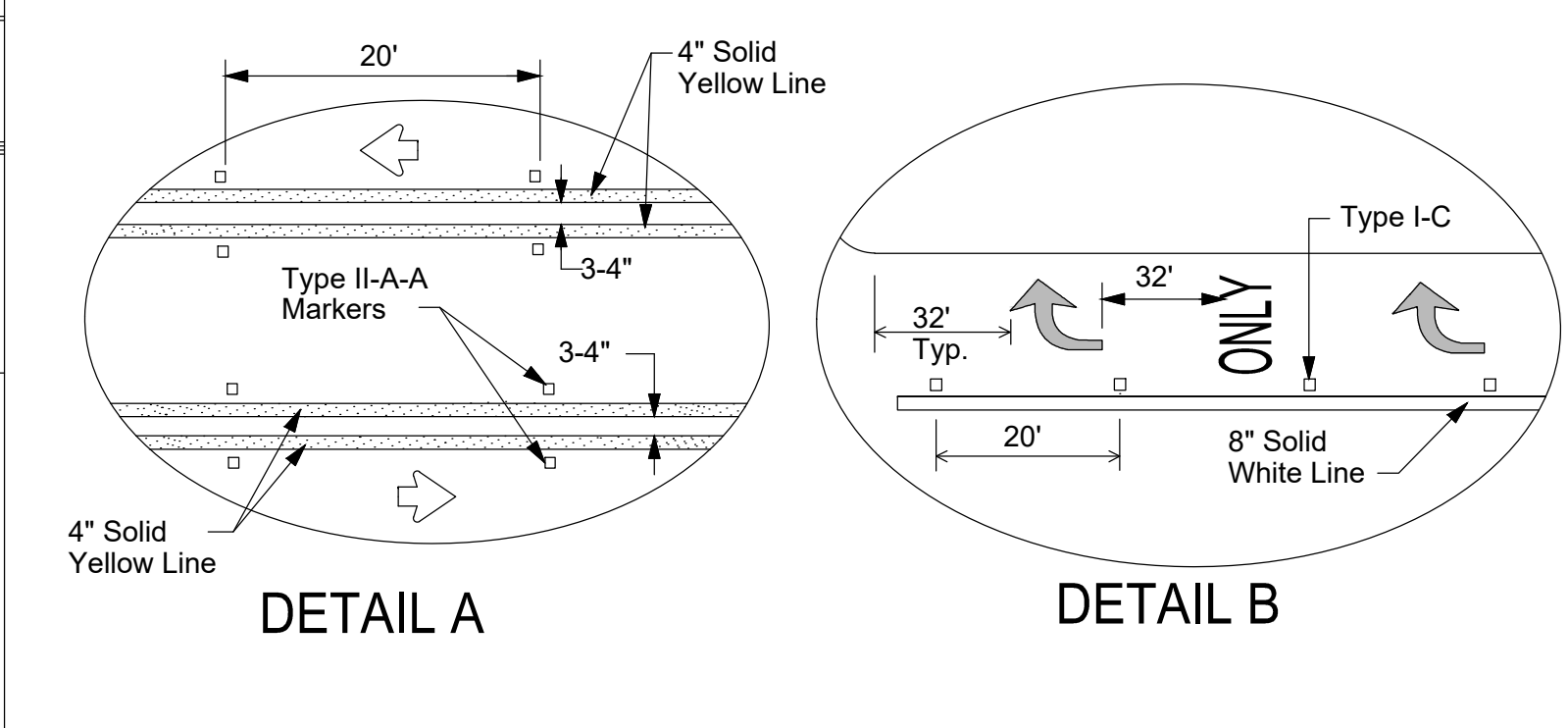
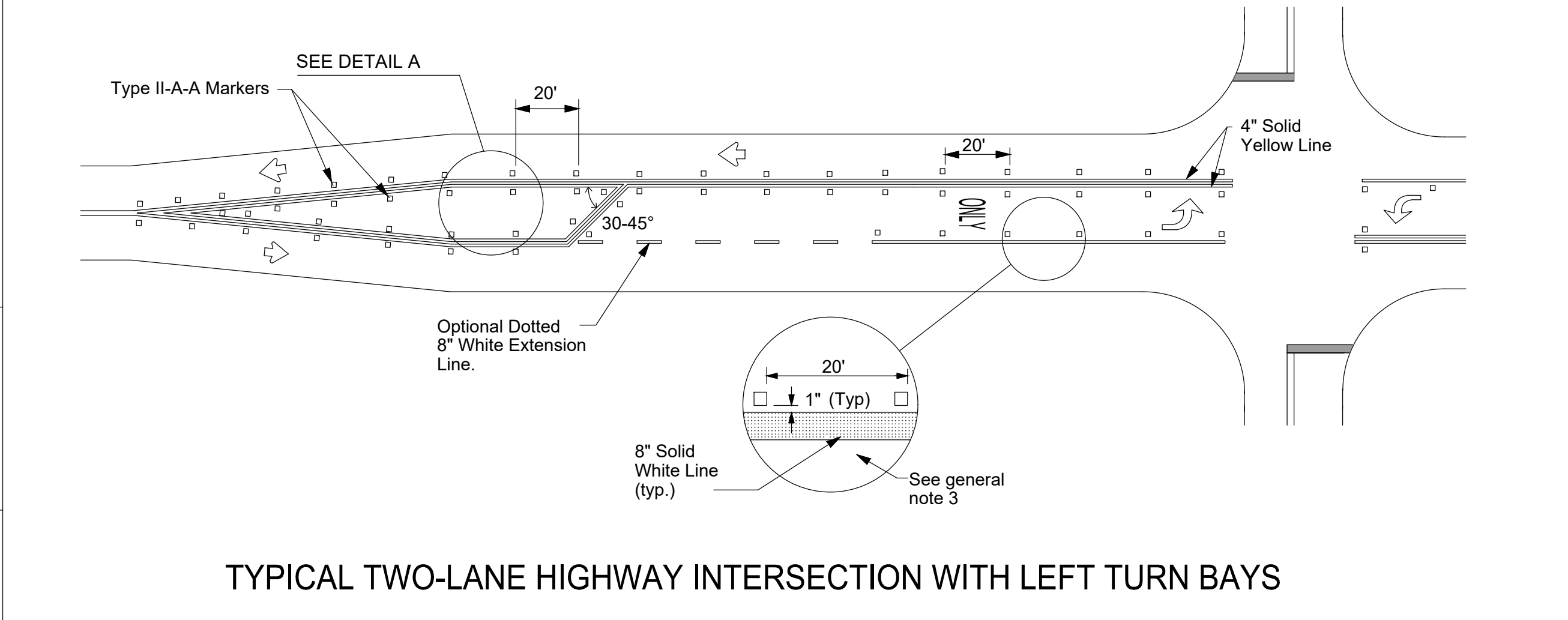
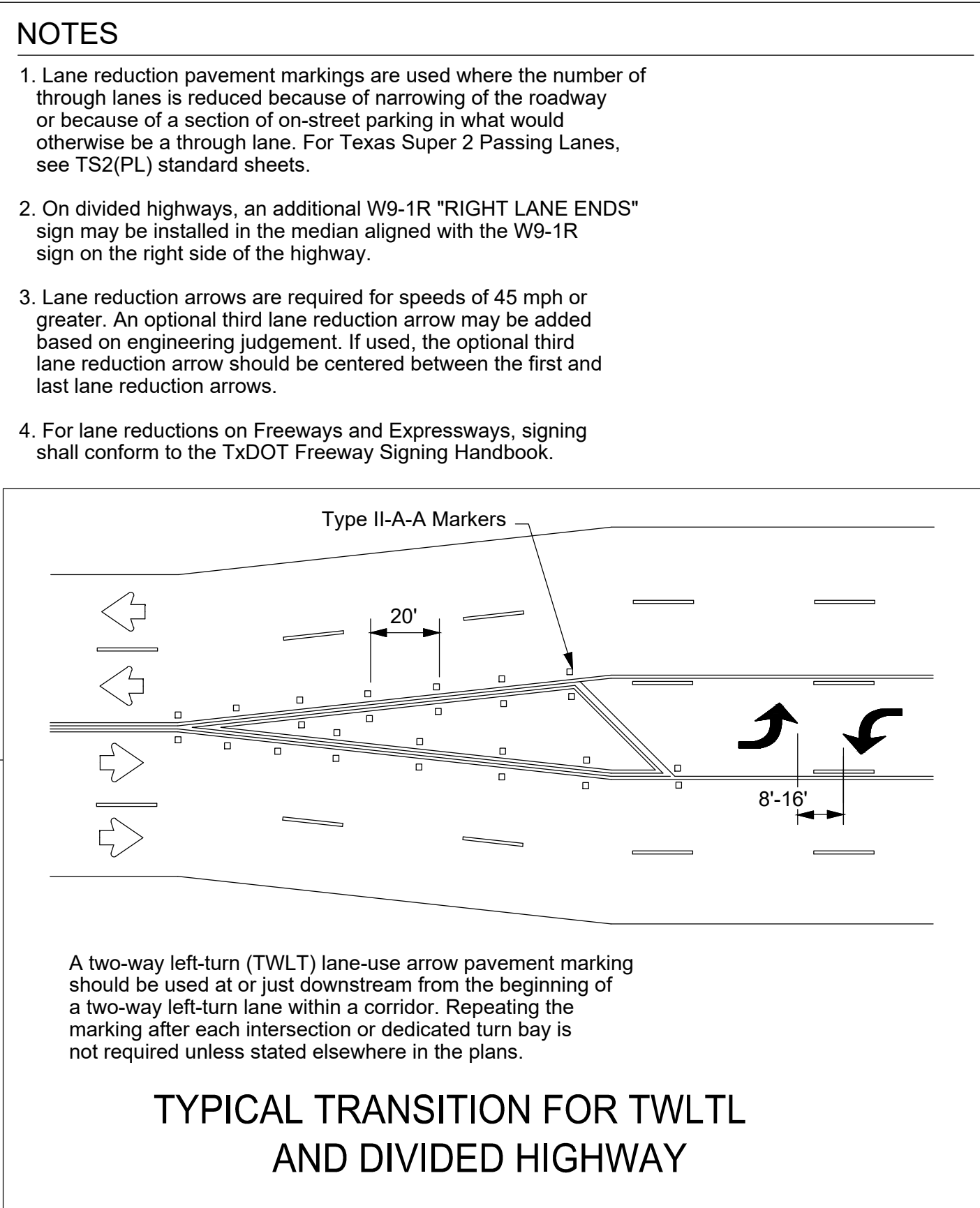
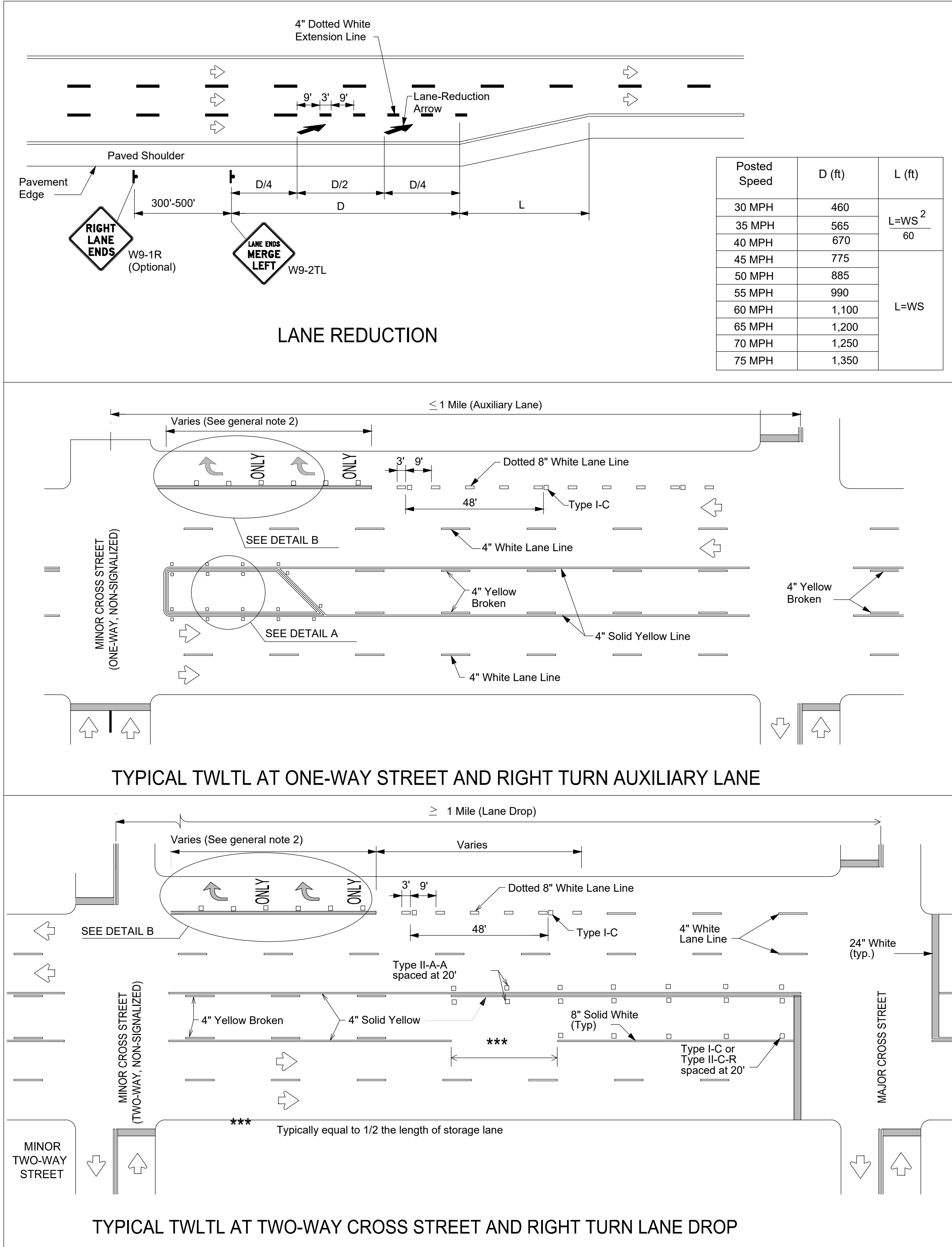


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**GENERAL NOTES**

- Lane use word and arrow markings shall be used where through lanes approaching an intersection become mandatory turn lanes. Lane use word and arrow markings should be used in auxiliary lanes of substantial length. Lane use arrow markings or word and arrow markings may be used in other lanes and turn bays for emphasis. Details for words and arrows are as shown in the Standard Highway Sign Designs for Texas.
- When lane-use words and arrow markings are used, two sets of arrows should be used if the length of the bay is greater than 180 feet. When a single lane use arrow or word and arrow marking is used for a short turn lane, it should be located at or near the upstream end of the full-width turn lane.
- Use raised pavement marker Type I-C with undivided highways, flush medians and two way left turn lanes. Use raised pavement marker Type II-C-R with divided highways and raised medians.
- Length of turn bays, including taper, deceleration, and storage lengths shall be as shown on the plans or as directed by the Engineer.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.

**Texas Department of Transportation**

**TWO-WAY LEFT TURN LANES, RURAL LEFT TURN BAYS, AND LANE REDUCTION PAVEMENT MARKINGS PM(3)-20**

**Traffic Safety Division Standard**

FILE:	pm3-20.dgn	DN:	CONT	SECT	CK:	JOB	DW:	CK:	HIGHWAY
5-00	2-10	REVISIONS							
8-00	2-12								
3-03	6-20								
22C									

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www.fittzshipman.com T.B.P.E. Firm #1160 T.X.L.S. Firm #100186

**JACK BROOKS REGIONAL AIRPORT**

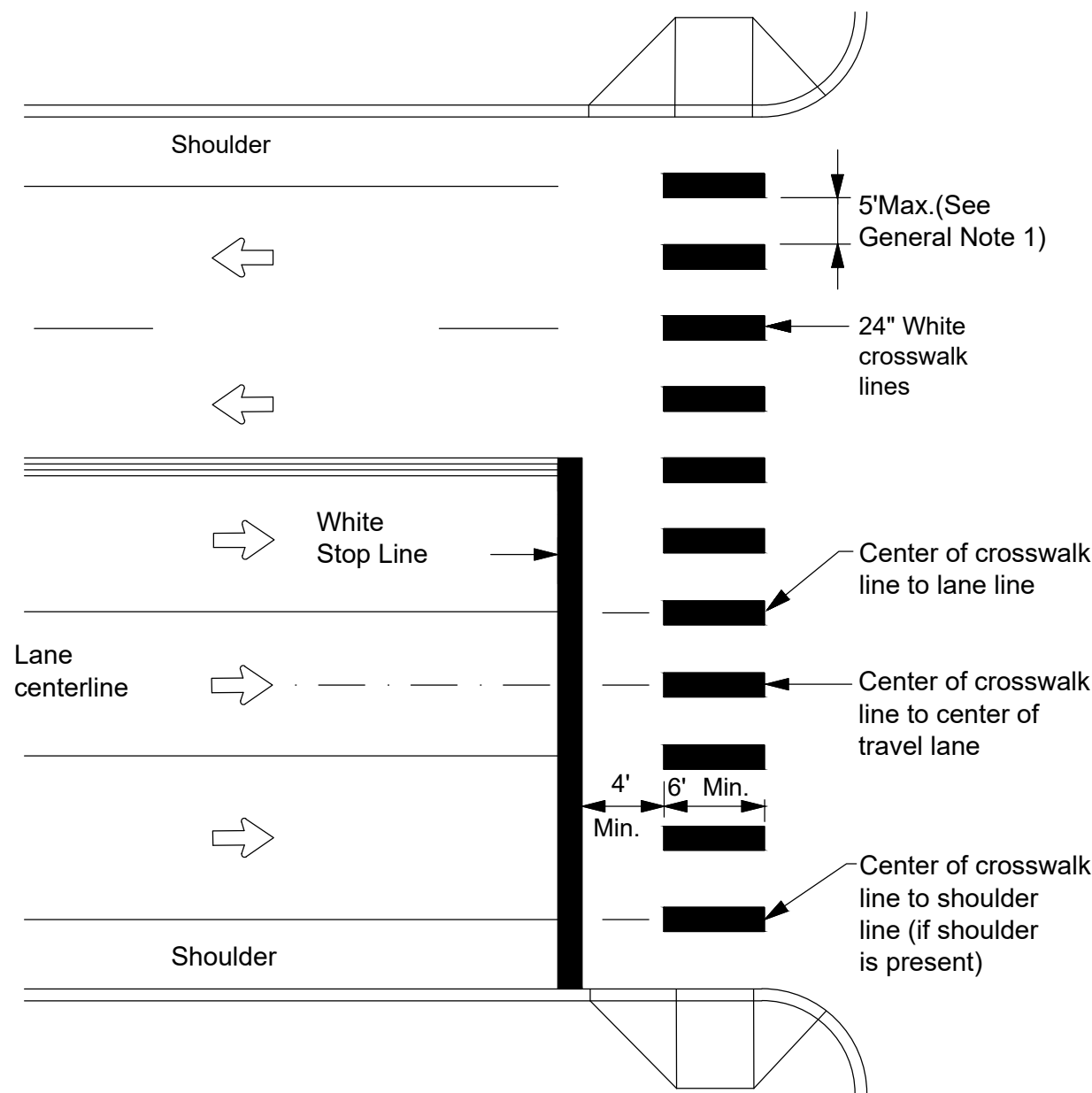
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DRAWN BY: J.L.H.  
CHECK BY: B.D.T.  
FS DRAWING NAME: 21200.000\_CE\_PVMT STRIPING & SIGNAGE

**PAVEMENT STRIPING AND SIGNAGE**

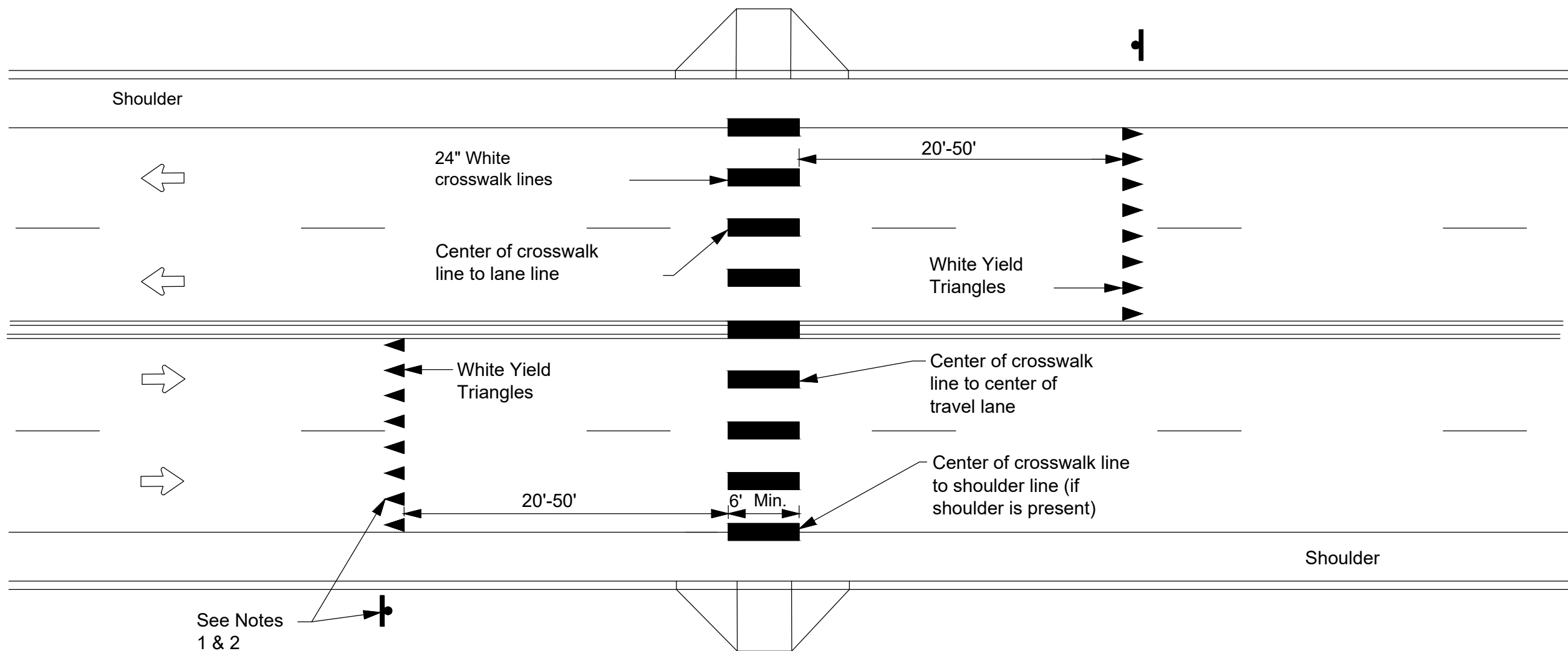
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HIGH-VISIBILITY LONGITUDINAL CROSSWALK  
AT CONTROLLED APPROACH



UNSIGNALIZED MID BLOCK HIGH-VISIBILITY  
LONGITUDINAL CROSSWALK

#### GENERAL NOTES

- Longitudinal crosswalk lines should not be placed in the wheel path of vehicles. Center the crosswalk lines on travel lanes, lane lines, and shoulder lines (if present).
- A minimum 6" clear distance shall be provided to the curb face. If the last crosswalk line falls into this distance it must be omitted.
- For divided roadways, adjustments in spacing of the crosswalk lines should be made in the median so that the crosswalk lines are maintained in their proper location across the travel portion of the roadway.
- At skewed crosswalks, the crosswalk lines are to remain parallel to the lane lines.
- Each crosswalk shall be a minimum of 6' wide.
- The High-Visibility Longitudinal Crosswalk is the preferred crosswalk pattern on State Highways. Other crosswalk patterns as shown in the "Texas Manual on Uniform Traffic Control Devices" may be used. All crosswalk designs and dimension shall comply with the "Texas Manual on Uniform Traffic Control Devices."
- Final placement of Stop Bar/Yield Triangles and Crosswalk shall be approved by the Engineer in the field.

#### MATERIAL SPECIFICATIONS

PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.

#### NOTES

- Use yield triangles with "Yield Here to Pedestrians" signs at unsignalized mid block crosswalks.
- Use stop bars with "Stop Here on Red" signs at mid block crosswalks controlled by traffic signals or pedestrian hybrid beacons.

		<b>Traffic Safety Division Standard</b>	
<b>CROSSWALK PAVEMENT MARKINGS</b>			
<b>PM(4)-20</b>			
FILE: pm4-20.dgn	DN:	CK:	DW:
©TxDOT June 2020	CONT	SECT	JOB
REVISIONS		HIGHWAY	
DIST		COUNTY	SHEET NO.
22D			

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STATE OF TEXAS  
BERNARDINO D. TRISTAN  
117017  
LICENSED PROFESSIONAL ENGINEER  
Jan 09, 2023

**JACK BROOKS**  
REGIONAL AIRPORT

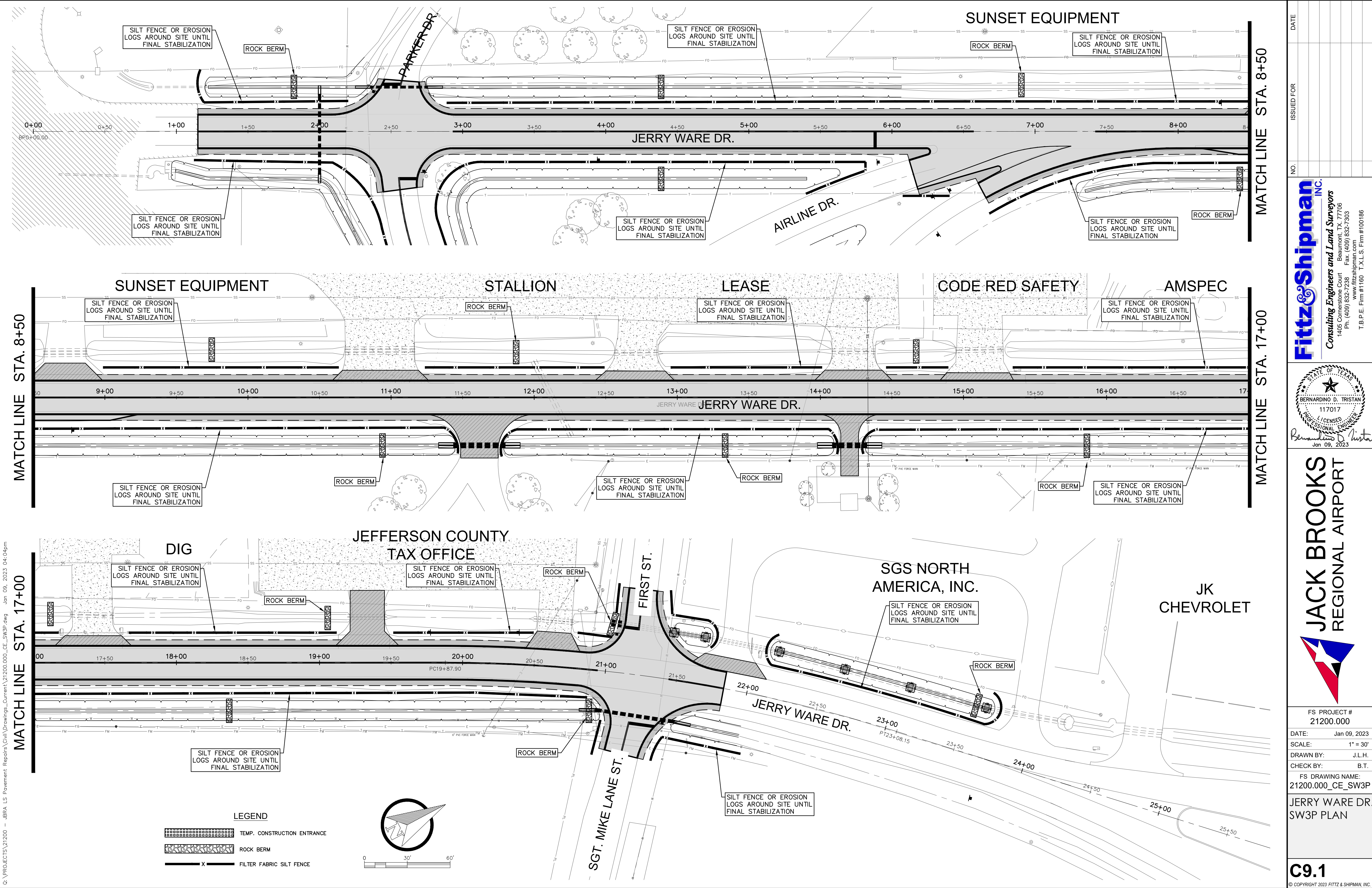
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SCALE: N.T.S.  
DRAWN BY: J.L.H.  
CHECK BY: B.D.T.  
FS DRAWING NAME:  
21200.000\_CE\_PVMT STRIPING & SIGNAGE

PAVEMENT  
STRIPING AND  
SIGNAGE

**C8.7**

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117017  
LICENSED PROFESSIONAL ENGINEER

*Bernardino D. Tristan*  
Jan 09, 2023

**JACK BROOKS**  
REGIONAL AIRPORT

FS PROJECT #  
21200.000

DATE: Jan 09, 2023

SCALE: 1" = 30'

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CHECK BY: B.T.

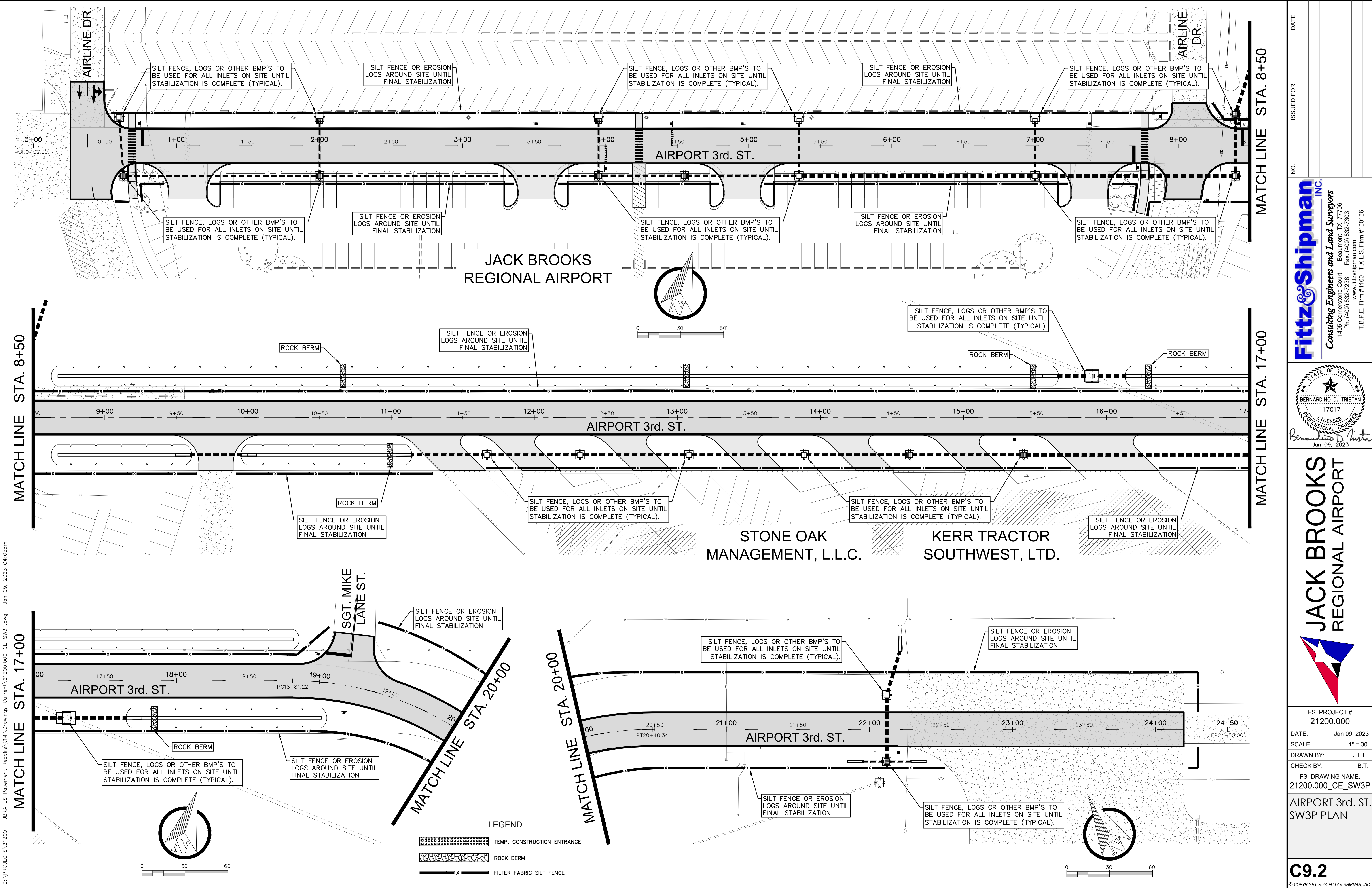
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JERRY WARE DR.  
SW3P PLAN

**C9.1**

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Bernardino D. Tristan  
Jan 09, 2023

**JACK BROOKS**  
REGIONAL AIRPORT

FS PROJECT #  
21200.000

DATE: Jan 09, 2023

SCALE: 1" = 30'

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CHECK BY: B.T.

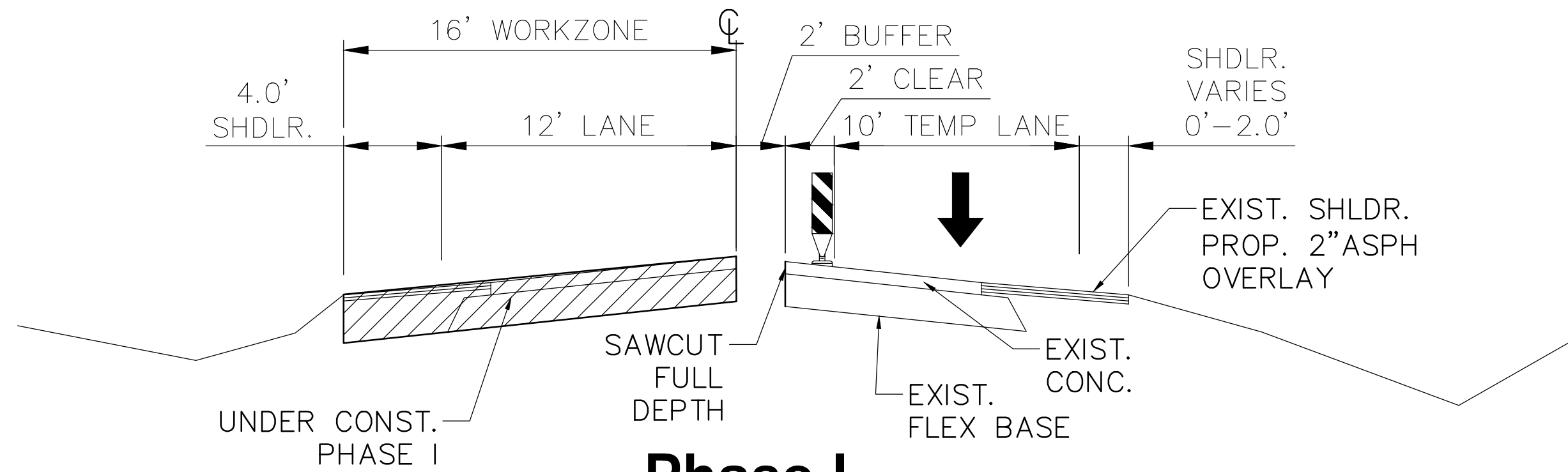
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AIRPORT 3rd. ST.  
SW3P PLAN

C9.2

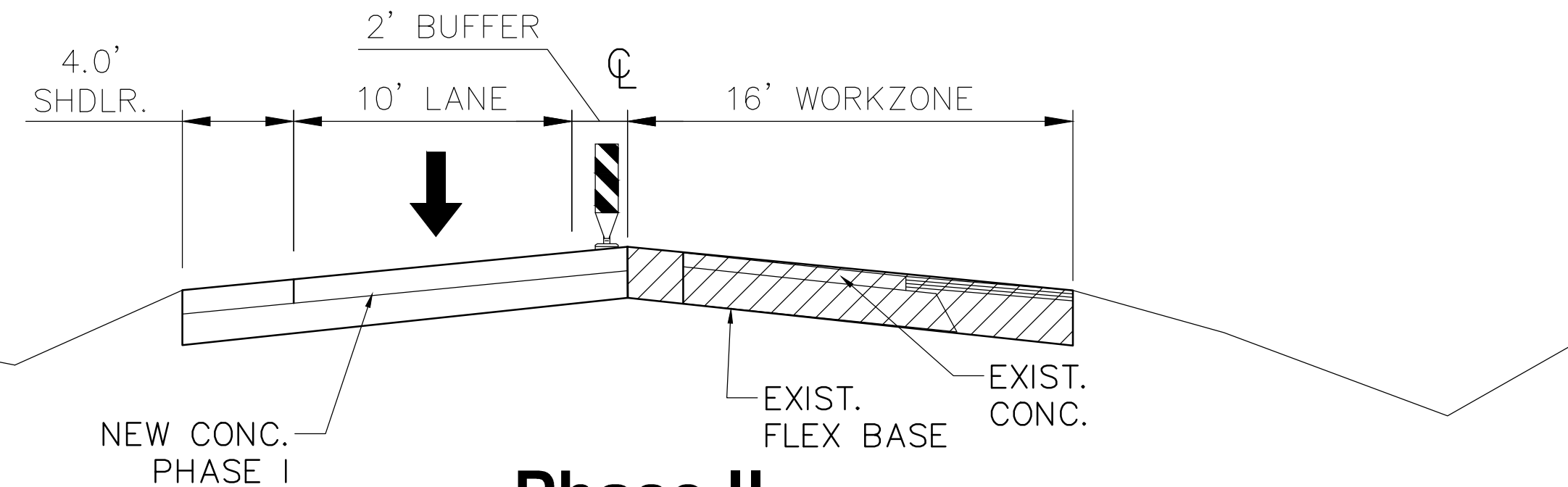
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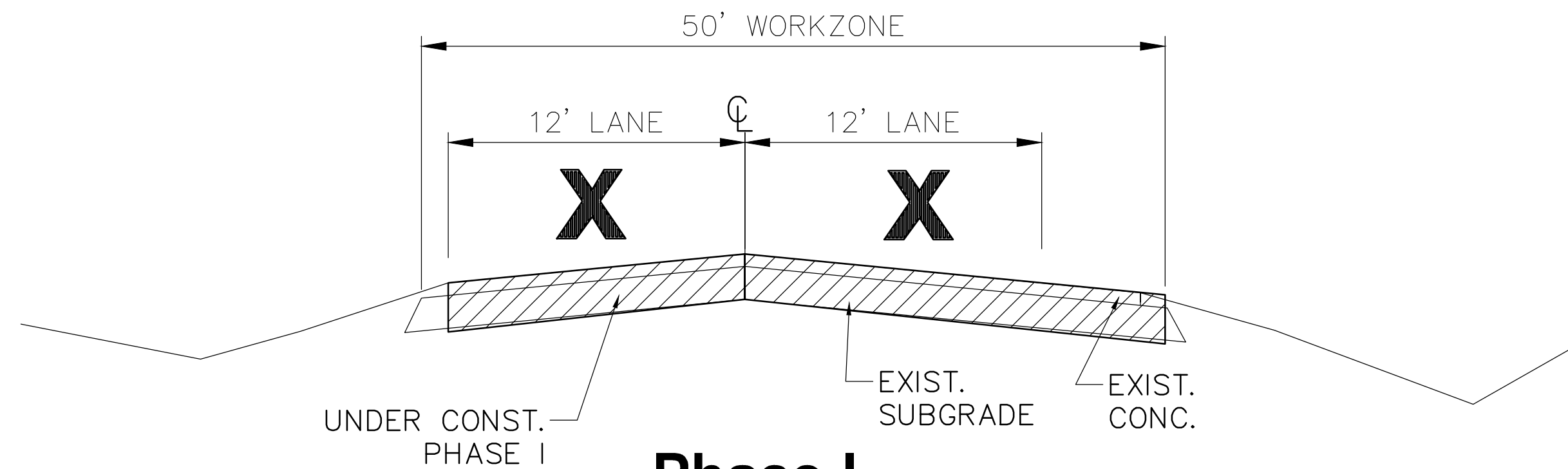
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JERRY WARE ROAD  
STA. 0+00 TO STA. 25+15



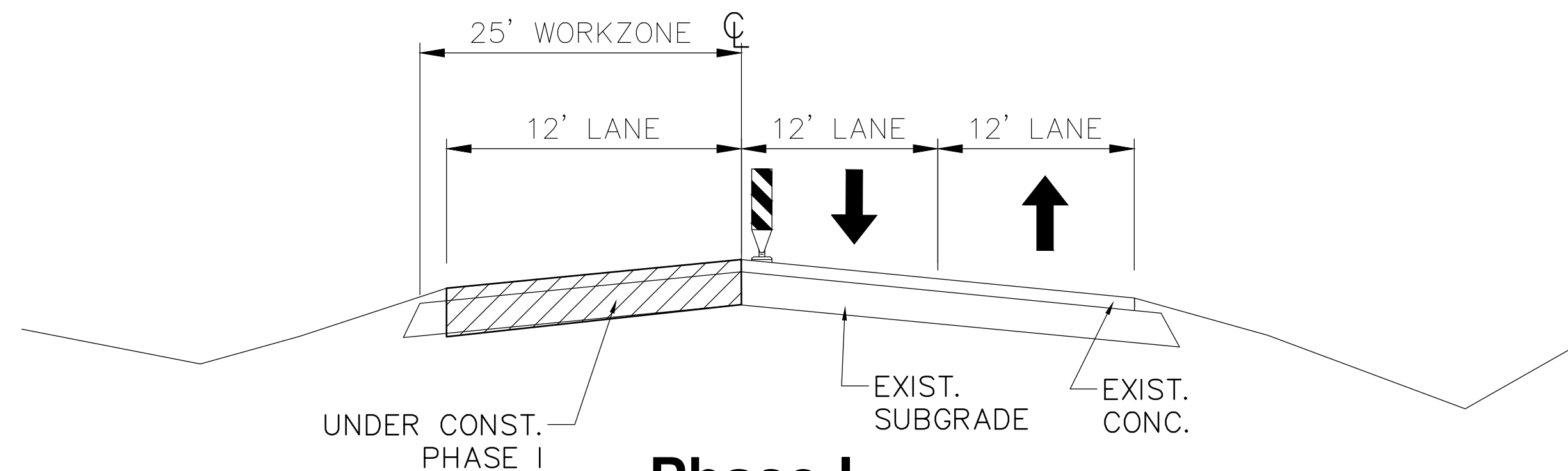
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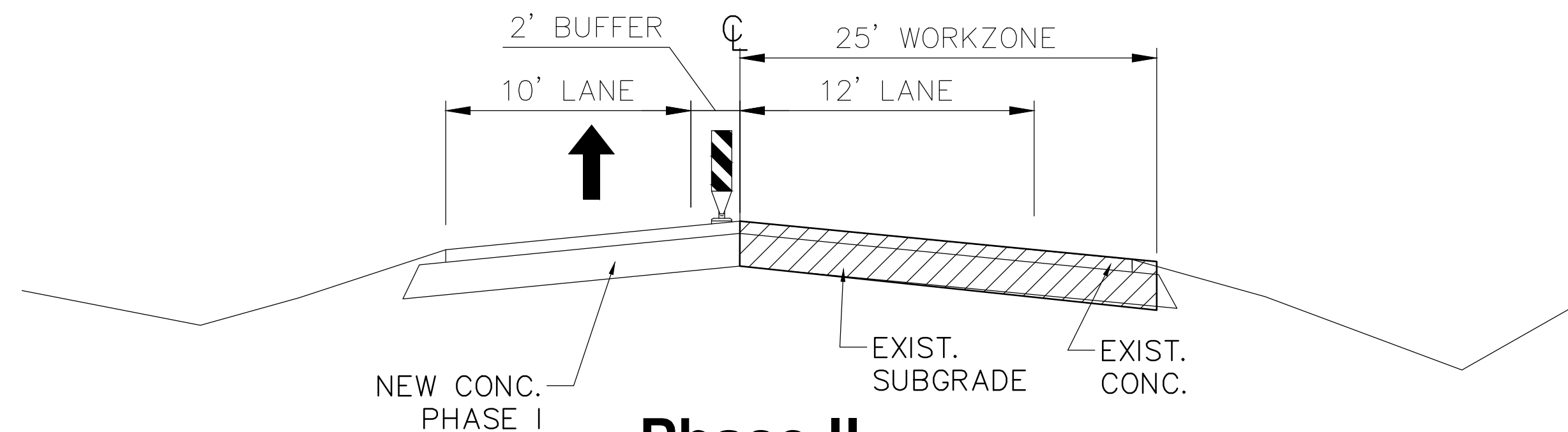
## Phase I Constr. Section

3RD STREET  
STA. 0+00 TO STA. 8+40



## Phase I Constr. Section

3RD STREET  
STA. 8+40 TO STA. 24+20

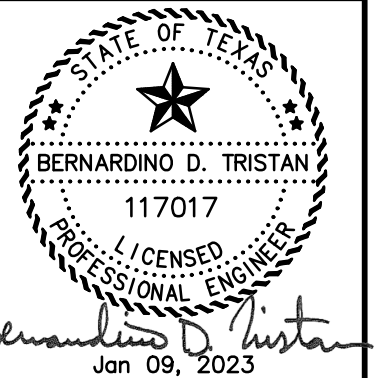


## Phase II Constr. Section

3RD STREET  
STA. 8+40 TO STA. 24+20

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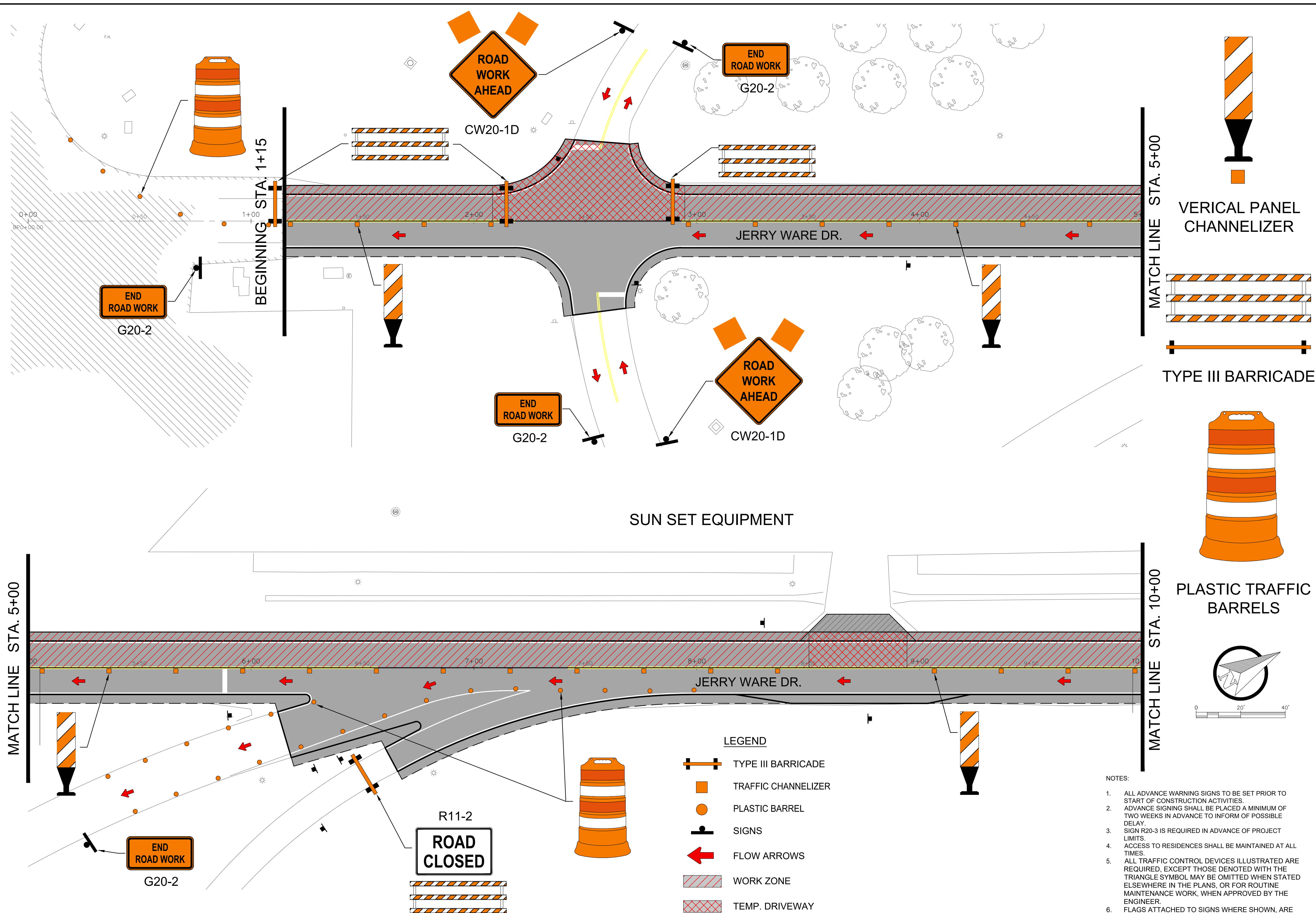
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21200.000  
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SCALE: 1" = 20'  
DRAWN BY: J.L.H.  
CHECK BY: B.D.T.  
FS DRAWING NAME:  
21200.000\_CE\_TRAFFIC CONTROL PLAN

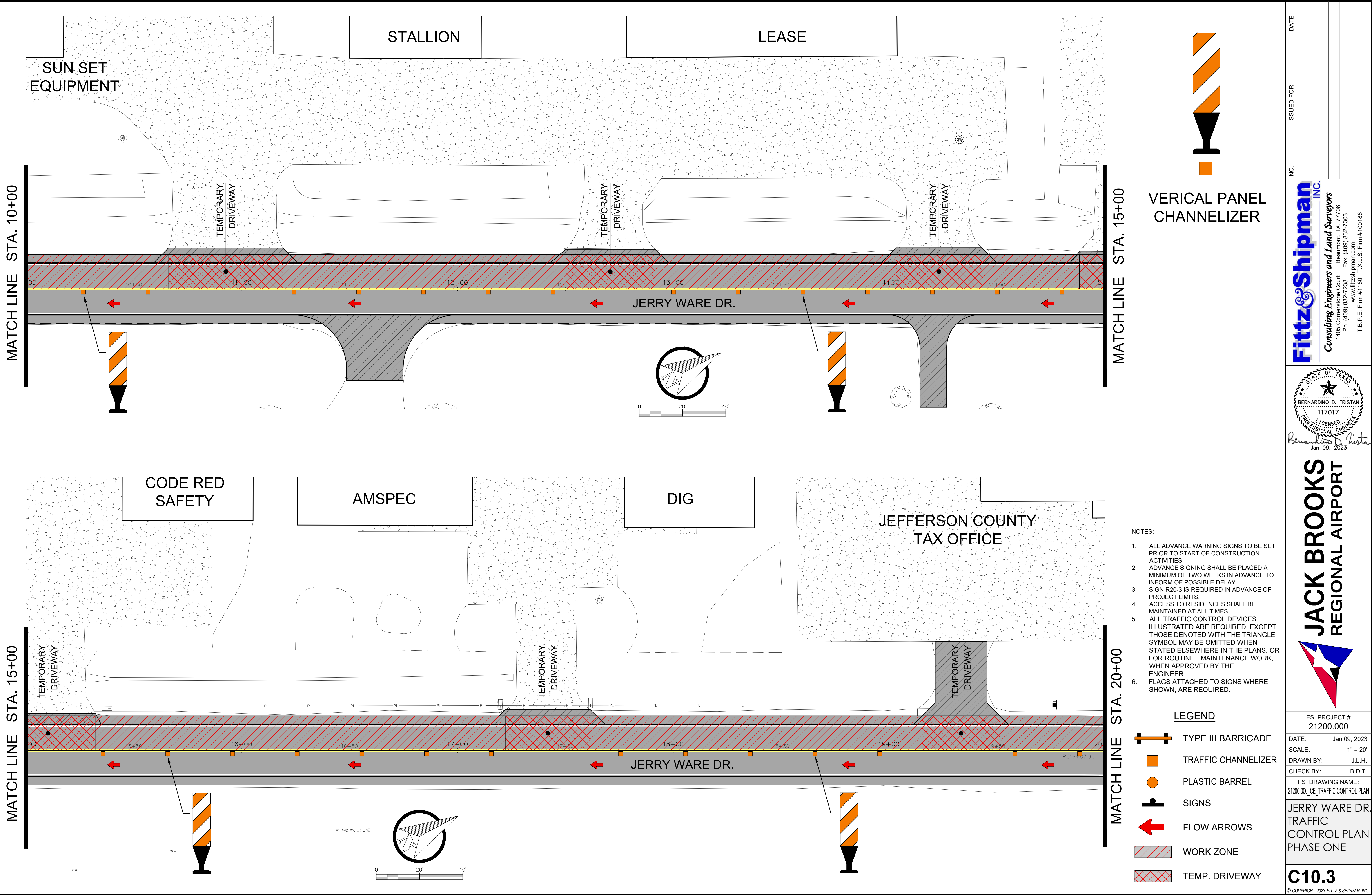
TRAFFIC  
CONTROL PLAN

**C10.1**  
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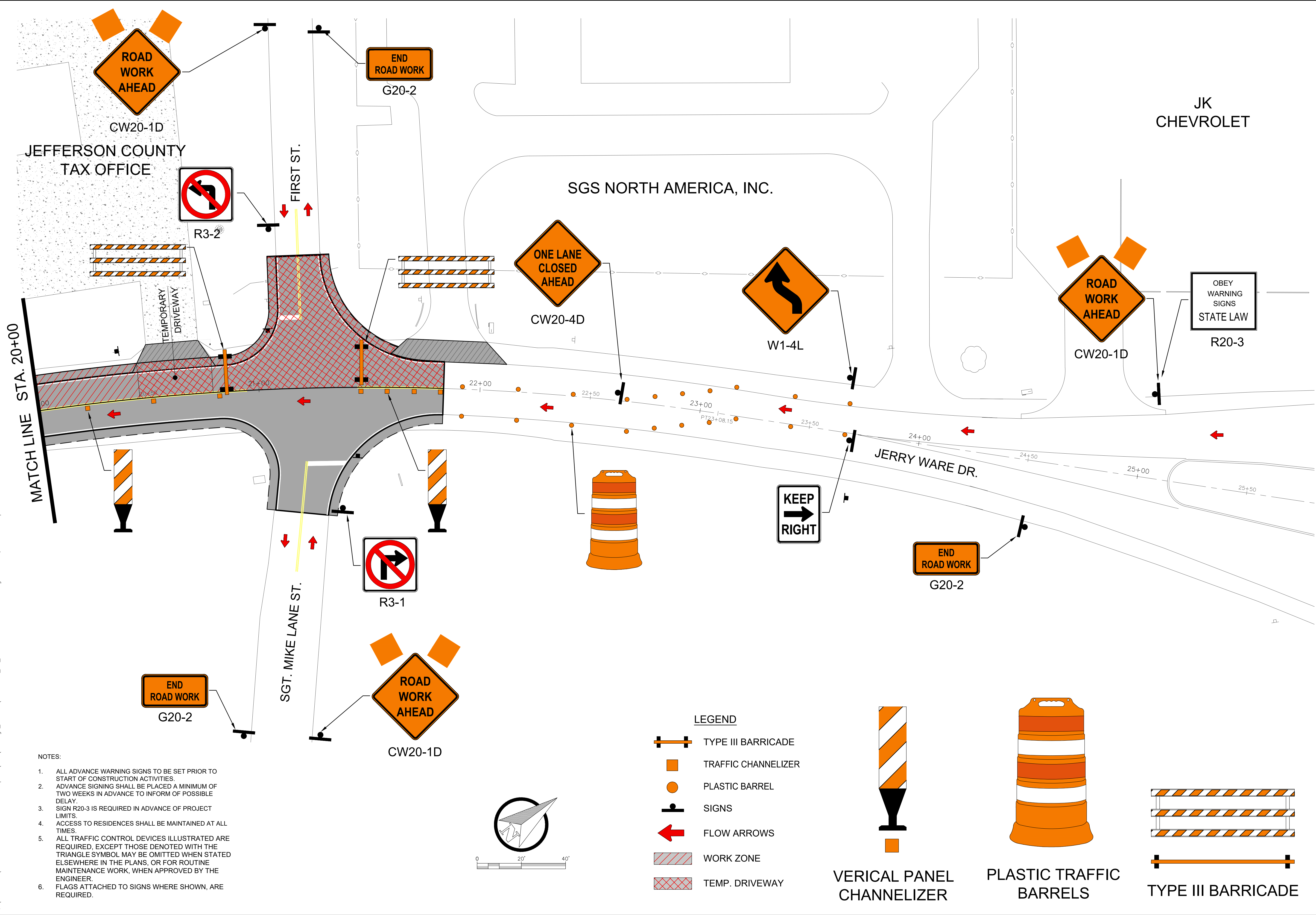


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- NOTES:
1. ALL ADVANCE WARNING SIGNS TO BE SET PRIOR TO START OF CONSTRUCTION ACTIVITIES.
  2. ADVANCE SIGNING SHALL BE PLACED A MINIMUM OF TWO WEEKS IN ADVANCE TO INFORM OF POSSIBLE DELAY.
  3. SIGN R20-3 IS REQUIRED IN ADVANCE OF PROJECT LIMITS.
  4. ACCESS TO RESIDENCES SHALL BE MAINTAINED AT ALL TIMES.
  5. ALL TRAFFIC CONTROL DEVICES ILLUSTRATED ARE REQUIRED, EXCEPT THOSE DENOTED WITH THE TRIANGLE SYMBOL MAY BE OMITTED WHEN STATED ELSEWHERE IN THE PLANS, OR FOR ROUTINE MAINTENANCE WORK, WHEN APPROVED BY THE ENGINEER.
  6. FLAGS ATTACHED TO SIGNS WHERE SHOWN, ARE REQUIRED.

- LEGEND
- TYPE III BARRICADE
  - TRAFFIC CHANNELIZER
  - PLASTIC BARREL
  - SIGNS
  - FLOW ARROWS
  - WORK ZONE
  - TEMP. DRIVEWAY

VERICAL PANEL CHANNELIZER

PLASTIC TRAFFIC BARRELS

TYPE III BARRICADE

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STATE OF TEXAS  
BERNARDINO D. TRISTAN  
117017  
LICENSED PROFESSIONAL ENGINEER  
Bernardino D. Tristan  
Jan 09, 2023

**JACK BROOKS REGIONAL AIRPORT**

FS PROJECT # 21200.000  
DATE: Jan 09, 2023  
SCALE: 1" = 20'  
DRAWN BY: J.L.H.  
CHECK BY: B.D.T.  
FS DRAWING NAME: 21200.000\_CE\_TRAFFIC CONTROL PLAN

JERRY WARE DR. TRAFFIC CONTROL PLAN PHASE ONE

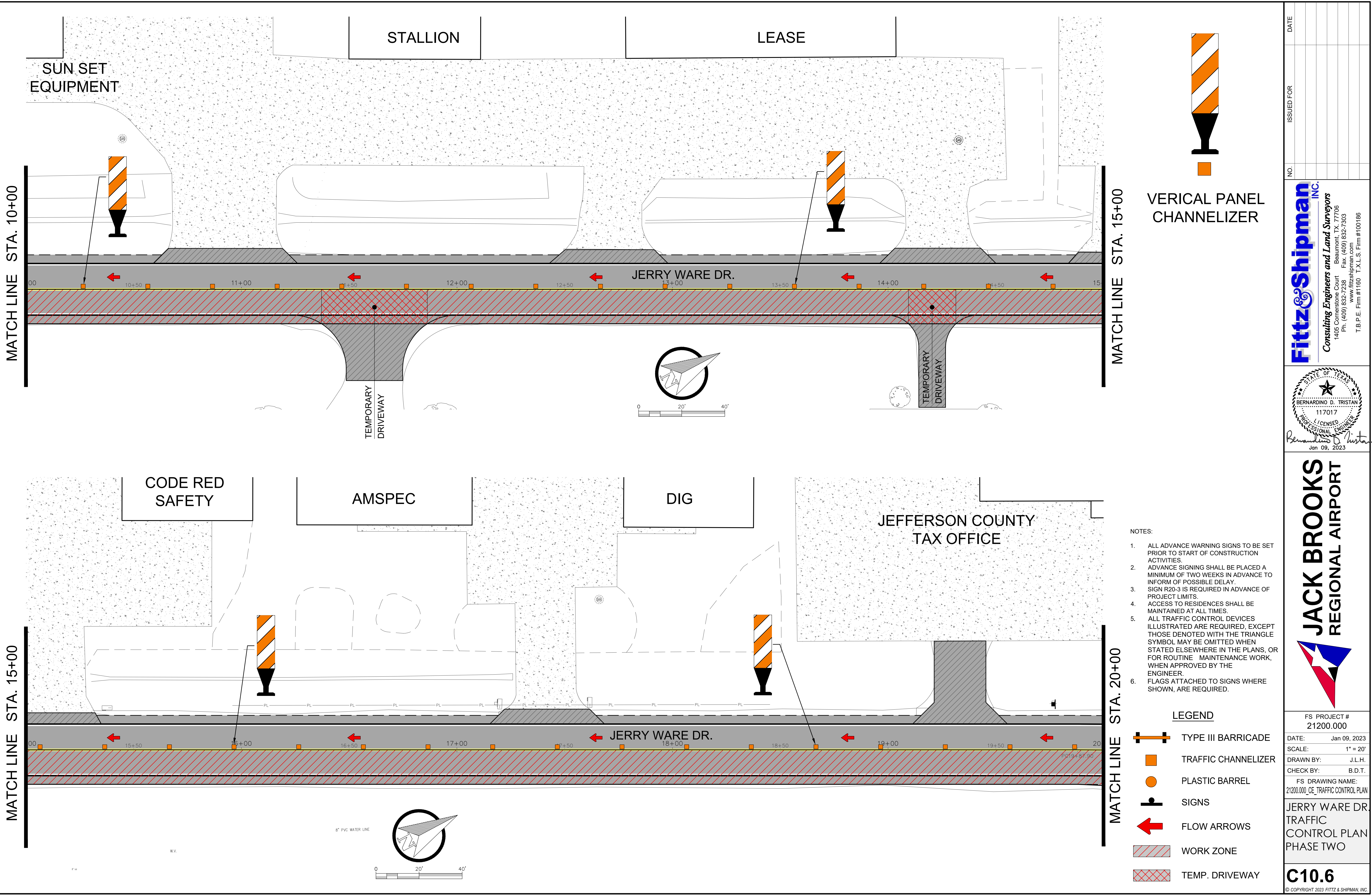
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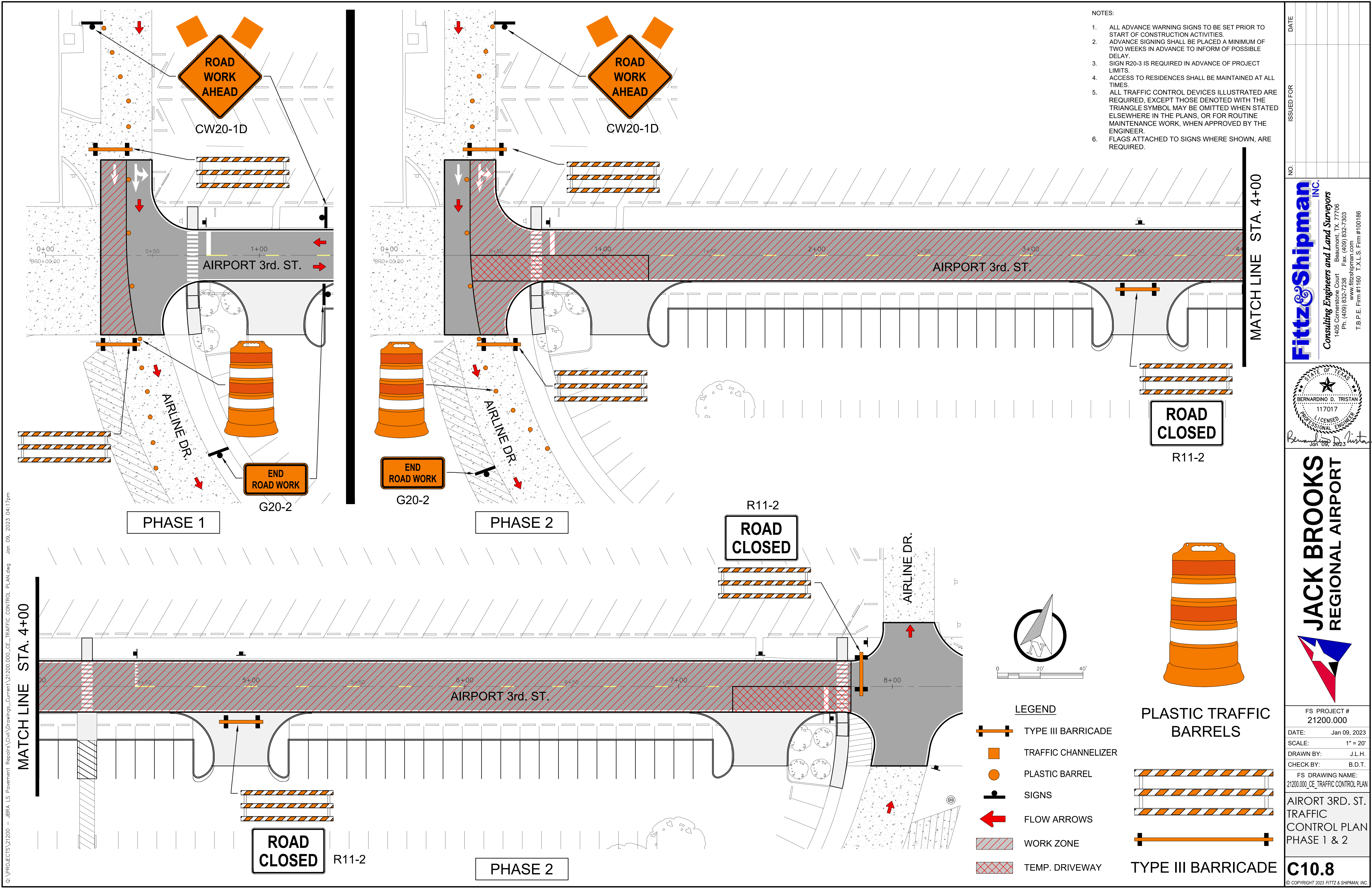
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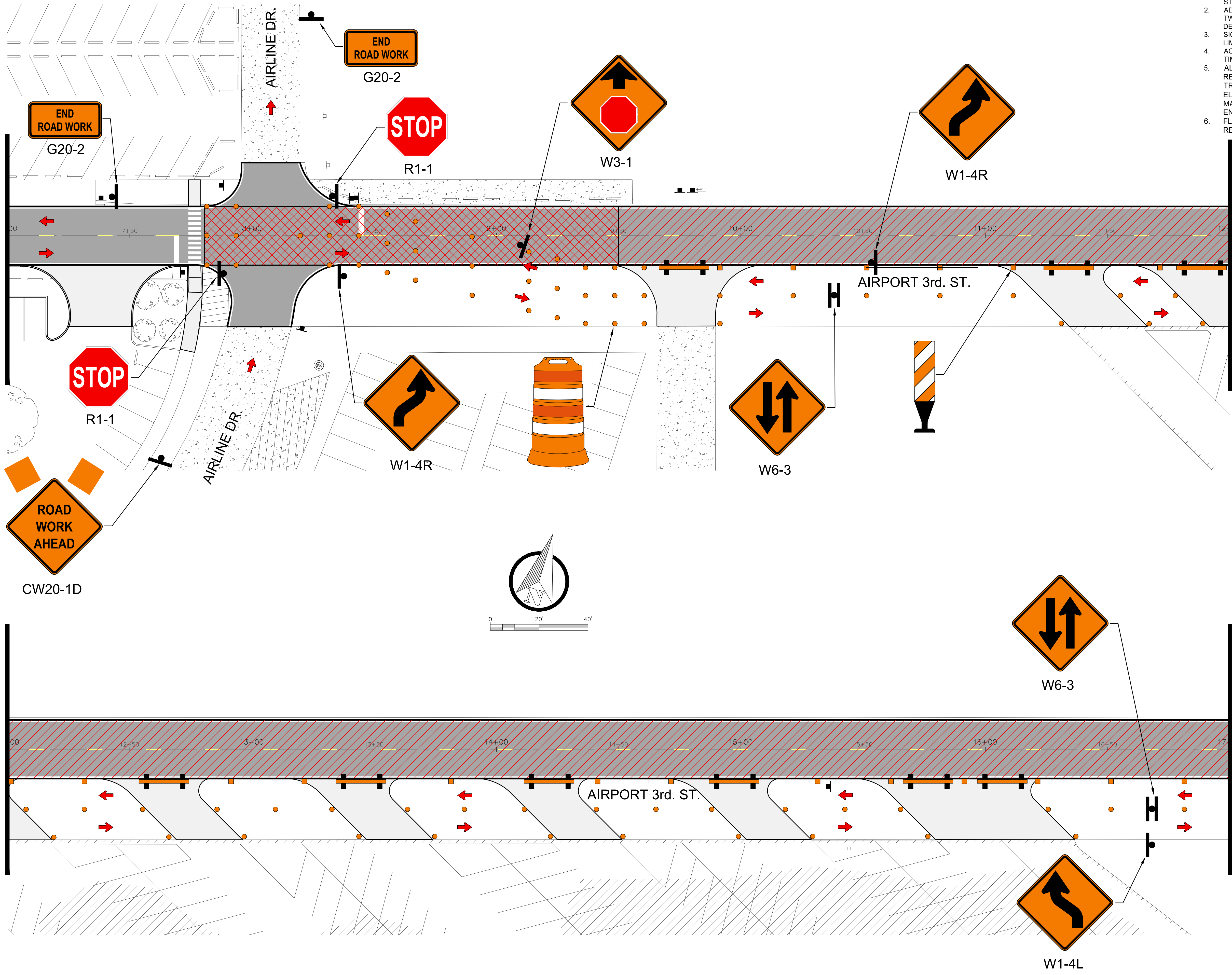
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MATCH LINE STA. 7+00

MATCH LINE STA. 12+00

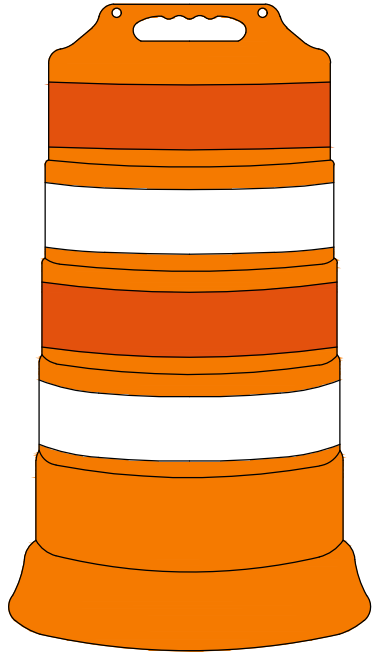
MATCH LINE STA. 12+00

MATCH LINE STA. 17+00

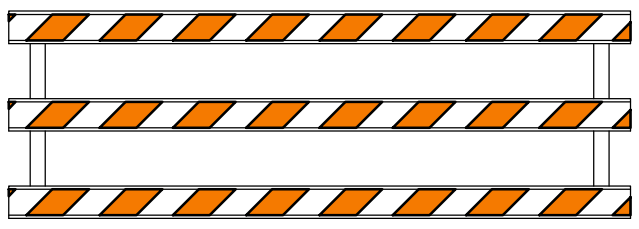


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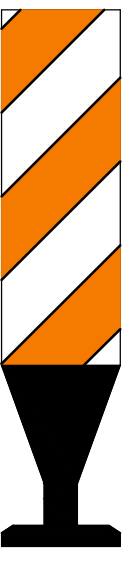
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PLASTIC TRAFFIC BARRELS



TYPE III BARRICADE



VERICAL PANEL CHANNELIZER

LEGEND

- TYPE III BARRICADE
- TRAFFIC CHANNELIZER
- PLASTIC BARREL
- SIGNS
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REGIONAL AIRPORT

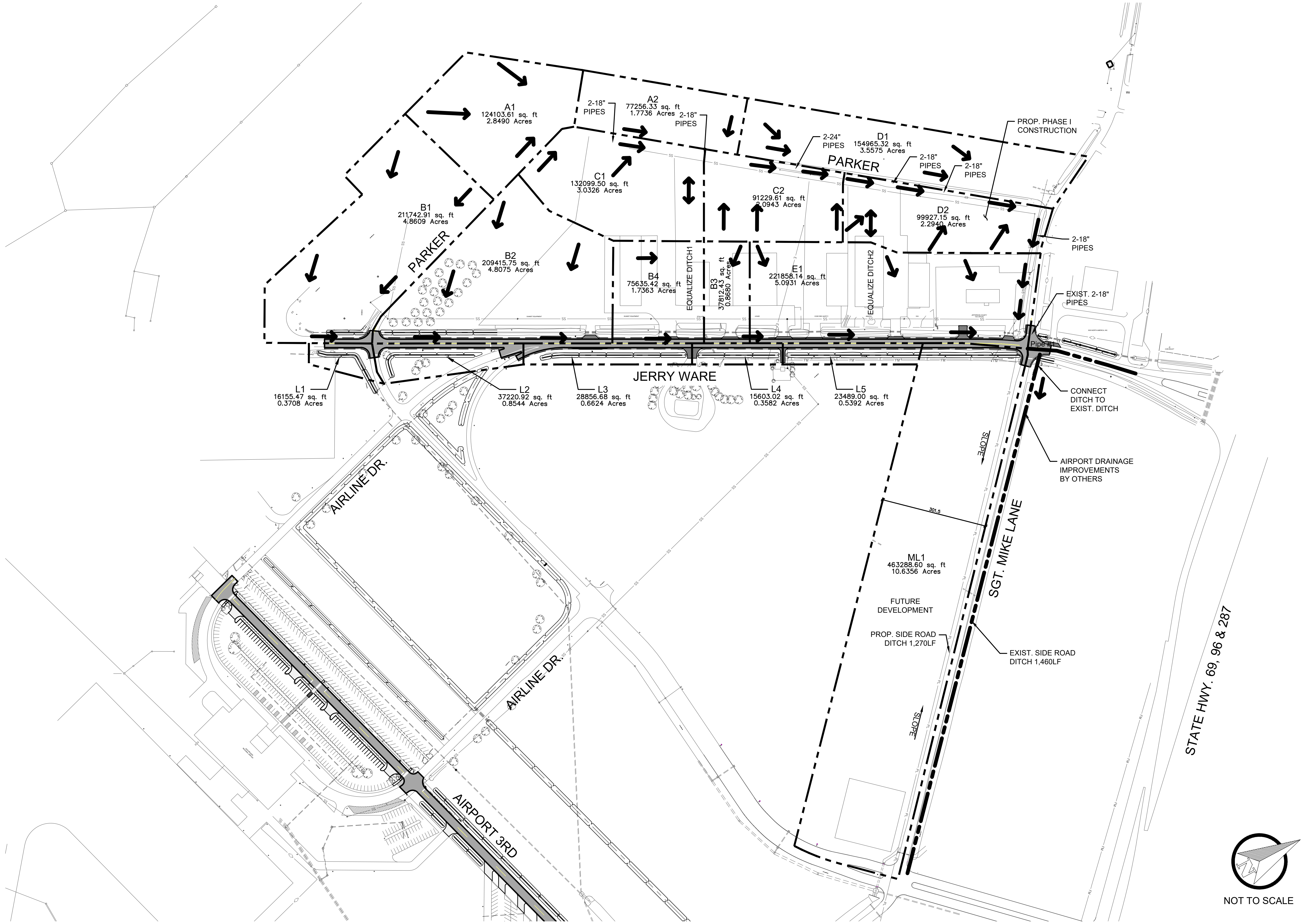
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DATE: Jan 09, 2023  
SCALE: 1" = 20'  
DRAWN BY: J.L.H.  
CHECK BY: B.D.T.  
FS DRAWING NAME:  
21200.000\_CE\_TRAFFIC CONTROL PLAN  
AIRPORT 3RD. ST.  
TRAFFIC  
CONTROL PLAN  
PHASE 3  
**C10.9**  
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Bernarmino D. Tristan  
Jan 09, 2023

**JACK BROOKS**  
REGIONAL AIRPORT

FS PROJECT #  
21200.000

DATE: Jan 09, 2023

SCALE: N.T.S.

DRAWN BY: J.L.H.

CHECK BY: B.D.T.

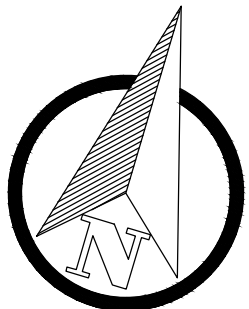
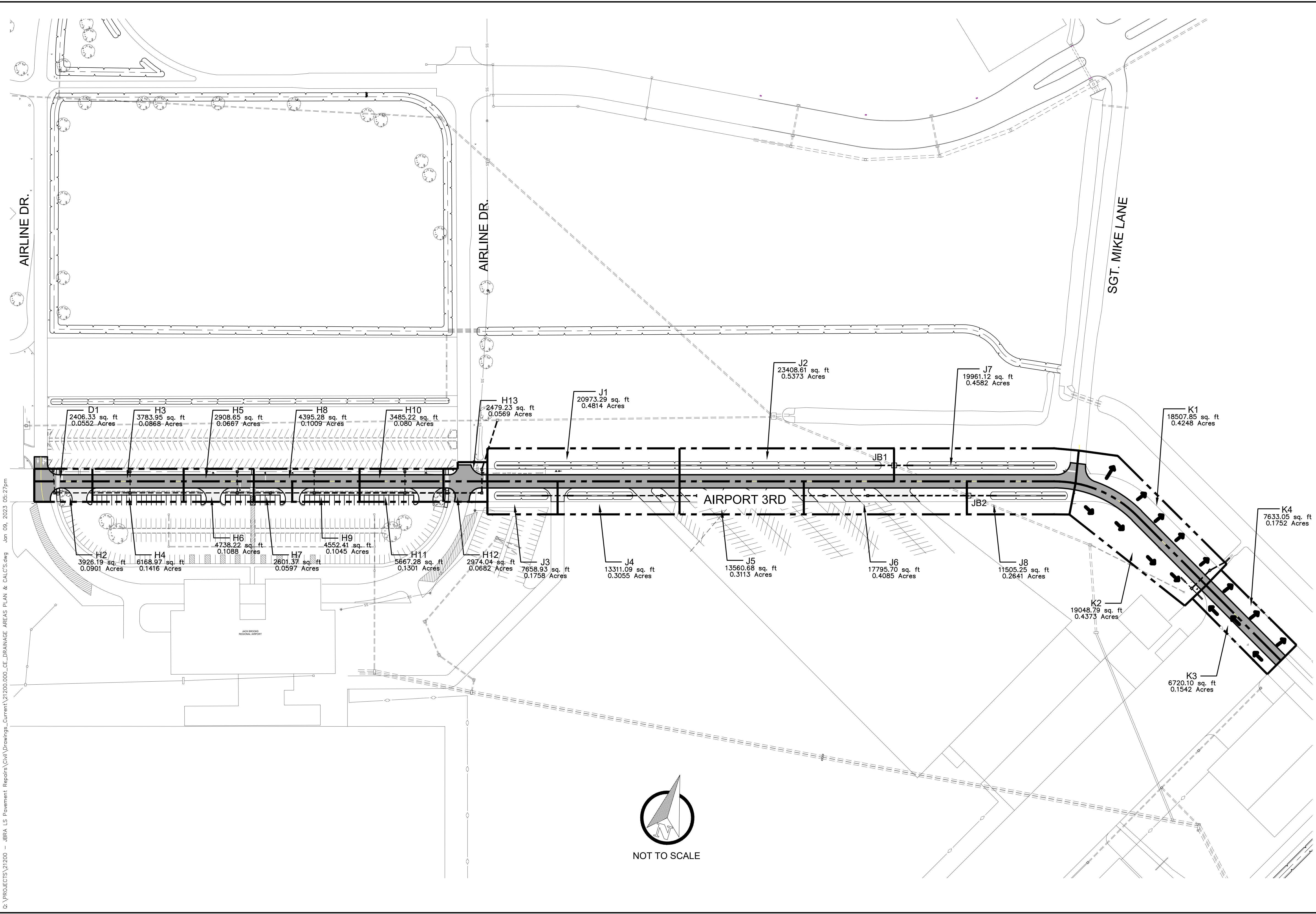
FS DRAWING NAME:  
21200.000\_CE\_DRAINAGE AREAS & CALC'S

JERRY WARE DR.  
DRAINAGE  
AREAS & CALC'S.

**C11.1**  
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Jan 09, 2023

**JACK BROOKS REGIONAL AIRPORT**

FS PROJECT # 21200.000  
DATE: Jan 09, 2023  
SCALE: N.T.S.  
DRAWN BY: J.L.H.  
CHECK BY: B.D.T.  
FS DRAWING NAME: 21200.000\_CE\_DRAINAGE AREAS & CALC'S  
AIRPORT 3rd ST. DRAINAGE AREAS & CALC'S.

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Jefferson Co.																		
Des. Freq.																		
2																		
5																		
10																		
25																		
50																		
100																		
I=b/(t+d)e																		
Atlas 14																		
Zone 1																		
Tc=10A .1761+15																		
DRAINAGE AREA COMPUTATIONS																		
2019																		
e=																		
DRAINAGE	TOTAL	Composite	Pavement	Grass	Combined	Time of	i2	Q2	i5	Q5	i10	Q10	i25	Q25	i50	Q50	i100	Q100
AREA	AREA	C	C	C	C A	Concent.	(in./hr.)	(c.f.s.)	(in./hr.)	(c.f.s.)	(in./hr.)	(c.f.s.)	(in./hr.)	(c.f.s.)	(in./hr.)	(c.f.s.)	(in./hr.)	(c.f.s.)
NO.	(Ac.)	0.60	0.90	0.25		(min.)												
Post-Construction Conditions																		
A1	2.849	2.849	0.000	0.000	1.709	27.0	3.48	5.95	4.61	7.88	5.47	9.34	6.61	11.30	7.47	12.76	8.37	14.30
A2	1.774	1.774	0.000	0.000	1.064	26.1	3.55	3.78	4.70	5.00	5.57	5.92	6.73	7.16	7.59	8.08	8.51	9.05
B1	4.861	4.861	0.000	0.000	2.917	28.2	3.40	9.92	4.51	13.15	5.35	15.60	6.47	18.87	7.31	21.33	8.20	23.91
B2	4.808	4.808	0.000	0.000	2.885	28.2	3.40	9.82	4.51	13.01	5.35	15.43	6.47	18.67	7.32	21.10	8.20	23.66
B3	0.868	0.868	0.000	0.000	0.521	24.8	3.65	1.90	4.82	2.51	5.71	2.97	6.89	3.59	7.78	4.05	8.71	4.54
B4	1.736	1.736	0.000	0.000	1.042	26.0	3.55	3.70	4.70	4.90	5.57	5.80	6.73	7.01	7.60	7.92	8.51	8.87
C1	3.033	3.033	0.000	0.000	1.820	27.2	3.47	6.32	4.60	8.37	5.45	9.92	6.59	12.00	7.45	13.55	8.35	15.19
C2	2.094	2.094	0.000	0.000	1.257	26.4	3.53	4.43	4.67	5.86	5.53	6.95	6.68	8.40	7.55	9.49	8.46	10.63
D1	3.558	3.558	0.000	0.000	2.135	27.5	3.45	7.36	4.57	9.75	5.42	11.56	6.55	13.98	7.40	15.80	8.30	17.71
D2	2.294	2.294	0.000	0.000	1.376	26.6	3.51	4.84	4.65	6.40	5.51	7.59	6.66	9.17	7.52	10.36	8.43	11.60
E1	5.093	5.093	0.000	0.000	3.056	28.3	3.40	10.38	4.50	13.75	5.34	16.31	6.46	19.74	7.30	22.31	8.18	25.01
ML1	10.636	10.636	0.000	0.000	6.381	30.2	3.28	20.93	4.35	27.77	5.17	32.97	6.26	39.93	7.08	45.16	7.94	50.69
Entire Basin	43.60				26.16	34.4	3.04	79.59	4.05	105.92	4.82	125.98	5.85	152.93	6.62	173.21	7.44	194.73
H1	0.055	0.000	0.055	0.000	0.050	21.0	3.96	0.20	5.22	0.26	6.17	0.31	7.43	0.37	8.38	0.42	9.36	0.47
H2	0.090	0.000	0.090	0.000	0.081	21.5	3.91	0.32	5.16	0.42	6.10	0.49	7.35	0.60	8.28	0.67	9.26	0.75
H3	0.087	0.000	0.087	0.000	0.078	21.5	3.92	0.31	5.16	0.40	6.10	0.48	7.35	0.57	8.29	0.65	9.26	0.72
H4	0.142	0.000	0.142	0.000	0.127	22.1	3.87	0.49	5.10	0.65	6.03	0.77	7.27	0.93	8.19	1.04	9.16	1.17
H5	0.067	0.000	0.067	0.000	0.060	21.2	3.95	0.24	5.20	0.31	6.14	0.37	7.40	0.44	8.34	0.50	9.32	0.56
H6	0.109	0.000	0.109	0.000	0.098	21.8	3.89	0.38	5.13	0.50	6.07	0.59	7.31	0.72	8.25	0.81	9.22	0.90
H7	0.060	0.000	0.060	0.000	0.054	21.1	3.96	0.21	5.21	0.28	6.16	0.33	7.42	0.40	8.36	0.45	9.34	0.50
H8	0.101	0.000	0.101	0.000	0.091	21.7	3.90	0.35	5.14	0.47	6.08	0.55	7.33	0.67	8.26	0.75	9.23	0.84
H9	0.105	0.000	0.105	0.000	0.094	21.7	3.90	0.37	5.14	0.48	6.07	0.57	7.32	0.69	8.25	0.78	9.23	0.87
H10	0.080	0.000	0.080	0.000	0.072	21.4	3.93	0.28	5.17	0.37	6.12	0.44	7.37	0.53	8.31	0.60	9.28	0.67
H11	0.130	0.000	0.130	0.000	0.117	22.0	3.88	0.45	5.11	0.60	6.04	0.71	7.28	0.85	8.21	0.96	9.18	1.07
H12	0.068	0.000	0.068	0.000	0.061	21.2	3.94	0.24	5.19	0.32	6.14	0.38	7.40	0.45	8.34	0.51	9.31	0.57
H13	0.057	0.000	0.057	0.000	0.051	21.0	3.96	0.20	5.22	0.27	6.17	0.32	7.43	0.38	8.37	0.43	9.35	0.48
J1	0.481	0.000	0.241	0.241	0.277	23.8	3.72	1.03	4.92	1.36	5.82	1.61	7.02	1.94	7.92	2.19	8.86	2.45
J2	0.537	0.000	0.269	0.269	0.309	24.0	3.71	1.15	4.90	1.51	5.80	1.79	7.00	2.16	7.90	2.44	8.84	2.73
J3	0.176	0.000	0.088	0.088	0.101	22.4	3.84	0.39	5.07	0.51	5.99	0.61	7.23	0.73	8.15	0.82	9.11	0.92
J4	0.306	0.000	0.153	0.153	0.176	23.1	3.78	0.66	4.99	0.88	5.90	1.04	7.12	1.25	8.03	1.41	8.98	1.58
J5	0.311	0.000	0.156	0.156	0.179	23.1	3.78	0.68	4.98	0.89	5.90	1.06	7.11	1.27	8.02	1.44	8.97	1.61
J6	0.409	0.000	0.204	0.204	0.235	23.5	3.74	0.88	4.94	1.16	5.85	1.37	7.06	1.66	7.96	1.87	8.91	2.09
J7	0.458	0.000	0.229	0.229	0.263	23.7	3.73	0.98	4.92	1.30	5.83	1.54	7.03	1.85	7.93	2.09	8.88	2.34
J8	0.264	0.000	0.132	0.132	0.152	22.9	3.80	0.58	5.01	0.76	5.92	0.90	7.15	1.09	8.06	1.22	9.01	1.37
K1	0.425	0.000	0.212	0.212	0.244	23.6	3.74	0.91	4.94	1.21	5.84	1.43	7.05	1.72	7.95	1.94	8.90	2.17
K2	0.437	0.000	0.219	0.219	0.251	23.6	3.74	0.94	4.93	1.24	5.84	1.47	7.04	1.77	7.94	2.00	8.89	2.24
K3	0.154	0.000	0.077	0.077	0.089	22.2	3.86	0.34	5.08	0.45	6.01	0.53	7.25	0.64	8.17	0.73	9.14	0.81
K4	0.175	0.000	0.088	0.088	0.101	22.4	3.84	0.39	5.07	0.51	5.99	0.60	7.23	0.73	8.15	0.82	9.11	0.92
L1	0.371	0.000	0.185	0.185	0.213	23.4	3.76	0.80	4.96	1.06	5.87	1.25	7.08	1.51	7.98	1.70	8.93	1.90
L2	0.854	0.000	0.427	0.427	0.491	24.7	3.65	1.79	4.82	2.37	5.71	2.81	6.90	3.39	7.78	3.82	8.71	4.28
L3	0.662	0.000	0.331	0.331	0.381	24.3	3.68	1.40	4.86	1.85	5.76	2.19	6.95	2.65	7.85	2.99	8.78	3.34
L4	0.358	0.000	0.179	0.179	0.206	23.3	3.76	0.77	4.96	1.02	5.87	1.21	7.08	1.46	7.99	1.65	8.94	1.84
L5	0.539	0.000	0.270	0.270	0.310	24.0	3.71	1.15	4.90	1.52	5.80	1.80	7.00	2.17	7.90	2.45	8.84	2.74

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JACK BROOKS

REGIONAL AIRPORT

FS PROJECT #  
21200.000

DATE: Jan 09, 2023

SCALE: N.T.S.

DRAWN BY: J.L.H.

CHECK BY: B.D.T.

FS DRAWING NAME:  
21200.000\_CE\_DRAINAGE AREAS & CALC'S

JERRY WARE DR.  
AIRPORT 3rd ST.  
DRAINAGE  
AREAS & CALC'S.

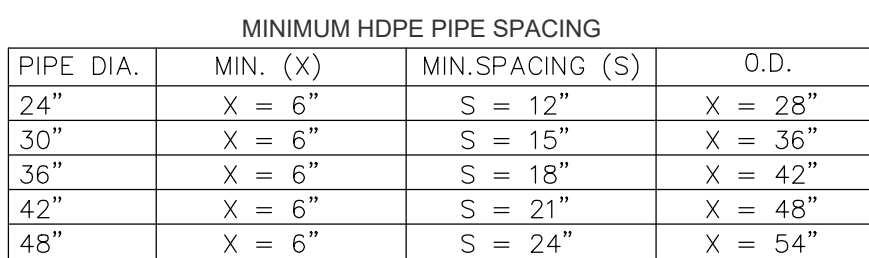
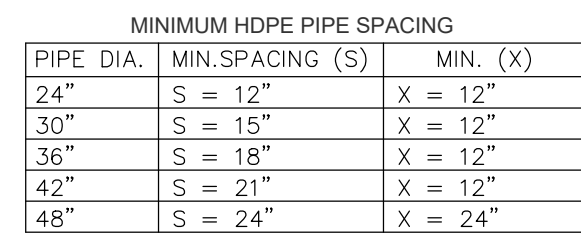
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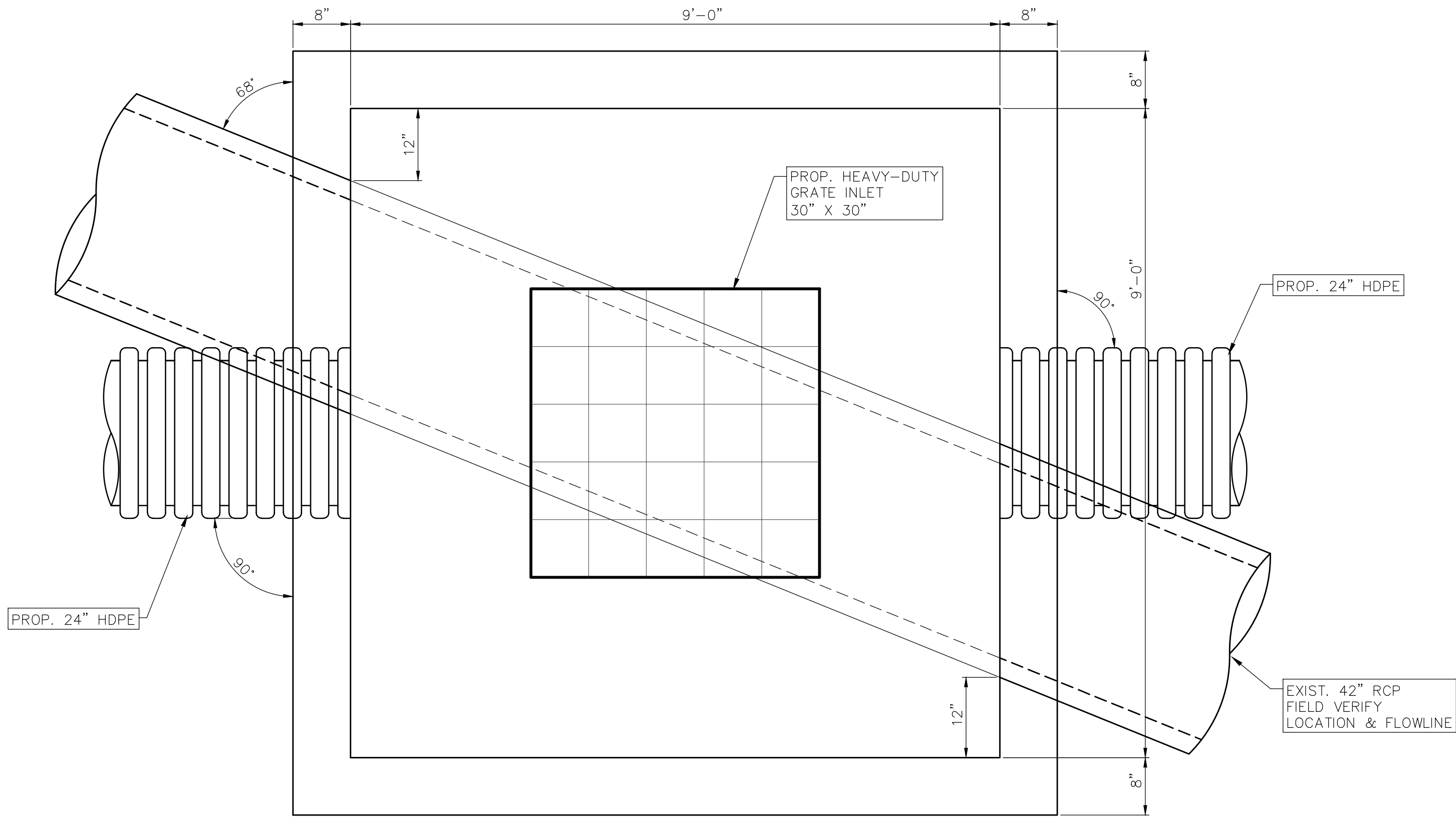
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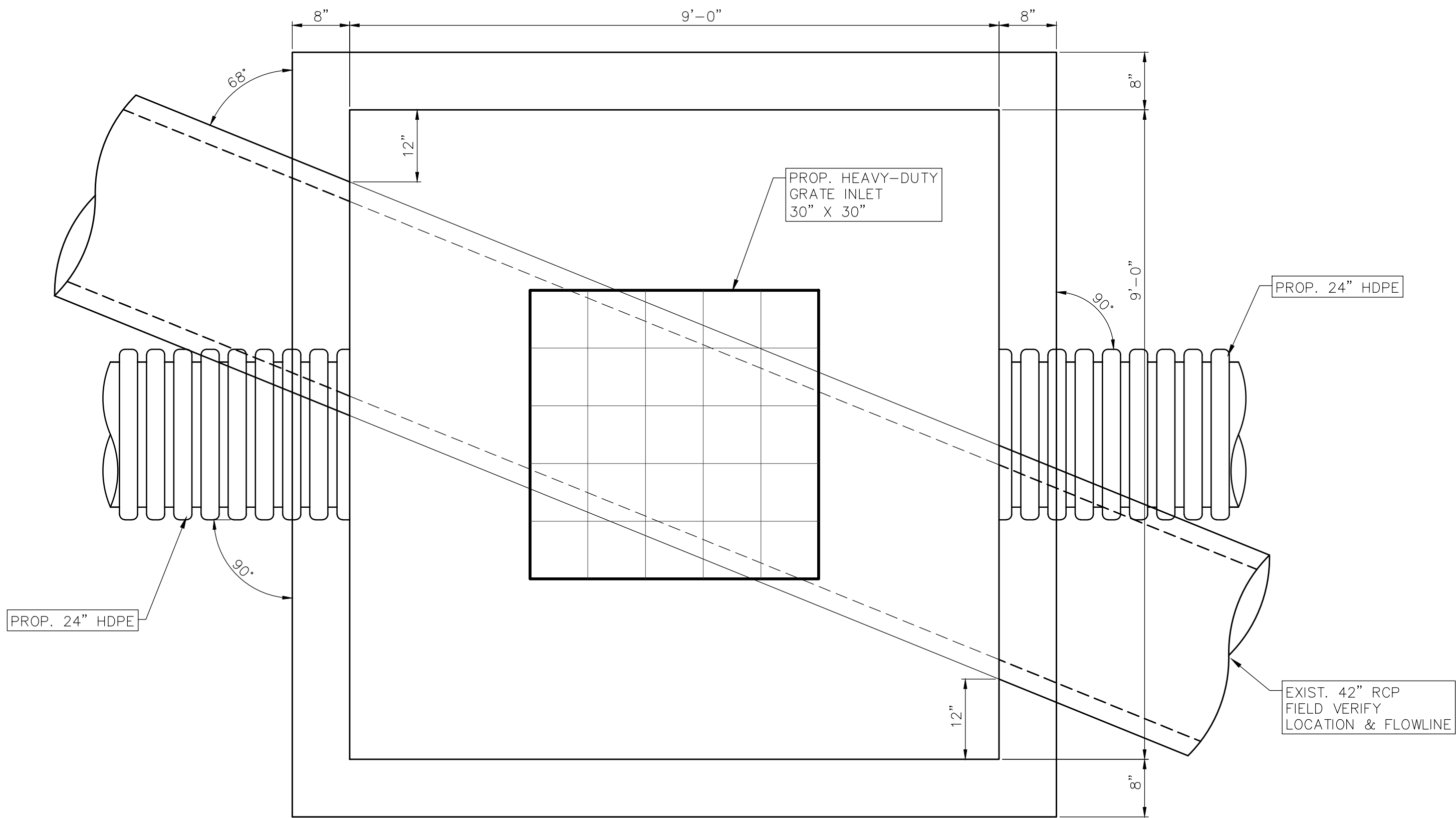
Jefferson Co.												Freq = 10		n= 0.013 RCP pipe									
Atlas 14												b= 88.32		l=b/(t+d)e		n= 0.012 HDPE pipe							
Zone 1												d= 13.43		Tc=10A .1761+15		n= 0.030 earth ditch							
2019												e= 0.752				PIPE							
FROM NO.	TO	Drainage Areas	TOTAL DA (Ac.)	TOTAL CA	Time of Concentration Along sewer line	LNQTH (ft.)					Inlet Time	Used in Design	I (in/hr)	Freq = Q (cfs)	No. (#)	Dia. (in.)	DESIGN Slope %	Cap. (cfs)	Vel. (ft/sec)	REMARKS	+/- $\Lambda$ Q		
A1	A2	A1	2.85	1.71	482	10.0	+	482	/	1.00	(60)= 18.03	27.02	27.02	5.47	9.34	2	24	0.20	20.28	3.50	Pipe	10.94	
A2	N. Ditch	A1+A2	4.62	2.77	471	27.0	+	482	/	3.50	(60)= 29.32	28.09	29.32	5.24	14.54	2	24	0.25	22.68	3.91	Pipe	8.14	
D1	N. Ditch	D1	3.56	2.13	780	29.3	+	471	/	3.91	(60)= 31.33	27.50	31.33	5.07	10.81	2	24	0.20	20.28	3.50	Pipe	9.47	
B1	B2	B1	4.86	2.92	580	10.0	+	580	/	1.00	(60)= 19.67	28.21	28.21	5.35	15.60	3	18	0.30	17.30	3.54	Pipe	1.70	
B2	B4	B1+B2	9.67	5.80	615	28.2	+	580	/	3.54	(60)= 30.95	29.91	30.95	5.10	29.57	3	18	0.30	17.30	3.54	Pipe	-12.27	
B4	B3	B1+B2+B4	11.40	6.84	260	30.9	+	615	/	3.54	(60)= 33.84	30.35	33.84	4.86	33.26	3	18	0.30	17.30	3.54	Pipe	-15.96	
B3	E1	B1+B2+B3+B4	12.27	7.36	290	33.8	+	260	/	3.54	(60)= 35.07	30.55	35.07	4.77	35.11	2	24	0.30	24.84	4.28	Pipe	-10.27	
C1	C2	C1	3.03	1.82	265	10.0	+	265	/	1.00	(60)= 14.42	27.16	27.16	5.45	9.92	2	18	0.20	9.42	2.89	Pipe	-0.50	
C2	D2	C1+C2	5.13	3.08	687	27.2	+	265	/	2.89	(60)= 28.69	28.34	28.69	5.30	16.31	2	24	0.20	20.28	3.50	Pipe	3.97	
D2	E1	C1+C2+D2	7.42	4.45	575	28.7	+	687	/	3.50	(60)= 31.96	29.23	31.96	5.01	22.32	2	18	0.30	11.53	3.54	Pipe	-10.78	
E1	Pipe 1	C1+C2+D2+E1	12.51	7.51	200	32.0	+	575	/	3.54	(60)= 34.67	30.60	34.67	4.80	36.03	2	18	1.20	23.07	7.07	Pipe	-12.96	







**STORM JUNCTION MANHOLE**  
**3rd STREET**  
**STA. 15+89 (L)**



**STORM JUNCTION MANHOLE**  
**3rd STREET**  
**STA. 17+25 (R)**

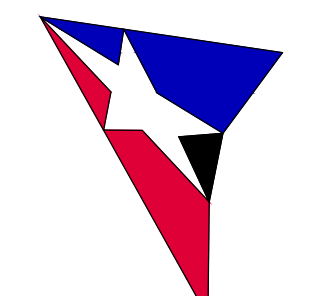
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STATE OF TEXAS  
117017  
BERNARDINO D. TRISTAN  
LICENSED PROFESSIONAL ENGINEER  
Bernardino D. Tristan  
Jan 09, 2023

**JACK BROOKS**  
REGIONAL AIRPORT

FS PROJECT # 21200.000	
DATE:	Jan 09, 2023
SCALE:	N.T.S.
DRAWN BY:	J.L.H.
CHECK BY:	B.D.T.
FS DRAWING NAME: 21200.000_CE_DRAINAGE AREAS & CALC'S	
DRAINAGE STANDARDS AND DETAILS	
<b>C12.2</b>	



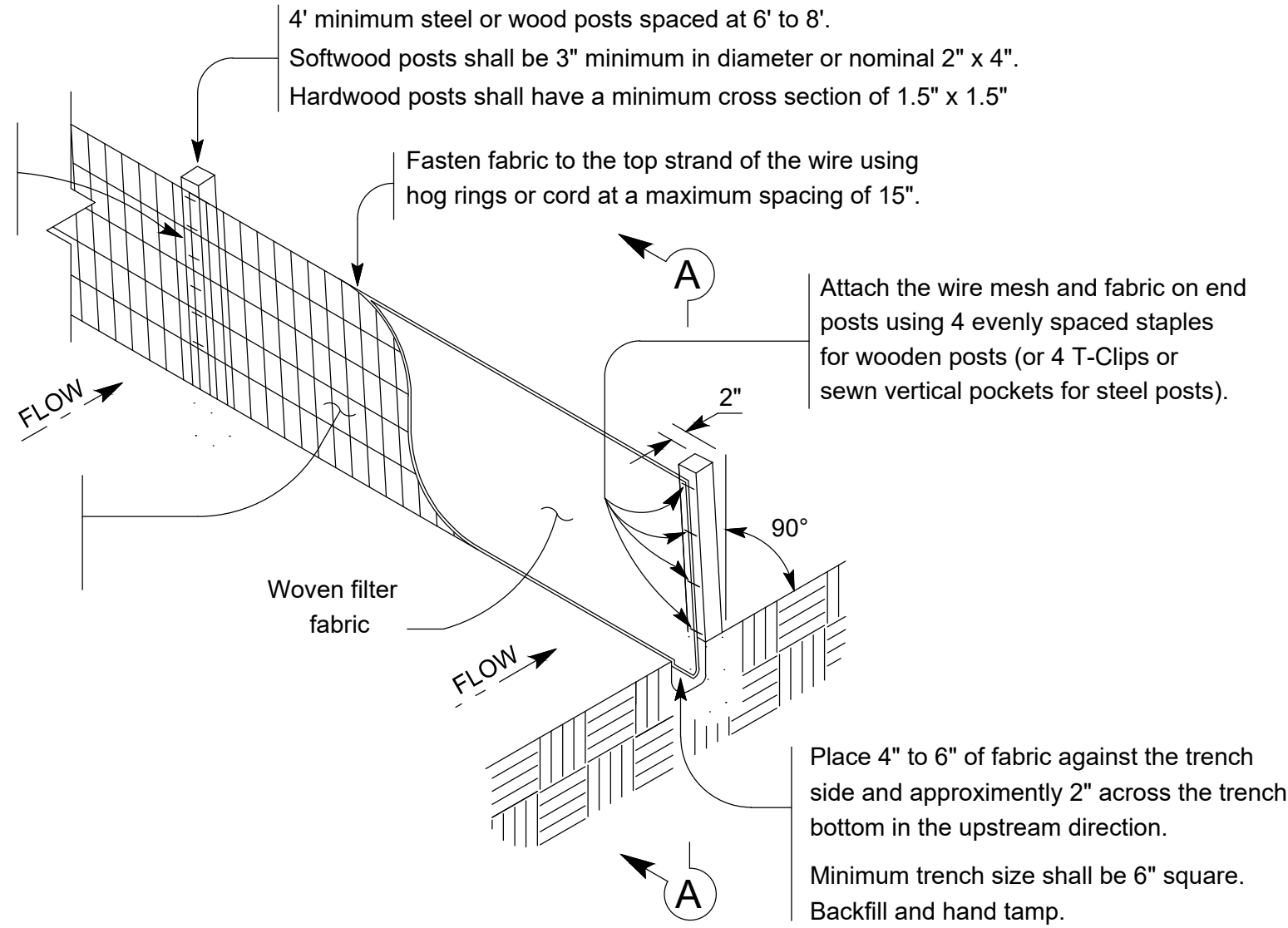
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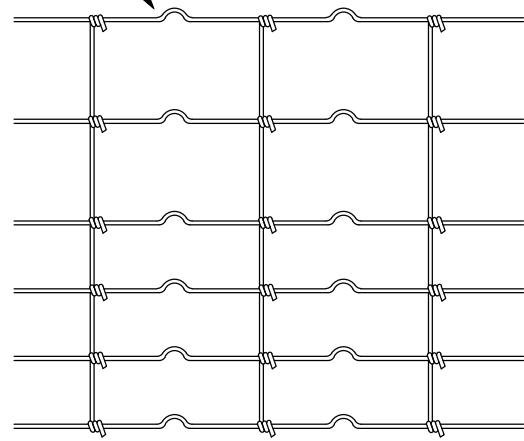
Connect the ends of the successive reinforcement sheets or rolls a minimum of 6 times with hog rings.

Galvanized welded wire mesh (W.W.M.) (12.5 GA. SWG Min.) with a maximum opening size of 2"x 4" or Woven Mesh (W.M.) (See woven mesh option detail)



TEMPORARY SEDIMENT CONTROL FENCE

Top of Fence



HINGE JOINT KNOT WOVEN MESH (OPTION) DETAIL

Galvanized hinge joint knot woven mesh (12.5 GA. SWG Min.) requires a minimum of five horizontal wires spaced at a maximum of 12 inches apart and all vertical wires spaced at a maximum of 12 inches apart.

SEDIMENT CONTROL FENCE USAGE GUIDELINES

A sediment control fence may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A 2 year storm frequency may be used to calculate the flow rate to be filtered.

Sediment control fence should be sized to filter a maximum flow through rate of 100 GPM/FT. Sediment control fence is not recommended to control erosion from a drainage area larger than 2 acres.

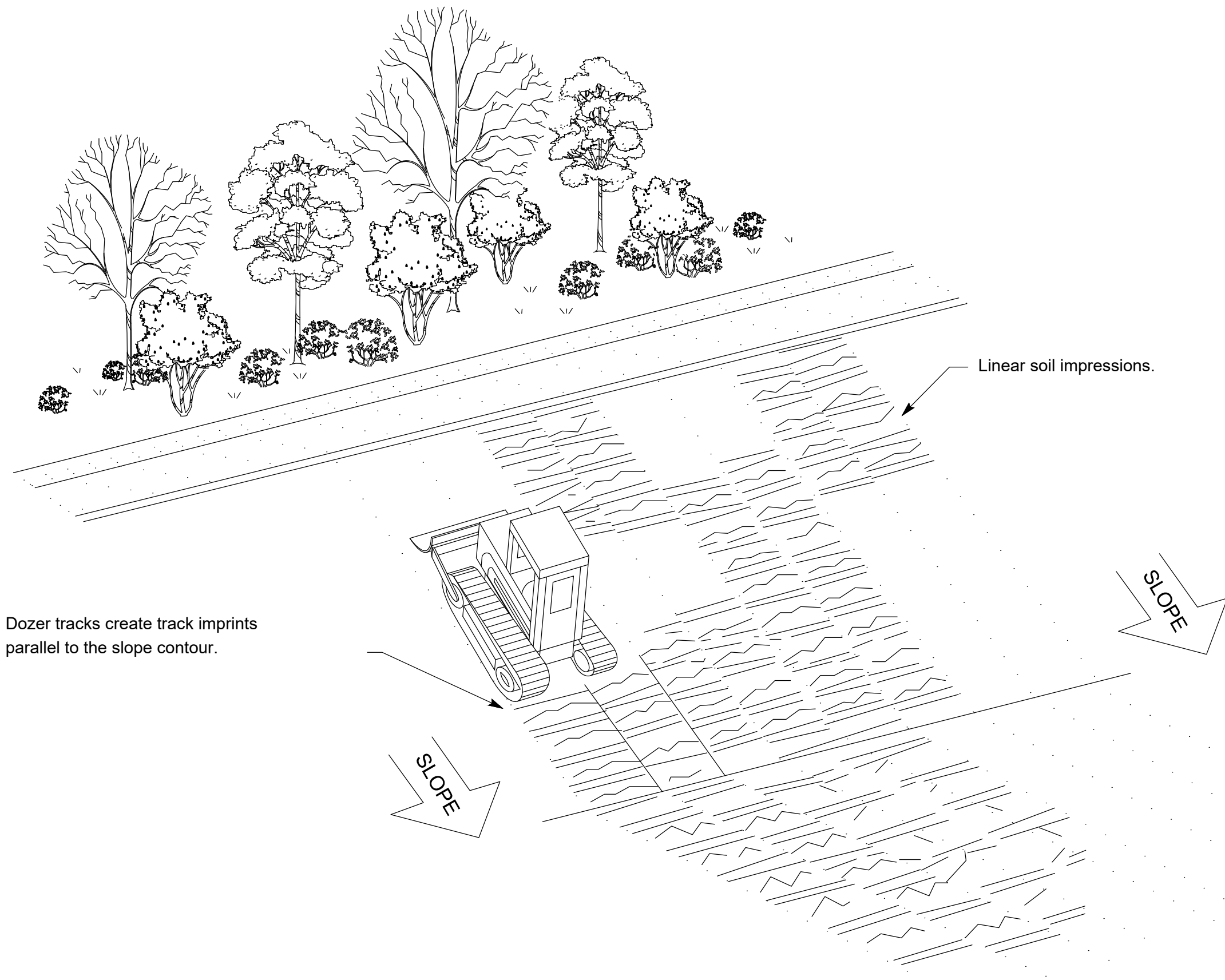
LEGEND

Sediment Control Fence

SCF

GENERAL NOTES

1. Vertical tracking is required on projects where soil distributing activities have occurred unless otherwise approved.
2. Perform vertical tracking on slopes to temporarily stabilize soil.
3. Provide equipment with a track undercarriage capable of producing linear soil impressions measuring a minimum of 12" in length by 2" to 4" in width by 1/2" to 2" in depth.
4. Do not exceed 12" between track impressions.
5. Install continuous linear track impressions where the minimum 12" length impressions are perpendicular to the slope or direction of water flow.



VERTICAL TRACKING

		Design Division Standard	
TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES FENCE & VERTICAL TRACKING			
EC(1)-16			
FILE: ec116	DN: TxDOT	CK: KM	DW: VP
©TxDOT: JULY 2016	CONT	SECT	JOB
REVISIONS		DIST	COUNTY
		SHEET NO.	

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STATE OF TEXAS  
BERNARDINO D. TRISTAN  
117017  
LICENSED PROFESSIONAL ENGINEER  
Jan 09, 2023

**JACK BROOKS REGIONAL AIRPORT**

FS PROJECT # 21200.000  
DATE: Jan 09, 2023  
SCALE: N.T.S.  
DRAWN BY: J.L.H.  
CHECK BY: B.T.  
FS DRAWING NAME: 21200.000\_CE\_EROSION CONTROL DETAILS

EROSION CONTROL DETAILS

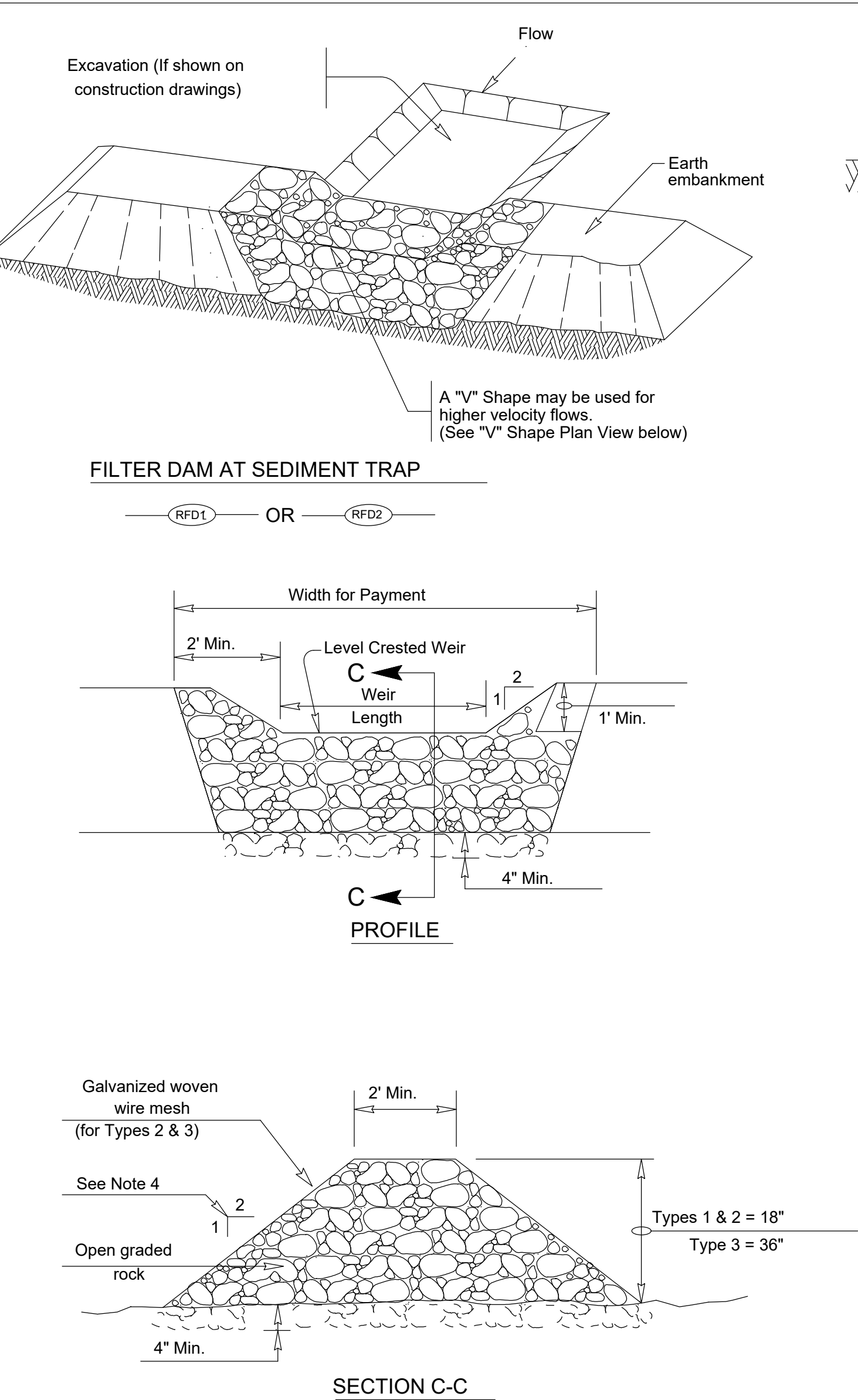
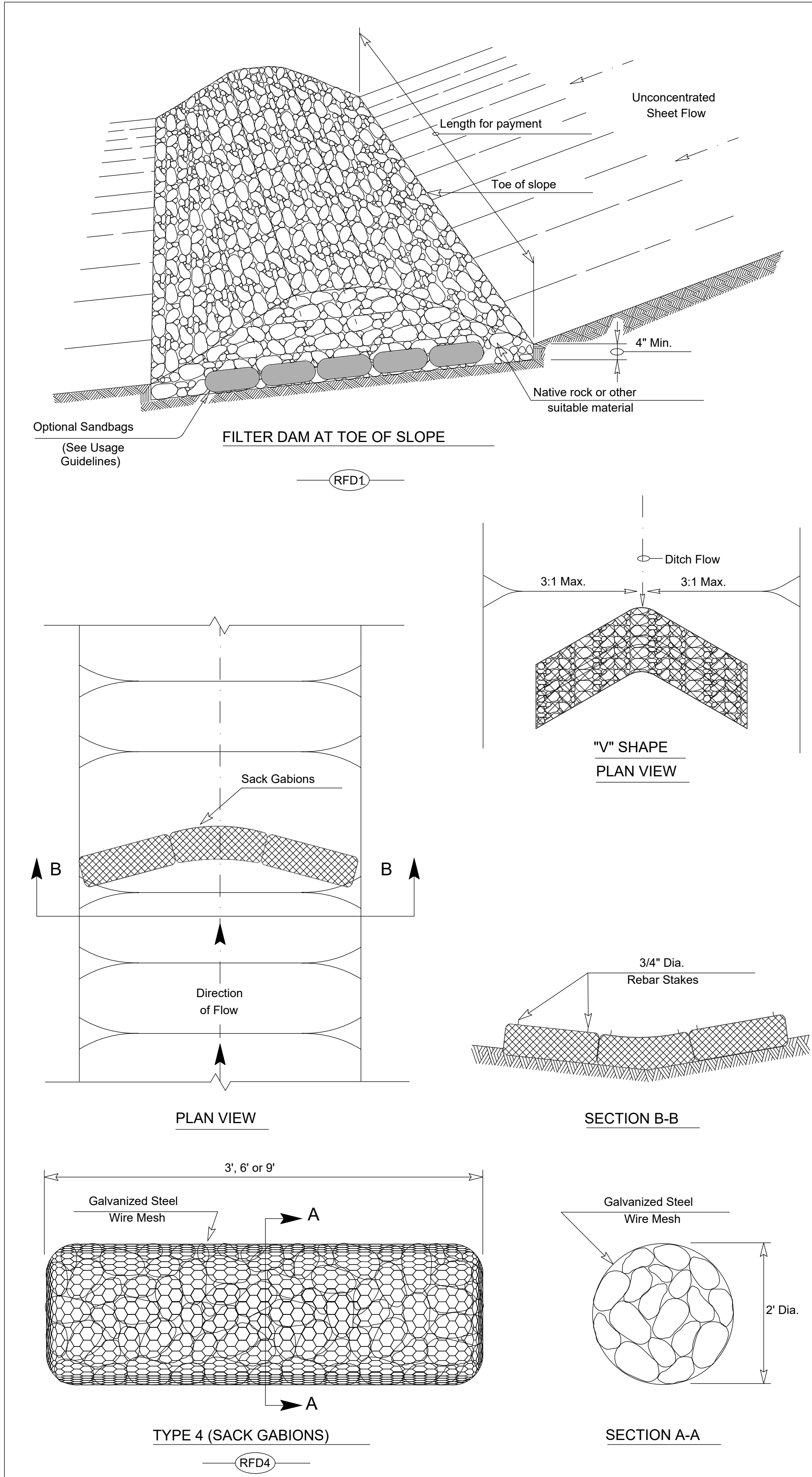
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#### ROCK FILTER DAM USAGE GUIDELINES

Rock Filter Dams should be constructed downstream from disturbed areas to intercept sediment from overland runoff and/or concentrated flow. The dams should be sized to filter a maximum flow through rate of 60 GPM/FT of cross sectional area. A 2 year storm frequency may be used to calculate the flow rate.

**Type 1 (18" high with no wire mesh) (3" to 6" aggregate):** Type 1 may be used at the toe of slopes, around inlets, in small ditches, and at dike or swale outlets. This type of dam is recommended to control erosion from a drainage area of 5 acres or less. Type 1 may not be used in concentrated high velocity flows (approximately 8 Ft/Sec or more) in which aggregate wash out may occur. Sandbags may be used at the embedded foundation (4" deep min.) for better filtering efficiency of low flows if called for on the plans or directed by the Engineer.

**Type 2 (18" high with wire mesh) (3" to 6" aggregate):** Type 2 may be used in ditches and at dike or swale outlets.

**Type 3 (36" high with wire mesh) (4" to 8" aggregate):** Type 3 may be used in stream flow and should be secured to the stream bed.

**Type 4 (Sack gabions) (3" to 6" aggregate):** Type 4 May be used in ditches and smaller channels to form an erosion control dam.

**Type 5:** Provide rock filter dams as shown on plans.

#### GENERAL NOTES

- If shown on the plans or directed by the Engineer, filter dams should be placed near the toe of slopes where erosion is anticipated, upstream and/or downstream at drainage structures, and in roadway ditches and channels to collect sediment.
- Materials (aggregate, wire mesh, sandbags, etc.) shall be as indicated by the specification for "Rock Filter Dams for Erosion and Sedimentation Control".
- The rock filter dam dimensions shall be as indicated on the SW3P plans.
- Side slopes should be 2:1 or flatter. Dams within the safety zone shall have sideslopes of 6:1 or flatter.
- Maintain a minimum of 1' between top of rock filter dam weir and top of embankment for filter dams at sediment traps.
- Filter dams should be embedded a minimum of 4" into existing ground.
- The sediment trap for ponding of sediment laden runoff shall be of the dimensions shown on the plans.
- Rock filter dam types 2 & 3 shall be secured with 20 gauge galvanized woven wire mesh with 1" diameter hexagonal openings. The aggregate shall be placed on the mesh to the height & slopes specified. The mesh shall be folded at the upstream side over the aggregate and tightly secured to itself on the downstream side using wire ties or hog rings. For in stream use, the mesh should be secured or staked to the stream bed prior to aggregate placement.
- Sack Gabions should be staked down with 3/4" dia. rebar stakes, and have a double-twisted hexagonal weave with a nominal mesh opening of 2 1/2" x 3 1/4"
- Flow outlet should be onto a stabilized area (vegetation, rock, etc.).
- The guidelines shown hereon are suggestions only and may be modified by the Engineer.

#### PLAN SHEET LEGEND

- Type 1 Rock Filter Dam (RFD1)  
Type 2 Rock Filter Dam (RFD2)  
Type 3 Rock Filter Dam (RFD3)  
Type 4 Rock Filter Dam (RFD4)

		Design Division Standard	
TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES			
ROCK FILTER DAMS			
EC(2)-16			
FILE: ec216	DN: TxDOT	CK: KM	DW: VP
©TxDOT: JULY 2016	CONT	SECT	JOB
REVISIONS		HIGHWAY	
DIST		COUNTY	SHEET NO.

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FS PROJECT # 21200.000  
DATE: Jan 09, 2023  
SCALE: N.T.S.  
DRAWN BY: J.L.H.  
CHECK BY: B.T.  
FS DRAWING NAME: 21200.000\_CE\_EROSION CONTROL DETAILS

EROSION CONTROL DETAILS

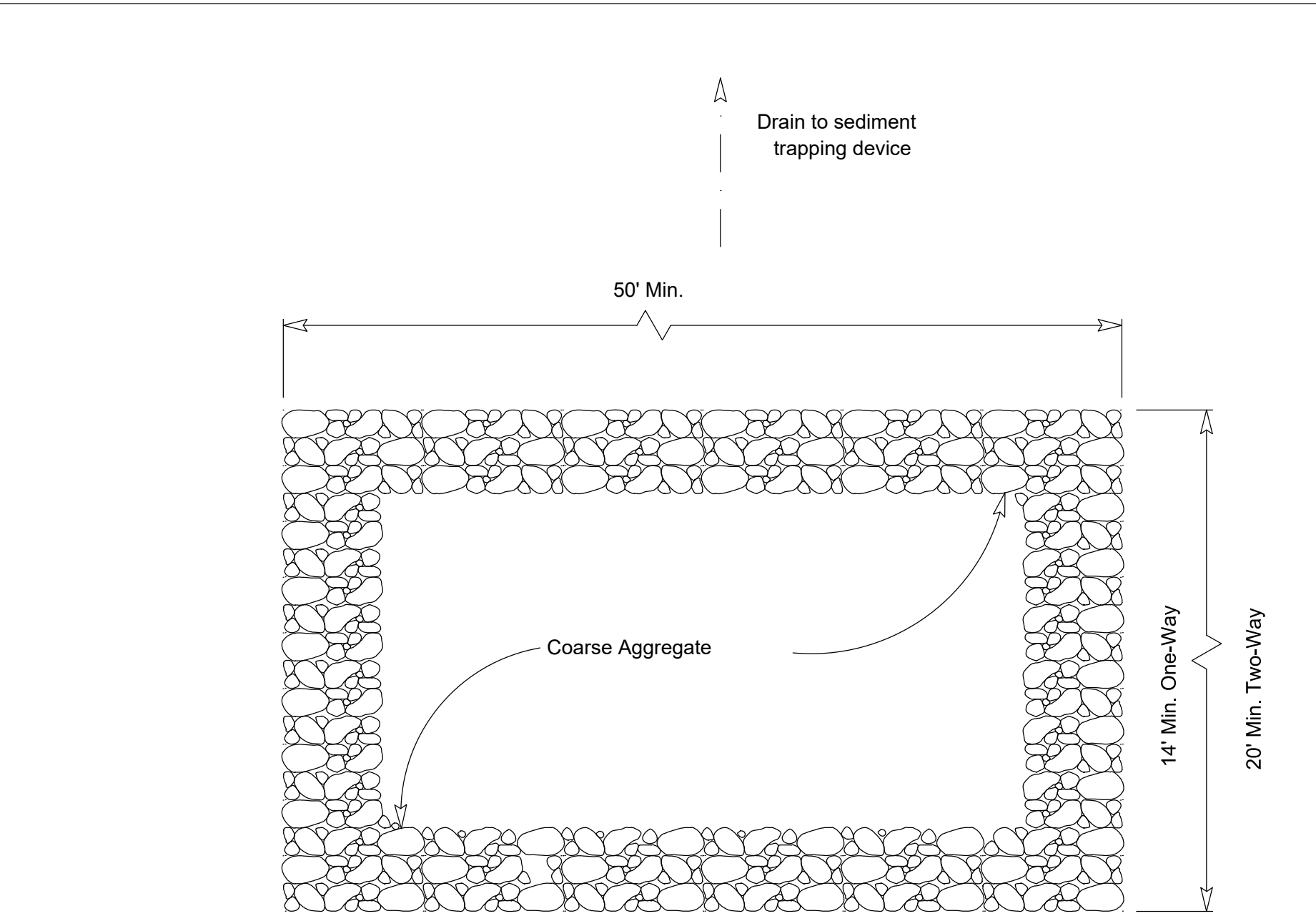
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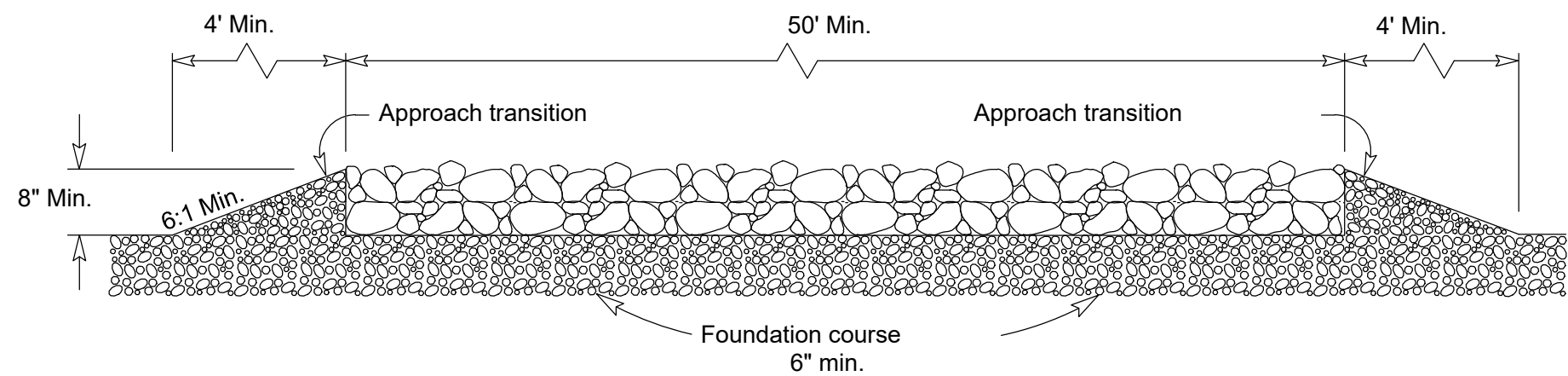


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PLAN VIEW

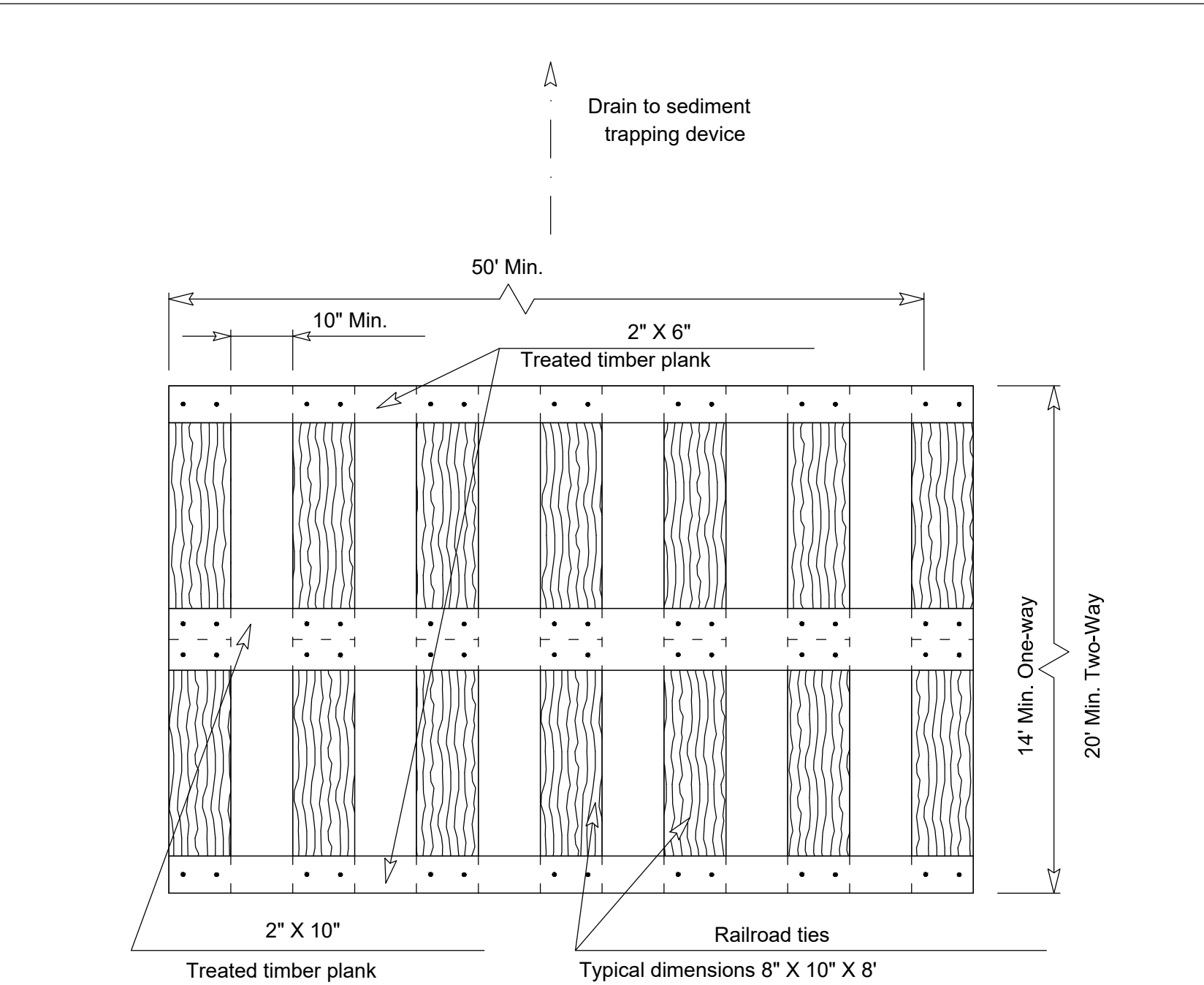


ELEVATION VIEW

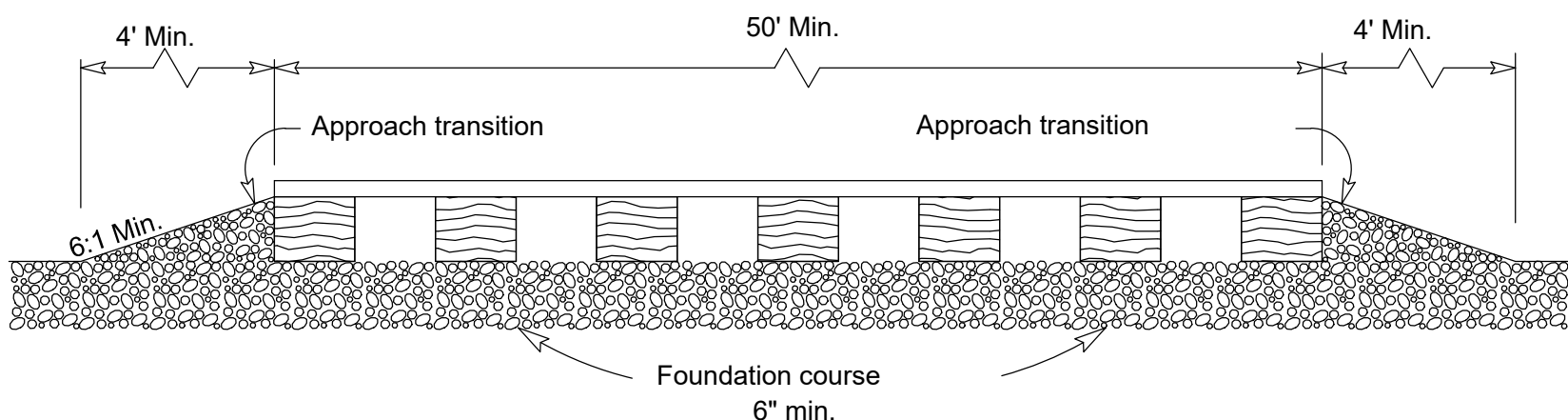
CONSTRUCTION EXIT (TYPE 1)  
ROCK CONSTRUCTION (LONG TERM)

GENERAL NOTES (TYPE 1)

1. The length of the type 1 construction exit shall be as indicated on the plans, but not less than 50'.
2. The coarse aggregate should be open graded with a size of 4" to 8".
3. The approach transitions should be no steeper than 6:1 and constructed as directed by the Engineer.
4. The construction exit foundation course shall be flexible base, bituminous concrete, portland cement concrete or other materials approved by the Engineer.
5. The construction exit shall be graded to allow drainage to a sediment trapping device.
6. The guidelines shown hereon are suggestions only and may be modified by the Engineer.
7. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed by the engineer.



PLAN VIEW

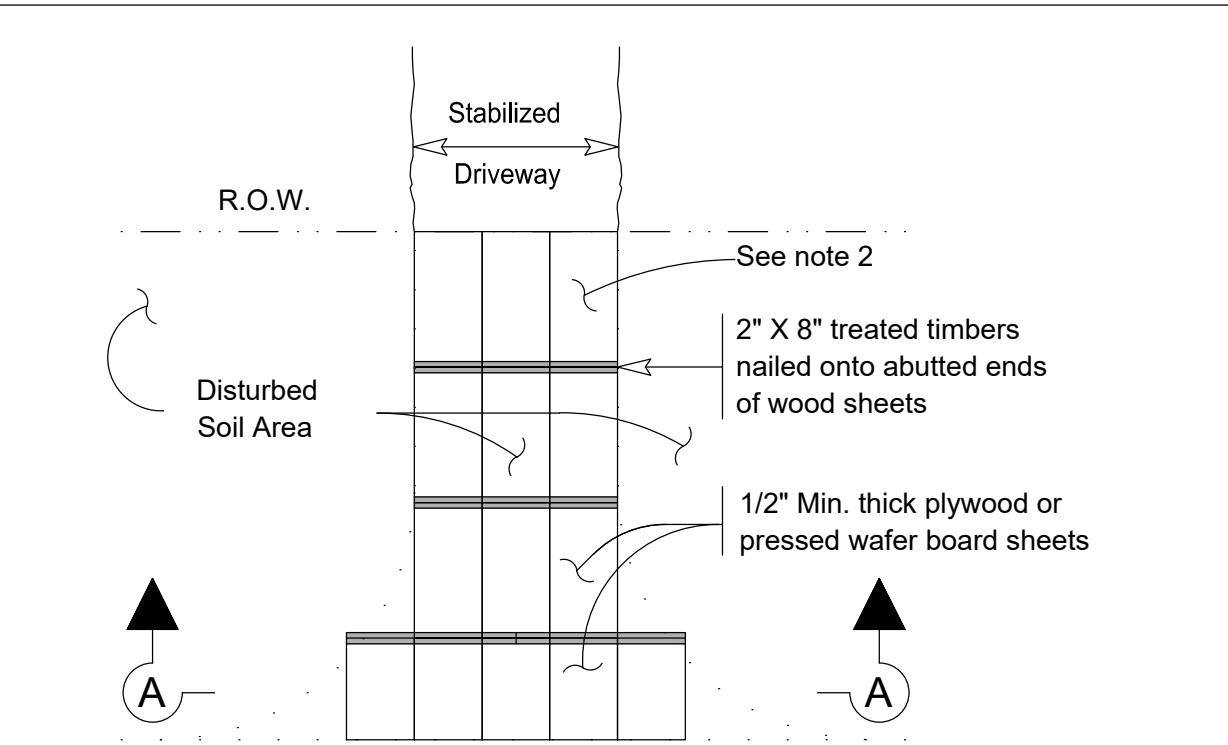


ELEVATION VIEW

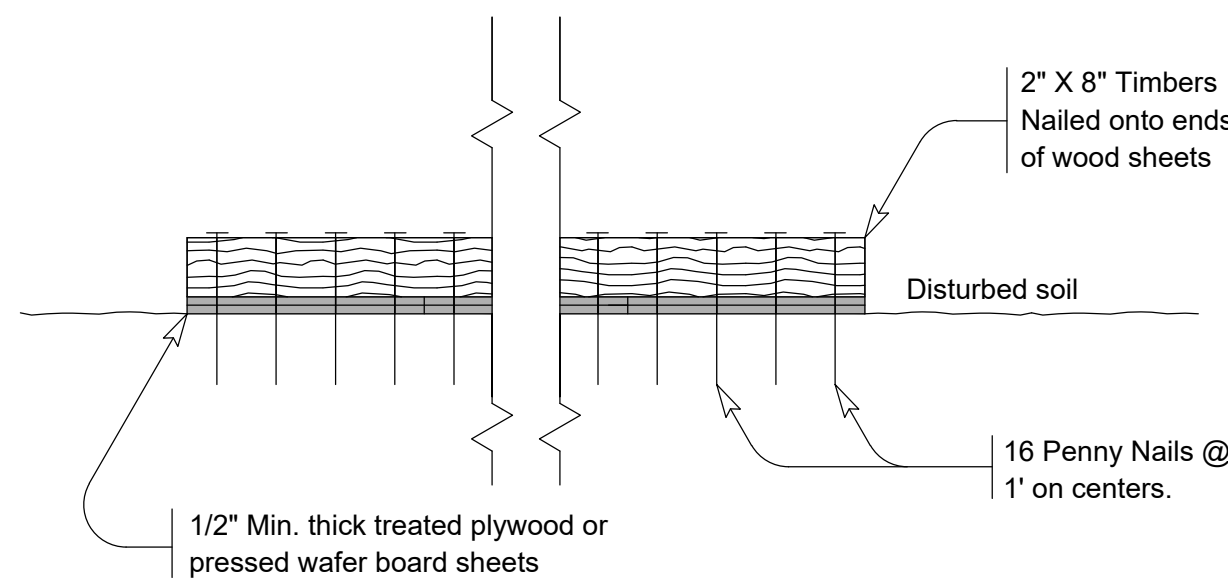
CONSTRUCTION EXIT (TYPE 2)  
TIMBER CONSTRUCTION (LONG TERM)

GENERAL NOTES (TYPE 2)

1. The length of the type 2 construction exit shall be as indicated on the plans, but not less than 50'.
2. The treated timber planks shall be attached to the railroad ties with 1/2"x 6" min. lag bolts. Other fasteners may be used as approved by the Engineer.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The approach transitions shall be no steeper than 6:1 and constructed as directed by the Engineer.
5. The construction exit foundation course shall be flexible base, bituminous concrete, portland cement concrete or other material as approved by the Engineer.
6. The construction exit should be graded to allow drainage to a sediment trapping device.
7. The guidelines shown hereon are suggestions only and may be modified by the Engineer.
8. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed by the engineer.



PLAN VIEW




SECTION A-A

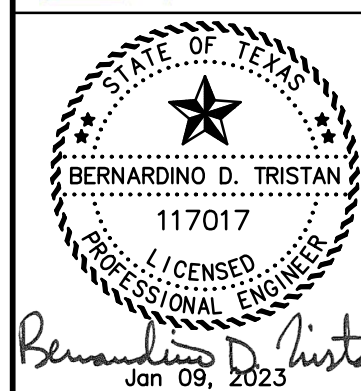
CONSTRUCTION EXIT (TYPE 3)  
SHORT TERM

GENERAL NOTES (TYPE 3)

1. The length of the type 3 construction exit shall be as shown on the plans, or as directed by the Engineer.
2. The type 3 construction exit may be constructed from open graded crushed stone with a size of two to four inches spread a min. of 4" thick to the limits shown on the plans.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The guidelines shown hereon are suggestions only and may be modified by the Engineer.



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**JACK BROOKS REGIONAL AIRPORT**

FS PROJECT # 21200.000  
DATE: Jan 09, 2023  
SCALE: N.T.S.  
DRAWN BY: J.L.H.  
CHECK BY: B.T.  
FS DRAWING NAME: 21200.000\_CE\_EROSION CONTROL DETAILS

EROSION CONTROL DETAILS

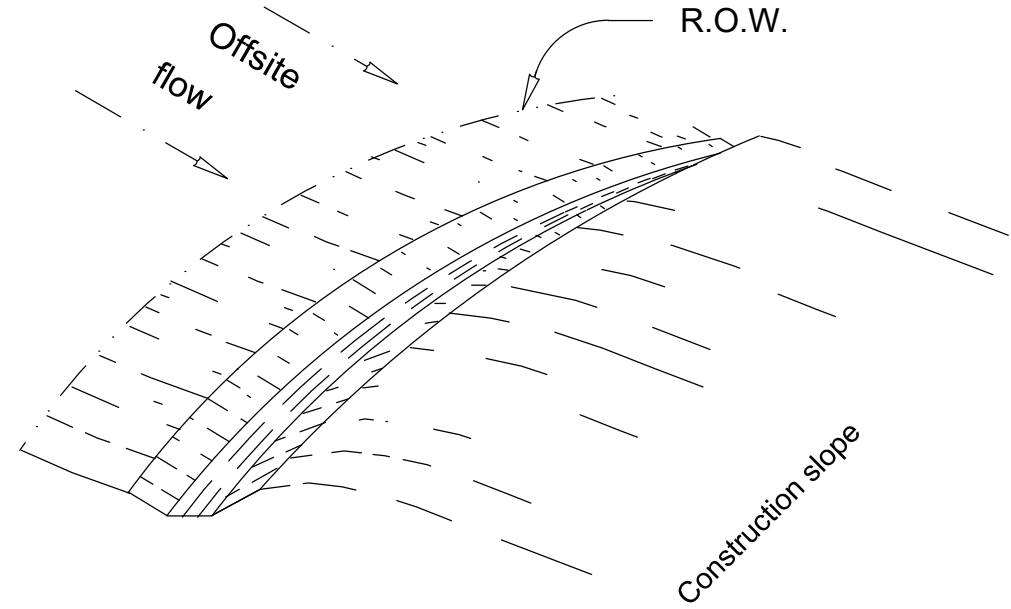
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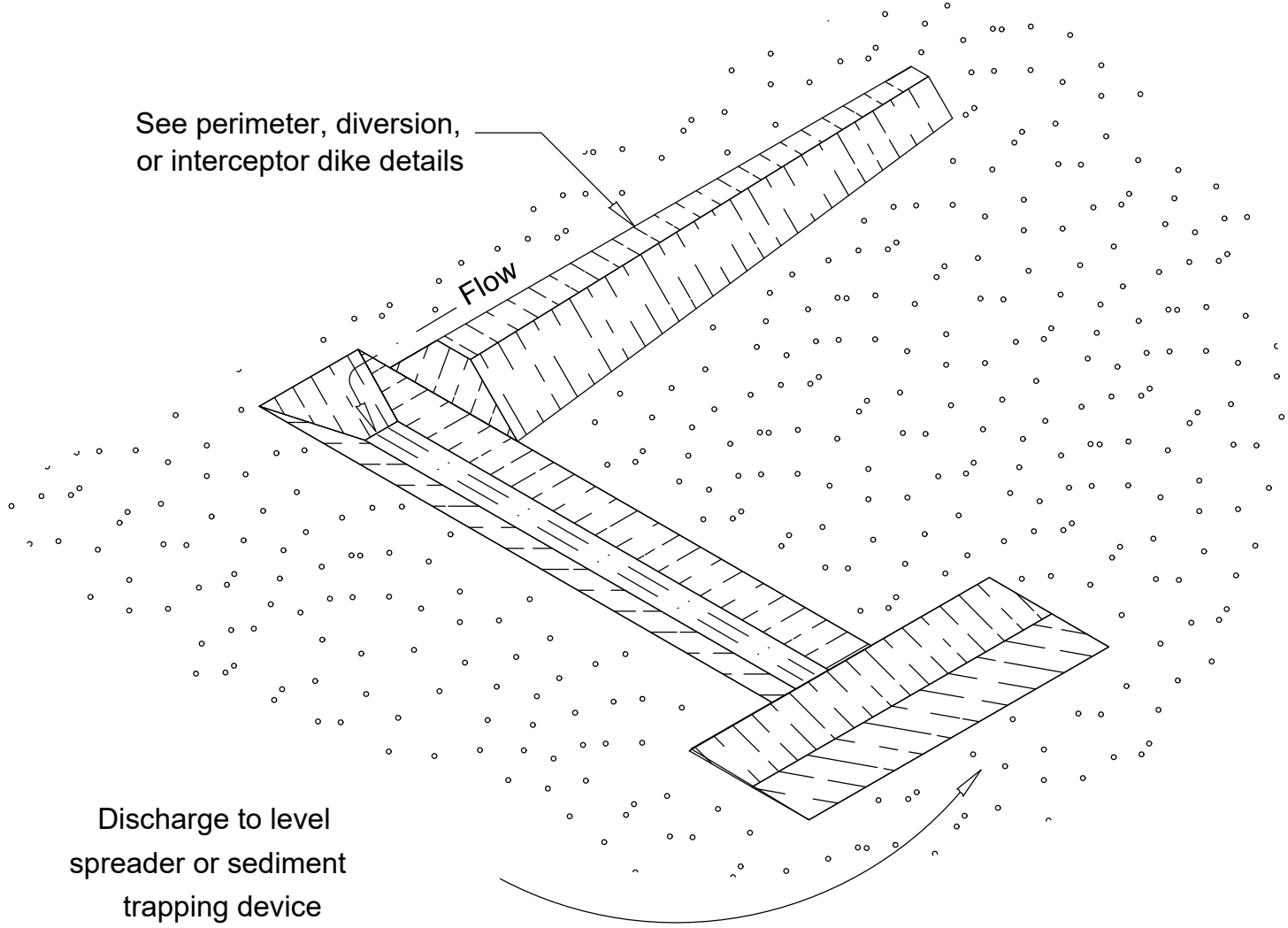
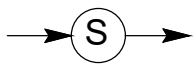
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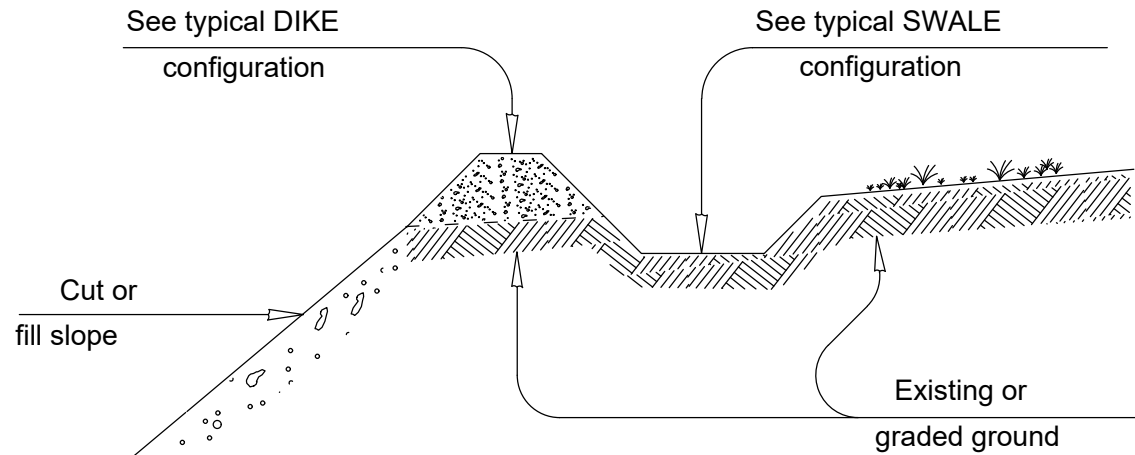
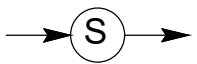
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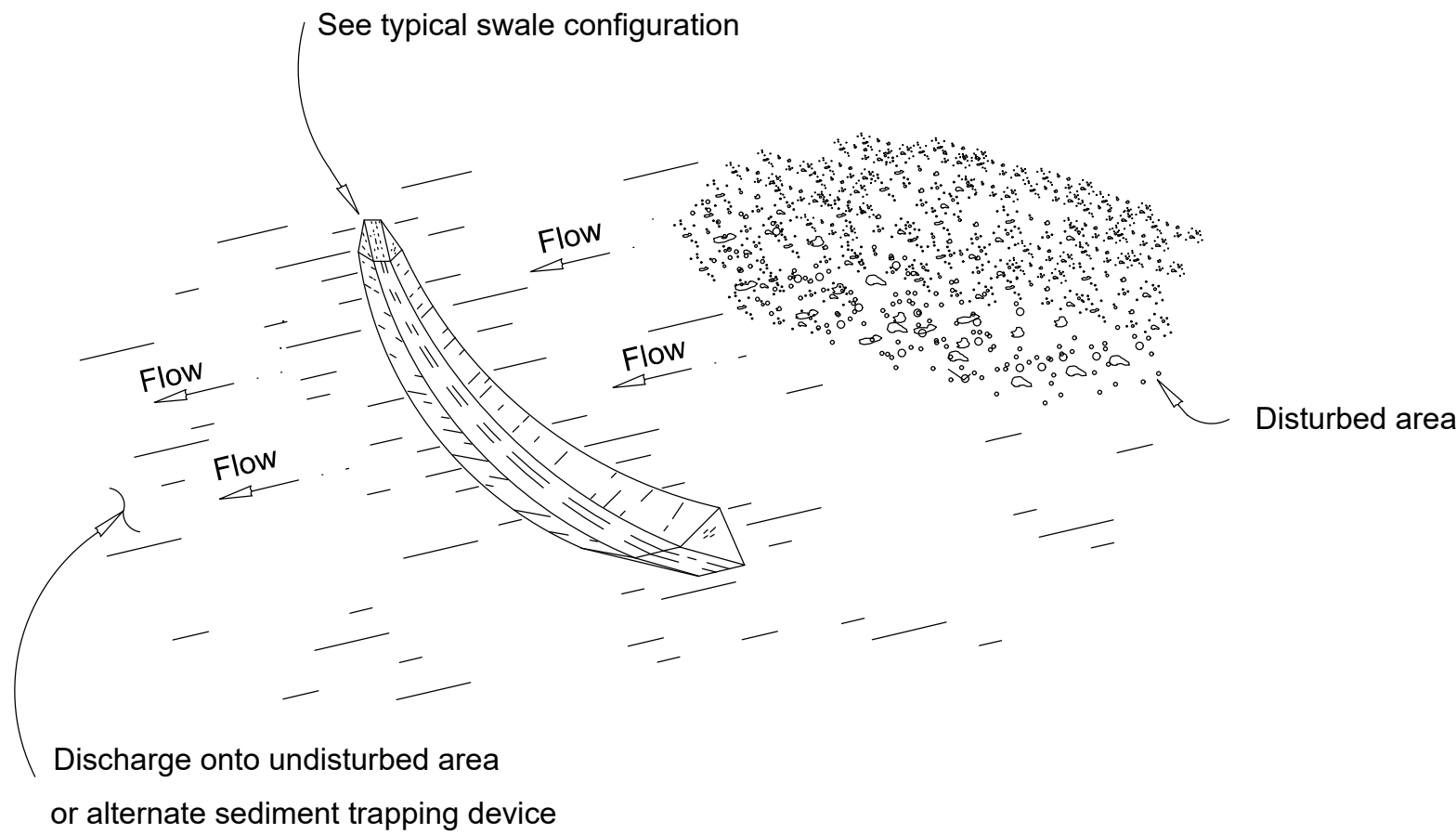
PERIMETER SWALE



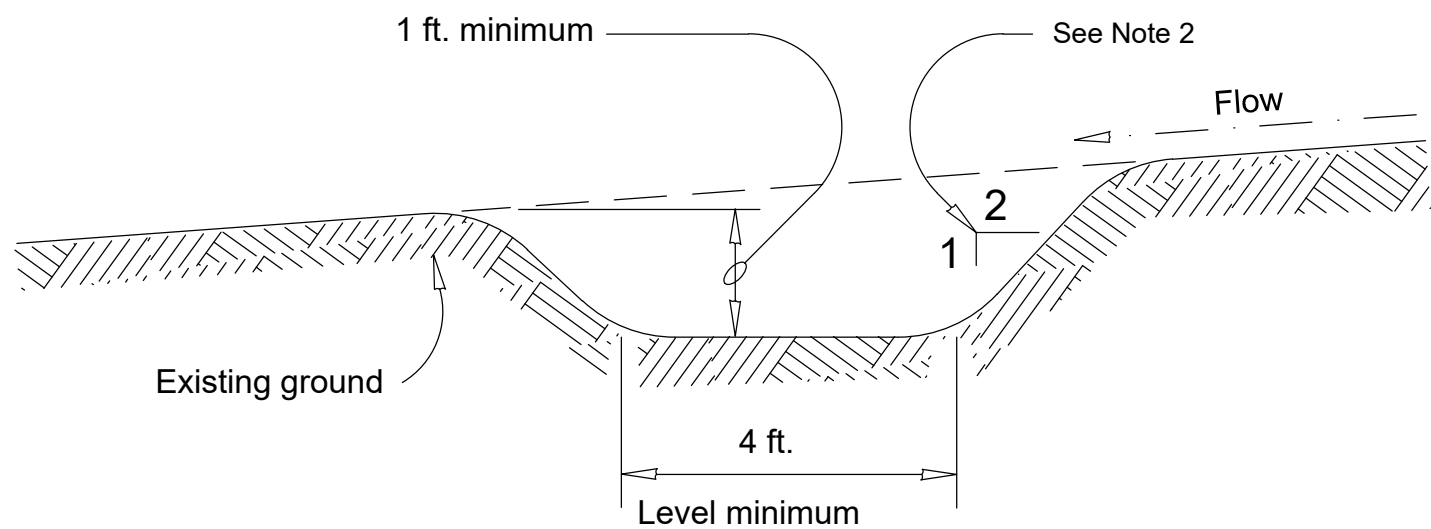
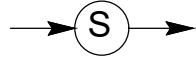
DIVERSION SWALE



DIVERSION DIKE WITH SWALE



INTERCEPTOR SWALE



TYPICAL SWALE CONFIGURATION

GENERAL NOTE

1. Dimensions of swale may be modified with prior approval of the Engineer.
2. Side slopes within the safety clear zone of a roadway shall be 6:1 or flatter.
3. Grading shall be shown elsewhere on the plans or as directed by the Engineer.
4. The Engineer reserves the right to modify the dimensions shown for the swale dependent on runoff volume characteristics.
5. Swales that are in place for more than 14 calendar days should be stabilized through seeding or other measures to control sediment runoff.
6. The guidelines shown hereon are suggestions only and may be modified by the Engineer.
7. Remove sediment and debris when accumulation affects the performance of the devices, after a rain and when directed by the Engineer.

SWALE AND DIKE/SWALE USAGE GUIDELINES

A swale or dike/swale may be used to intercept runoff and divert it around unstabilized areas or to divert sediment laden runoff to an erosion control device (sediment basin or trap, rock filter dam, etc.).

The drainage area contributing runoff to a swale or dike/swale should not exceed 5 acres. The spacing of swales and dike/swales should be as follows:

Slope of disturbed areas above dike	greater than 10%	less 5 - 10%	less than 5%		
Maximum distance between dikes	100'	200'	300'		

Intercepted runoff flowing in a swale or dike/swale should outlet to a stabilized area (vegetation, rock, etc.).

PLAN SHEET LEGEND

SWALE → S →

DIKE → D →



Texas Department of Transportation

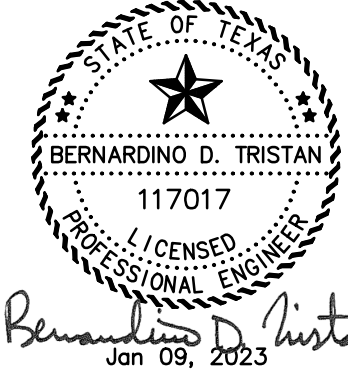
Design  
Division  
Standard

TEMPORARY EROSION,  
SEDIMENT AND WATER  
POLLUTION CONTROL MEASURES  
SWALES  
(EARTHWORK FOR EROSION CONTROL)  
EC(5)-16

FILE: ec516	DN: TxDOT	CK: KM	DW: VP	DNCK: LS
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21200.000  
DATE: Jan 09, 2023  
SCALE: N.T.S.  
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FS DRAWING NAME:  
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EROSION  
CONTROL  
DETAILS

C13.4

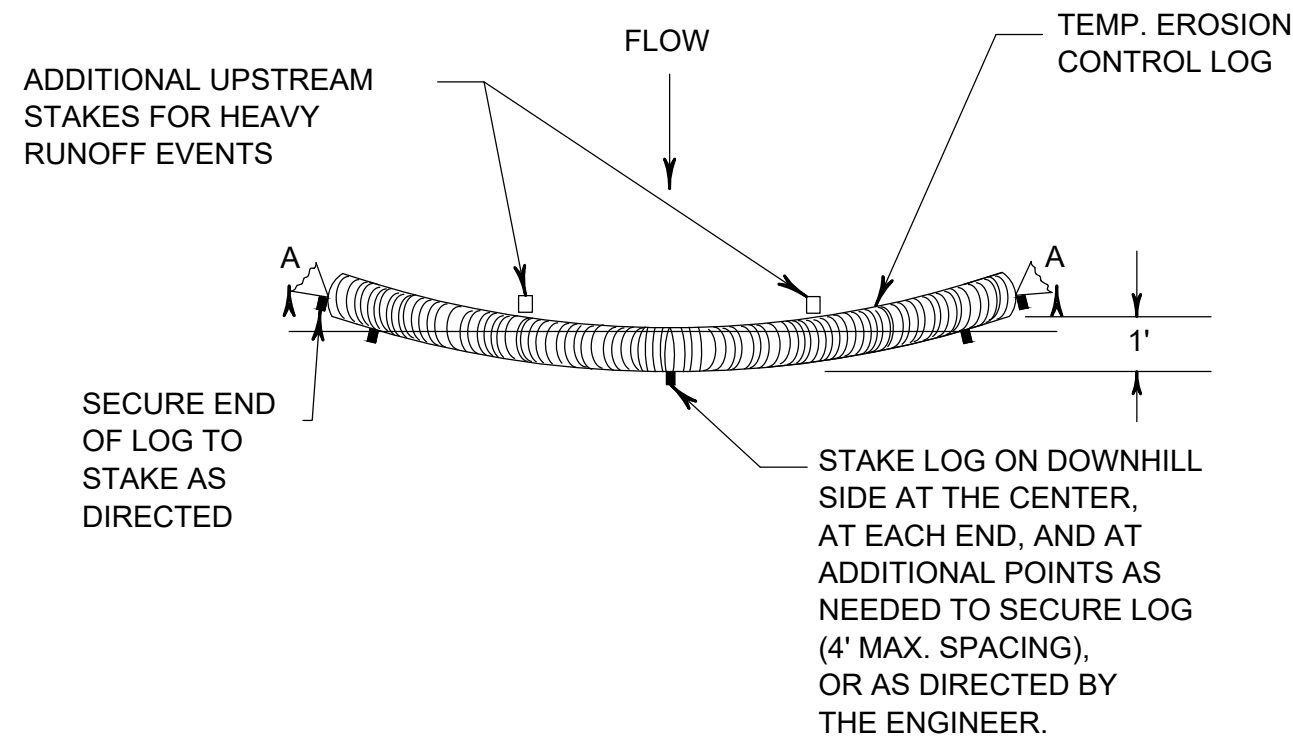
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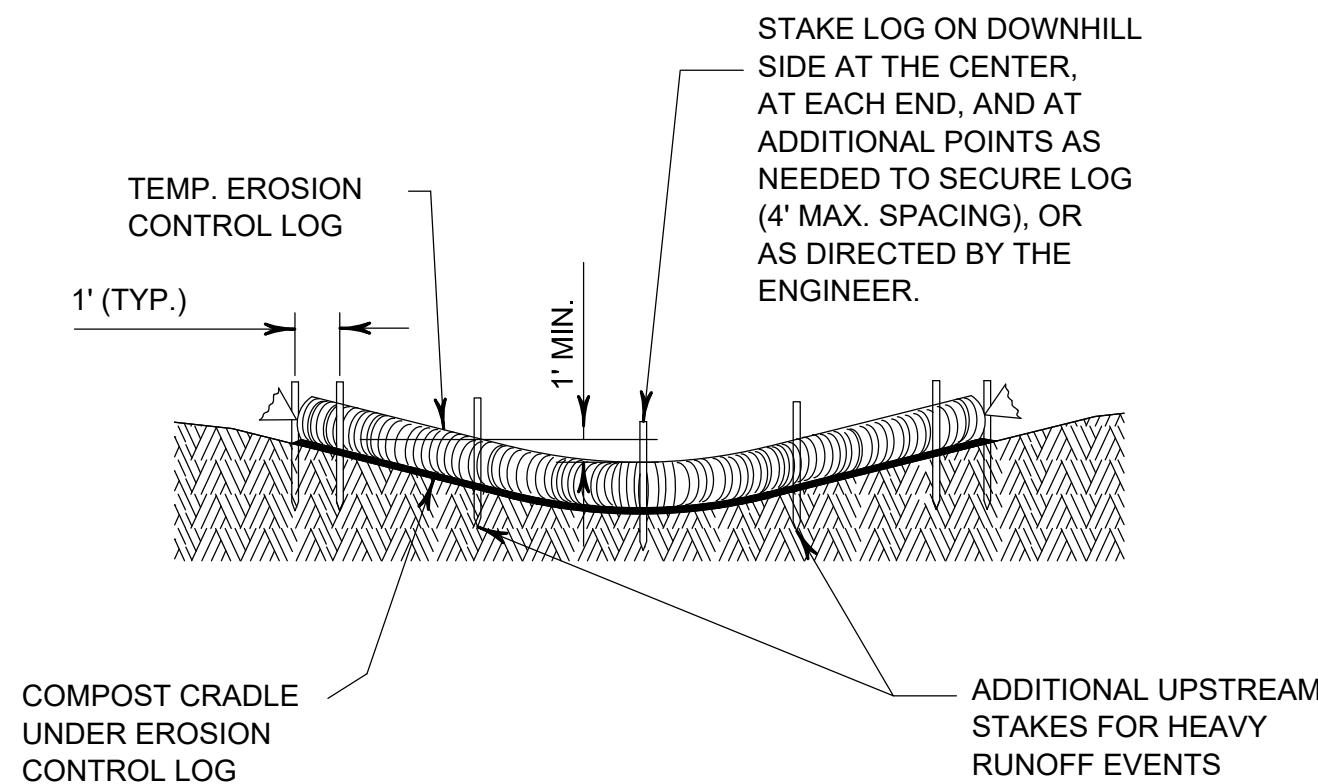
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PLAN VIEW



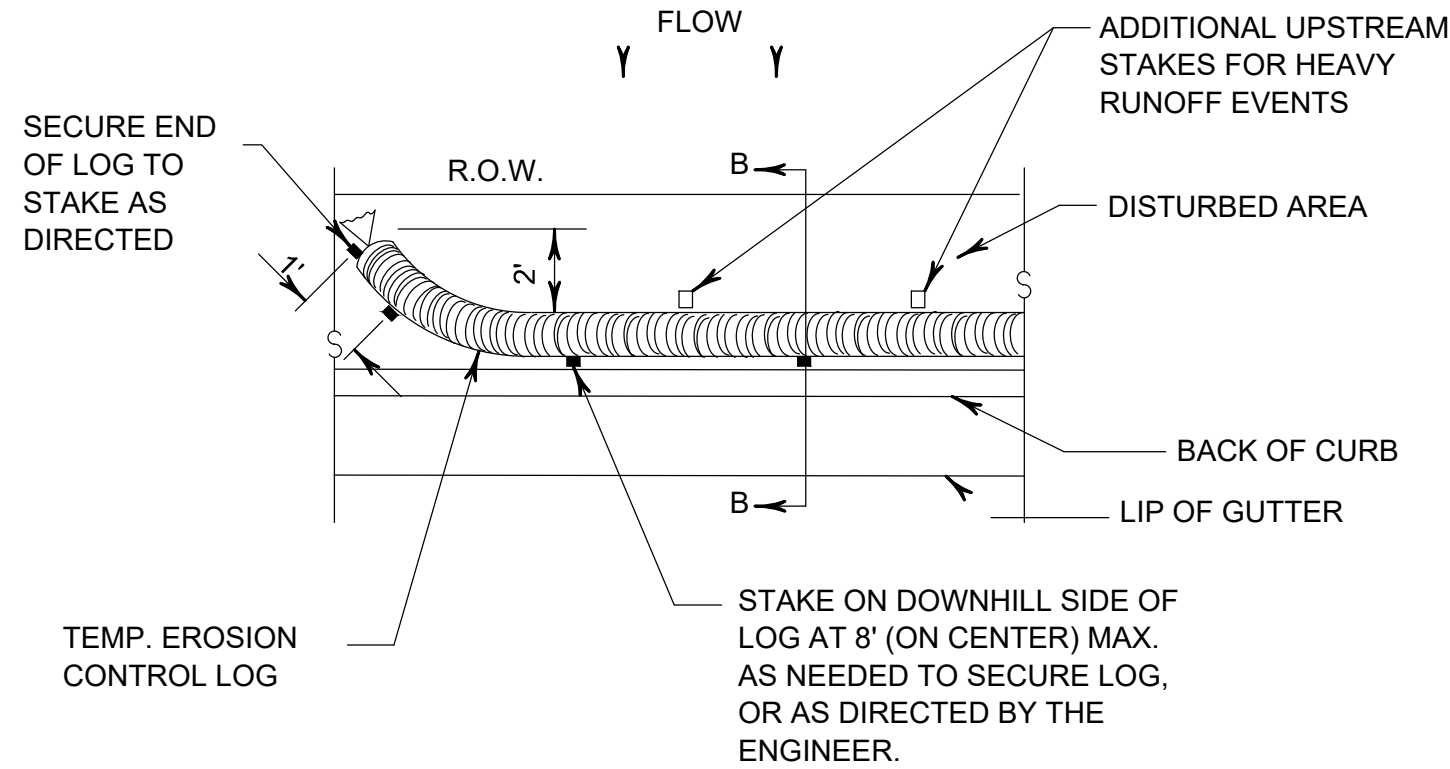
SECTION A-A

EROSION CONTROL LOG DAM

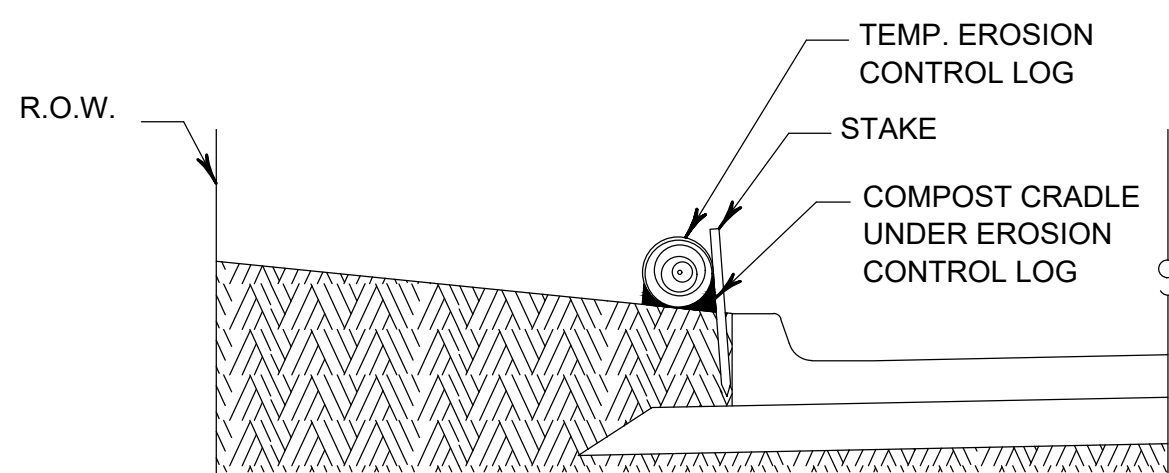
CL-D

LEGEND

- CL-D EROSION CONTROL LOG DAM
- CL-BOC EROSION CONTROL LOG AT BACK OF CURB
- CL-ROW EROSION CONTROL LOG AT EDGE OF RIGHT-OF-WAY
- CL-SST EROSION CONTROL LOGS ON SLOPES STAKE AND TRENCHING ANCHORING
- CL-SSL EROSION CONTROL LOGS ON SLOPES STAKE AND LASHING ANCHORING
- CL-DI EROSION CONTROL LOG AT DROP INLET
- CL-CI EROSION CONTROL LOG AT CURB INLET
- CL-GI EROSION CONTROL LOG AT CURB & GRATE INLET



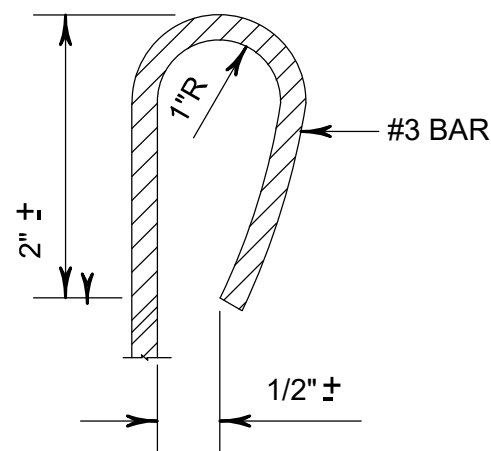
PLAN VIEW



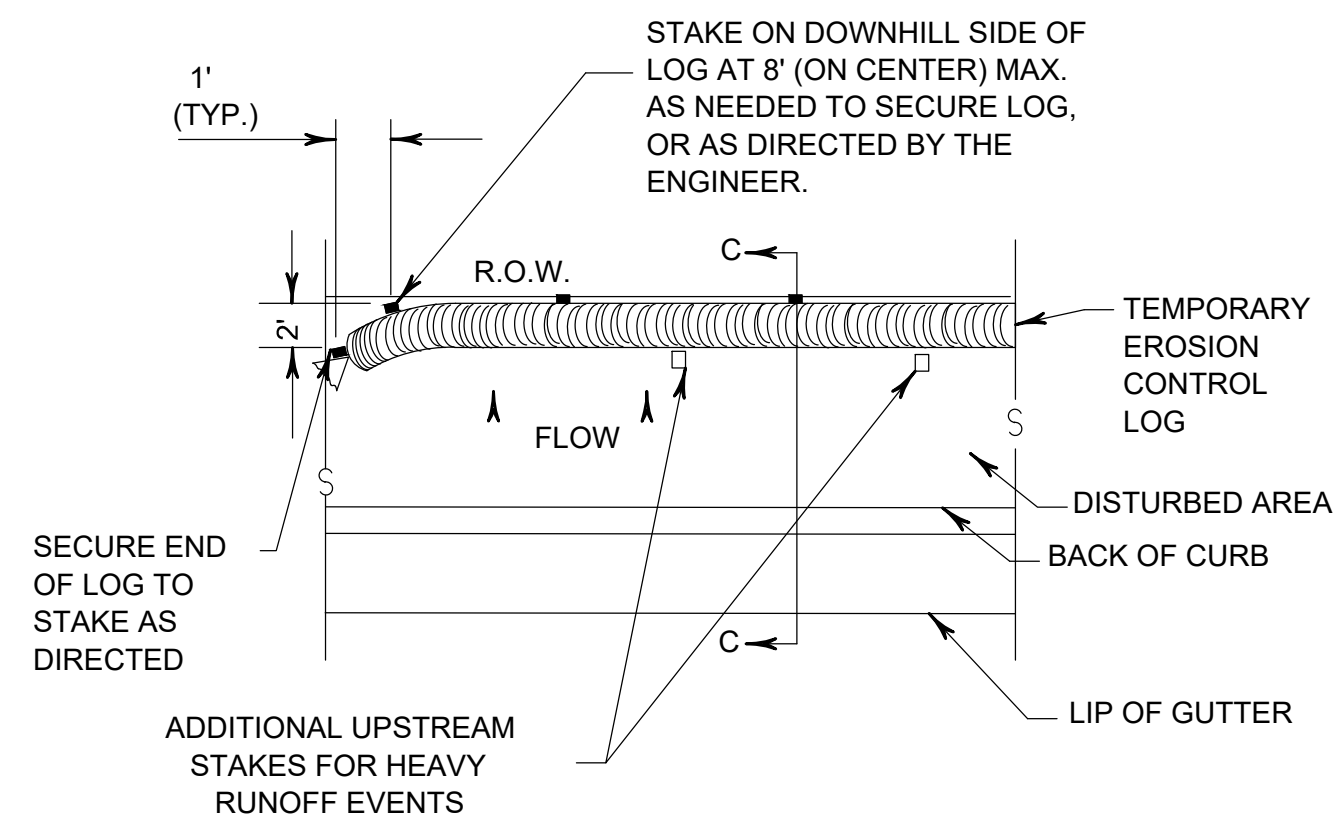
SECTION B-B

EROSION CONTROL LOG AT BACK OF CURB

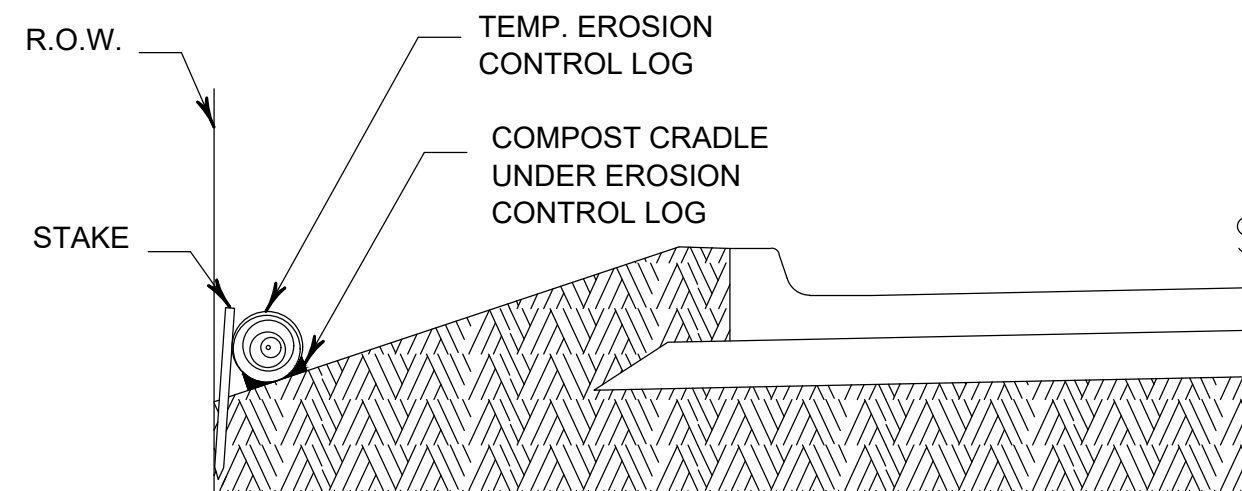
CL-BOC



REBAR STAKE DETAIL



PLAN VIEW



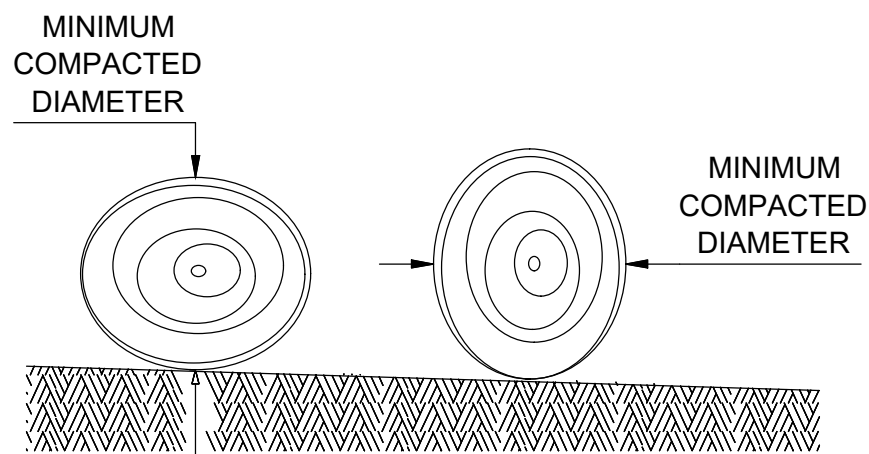
SECTION C-C

EROSION CONTROL LOG AT EDGE OF RIGHT-OF-WAY

CL-ROW

GENERAL NOTES:

1. EROSION CONTROL LOGS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS, OR AS DIRECTED BY THE ENGINEER.
2. LENGTHS OF EROSION CONTROL LOGS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND AS REQUIRED FOR THE PURPOSE INTENDED.
3. UNLESS OTHERWISE DIRECTED, USE BIODEGRADABLE OR PHOTODEGRADABLE CONTAINMENT MESH ONLY WHERE LOG WILL REMAIN IN PLACE AS PART OF A VEGETATIVE SYSTEM. FOR TEMPORARY INSTALLATIONS, USE RECYCLABLE CONTAINMENT MESH.
4. FILL LOGS WITH SUFFICIENT FILTER MATERIAL TO ACHIEVE THE MINIMUM COMPACTED DIAMETER SPECIFIED IN THE PLANS WITHOUT EXCESSIVE DEFORMATION.
5. STAKES SHALL BE 2" X 2" WOOD OR #3 REBAR, 2'-4" LONG, EMBEDDED SUCH THAT 2" PROTRUDES ABOVE LOG, OR AS DIRECTED BY THE ENGINEER.
6. DO NOT PLACE STAKES THROUGH CONTAINMENT MESH.
7. COMPOST CRADLE MATERIAL IS INCIDENTAL & WILL NOT BE PAID FOR SEPARATELY.
8. SANDBAGS USED AS ANCHORS SHALL BE PLACED ON TOP OF LOGS & SHALL BE OF SUFFICIENT SIZE TO HOLD LOGS IN PLACE.
9. TURN THE ENDS OF EACH ROW OF LOGS UPSLOPE TO PREVENT RUNOFF FROM FLOWING AROUND THE LOG.
10. FOR HEAVY RUNOFF EVENTS, ADDITIONAL UPSTREAM STAKES MAY BE NECESSARY TO KEEP LOG FROM FOLDING IN ON ITSELF.



DIAMETER MEASUREMENTS OF EROSION CONTROL LOGS SPECIFIED IN PLANS

SEDIMENT BASIN & TRAP USAGE GUIDELINES

An erosion control log sediment trap may be used to filter sediment out of runoff draining from an unstabilized area.

**Log Traps:** The drainage area for a sediment trap should not exceed 5 acres. The trap capacity should be 1800 CF/Acre (0.5" over the drainage area).

Control logs should be placed in the following locations:

1. Within drainage ditches spaced as needed or min. 500' on center
2. Immediately preceding ditch inlets or drain inlets
3. Just before the drainage enters a water course
4. Just before the drainage leaves the right of way
5. Just before the drainage leaves the construction limits where drainage flows away from the project.

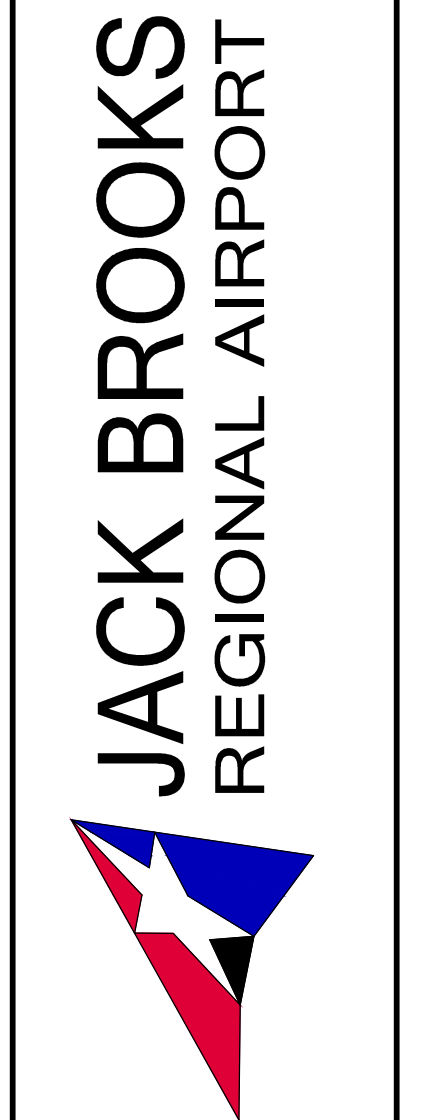
The logs should be cleaned when the sediment has accumulated to a depth of 1/2 the log diameter.

Cleaning and removal of accumulated sediment deposits is incidental and will not be paid for separately.

SHEET 1 OF 3

		Design Division Standard	
TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES			
EROSION CONTROL LOG			
EC(9)-16			
FILE: ec916	DN: TxDOT	CK: KM	DW: LS/PT
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EROSION CONTROL DETAILS

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\* ADJUSTMENTS CAN BE MADE FOR SOIL TYPE:  
SOFT, LOAMY SOILS-ADJUST ROWS CLOSER TOGETHER;  
HARD, ROCKY SOILS- ADJUST ROWS FARTHER APART

CL-SST

SHEET 2 OF 3



**Design  
Division  
Standard**

## TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

# EROSION CONTROL LOG

EC(9)-16

FILE: ec116	DN: TxDOT	CK: KM	DW: LS/PT	CK: LS
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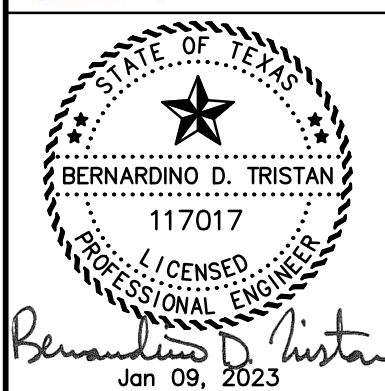
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REGIONAL AIRPORT

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## EROSION CONTROL DETAILS

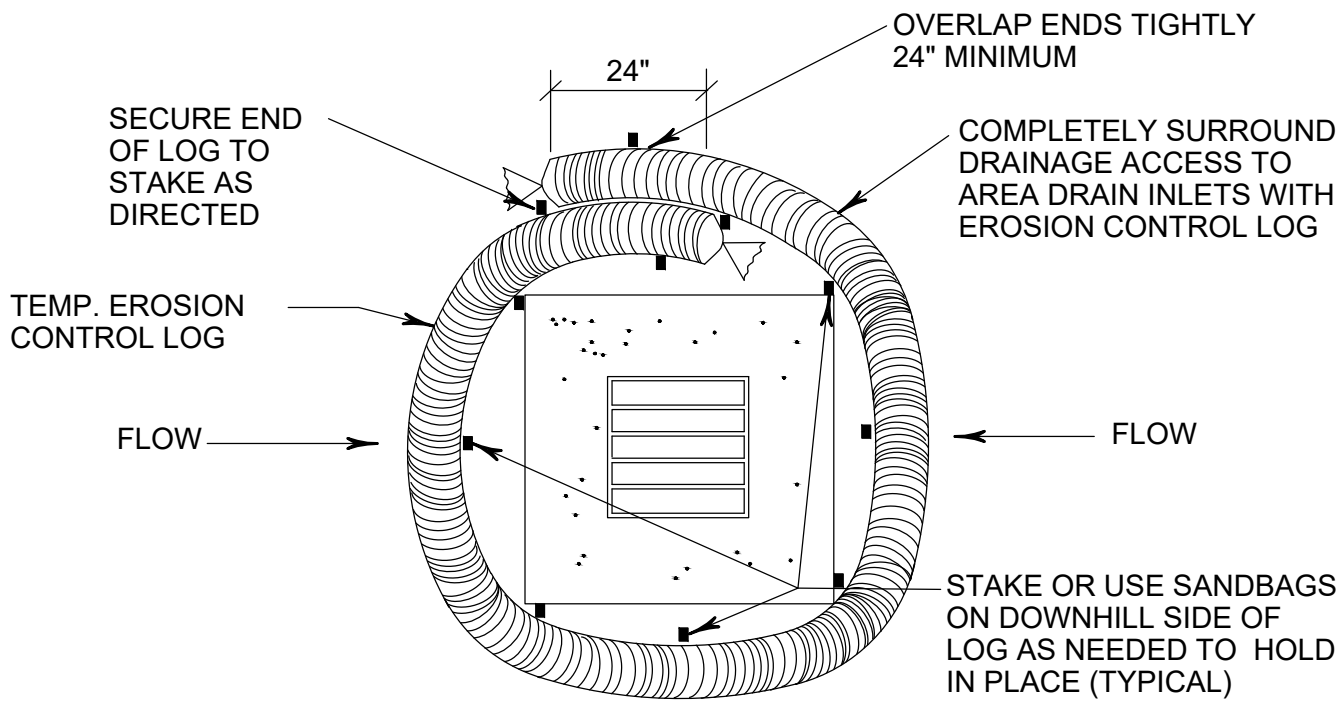
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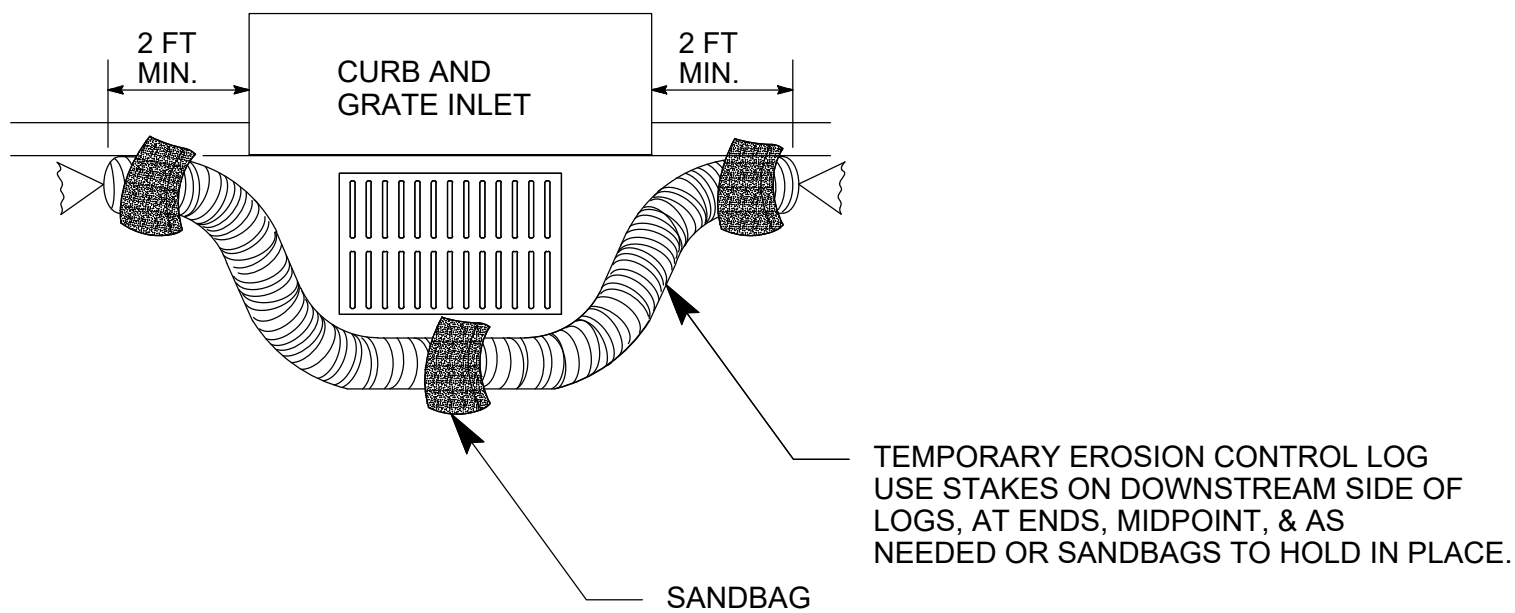
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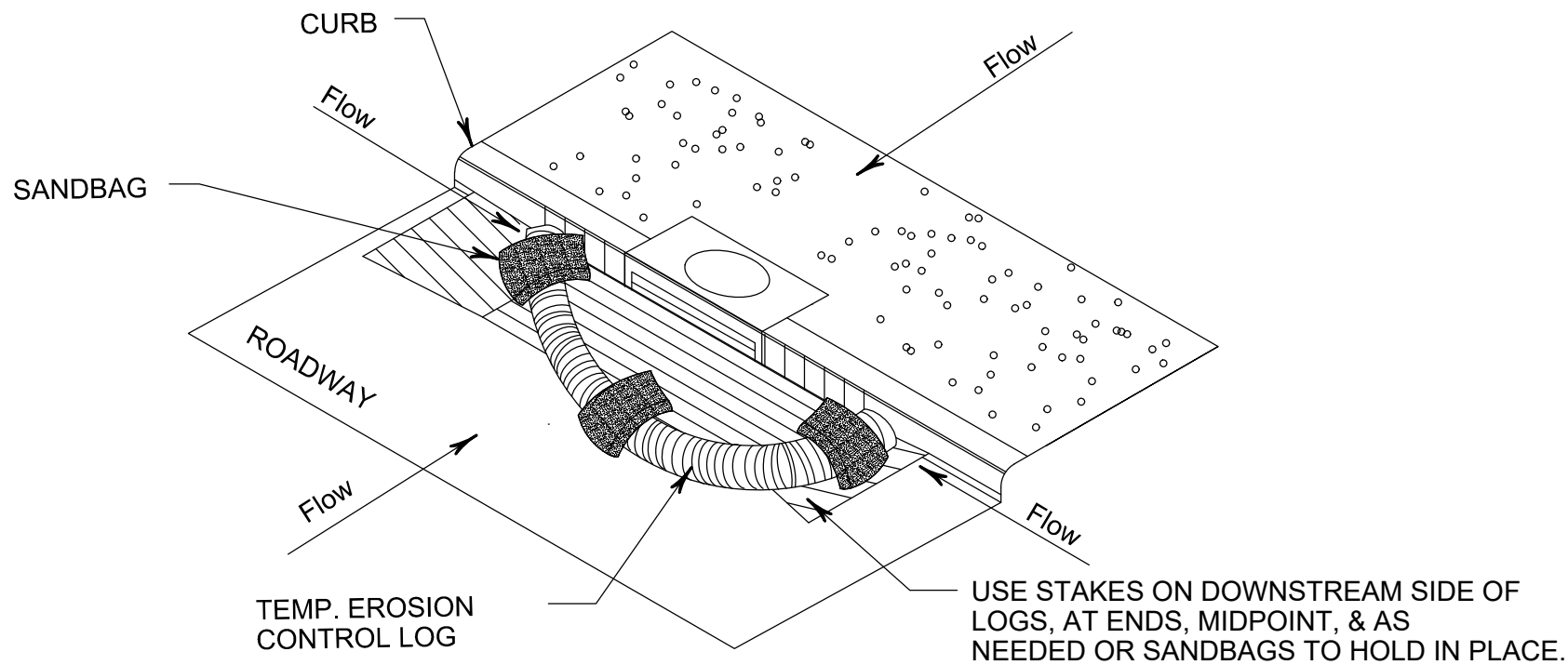
EROSION CONTROL LOG AT DROP INLET

CL-DI



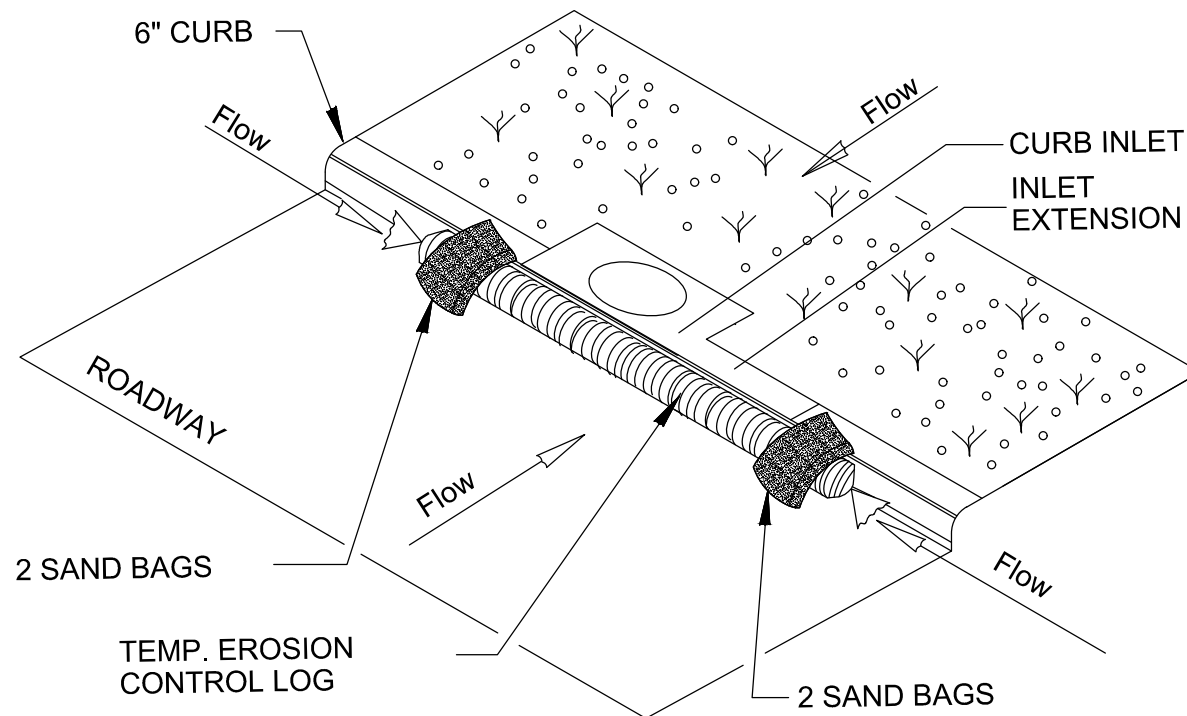
EROSION CONTROL LOG AT CURB & GRADE INLET

CL-GI



EROSION CONTROL LOG AT CURB INLET

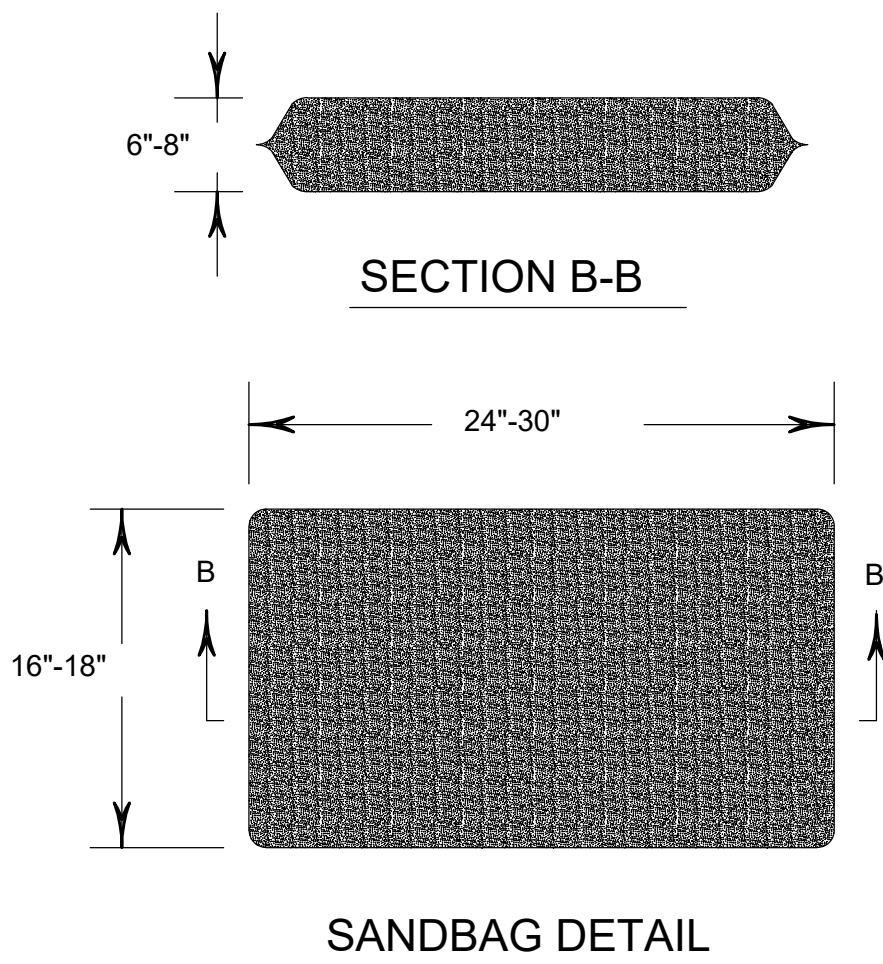
CL-CI



EROSION CONTROL LOG AT CURB INLET

CL-CI

NOTE:  
EROSION CONTROL LOGS USED AT CURB INLETS  
SHOULD ONLY BE USED IF THEY WILL NOT IMPEDE  
TRAFFIC OR FLOOD THE ROADWAY OR WHEN THE  
STORM SEWER SYSTEM IS NOT FULLY FUNCTIONAL.



SANDBAG DETAIL

SHEET 3 OF 3



Texas Department of Transportation

Design  
Division  
Standard

TEMPORARY EROSION,  
SEDIMENT AND WATER  
POLLUTION CONTROL MEASURES  
EROSION CONTROL LOG  
EC(9)-16

FILE: ec916	DN: TxDOT	CK: KM	DW: LS/PT	CK: LS
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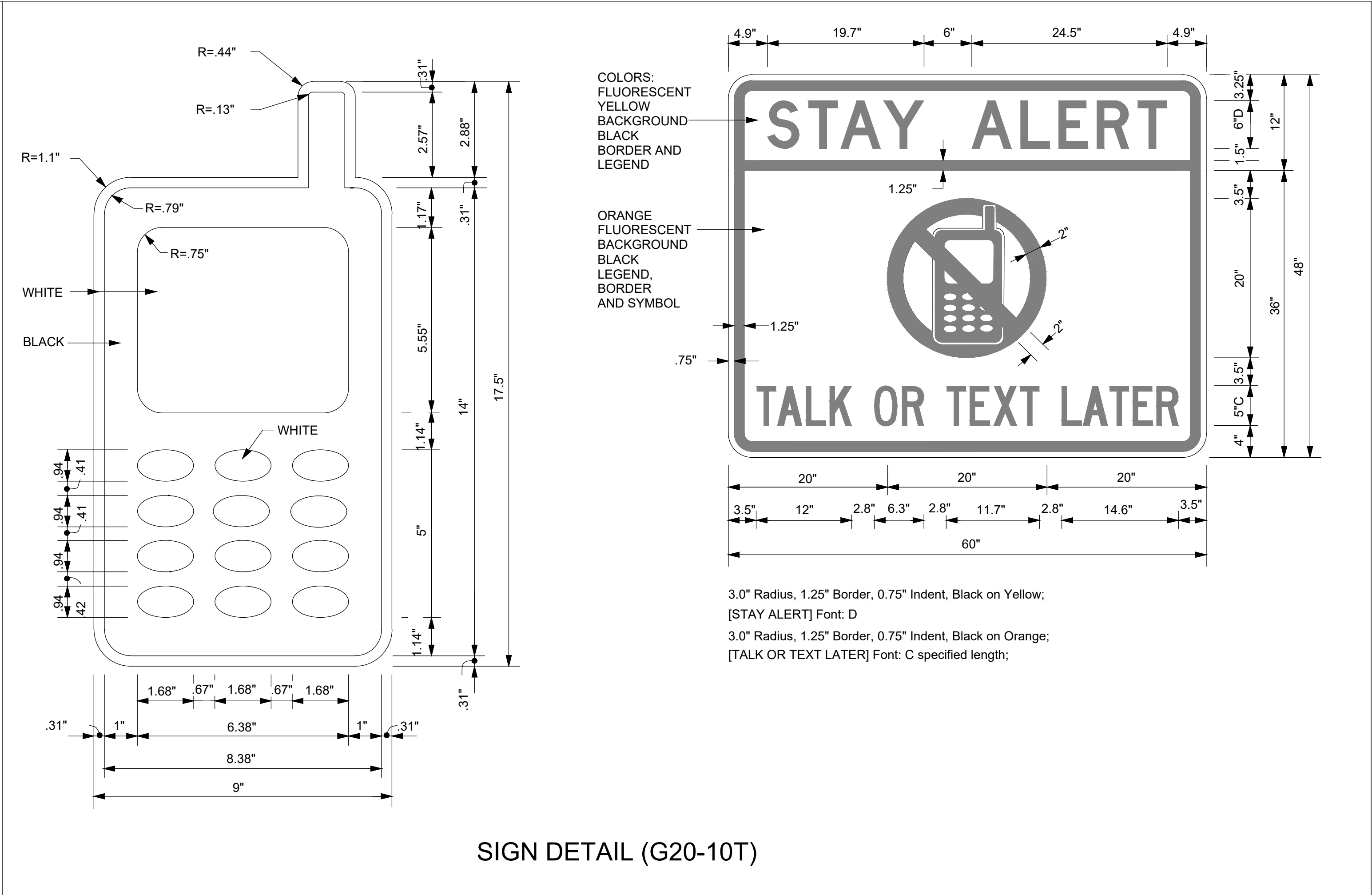
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BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:

- The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
- The development and design of the Traffic Control Plan (TCP) is the responsibility of the Engineer.
- The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.
- The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.
- Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets," the TxDOT "Roadway Design Manual" or engineering judgment.
- When projects abut, the Engineer(s) may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.
- The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.
- All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.
- The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.
- As shown on BC(2), the OBEY WARNING SIGNS STATE LAW sign, STAY ALERT TALK OR TEXT LATER (see Sign Detail G20-10T) and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. However, the TRAFFIC FINES DOUBLE sign will not be required on projects consisting solely of mobile operation work, such as striping or milling edgeline rumble strips. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits.
- Except for devices required by Note 10, traffic control devices should be in place only while work is actually in progress or a definite need exists.
- The Engineer has the final decision on the location of all traffic control devices.
- Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.

WORKER SAFETY APPAREL NOTES:


- Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel," or equivalent revisions, and labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.



Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be found on-line at the web address given below or by contacting:

Texas Department of Transportation  
Traffic Operations Division - TE  
Phone (512) 416-3118

THE DOCUMENTS BELOW CAN BE FOUND ON-LINE AT <a href="http://www.txdot.gov">http://www.txdot.gov</a>
COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICES LIST (CWZTCD)
DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS)
MATERIAL PRODUCER LIST (MPL)
ROADWAY DESIGN MANUAL - SEE "MANUALS (ONLINE MANUALS)"
STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS (SHSD)
TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD)
TRAFFIC ENGINEERING STANDARD SHEETS

				SHEET 1 OF 12				<i>Traffic Operations Division Standard</i>				
BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS												
BC(1)-14												
FILE: bc-14.dgn				DN: TxDOT		CK: TxDOT		DW: TxDOT		CK: TxDOT		
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STATE OF TEXAS  
BERNARDINO D. TRISTAN  
117017  
LICENSED PROFESSIONAL ENGINEER  
Jan 09, 2023

**JACK BROOKS**  
REGIONAL AIRPORT

FS PROJECT #  
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SCALE: N.T.S.  
DRAWN BY: J.L.H.  
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DETAILS

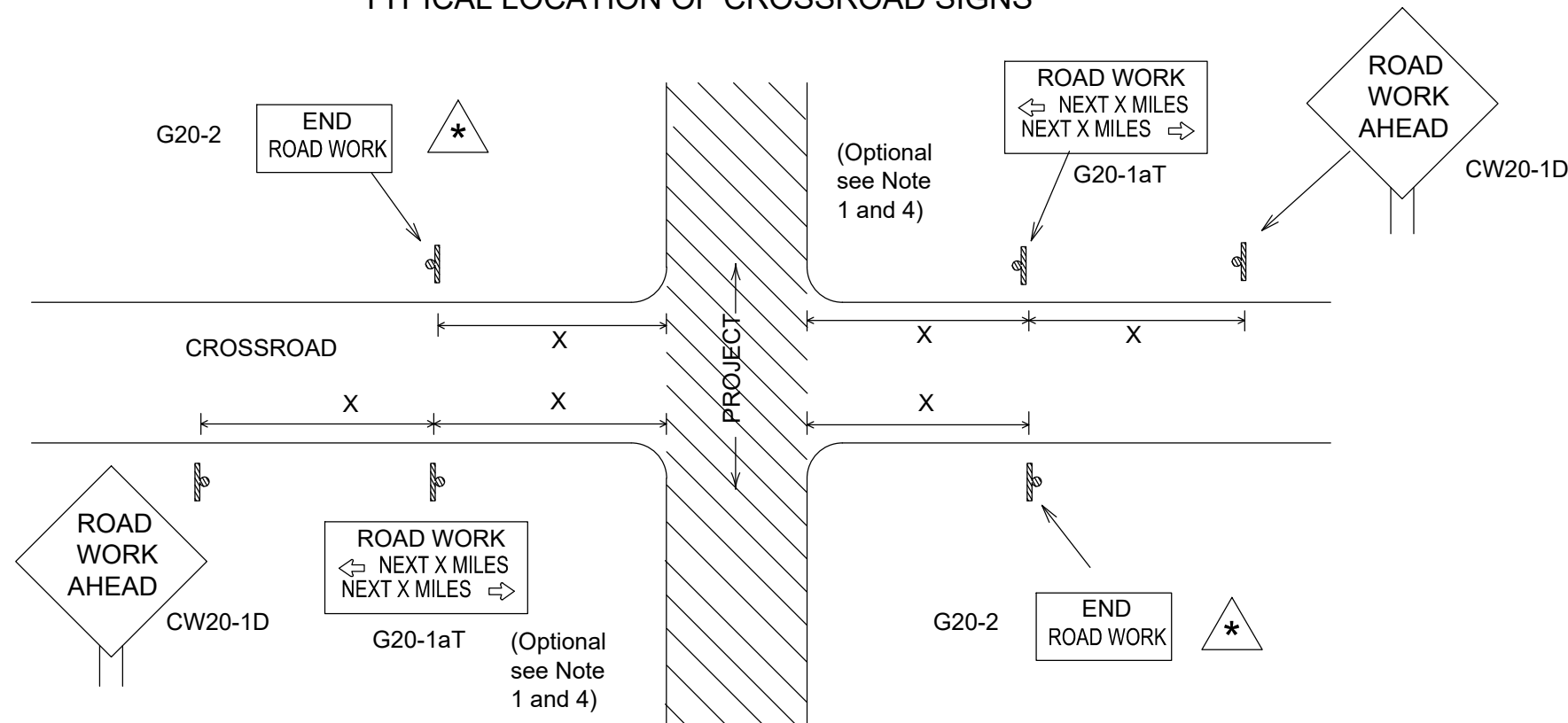
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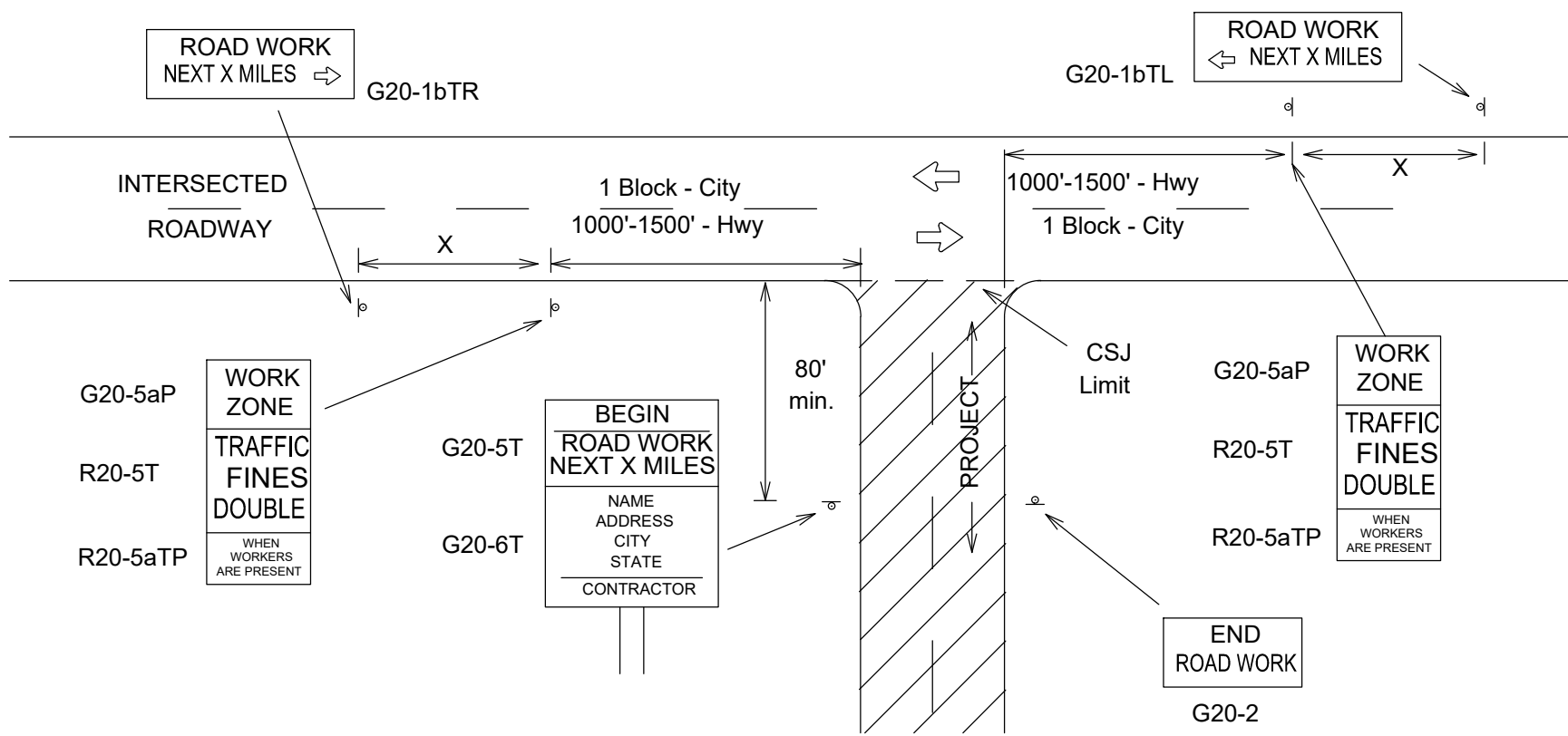
#### TYPICAL LOCATION OF CROSSROAD SIGNS



★ May be mounted on back of "ROAD WORK AHEAD"(CW20-1D) sign with approval of Engineer.  
(See note 2 below)

- The typical minimum signing on a crossroad approach should be a "ROAD WORK AHEAD" (CW20-1D) sign and a (G20-2) "END ROAD WORK" sign, unless noted otherwise in plans.
- The Engineer may use the reduced size 36" x 36" ROAD WORK AHEAD (CW20-1D) sign mounted back to back with the reduced size 36" x 18" "END ROAD WORK"(G20-2) sign on low volume crossroads (see Note 4 under "Typical Construction Warning Sign Size and Spacing"). See the "Standard Highway Sign Designs for Texas" manual for sign details. The Engineer may omit the advance warning signs on low volume crossroads. The Engineer will determine whether a road is low volume. This information shall be shown in the plans.
- Based on existing field conditions, the Engineer/Inspector may require additional signs such as FLAGGER AHEAD, LOOSE GRAVEL, or other appropriate signs. When additional signs are required, these signs will be considered part of the minimum requirements. The Engineer/Inspector will determine the proper location and spacing of any sign not shown on the BC sheets, Traffic Control Plan sheets or the Work Zone Standard Sheets.
- The "ROAD WORK NEXT X MILES"(G20-1aT) sign shall be required at high volume crossroads to advise motorists of the length of construction in either direction from the intersection. The Engineer will determine whether a roadway is considered high volume.
- Additional traffic control devices may be shown elsewhere in the plans for higher volume crossroads.
- When work occurs in the intersection area, appropriate traffic control devices, as shown elsewhere in the plans or as determined by the Engineer/Inspector, shall be in place.

#### T-INTERSECTION



#### CSJ LIMITS AT T-INTERSECTION

- The Engineer will determine the types and location of any additional traffic control devices, such as a flagger and accompanying signs, or other signs, that should be used when work is being performed at or near an intersection.
- If construction closes the road at a T-intersection the Contractor shall place the "CONTRACTOR NAME"(G20-6T) sign behind the Type 3 Barricades for the road closure (see BC(10) also). The "ROAD WORK NEXT X MILES" left arrow(G20-1bTL) and "ROAD WORK NEXT X MILES" right arrow (G20-1bTR)" signs shall be replaced by the detour signing called for in the plans.

#### TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING

1.5.6

Sign Number or Series	SIZE		SPACING	
	Conventional Road	Expressway/ Freeway	Posted Speed	Sign Spacing "X"
			MPH	Feet (Apprx.)
CW20 <sup>4</sup> CW21 CW22 CW23 CW25	48" x 48"	48" x 48"	30	120
			35	160
			40	240
			45	320
			50	400
			55	500 <sup>2</sup>
			60	600 <sup>2</sup>
			65	700 <sup>2</sup>
			70	800 <sup>2</sup>
			75	900 <sup>2</sup>
			80	1000 <sup>2</sup>
			*	* <sup>3</sup>

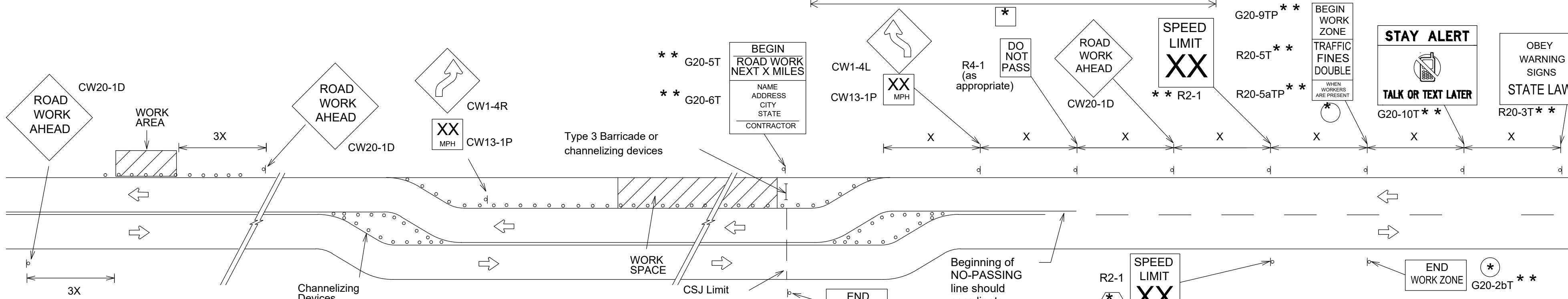
\* For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.

△ Minimum distance from work area to first Advance Warning sign nearest the work area and/or distance between each additional sign.

#### GENERAL NOTES

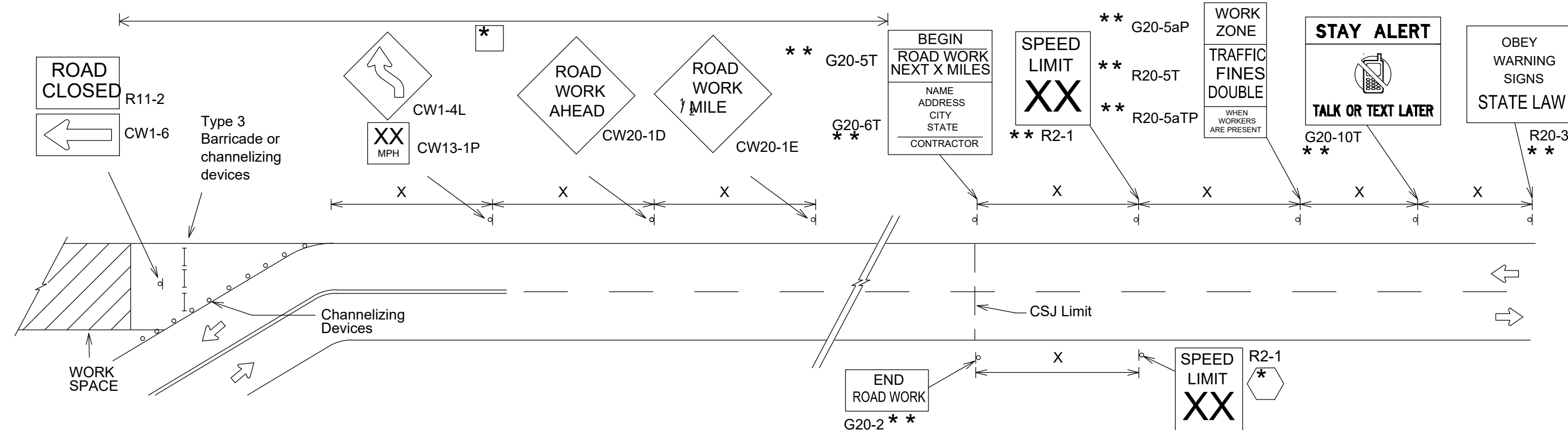
- Special or larger size signs may be used as necessary.
- Distance between signs should be increased as required to have 1500 feet advance warning.
- Distance between signs should be increased as required to have 1/2 mile or more advance warning.
- 36" x 36" "ROAD WORK AHEAD" (CW20-1D) signs may be used on low volume crossroads at the discretion of the Engineer. See Note 2 under "Typical Location of Crossroad Signs".
- Only diamond shaped warning sign sizes are indicated.
- See sign size listing in "TMUTCD", Sign Appendix or the "Standard Highway Sign Designs for Texas" manual for complete list of available sign design sizes.

#### WORK AREAS IN MULTIPLE LOCATIONS WITHIN CSJ LIMITS



When extended distances occur between minimal work spaces, the Engineer/Inspector should ensure additional "ROAD WORK AHEAD"(CW20-1D) signs are placed in advance of these work areas to remind drivers they are still within the project limits. See the applicable TCP sheets for exact location and spacing of signs and channelizing devices.

#### SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING DOWNSTREAM OF THE CSJ LIMITS



#### NOTES

The Contractor shall determine the appropriate distance to be placed on the G20-1 series signs and "BEGIN ROAD WORK NEXT X MILES"(G20-5T) sign for each specific project. This distance shall replace the "X" and shall be rounded to the nearest whole mile with the approval of the Engineer. No decimals shall be used.

- The "BEGIN WORK ZONE"(G20-9TP) and "END WORK ZONE" (G20-2bT) shall be used as shown on the sample layout when advance signs are required outside the CSJ Limits. They inform the motorist of entering or leaving a part of the work zone lying outside the CSJ Limits where traffic fines may double if workers are present.
- Required CSJ Limit signing. See Note 10 on BC(1). TRAFFIC FINES DOUBLE signs will not be required on projects consisting solely of mobile operations work.
- Area for placement of "ROAD WORK AHEAD" (CW20-1D) sign and other signs or devices as called for on the Traffic Control Plan.
- Contractor will install a regulatory speed limit sign at the end of the work zone.

#### LEGEND

—	Type 3 Barricade
○ ○ ○	Channelizing Devices
+	Sign
X	See Typical Construction Warning Sign Size and Spacing chart or the TMUTCD for sign spacing requirements.

SHEET 2 OF 12



Texas Department of Transportation

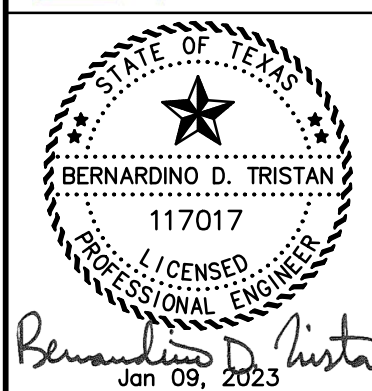
Traffic Operations Division Standard

## BARRICADE AND CONSTRUCTION PROJECT LIMIT

BC(2)-14

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**JACK BROOKS REGIONAL AIRPORT**

FS PROJECT # 21200.000  
DATE: Jan 09, 2023  
SCALE: N.T.S.  
DRAWN BY: J.L.H.  
CHECK BY: B.T.  
FS DRAWING NAME: 21200.000\_CE\_Traffic Control DETAILS

TRAFFIC CONTROL DETAILS

C14.2

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Work zone speed limits shall be regulatory, established in accordance with the "Procedures for Establishing Speed Zones," and approved by the Texas Transportation Commission, or by City Ordinance when within Incorporated City Limits.

of work activity and not throughout the entire project.  
Regulatory work zone speed signs (R2-1) shall be removed or covered during periods when they are not needed.

Signing shown for one direction only. See BC(2) for additional advance signing.

CSJ LIMITS

(750' - 1500')

See General Note 4

SPEED LIMIT 70 R2-1

SPEED LIMIT 60 CW3-5

WORK ZONE SPEED LIMIT 60 R2-1 G20-5aP

See General Note 4

See General Note 4

SPEED LIMIT 70 R2-1

SPEED LIMIT 60 CW3-5

WORK ZONE SPEED LIMIT 60 R2-1 G20-5aP

WORK ZONE SPEED LIMIT 60 R2-1 G20-5aP

SPEED LIMIT 70 R2-1

Signing shown for one direction only. See BC(2) for additional advance signing.


CSJ LIMITS

## LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

As long as any of these conditions exist, the work zone speed limit signs should remain in place.

Short Term Work Zone Speed Limit signs should be posted and visible to the motorists only when work activity is present. When work activity is not present, signs shall be removed or covered.  
(See Removing or Covering on BC(4)).

1. Regulatory work zone speed limits should be used only for sections of construction projects where speed control is of major importance.
2. Regulatory work zone speed limit signs shall be placed on supports at a 7 foot minimum mounting height.
3. Speed zone signs are illustrated for one direction of travel and are normally posted for each direction of travel.
4. Frequency of work zone speed limit signs should be:  
40 mph and greater    0.2 to 2 miles  
35 mph and less       0.2 to 1 mile
5. Regulatory speed limit signs shall have black legend and border on a white reflective background (See "Reflective Sheeting" on BC(4)).
6. Fabrication, erection and maintenance of the "ADVANCE SPEED LIMIT"(CW3-5)sign, "WORK ZONE"(G20-5aP) plaque and the "SPEED LIMIT"(R2-1)signs shall not be paid for directly, but shall be considered subsidiary to Item 502.
7. Turning signs from view, laying signs over or down will not be allowed, unless as otherwise noted under "REMOVING OR COVERING" on BC(4).
8. Techniques that may help reduce traffic speeds include but are not limited to:  
A. Law enforcement.  
B. Flagger stationed next to sign.  
C. Portable changeable message sign (PCMS).  
D. Low-power (drone) radar transmitter.  
E. Speed monitor trailers or signs.
9. Speeds shown on details above are for illustration only.  
Work Zone Speed Limits should only be posted as approved for each project.
10. For more specific guidance concerning the type of work, work zone conditions and factors impacting allowable regulatory construction speed zone reduction see TxDOT form #1204 in the TxDOT e-form system.

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<h1 style="margin: 0;">BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT</h1>				
<h2 style="margin: 0;">BC(3)-14</h2>				
FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	KC: TxDOT
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REVISIONS <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <span>9-07</span> <span>8-14</span> </div>	DIST	COUNTY		SHEET NO.
97-13				

STATE OF TEXAS  
BERNARDINO D. TRISTAN  
117017  
LICENSED  
PROFESSIONAL ENGINEER  
Jan 09, 2023



**JACK BROOKS**  
REGIONAL AIRPORT

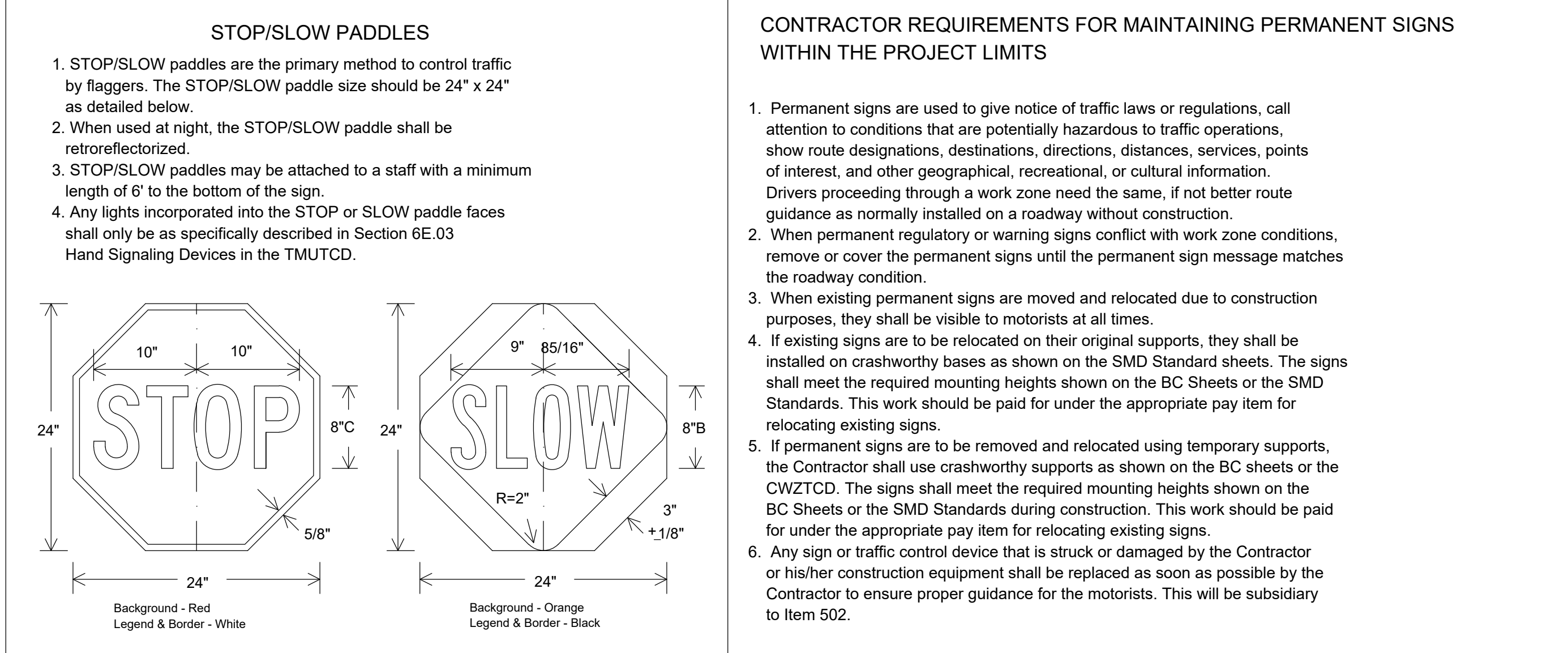
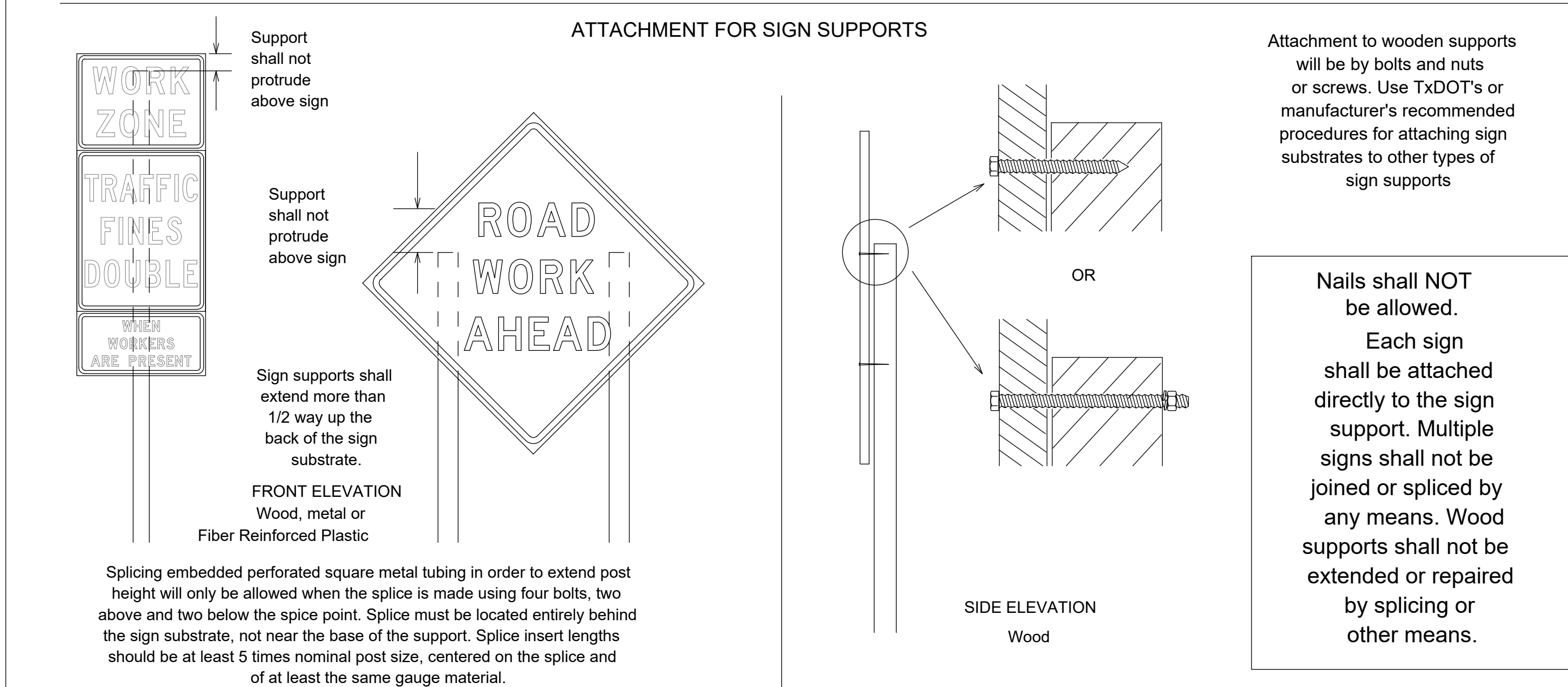
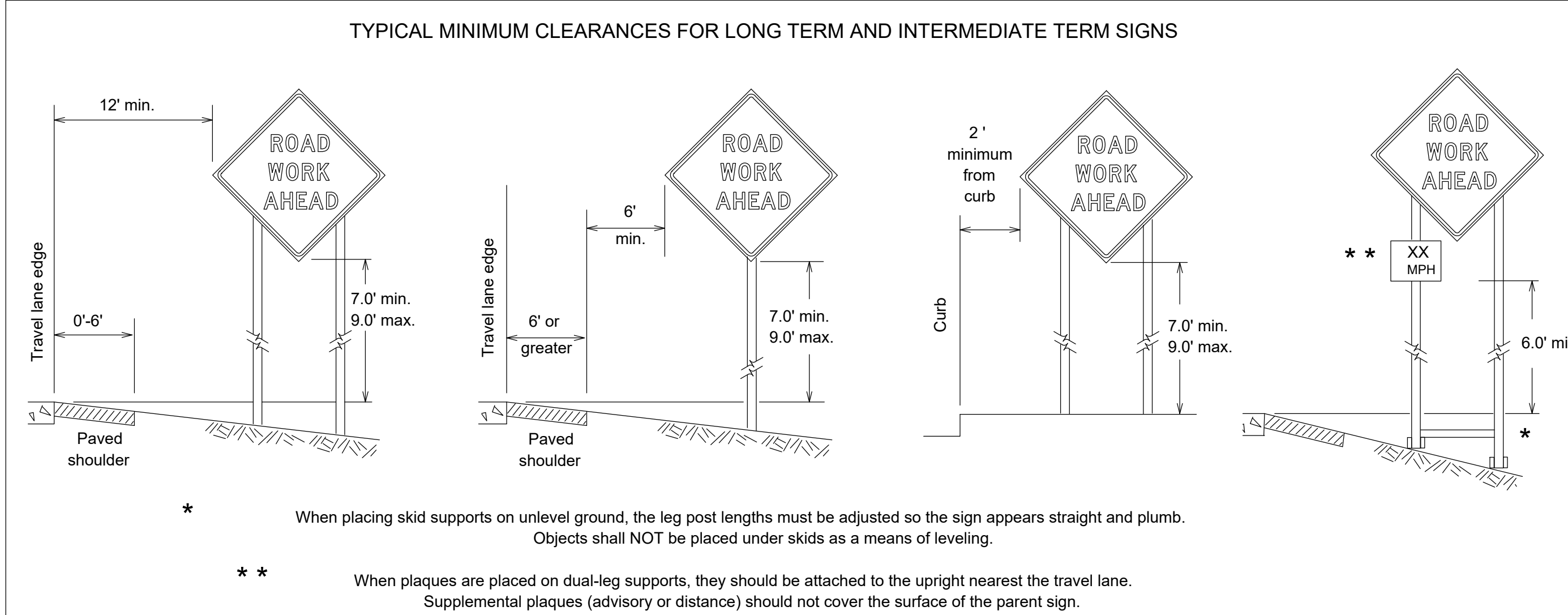
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GENERAL NOTES FOR WORK ZONE SIGNS

1. Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer.

2. Wooden sign posts shall be painted white.

3. Barricades shall NOT be used as sign supports.

4. All signs shall be installed in accordance with the plans or as directed by the Engineer. Signs shall be used to regulate, warn, and guide the traveling public safely through the work zone.

5. The Contractor may furnish either the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD). The Engineer/Inspector may require the Contractor to furnish other work zone signs that are shown in the TMUTCD but may have been omitted from the plans. Any variation in the plans shall be documented by written agreement between the Engineer and the Contractor's Responsible Person. All changes must be documented in writing before being implemented. This can include documenting the changes in the Inspector's TxDOT diary and having both the Inspector and Contractor initial and date the agreed upon changes.

6. The Contractor shall furnish sign supports listed in the "Compliant Work Zone Traffic Control Device List" (CWZTCD). The Contractor shall install the sign support in accordance with the manufacturer's recommendations. If there is a question regarding installation procedures, the Contractor shall furnish the Engineer a copy of the manufacturer's installation recommendations so the Engineer can verify the correct procedures are being followed.

7. The Contractor is responsible for installing signs on approved supports and replacing signs with damaged or cracked substrates and/or damaged or marred reflective sheeting as directed by the Engineer/Inspector.

8. Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used for identification shall be 1 inch.

9. The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.

DURATION OF WORK (as defined by the "Texas Manual on Uniform Traffic Control Devices" Part 6)

1. The types of sign supports, sign mounting height, the size of signs, and the type of sign substrates can vary based on the type of work being performed. The Engineer is responsible for selecting the appropriate size sign for the type of work being performed. The Contractor is responsible for ensuring the sign support, sign mounting height and substrate meets manufacturer's recommendations in regard to crashworthiness and duration of work requirements.

a. Long-term stationary - work that occupies a location more than 3 days.

b. Intermediate-term stationary - work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than one hour.

c. Short-term stationary - daytime work that occupies a location for more than 1 hour in a single daylight period.

d. Short, duration - work that occupies a location up to 1 hour.

e. Mobile - work that moves continuously or intermittently (stopping for up to approximately 15 minutes.)

SIGN MOUNTING HEIGHT

1. The bottom of Long-term/Intermediate-term signs shall be at least 7 feet, but not more than 9 feet, above the paved surface, except as shown for supplemental plaques mounted below other signs.

2. The bottom of Short-term/Short Duration signs shall be a minimum of 1 foot above the pavement surface but no more than 2 feet above the ground.

3. Long-term/Intermediate-term Signs may be used in lieu of Short-term/Short Duration signing.

4. Short-term/Short Duration signs shall be used only during daylight and shall be removed at the end of the workday or raised to appropriate Long-term/Intermediate sign height.

5. Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

SIZE OF SIGNS

1. The Contractor shall furnish the sign sizes shown on BC (2) unless otherwise shown in the plans or as directed by the Engineer.

SIGN SUBSTRATES

1. The Contractor shall ensure the sign substrate is installed in accordance with the manufacturer's recommendations for the type of sign support that is being used. The CWZTCD lists each substrate that can be used on the different types and models of sign supports.

2. "Mesh" type materials are NOT an approved sign substrate, regardless of the tightness of the weave.

3. All wooden individual sign panels fabricated from 2 or more pieces shall have one or more plywood cleat, 1/2" thick by 6" wide, fastened to the back of the sign and extending fully across the sign. The cleat shall be attached to the back of the sign using wood screws that do not penetrate the face of the sign panel. The screws shall be placed on both sides of the splice and spaced at 6" centers. The Engineer may approve other methods of splicing the sign face.

REFLECTIVE SHEETING

1. All signs shall be retroreflective and constructed of sheeting meeting the color and retro-reflectivity requirements of DMS-8300 for rigid signs or DMS-8310 for roll-up signs. The web address for DMS specifications is shown on BC(1).

2. White sheeting, meeting the requirements of DMS-8300 Type A, shall be used for signs with a white background.

3. Orange sheeting, meeting the requirements of DMS-8300 Type B<sub>FL</sub> or Type C<sub>FL</sub> shall be used for rigid signs with orange backgrounds.

SIGN LETTERS

1. All sign letters and numbers shall be clear, and open rounded type uppercase alphabet letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" manual. Signs, letters and numbers shall be of first class workmanship in accordance with Department Standards and Specifications.

REMOVING OR COVERING

1. When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.

2. Long-term stationary or intermediate stationary signs installed on square metal tubing may be turned away from traffic 90 degrees when the sign message is not applicable. This technique may not be used for signs installed in the median of divided highways or near any intersections where the sign may be seen from approaching traffic.

3. Signs installed on wooden skids shall not be turned at 90 degree angles to the roadway. These signs should be removed or completely covered when not required.

4. When signs are covered, the material used shall be opaque, such as heavy mil black plastic, or other materials which will cover the entire sign face and maintain their opaque properties under automobile headlights at night, without damaging the sign sheeting.

5. Burlap shall NOT be used to cover signs.

6. Duct tape or other adhesive material shall NOT be affixed to a sign face.

7. Signs and anchor stubs shall be removed and holes backfilled upon completion of work.

SIGN SUPPORT WEIGHTS

1. Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand should be used.

2. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.

3. Rock, concrete, iron, steel or other solid objects shall not be permitted for use as sign support weights.

4. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.

5. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall NOT be used.

6. Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CWZTCD list.

7. Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners. Sandbags shall be placed along the length of the skids to weigh down the sign support.

8. Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

FLAGS ON SIGNS

1. Flags may be used to draw attention to warning signs. When used the flag shall be 16 inches square or larger and shall be orange or fluorescent red-orange in color. Flags shall not be allowed to cover any portion of the sign face.

SHEET 4 OF 12

Texas Department of Transportation

*Traffic Operations Division Standard*

**BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES**

**BC(4)-14**

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Bernardino D. Tristano  
Jan 09, 2023

**JACK BROOKS REGIONAL AIRPORT**

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CHECK BY: B.T.

FS DRAWING NAME: 21200.000\_CE\_Traffic Control Details

**TRAFFIC CONTROL DETAILS**

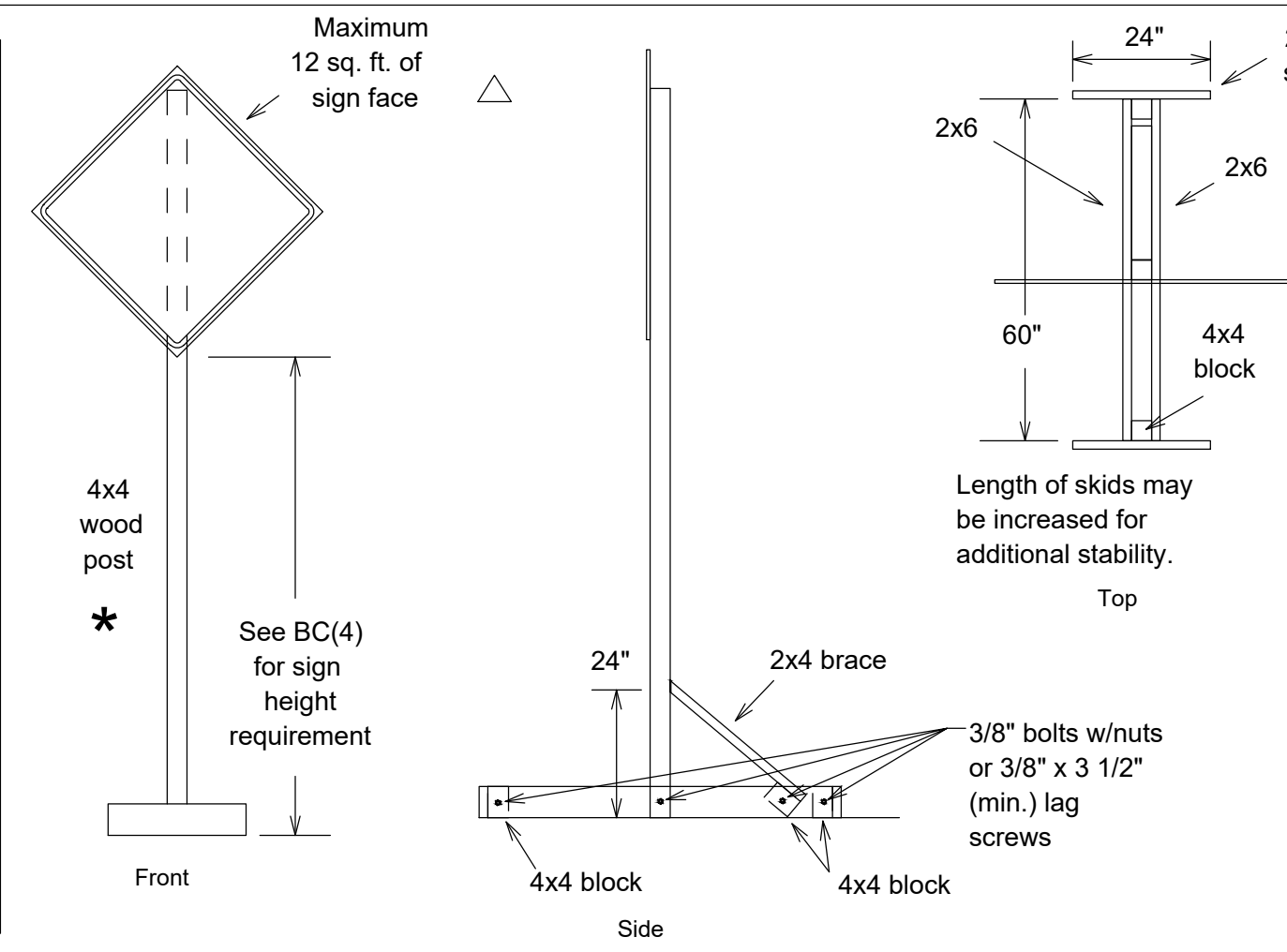
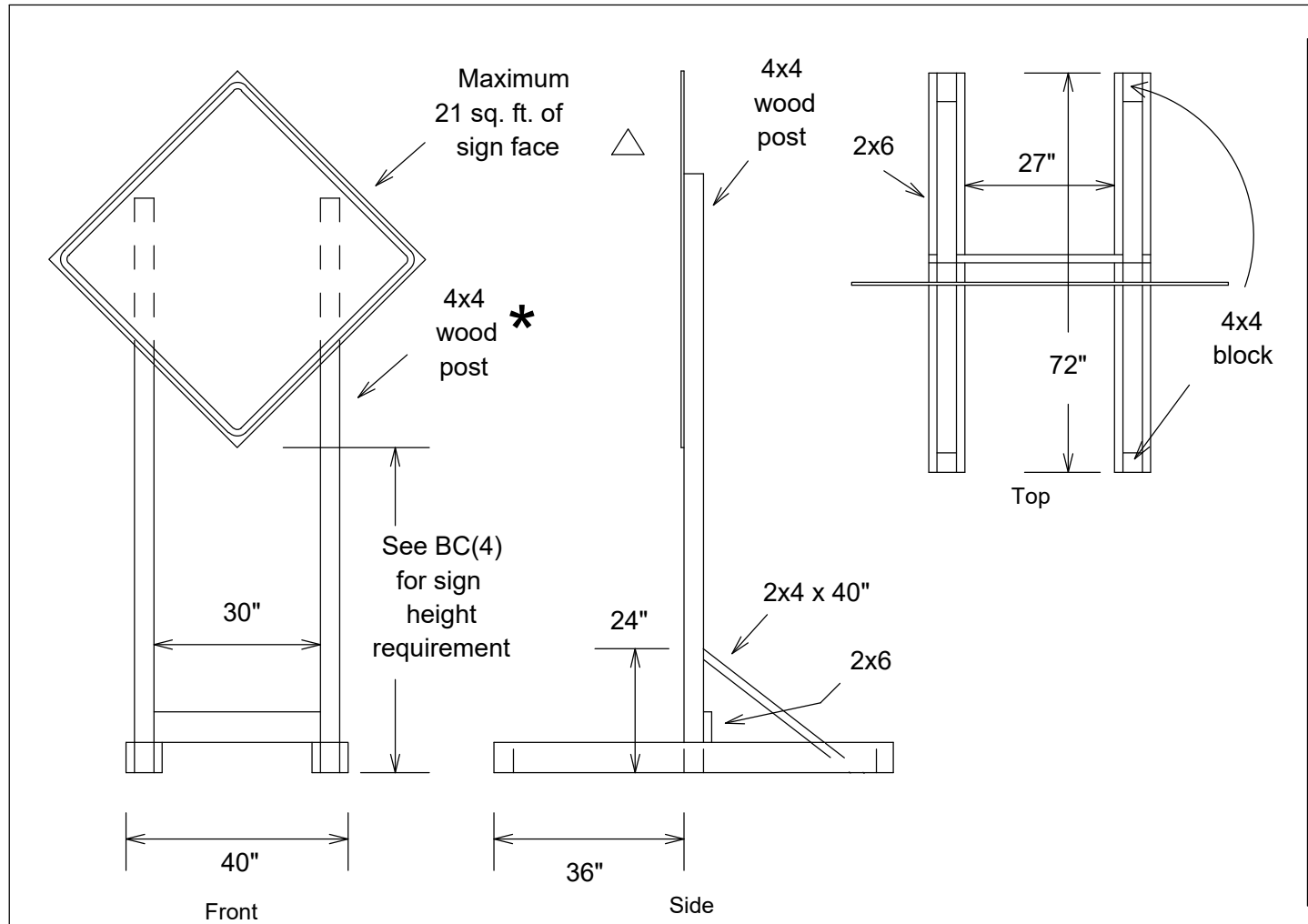
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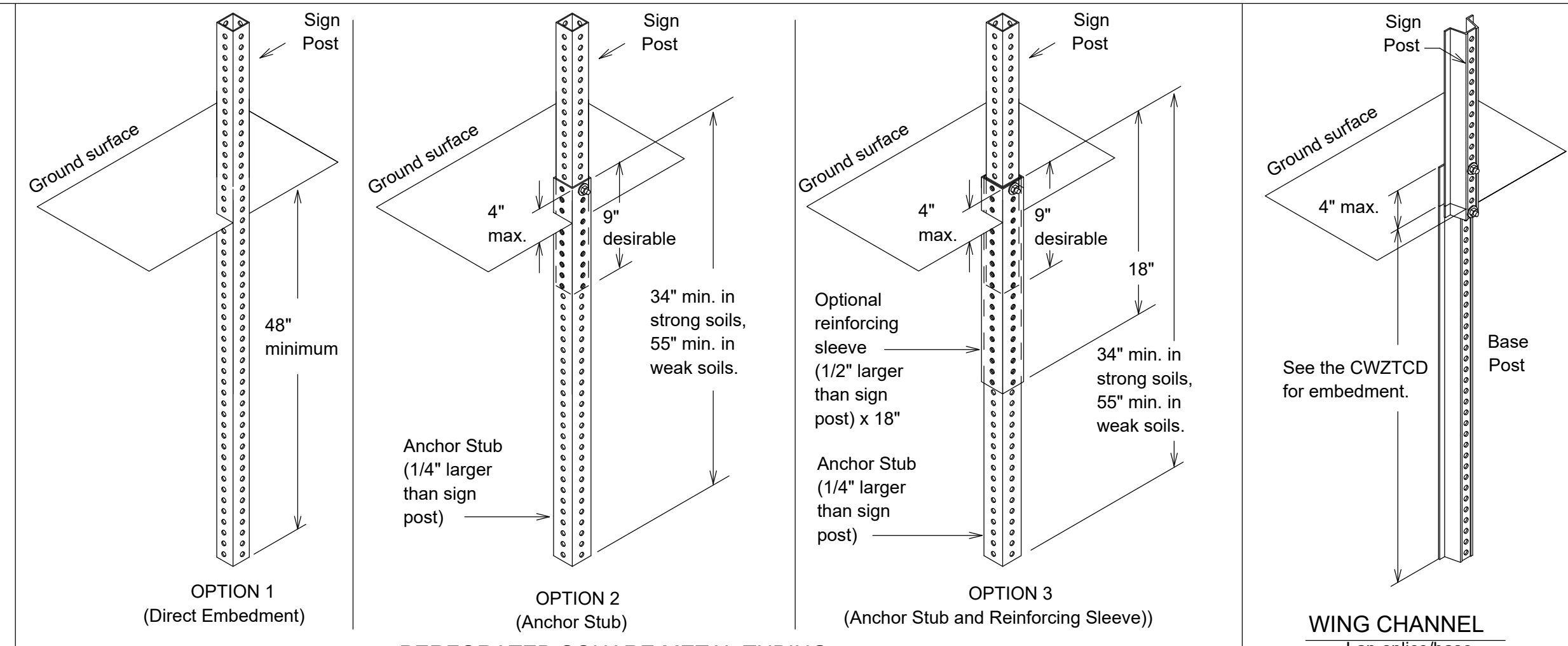
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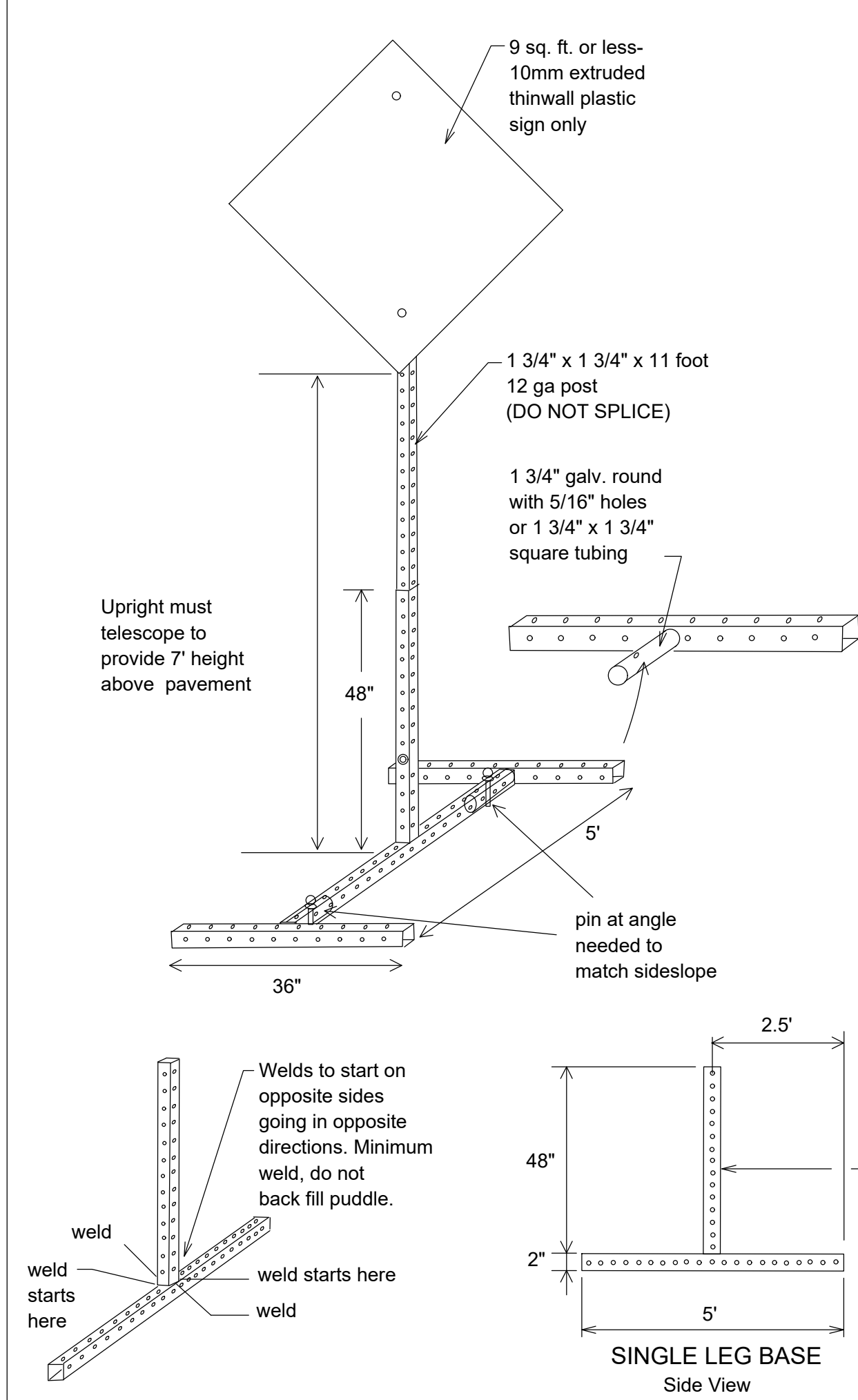
### SKID MOUNTED WOOD SIGN SUPPORTS

LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS

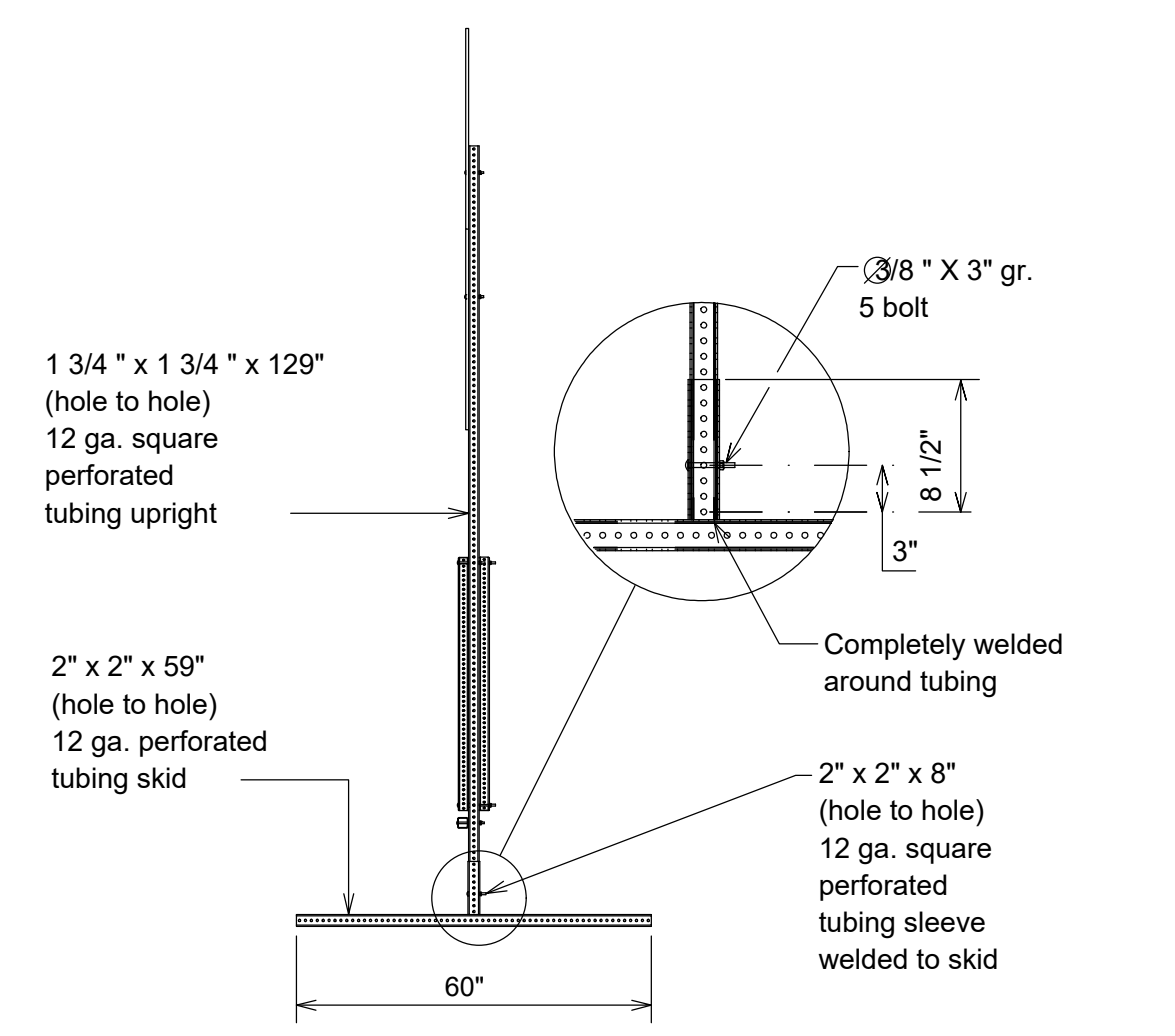
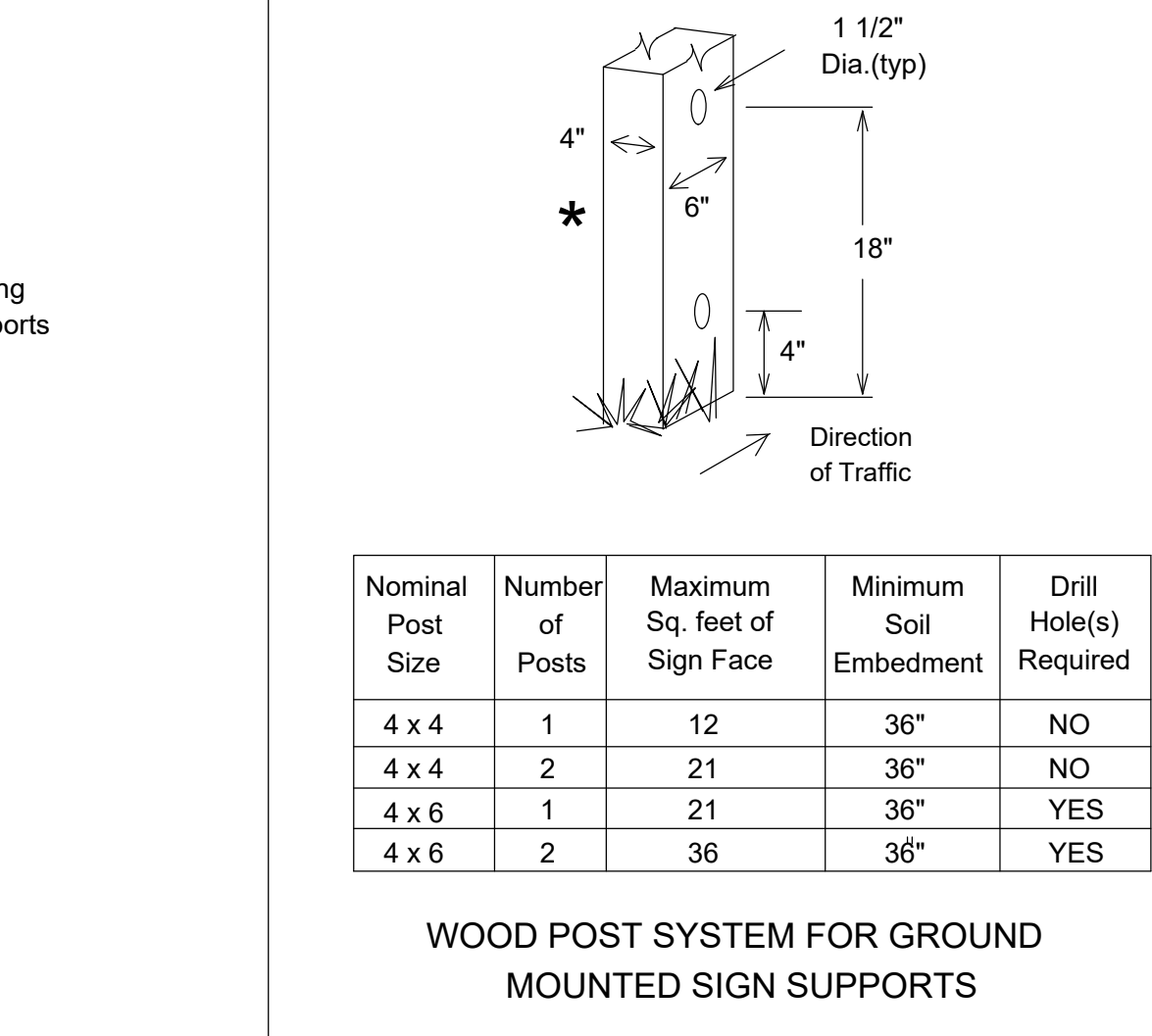
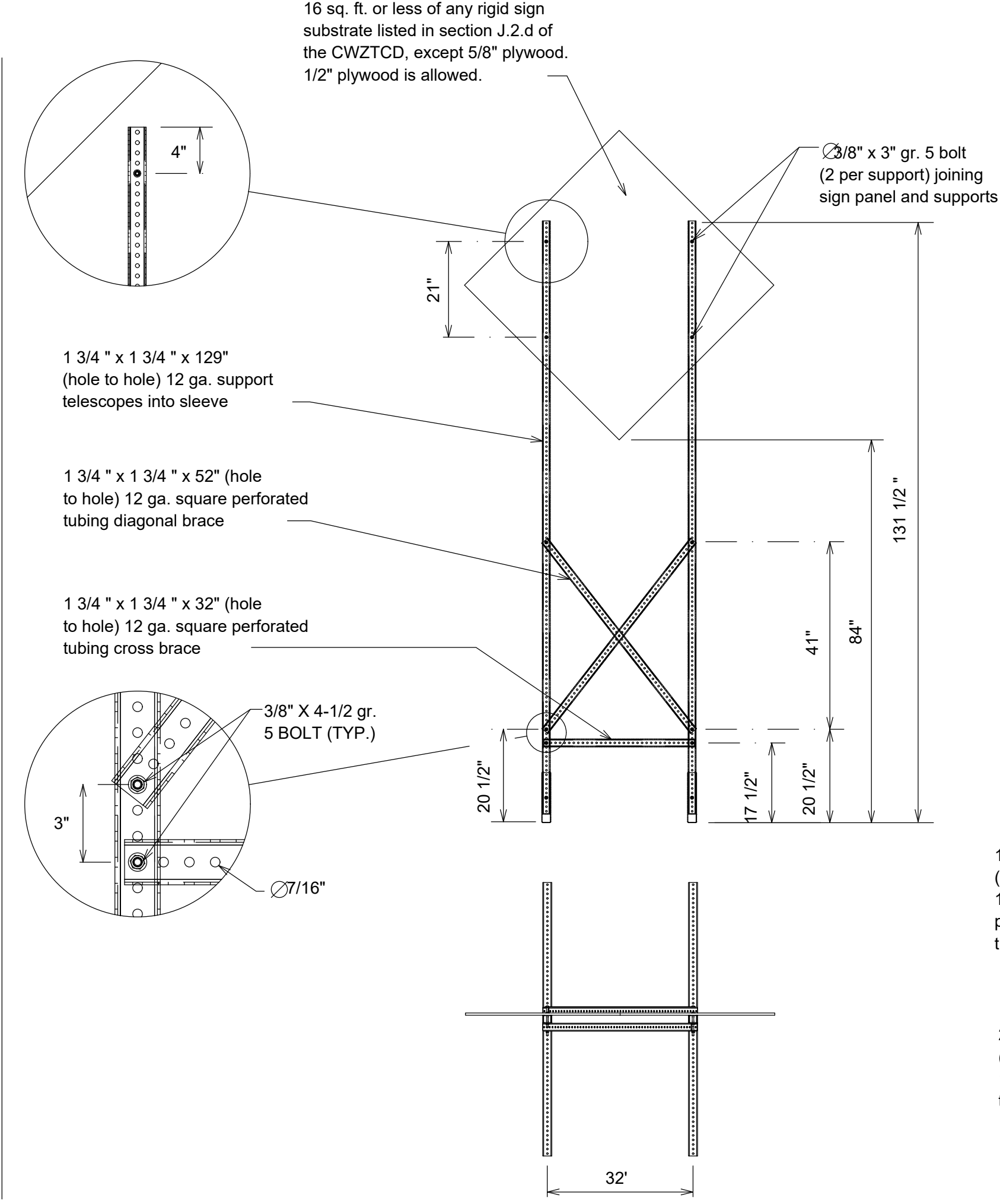


### GROUND MOUNTED SIGN SUPPORTS

Refer to the CWZTCD and the manufacturer's installation procedure for each type sign support.  
The maximum sign square footage shall adhere to the manufacturer's recommendation.  
Two post installations can be used for larger signs.



### SKID MOUNTED PERFORATED SQUARE STEEL TUBING SIGN SUPPORTS



### WEDGE ANCHORS

Both steel and plastic Wedge Anchor Systems as shown on the SMD Standard Sheets may be used as temporary sign supports for signs up to 10 square feet of sign face. They may be set in concrete or in sturdy soils if approved by the Engineer. (See web address for "Traffic Engineering Standard Sheets" on BC(1)).

### OTHER DESIGNS

MORE DETAILS OF APPROVED LONG/INTERMEDIATE AND SHORT TERM SUPPORTS CAN BE FOUND ON THE CWZTCD LIST. SEE BC(1) FOR WEBSITE LOCATION.

### GENERAL NOTES

- Nails may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
- No more than 2 sign posts shall be placed within a 7 ft. circle, except for specific materials noted on the CWZTCD List.
- When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.

See BC(4) for definition of "Work Duration."

★ Wood sign posts MUST be one piece. Splicing will NOT be allowed. Posts shall be painted white.

△ See the CWZTCD for the type of sign substrate that can be used for each approved sign support.

SHEET 5 OF 12



Texas Department of Transportation

Traffic Operations Division Standard

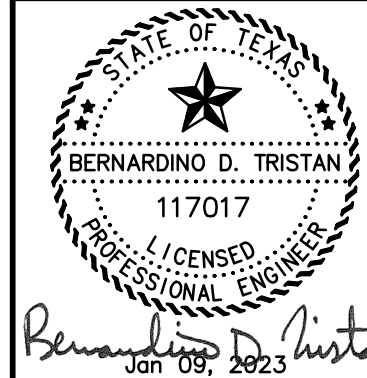
### BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

BC(5)-14

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JACK BROOKS REGIONAL AIRPORT

FS PROJECT # 21200.000  
DATE: Jan 09, 2023  
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CHECK BY: B.T.  
FS DRAWING NAME: 21200.000\_CE\_Traffic Control DETAILS

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DATE:  
FILE:

WHEN NOT IN USE, REMOVE THE PCMS FROM THE RIGHT-OF-WAY OR PLACE THE PCMS BEHIND BARRIER OR GUARDRAIL WITH SIGN PANEL TURNED PARALLEL TO TRAFFIC

PORTABLE CHANGEABLE MESSAGE SIGNS

- The Engineer/Inspector shall approve all messages used on portable changeable message signs (PCMS).
- Messages on PCMS should contain no more than 8 words (about four to eight characters per word), not including simple words such as "TO," "FOR," "AT," etc.
- Messages should consist of a single phase, or two phases that alternate. Three-phase messages are not allowed. Each phase of the message should convey a single thought, and must be understood by itself.
- Use the word "EXIT" to refer to an exit ramp on a freeway; i.e., "EXIT CLOSED." Do not use the term "RAMP."
- Always use the route or interstate designation (IH, US, SH, FM) along with the number when referring to a roadway.
- When in use the bottom of a stationary PCMS message panel should be a minimum 7 feet above the roadway, where possible.
- The message term "WEEKEND" should be used only if the work is to start on Saturday morning and end by Sunday evening at midnight. Actual days and hours of work should be displayed on the PCMS if work is to begin on Friday evening and/or continue into Monday morning.
- The Engineer/Inspector may select one of two options which are available for displaying a two-phase message on a PCMS. Each phase may be displayed for either four seconds each or for three seconds each.
- Do not "flash" messages or words included in a message. The message should be steady burn or continuous while displayed.
- Do not present redundant information on a two-phase message; i.e., keeping two lines of the message the same and changing the third line.
- Do not use the word "Danger" in message.
- Do not display the message "LANES SHIFT LEFT" or "LANES SHIFT RIGHT" on a PCMS. Drivers do not understand the message.
- Do not display messages that scroll horizontally or vertically across the face of the sign.
- The following table lists abbreviated words and two-word phrases that are acceptable for use on a PCMS. Both words in a phrase must be displayed together. Words or phrases not on this list should not be abbreviated, unless shown in the TMUTCD.
- PCMS character height should be at least 18 inches for trailer mounted units. They should be visible from at least 1/2 (.5) mile and the text should be legible from at least 600 feet at night and 800 feet in daylight. Truck mounted units must have a character height of 10 inches and must be legible from at least 400 feet.
- Each line of text should be centered on the message board rather than left or right justified.
- If disabled, the PCMS should default to an illegible display that will not alarm motorists and will only be used to alert workers that the PCMS has malfunctioned. A pattern such as a series of horizontal solid bars is appropriate.

WORD OR PHRASE	ABBREVIATION	WORD OR PHRASE	ABBREVIATION
Access Road	ACCS RD	Major	MAJ
Alternate	ALT	Miles	MI
Avenue	AVE	Miles Per Hour	MPH
Best Route	BEST RTE	Minor	MNR
Boulevard	BLVD	Monday	MON
Bridge	BRDG	Normal	NORM
Cannot	CANT	North	N
Center	CTR	Nothbound	(route) N
Construction Ahead	CONST AHD	Parking	PKING
CROSSING	XING	Road	RD
Detour Route	DETOUR RTE	Right Lane	RT LN
Do Not	DONT	Saturday	SAT
East	E	Service Road	SERV RD
Eastbound	(route) E	Shoulder	SHLDR
Emergency	EMER	Slippery	SLIP
Emergency Vehicle	EMER VEH	South	S
Entrance, Enter	ENT	Southbound	(route) S
Express Lane	EXP LN	Speed	SPD
Expressway	EXPWY	Street	ST
XXXX Feet	XXXX FT	Sunday	SUN
Fog Ahead	FOG AHD	Telephone	PHONE
Freeway	FRWY, FWY	Temporary	TEMP
Freeway Blocked	FWY BLKD	Thursday	THURS
Friday	FRI	To Downtown	TO DWNTN
Hazardous Driving	HAZ DRIVING	Traffic	TRAF
Hazardous Material	HAZMAT	Travelers	TRVLRS
High-Occupancy	HOV	Tuesday	TUES
Vehicle Highway	HWY	Time Minutes	TIME MIN
Hour (s)	HR, HRS	Upper Level	UPR LEVEL
Information	INFO	Vehicles (s)	VEH, VEHS
It is	ITS	Warning	WARN
Junction	JCT	Wednesday	WED
Left	LFT	Weight Limit	WT LIMIT
Left Lane	LFT LN	West	W
Lane Closed	LN CLOSED	Westbound	(route) W
Lower Level	LWR LEVEL	Wet Pavement	WET PVMT
Maintenance	MAINT	Will Not	WONT

Roadway designation # IH-number, US-number, SH-number, FM-number

RECOMMENDED PHASES AND FORMATS FOR PCMS MESSAGES DURING ROADWORK ACTIVITIES

(The Engineer may approve other messages not specifically covered here.)

Phase 1: Condition Lists

Road/Lane/Ramp Closure List

FREEWAY CLOSED X MILE
ROAD CLOSED AT SH XXX
ROAD CLSD AT FM XXXX
RIGHT X LANES CLOSED
CENTER LANE CLOSED
VARIOUS LANES CLOSED
EXIT CLOSED
MALL DRIVEWAY CLOSED
XXXXXXXX BLVD CLOSED

Other Condition List

FRONTAGE ROAD CLOSED	ROADWORK XXX FT	ROAD REPAIRS XXXX FT
SHOULDER CLOSED XXX FT	FLAGGER XXXX FT	LANE NARROWS XXXX FT
RIGHT LN CLOSED XXX FT	RIGHT LN NARROWS XXXX FT	TWO-WAY TRAFFIC XX MILE
RIGHT X LANES OPEN	MERGING TRAFFIC XXXX FT	CONST TRAFFIC XXX FT
DAYTIME LANE CLOSURES	LOOSE GRAVEL XXXX FT	UNEVEN LANES XXXX FT
I-XX SOUTH EXIT CLOSED	DETOUR X MILE	ROUGH ROAD XXXX FT
EXIT XXX CLOSED X MILE	ROADWORK PAST SH XXXX	ROADWORK NEXT FRI-SUN
RIGHT LN TO BE CLOSED	BUMP XXXX FT	US XXX EXIT X MILES
X LANES CLOSED TUE - FRI	TRAFFIC SIGNAL XXXX FT	LANES SHIFT

\* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

APPLICATION GUIDELINES

- Only 1 or 2 phases are to be used on a PCMS.
- The 1st phase (or both) should be selected from the "Road/Lane/Ramp Closure List" and the "Other Condition List".
- A 2nd phase can be selected from the "Action to Take/Effect on Travel, Location, General Warning, or Advance Notice Phase Lists".
- A Location Phase is necessary only if a distance or location is not included in the first phase selected.
- If two PCMS are used in sequence, they must be separated by a minimum of 1000 ft. Each PCMS shall be limited to two phases, and should be understandable by themselves.
- For advance notice, when the current date is within seven days of the actual work date, calendar days should be replaced with days of the week. Advance notification should typically be for no more than one week prior to the work.

PCMS SIGNS WITHIN THE R.O.W. SHALL BE BEHIND GUARDRAIL OR CONCRETE BARRIER OR SHALL HAVE A MINIMUM OF FOUR (4) PLASTIC DRUMS PLACED PERPENDICULAR TO TRAFFIC ON THE UPSTREAM SIDE OF THE PCMS, WHEN EXPOSED TO ONE DIRECTION OF TRAFFIC. WHEN EXPOSED TO TWO WAY TRAFFIC, THE FOUR DRUMS SHOULD BE PLACED WITH ONE DRUM AT EACH OF THE FOUR CORNERS OF THE UNIT.

FULL MATRIX PCMS SIGNS

- When Full Matrix PCMS signs are used, the character height and legibility/visibility requirements shall be maintained as listed in Note 15 under "PORTABLE CHANGEABLE MESSAGE SIGNS" above.
- When symbol signs, such as the "Flagger Symbol"(CW20-7) are represented graphically on the Full Matrix PCMS sign and, with the approval of the Engineer, it shall maintain the legibility/visibility requirement listed above.
- When symbol signs are represented graphically on the Full Matrix PCMS, they shall only supplement the use of the static sign represented, and shall not substitute for, or replace that sign.
- A full matrix PCMS may be used to simulate a flashing arrow board provided it meets the visibility, flash rate and dimming requirements on BC(7), for the same size arrow.

Phase 2: Possible Component Lists

Action to Take/Effect on Travel List

MERGE RIGHT	FORM X LINES RIGHT
DETOUR NEXT X EXITS	USE XXXXX RD EXIT
USE EXIT XXX	USE EXIT I-XX NORTH
STAY ON US XXX SOUTH	USE I-XX E TO I-XX N
TRUCKS USE US XXX N	WATCH FOR TRUCKS
WATCH FOR TRUCKS	EXPECT DELAYS
EXPECT DELAYS	PREPARE TO STOP
REDUCE SPEED XXX FT	END SHOULDER USE
USE OTHER ROUTES	WATCH FOR WORKERS
STAY IN LANE	

Location List

AT FM XXXX
BEFORE RAILROAD CROSSING
NEXT X MILES
PAST US XXX EXIT
XXXXXXX TO XXXXXXX
US XXX TO FM XXXX

Warning List

SPEED LIMIT XX MPH
MAXIMUM SPEED XX MPH
MINIMUM SPEED XX MPH
ADVISORY SPEED XX MPH
RIGHT LANE EXIT
USE CAUTION
DRIVE SAFELY
DRIVE WITH CARE

\*\* Advance Notice List

TUE-FRI XX AM- X PM
APR XX- XX X PM-X AM
BEGINS MONDAY
BEGINS MAY XX
MAY X-X XX PM - XX AM
NEXT FRI-SUN
XX AM TO XX PM
NEXT TUE AUG XX
TONIGHT XX PM- XX AM

\*\* See Application Guidelines Note 6.

WORDING ALTERNATIVES

- The words RIGHT, LEFT and ALL can be interchanged as appropriate.
- Roadway designations IH, US, SH, FM and LP can be interchanged as appropriate.
- EAST, WEST, NORTH and SOUTH (or abbreviations E, W, N and S) can be interchanged as appropriate.
- Highway names and numbers replaced as appropriate.
- ROAD, HIGHWAY and FREEWAY can be interchanged as needed.
- AHEAD may be used instead of distances if necessary.
- FT and MI, MILE and MILES interchanged as appropriate.
- AT, BEFORE and PAST interchanged as needed.
- Distances or AHEAD can be eliminated from the message if a location phase is used.

SHEET 6 OF 12



Texas Department of Transportation

Traffic Operations Division Standard

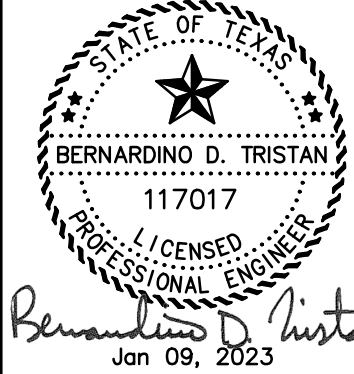
BARRICADE AND CONSTRUCTION PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)

BC(6)-14

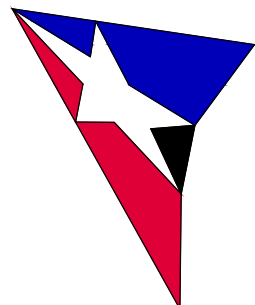
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FS PROJECT # 21200.000  
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SCALE: N.T.S.  
DRAWN BY: J.L.H.  
CHECK BY: B.T.  
FS DRAWING NAME: 21200.000\_CE\_Traffic Control DETAILS

TRAFFIC CONTROL DETAILS

C14.6

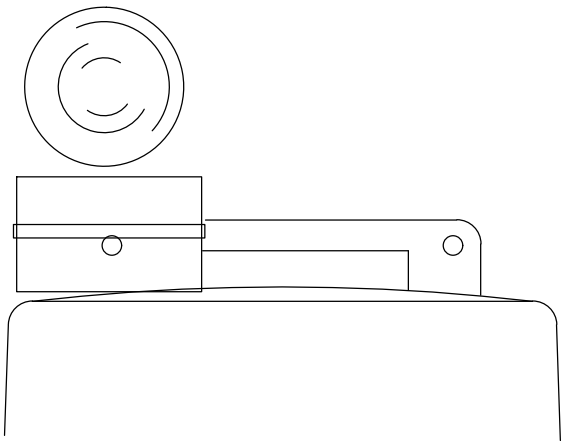
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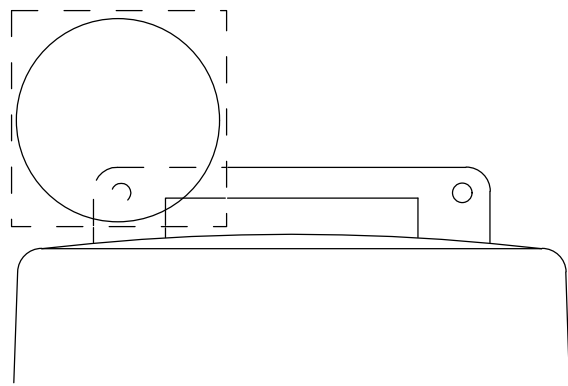
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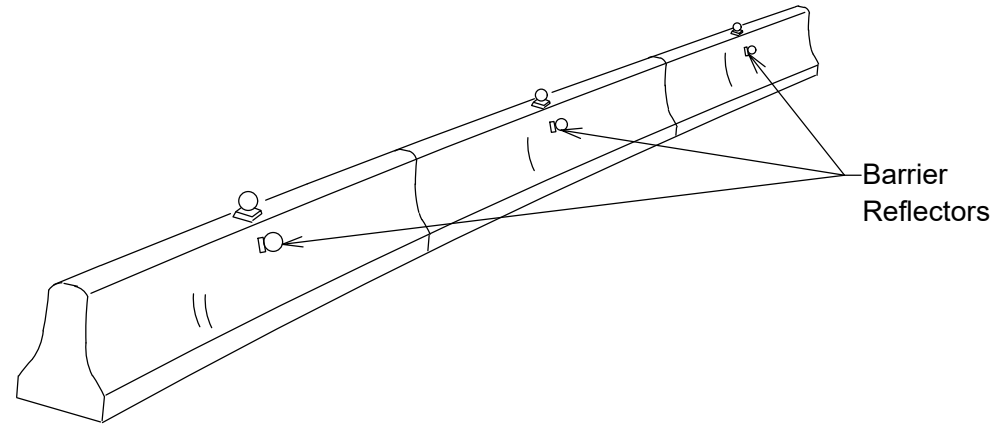


Type C Warning Light or approved substitute mounted on a drum adjacent to the travel way.



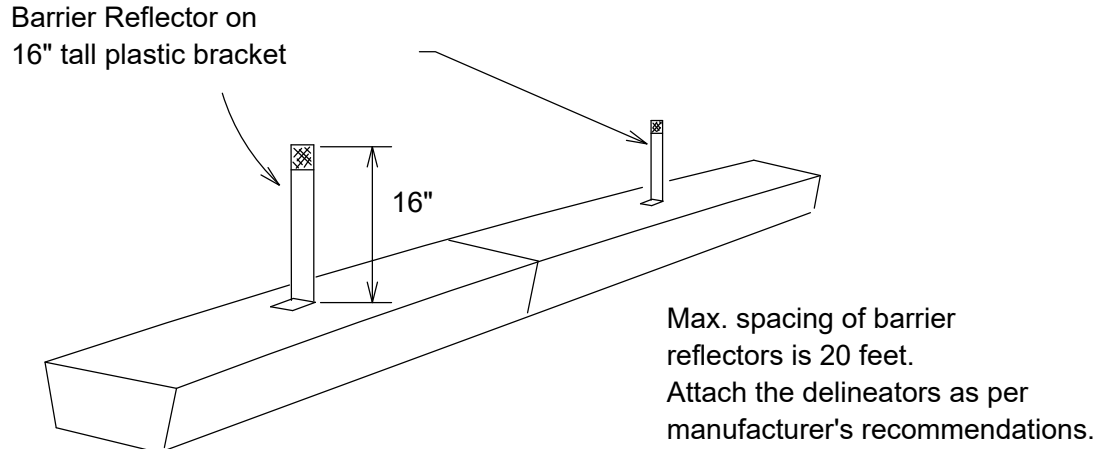
Warning reflector may be round or square. Must have a yellow reflective surface area of at least 30 square inches.

- Barrier Reflectors shall be pre-qualified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Barrier Reflectors can be found at the Material Producer List web address shown on BC(1).
- Color of Barrier Reflectors shall be as specified in the TMUTCD. The cost of the reflectors shall be considered subsidiary to Item 512.

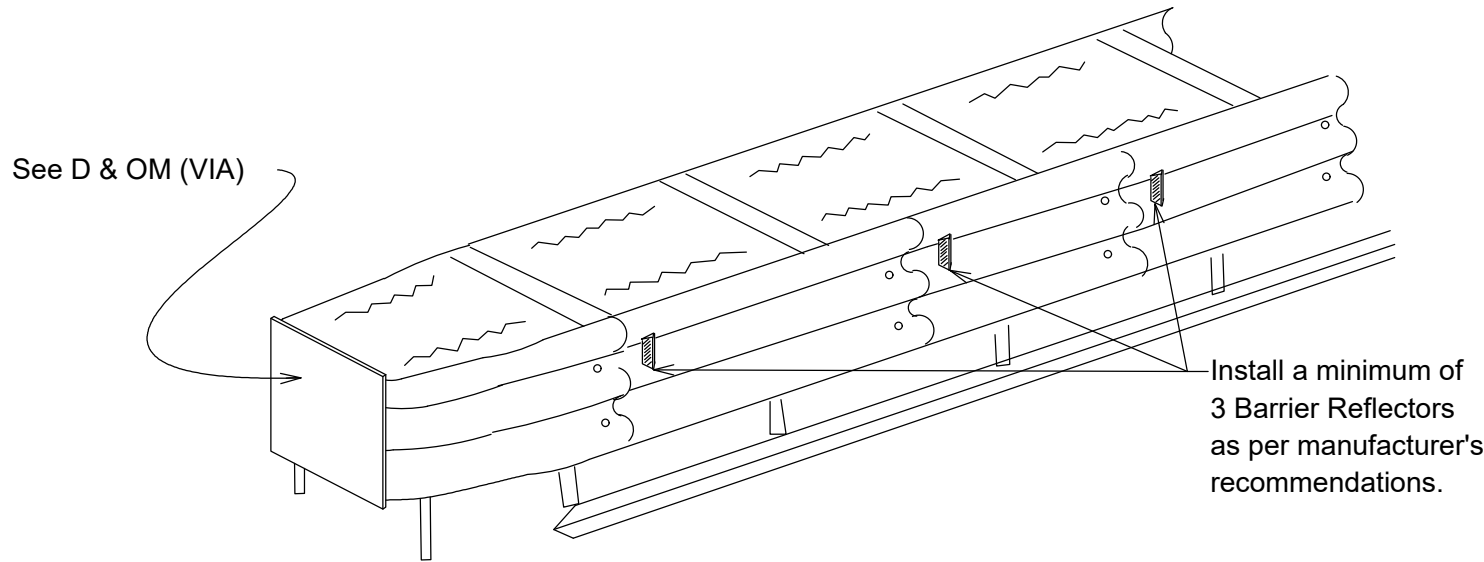


CONCRETE TRAFFIC BARRIER (CTB)

- Where traffic is on one side of the CTB, two (2) Barrier Reflectors shall be mounted in approximately the midsection of each section of CTB. An alternate mounting location is uniformly spaced at one end of each CTB. This will allow for attachment of a barrier grapple without damaging the reflector. The Barrier Reflector mounted on the side of the CTB shall be located directly below the reflector mounted on top of the barrier, as shown in the detail above.
- Where CTB separates two-way traffic, three barrier reflectors shall be mounted on each section of CTB. The reflector unit on top shall have two yellow reflective faces (Bi-Directional) while the reflectors on each side of the barrier shall have one yellow reflective face, as shown in the detail above.
- When CTB separates traffic traveling in the same direction, no barrier reflectors will be required on top of the CTB.
- Barrier Reflector units shall be yellow or white in color to match the edgeline being supplemented.
- Maximum spacing of Barrier Reflectors is forty (40) feet.
- Pavement markers or temporary flexible-reflective roadway marker tabs shall NOT be used as CTB delineation.
- Attachment of Barrier Reflectors to CTB shall be per manufacturer's recommendations.
- Missing or damaged Barrier Reflectors shall be replaced as directed by the Engineer.
- Single slope barriers shall be delineated as shown on the above detail.



LOW PROFILE CONCRETE BARRIER (LPCB)



DELINEATION OF END TREATMENTS

#### END TREATMENTS FOR CTB'S USED IN WORK ZONES

End treatments used on CTB's in work zones shall meet crashworthy standards as defined in the National Cooperative Highway Research Report 350. Refer to the CWZTCD List for approved end treatments and manufacturers.

#### WARNING LIGHTS

- Warning lights shall meet the requirements of the TMUTCD.
- Warning lights shall NOT be installed on barricades.
- Type A-Low Intensity Flashing Warning Lights are commonly used with drums. They are intended to warn of or mark a potentially hazardous area. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "FL". The Type A Warning Lights shall not be used with signs manufactured with Type B<sub>2</sub> or C<sub>2</sub> sheeting meeting the requirements of Departmental Material Specification DMS-8300.
- Type-C and Type D 360 degree Steady Burn Lights are intended to be used in a series for delineation to supplement other traffic control devices. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "SB".
- The Engineer/Inspector or the plans shall specify the location and type of warning lights to be installed on the traffic control devices.
- When required by the Engineer, the Contractor shall furnish a copy of the warning lights certification. The warning light manufacturer will certify the warning lights meet the requirements of the latest ITE Purchase Specifications for Flashing and Steady-Burn Warning Lights.
- When used to delineate curves, Type-C and Type D Steady Burn Lights should only be placed on the outside of the curve, not the inside.
- The location of warning lights and warning reflectors on drums shall be as shown elsewhere in the plans.

#### WARNING LIGHTS MOUNTED ON PLASTIC DRUMS

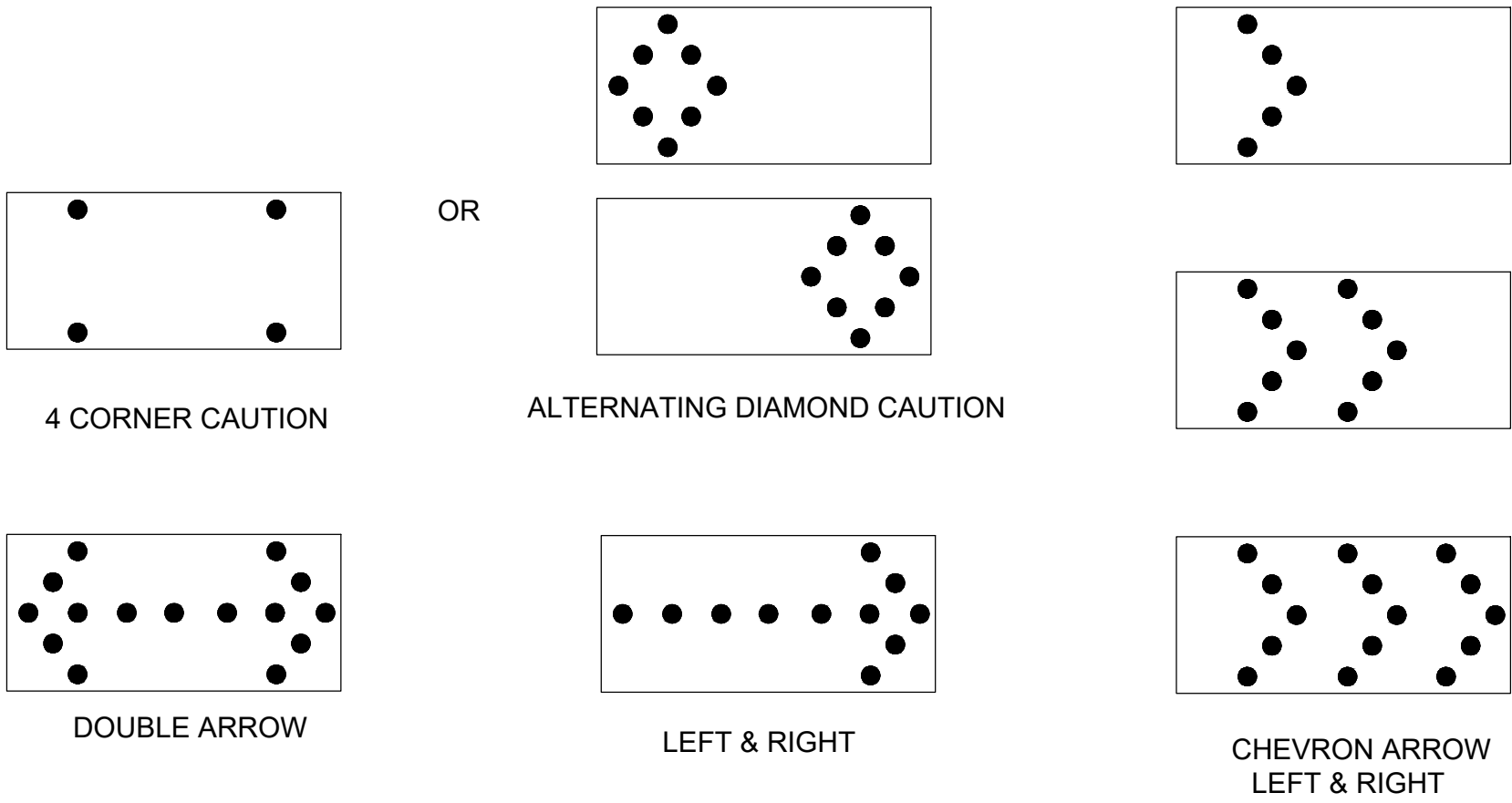
- Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
- Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
- A series of sequential flashing warning lights placed on channelizing devices to form a merging taper may be used for delineation. If used, the successive flashing of the sequential warning lights should occur from the beginning of the taper to the end of the merging taper in order to identify the desired vehicle path. The rate of flashing for each light shall be 65 flashes per minute, plus or minus 10 flashes.
- Type C and D steady-burn warning lights are intended to be used in a series to delineate the edge of the travel lane on detours, on lane changes, on lane closures, and on other similar conditions.
- Type A, Type C and Type D warning lights shall be installed at locations as detailed on other sheets in the plans.
- Warning lights shall not be installed on a drum that has a sign, chevron or vertical panel.
- The maximum spacing for warning lights on drums should be identical to the channelizing device spacing.

#### WARNING REFLECTORS MOUNTED ON PLASTIC DRUMS AS A SUBSTITUTE FOR TYPE C (STEADY BURN) WARNING LIGHTS

- A warning reflector or approved substitute may be mounted on a plastic drum as a substitute for a Type C, steady burn warning light at the discretion of the Contractor unless otherwise noted in the plans.
- The warning reflector shall be yellow in color and shall be manufactured using a sign substrate approved for use with plastic drums listed on the CWZTCD.
- The warning reflector shall have a minimum retroreflective surface area (one-side) of 30 square inches.
- Round reflectors shall be fully reflectorized, including the area where attached to the drum.
- Square substrates must have a minimum of 30 square inches of reflectorized sheeting. They do not have to be reflectorized where it attaches to the drum.
- The side of the warning reflector facing approaching traffic shall have sheeting meeting the color and retroreflectivity requirements for DMS 8300-Type B or Type C.
- When used near two-way traffic, both sides of the warning reflector shall be reflectorized.
- The warning reflector should be mounted on the side of the handle nearest approaching traffic.
- The maximum spacing for warning reflectors should be identical to the channelizing device spacing requirements.

Arrow Boards may be located behind channelizing devices in place for a shoulder taper or merging taper, otherwise they shall be delineated with four (4) channelizing devices placed perpendicular to traffic on the upstream side of traffic.

- The Flashing Arrow Board should be used for all lane closures on multi-lane roadways, or slow moving maintenance or construction activities on the travel lanes.
- Flashing Arrow Boards should not be used on two-lane, two-way roadways, detours, diversions or work on shoulders unless the "CAUTION" display (see detail below) is used.
- The Engineer/Inspector shall choose all appropriate signs, barricades and/or other traffic control devices that should be used in conjunction with the Flashing Arrow Board.
- The Flashing Arrow Board should be able to display the following symbols:



- The "CAUTION" display consists of four corner lamps flashing simultaneously, or the Alternating Diamond Caution mode as shown.
- The straight line caution display is NOT ALLOWED.
- The Flashing Arrow Board shall be capable of minimum 50 percent dimming from rated lamp voltage. The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute.
- Minimum lamp "on time" shall be approximately 50 percent for the flashing arrow and equal intervals of 25 percent for each sequential phase of the flashing chevron.
- The sequential arrow display is NOT ALLOWED.
- The flashing arrow display is the TxDOT standard; however, the sequential Chevron display may be used during daylight operations.
- The Flashing Arrow Board shall be mounted on a vehicle, trailer or other suitable support.
- A Flashing Arrow Board SHALL NOT BE USED to laterally shift traffic.
- A full matrix PCMS may be used to simulate a Flashing Arrow Board provided it meets visibility, flash rate and dimming requirements on this sheet for the same size arrow.
- Minimum mounting height of trailer mounted Arrow Boards should be 7 feet from roadway to bottom of panel.

REQUIREMENTS			
TYPE	MINIMUM SIZE	MINIMUM NUMBER OF PANEL LAMPS	MINIMUM VISIBILITY DISTANCE
B	30 x 60	13	3/4 mile
C	48 x 96	15	1 mile

ATTENTION
Flashing Arrow Boards shall be equipped with automatic dimming devices.

WHEN NOT IN USE, REMOVE THE ARROW BOARD FROM THE RIGHT-OF-WAY OR PLACE THE ARROW BOARD BEHIND CONCRETE TRAFFIC BARRIER OR GUARDRAIL.

## FLASHING ARROW BOARDS

SHEET 7 OF 12

#### TRUCK-MOUNTED ATTENUATORS

- Truck-mounted attenuators (TMA) used on TxDOT facilities must meet the requirements outlined in the National Cooperative Highway Research Report No. 350 (NCHRP 350) or the Manual for Assessing Safety Hardware (MASH).
- Refer to the CWZTCD for the requirements of Level 2 or Level 3 TMAs.
- Refer to the CWZTCD for a list of approved TMAs.
- TMAs are required on freeways unless otherwise noted in the plans.
- A TMA should be used anytime that it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the work performance.
- The only reason a TMA should not be required is when a work area is spread down the roadway and the work crew is an extended distance from the TMA.



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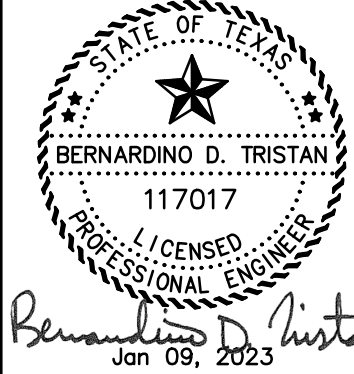
Traffic Operations Division Standard

## BARRICADE AND CONSTRUCTION ARROW PANEL, REFLECTORS, WARNING LIGHTS & ATTENUATOR

BC(7)-14

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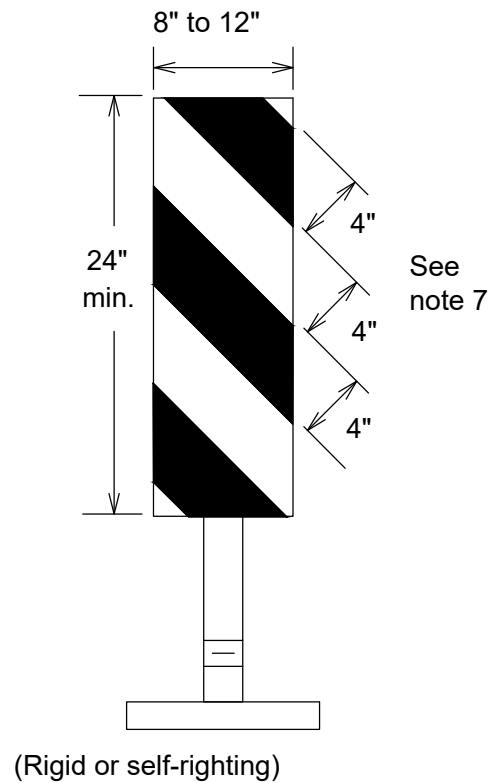
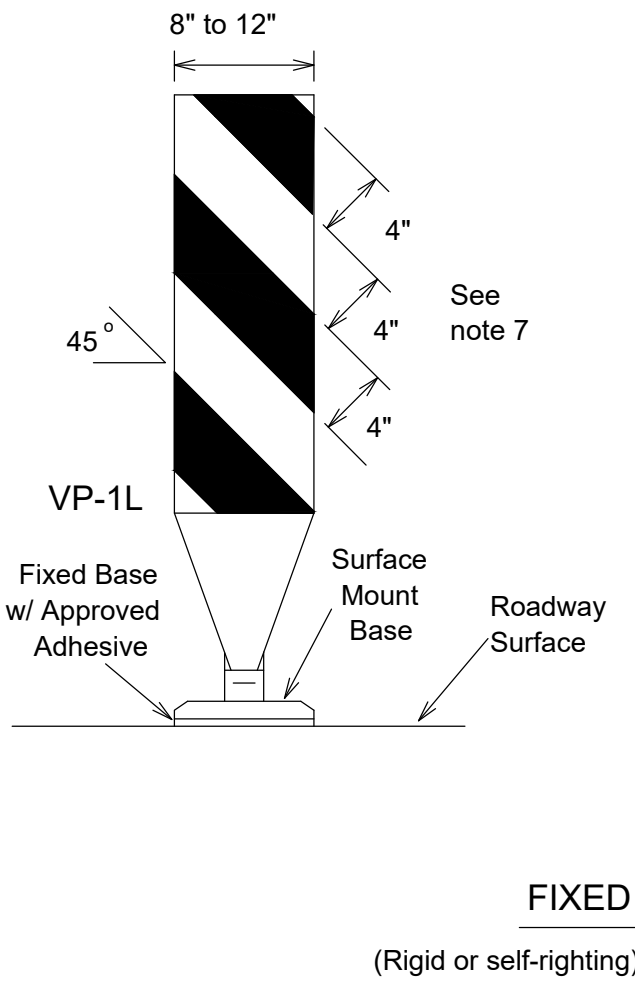
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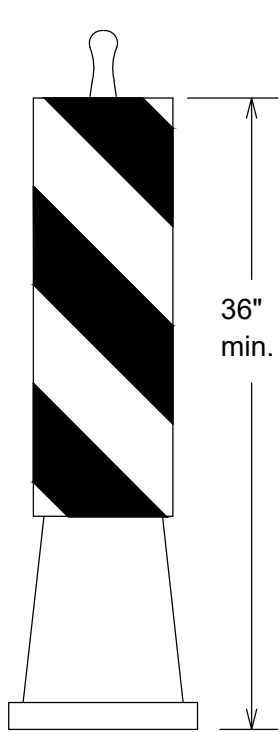
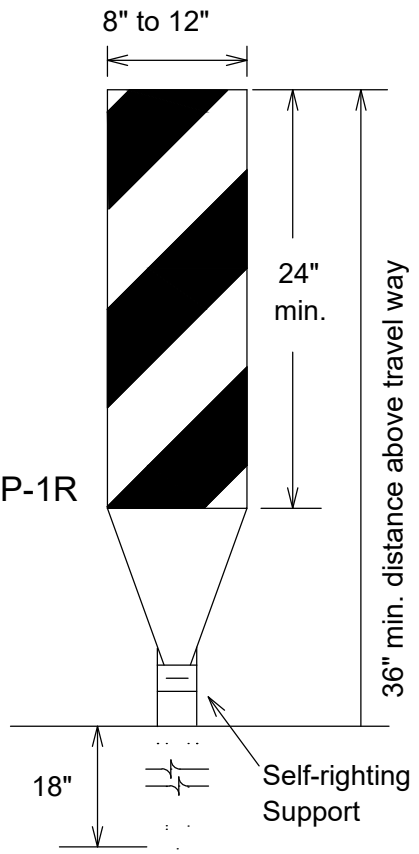


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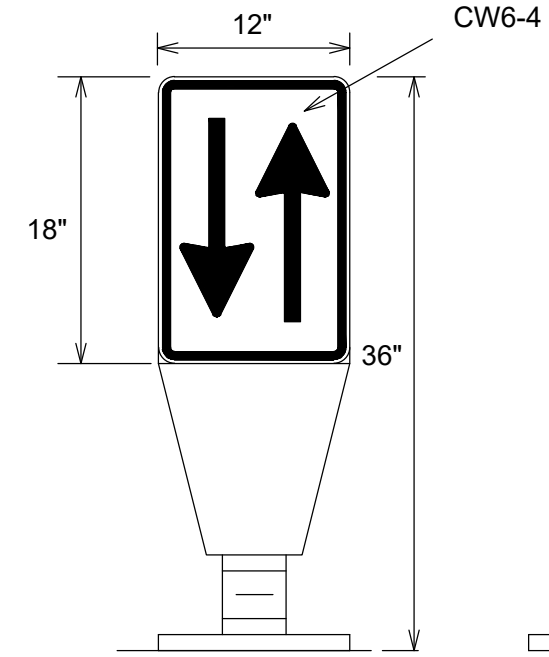
**FIXED**  
(Rigid or self-righting)

**PORTABLE**



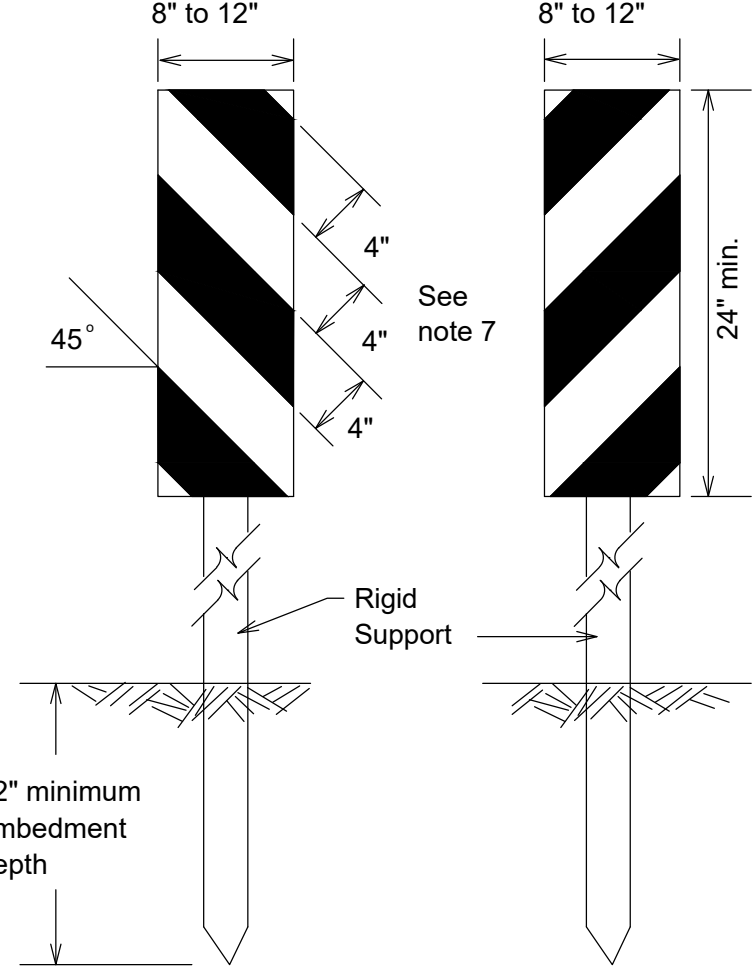
### VERTICAL PANELS (VPs)

- Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
- VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is required. The Engineer/Inspector shall refer to the Roadway Design Manual Appendix B "Treatment of Pavement Drop-offs in Work Zones" for additional guidelines on the use of VP's for drop-offs.
- VP's should be mounted back to back if used at the edge of cuts adjacent to two-way two lane roadways. Stripes are to be reflective orange and reflective white and should always slope downward toward the travel lane.
- VP's used on expressways and freeways or other high speed roadways, may have more than 270 square inches of retroreflective area facing traffic.
- Self-righting supports are available with portable base. See "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
- Sheeting for the VP's shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless noted otherwise.
- Where the height of reflective material on the vertical panel is 36 inches or greater, a panel stripe of 6 inches shall be used.

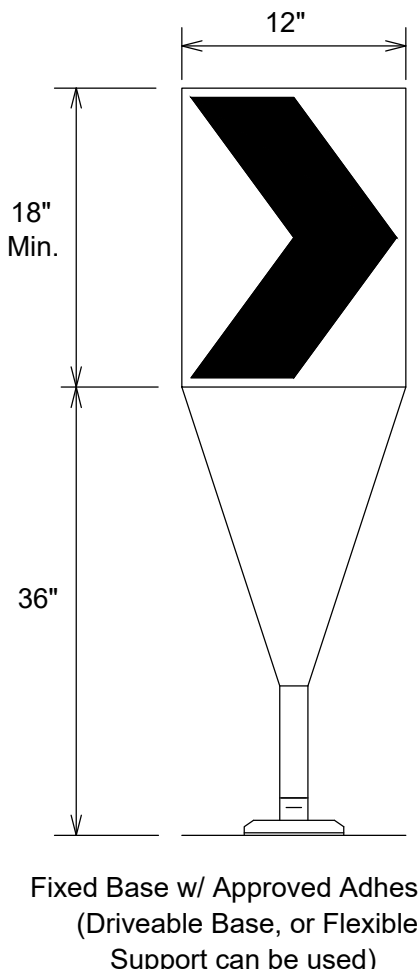


### OPPOSING TRAFFIC LANE DIVIDERS (OTLD)

- Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to convert a normal one-way roadway section to two-way operation. OTLD's are used on temporary centerlines. The upward and downward arrows on the sign's face indicate the direction of traffic on either side of the divider. The base is secured to the pavement with an adhesive or rubber weight to minimize movement caused by a vehicle impact or wind gust.
- The OTLD may be used in combination with 42" cones or VPs.
- Spacing between the OTLD shall not exceed 500 feet. 42" cones or VPs placed between the OTLD's should not exceed 100 foot spacing.
- The OTLD shall be orange with a black non-reflective legend. Sheeting for the OTLD shall be retroreflective Type B<sub>FL</sub> or Type C<sub>FL</sub> conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.



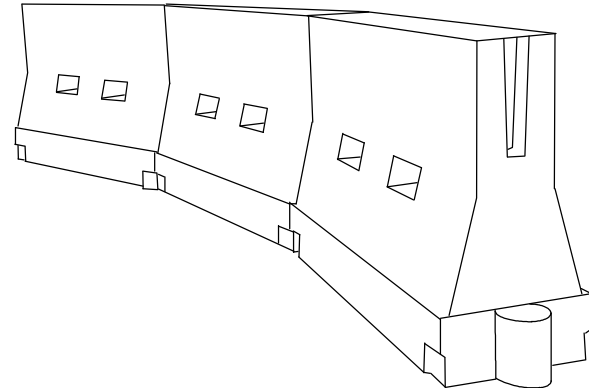
**DRIVEABLE**



**FIXED BASE w/ APPROVED ADHESIVE**  
(DRIVEABLE BASE, OR FLEXIBLE SUPPORT CAN BE USED)

- The chevron shall be a vertical rectangle with a minimum size of 12 by 18 inches.
- Chevrons are intended to give notice of a sharp change of alignment with the direction of travel and provide additional emphasis and guidance for vehicle operators with regard to changes in horizontal alignment of the roadway.
- Chevrons, when used, shall be erected on the outside of a sharp curve or turn, or on the far side of an intersection. They shall be in line with and at right angles to approaching traffic. Spacing should be such that the motorist always has three in view, until the change in alignment eliminates its need.
- To be effective, the chevron should be visible for at least 500 feet.
- Chevrons shall be orange with a black nonreflective legend. Sheeting for the chevron shall be retroreflective Type B<sub>FL</sub> or Type C<sub>FL</sub> conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.
- For Long Term Stationary use on tapers or transitions on freeways and divided highways self-righting chevrons may be used to supplement plastic drums but not to replace plastic drums.

### CHEVRONS



### LONGITUDINAL CHANNELIZING DEVICES (LCD)

- LCDs are crashworthy, lightweight, deformable devices that are highly visible, have good target value and can be connected together. They are not designed to contain or redirect a vehicle on impact.
- LCDs may be used instead of a line of cones or drums.
- LCDs shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
- LCDs should not be used to provide positive protection for obstacles, pedestrians or workers.
- LCDs shall be supplemented with retroreflective delineation as required for temporary barriers on BC(7) when placed roughly parallel to the travel lanes.
- LCDs used as barricades placed perpendicular to traffic should have at least one row of reflective sheeting meeting the requirements for barricade rails as shown on BC(10) placed near the top of the LCD along the full length of the device.

### WATER BALLASTED SYSTEMS USED AS BARRIERS

- Water ballasted systems used as barriers shall not be used solely to channelize road users, but also to protect the work space per the appropriate NCHRP 350 crashworthiness requirements based on roadway speed and barrier application.
- Water ballasted systems used to channelize vehicular traffic shall be supplemented with retroreflective delineation or channelizing devices to improve daytime/nighttime visibility. They may also be supplemented with pavement markings.
- Water ballasted systems used as barriers shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
- Water ballasted systems used as barriers should not be used for a merging taper except in low speed (less than 45 MPH) urban areas. When used on a taper in a low speed urban area, the taper shall be delineated and the taper length should be designed to optimize road user operations considering the available geometric conditions.
- When water ballasted systems used as barriers have blunt ends exposed to traffic, they should be attenuated as per manufacturer recommendations or flared to a point outside the clear zone.

If used to channelize pedestrians, longitudinal channelizing devices or water ballasted systems must have a continuous detectable bottom for users of long canes and the top of the unit shall not be less than 32 inches in height.

### HOLLOW OR WATER BALLASTED SYSTEMS USED AS LONGITUDINAL CHANNELIZING DEVICES OR BARRIERS

### GENERAL NOTES

- Work Zone channelizing devices illustrated on this sheet may be installed in close proximity to traffic and are suitable for use on high or low speed roadways. The Engineer/Inspector shall ensure that spacing and placement is uniform and in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
- Channelizing devices shown on this sheet may have a driveable, fixed or portable base. The requirement for self-righting channelizing devices must be specified in the General Notes or other plan sheets.
- Channelizing devices on self-righting supports should be used in work zone areas where channelizing devices are frequently impacted by errant vehicles or vehicle related wind gusts making alignment of the channelizing devices difficult to maintain. Locations of these devices shall be detailed elsewhere in the plans. These devices shall conform to the TMUTCD and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
- The Contractor shall maintain devices in a clean condition and replace damaged, nonreflective, faded, or broken devices and bases as required by the Engineer/Inspector. The Contractor shall be required to maintain proper device spacing and alignment.
- Portable bases shall be fabricated from virgin and/or recycled rubber. The portable bases shall weigh a minimum of 30 lbs.
- Pavement surfaces shall be prepared in a manner that ensures proper bonding between the adhesives, the fixed mount bases and the pavement surface. Adhesives shall be prepared and applied according to the manufacturer's recommendations.
- The installation and removal of channelizing devices shall not cause detrimental effects to the final pavement surfaces, including pavement surface discoloration or surface integrity. Driveable bases shall not be permitted on final pavement surfaces. The Engineer/Inspector shall approve all application and removal procedures of fixed bases.

Posted Speed *	Formula	Minimum Desirable Taper Lengths * *			Suggested Maximum Spacing of Channelizing Devices	
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60'
35		205'	225'	245'	35'	70'
40		265'	295'	320'	40'	80'
45		450'	495'	540'	45'	90'
50		500'	550'	600'	50'	100'
55	L=WS	550'	605'	660'	55'	110'
60		600'	660'	720'	60'	120'
65		650'	715'	780'	65'	130'
70		700'	770'	840'	70'	140'
75		750'	825'	900'	75'	150'
80		800'	880'	960'	80'	160'

\* \* Taper lengths have been rounded off.  
L=Length of Taper (FT.) W=Width of Offset (FT.)  
S=Posted Speed (MPH)

### SUGGESTED MAXIMUM SPACING OF CHANNELIZING DEVICES AND MINIMUM DESIRABLE TAPER LENGTHS

SHEET 9 OF 12



**Texas Department of Transportation**

**Traffic Operations Division Standard**

### BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

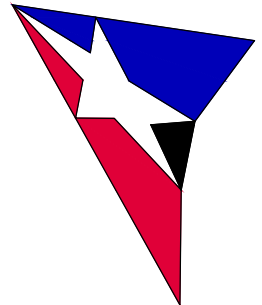
### BC(9)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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103				

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**JACK BROOKS REGIONAL AIRPORT**



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SCALE: N.T.S.  
DRAWN BY: J.L.H.  
CHECK BY: B.T.  
FS DRAWING NAME: 21200.000\_CE\_TxDOT TRAFFIC CONTROL DETAILS

**TRAFFIC CONTROL DETAILS**

**C14.9**

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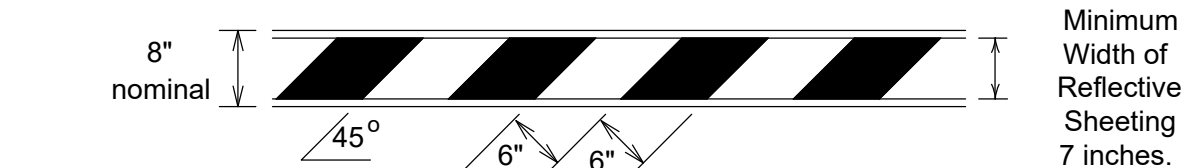
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G:\PROJECTS\21200 - JBRA LS Pavement Repairs\Civil Drawings\_Current\21200.000\_CE\_Traffic Control DETAILS.dwg Jan 09, 2023 04:41pm

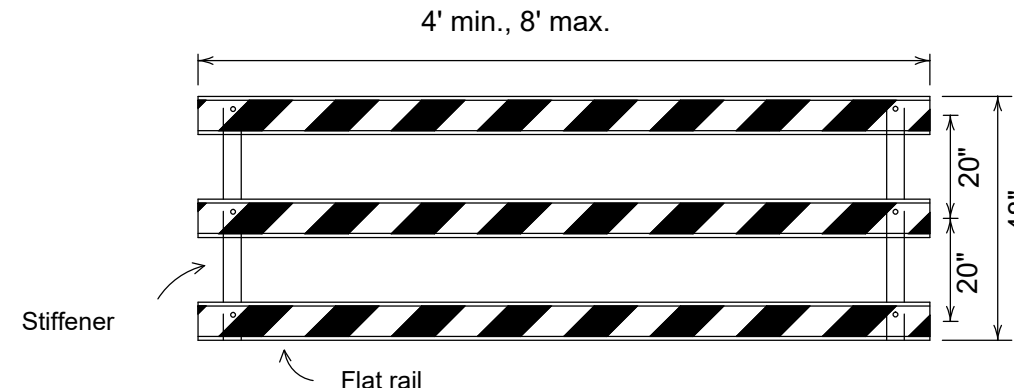
TYPE 3 BARRICADES

1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZTCD) for details of the Type 3 Barricades and a list of all materials used in the construction of Type 3 Barricades.
2. Type 3 Barricades shall be used at each end of construction projects closed to all traffic.
3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road striping should slope downward in both directions toward the center of roadway.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos used for identification shall be 1".
6. Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stacked in a manner that covers any portion of a barricade rails reflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
9. Sheeting for barricades shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

Barricades shall NOT be used as a sign support.

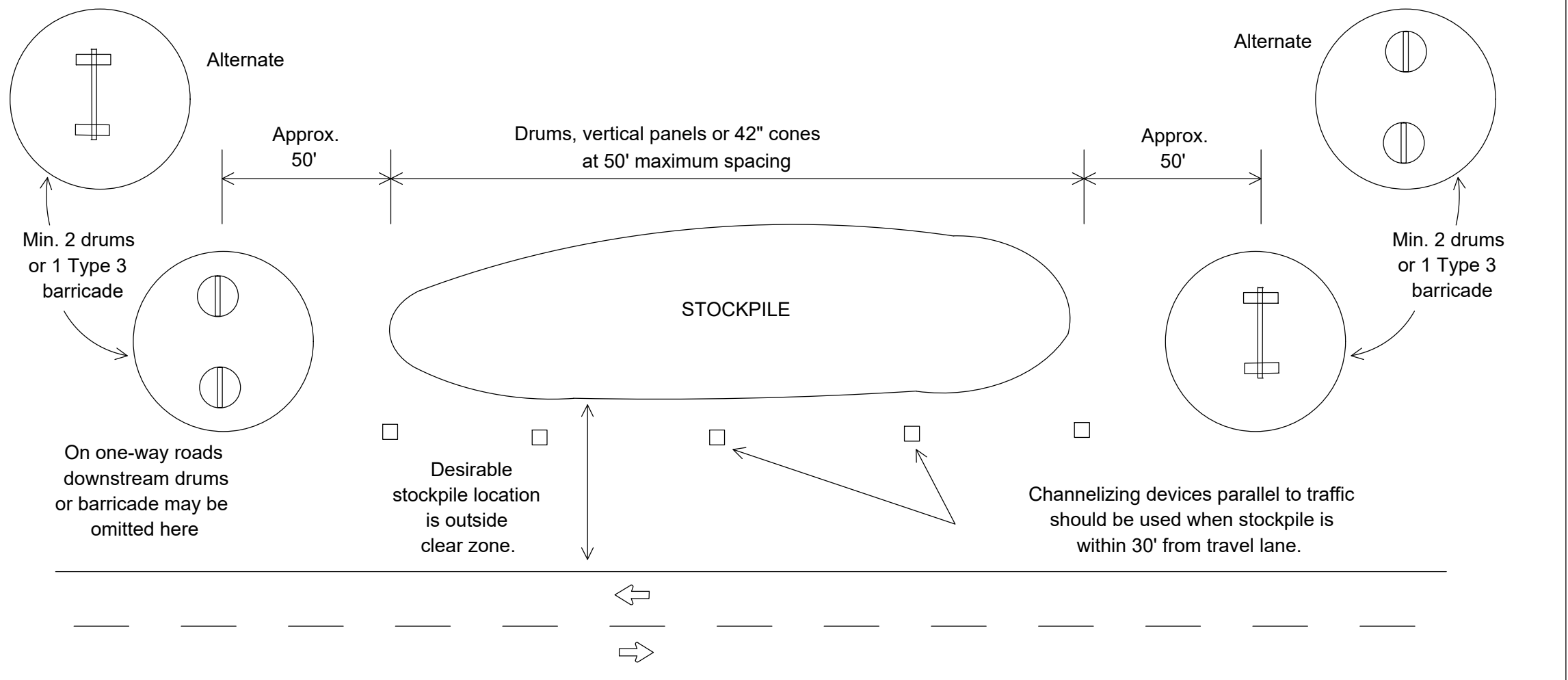


TYPICAL STRIPING DETAIL FOR BARRICADE RAIL



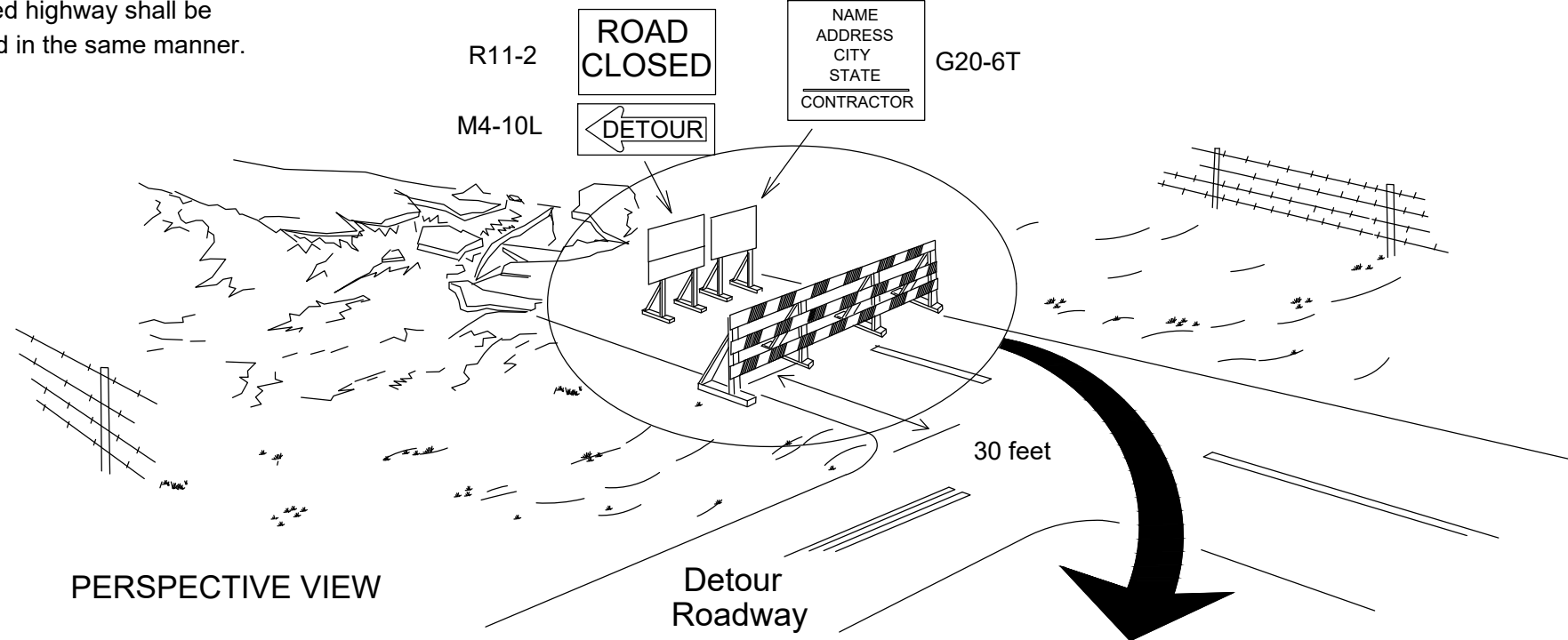
Stiffener may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES



TRAFFIC CONTROL FOR MATERIAL STOCKPILES

Each roadway of a divided highway shall be barricaded in the same manner.

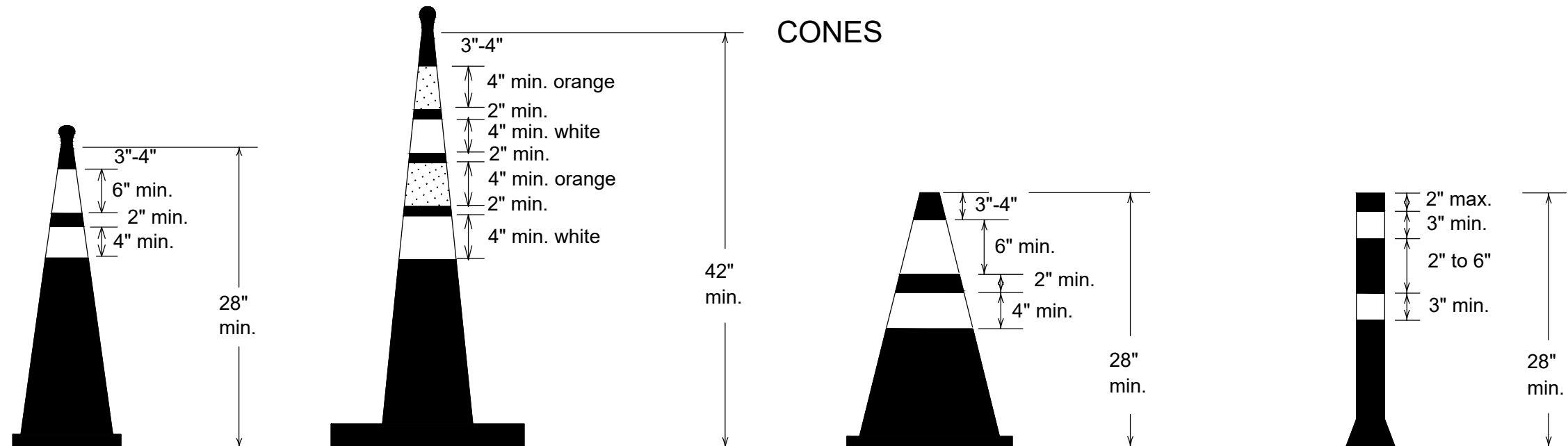


PERSPECTIVE VIEW

The three rails on Type 3 barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic. Barricade striping should slant downward in the direction of detour.

1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION



Two-Piece cones

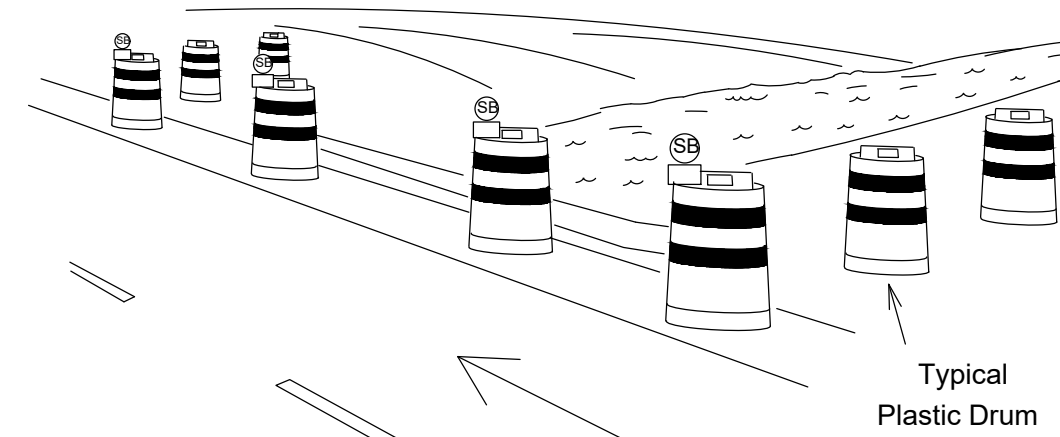
One-Piece cones

Tubular Marker

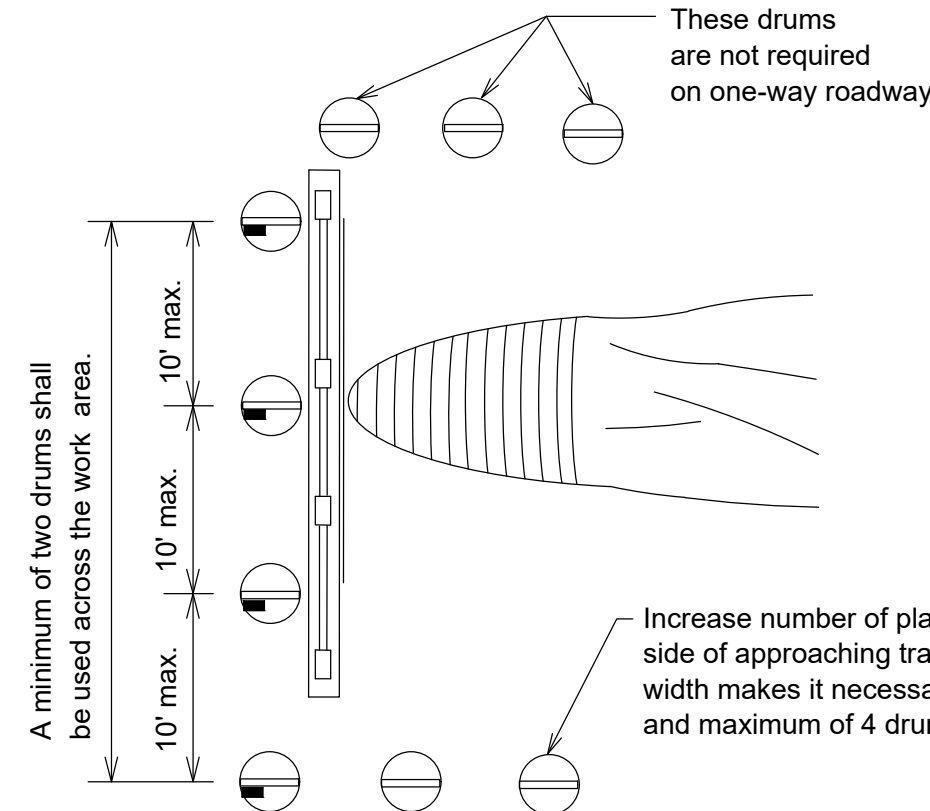
28" Cones shall have a minimum weight of 9 1/2 lbs.

42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

1. Traffic cones and tubular markers shall be predominantly orange, and meet the height and weight requirements shown above.
2. One-piece cones have the body and base of the cone molded in one consolidated unit. Two-piece cones have a cone shaped body and a separate rubber base, or ballast, that is added to keep the device upright and in place.
3. Two-piece cones may have a handle or loop extending up to 8" above the minimum height shown, in order to aid in retrieving the device.
4. Cones or tubular markers used at night shall have white or white and orange reflective bands as shown above. The reflective bands shall have a smooth, sealed outer surface and meet the requirements of Departmental Material Specification DMS-8300 Type A.
5. 28" cones and tubular markers are generally suitable for short duration and short-term stationary work as defined on BC(4). These should not be used for intermediate-term or long-term stationary work unless personnel is on-site to maintain them in their proper upright position.
6. 42" two-piece cones, vertical panels or drums are suitable for all work zone durations.
7. Cones or tubular markers used on each project should be of the same size and shape.



PERSPECTIVE VIEW



PLAN VIEW

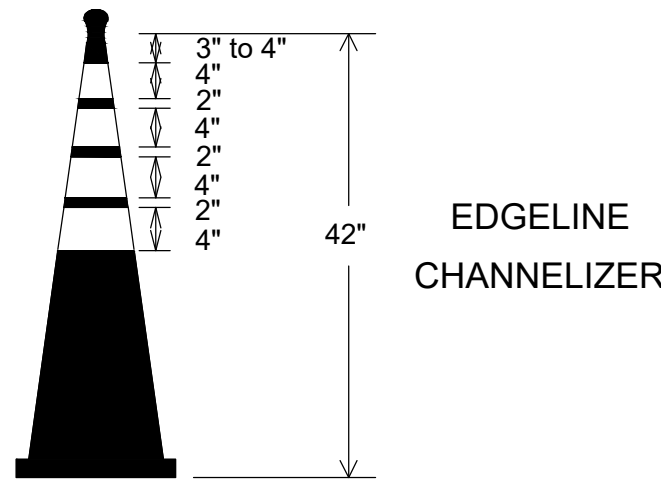
CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS

1. Where positive redirectional capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder width is greater than 12 feet, steady-burn lights may be omitted if drums are used.
5. Drums must extend the length of the culvert widening.

LEGEND

	Plastic drum
	Plastic drum with steady burn light or yellow warning reflector
	Steady burn warning light or yellow warning reflector

THIS DEVICE SHALL NOT BE USED ON PROJECTS LET AFTER MARCH 2014.



EDGE LINE CHANNELIZER

1. This device is intended only for use in place of a vertical panel to channelize traffic by indicating the edge of the travel lane. It is not intended to be used in transitions or tapers.
2. This device shall not be used to separate lanes of traffic (opposing or otherwise) or warn of objects.
3. This device is based on a 42 inch, two-piece cone with an alternate striping pattern: four 4 inch retroreflective bands, with an approximate 2 inch gap between bands. The color of the band should correspond to the color of the edgeline (yellow for left edgeline, white for right edgeline) for which the device is substituted or for which it supplements. The reflectorized bands shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
4. The base must weigh a minimum of 30 lbs.

SHEET 10 OF 12



Texas Department of Transportation

Traffic Operations Division Standard

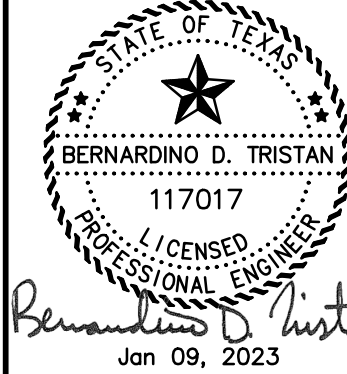
BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(10)-14

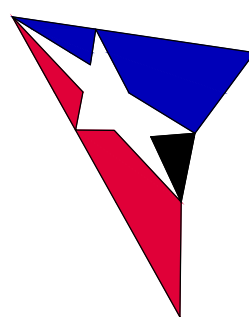
FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS	DIST	COUNTY	SHEET NO.	
9-07 8-14 7-13				
104				

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JACK BROOKS REGIONAL AIRPORT



FS PROJECT # 21200.000

DATE: Jan 09, 2023  
SCALE: N.T.S.  
DRAWN BY: J.L.H.  
CHECK BY: B.T.

FS DRAWING NAME: 21200.000\_CE\_Traffic Control DETAILS

TRAFFIC CONTROL DETAILS

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DATE:  
FILE:

## WORK ZONE PAVEMENT MARKINGS

### GENERAL

1. The Contractor shall be responsible for maintaining work zone and existing pavement markings, in accordance with the standard specifications and special provisions, on all roadways open to traffic within the CSJ limits unless otherwise stated in the plans.
2. Color, patterns and dimensions shall be in conformance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
3. Additional supplemental pavement marking details may be found in the plans or specifications.
4. Pavement markings shall be installed in accordance with the TMUTCD and as shown on the plans.
5. When short term markings are required on the plans, short term markings shall conform with the TMUTCD, the plans and details as shown on the Standard Plan Sheet WZ(STPM).
6. When standard pavement markings are not in place and the roadway is opened to traffic, DO NOT PASS signs shall be erected to mark the beginning of the sections where passing is prohibited and PASS WITH CARE signs at the beginning of sections where passing is permitted.
7. All work zone pavement markings shall be installed in accordance with Item 662, "Work Zone Pavement Markings."

### RAISED PAVEMENT MARKERS

1. Raised pavement markers are to be placed according to the patterns on BC(12).
2. All raised pavement markers used for work zone markings shall meet the requirements of Item 672, "RAISED PAVEMENT MARKERS" and Departmental Material Specification DMS-4200 or DMS-4300.

### PREFABRICATED PAVEMENT MARKINGS

1. Removable prefabricated pavement markings shall meet the requirements of DMS-8241.
2. Non-removable prefabricated pavement markings (foil back) shall meet the requirements of DMS-8240.

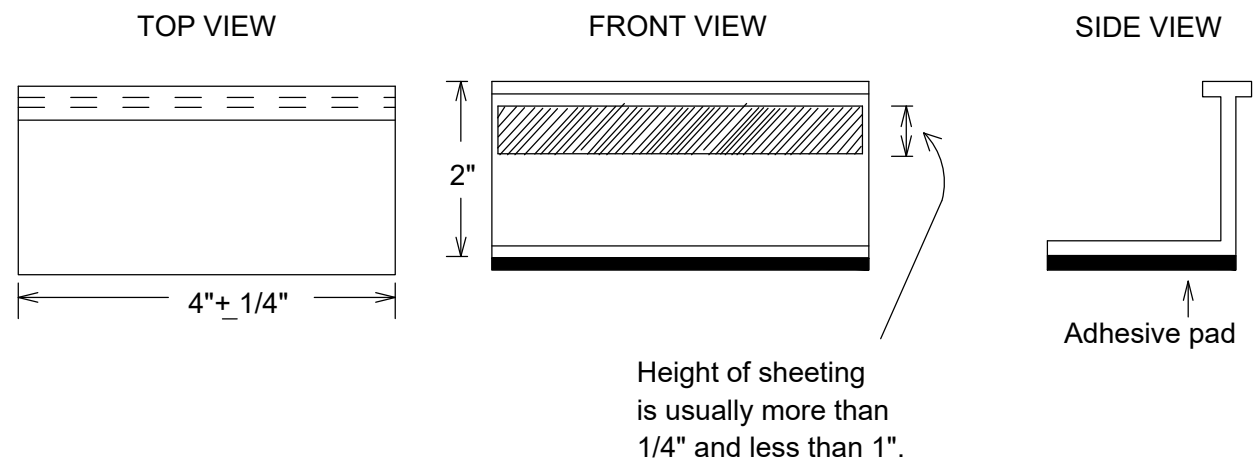
### MAINTAINING WORK ZONE PAVEMENT MARKINGS

1. The Contractor will be responsible for maintaining work zone pavement markings within the work limits.
2. Work zone pavement markings shall be inspected in accordance with the frequency and reporting requirements of work zone traffic control device inspections as required by Form 599.
3. The markings should provide a visible reference for a minimum distance of 300 feet during normal daylight hours and 160 feet when illuminated by automobile low-beam headlights at night, unless sight distance is restricted by roadway geometrics.
4. Markings failing to meet this criteria within the first 30 days after placement shall be replaced at the expense of the Contractor as per Specification Item 662.

### REMOVAL OF PAVEMENT MARKINGS

1. Pavement markings that are no longer applicable, could create confusion or direct a motorist toward or into the closed portion of the roadway shall be removed or obliterated before the roadway is opened to traffic.
2. The above shall not apply to detours in place for less than three days, where flaggers and/or sufficient channelizing devices are used in lieu of markings to outline the detour route.
3. Pavement markings shall be removed to the fullest extent possible, so as not to leave a discernable marking. This shall be by any method approved by TxDOT Specification Item 677 for "Eliminating Existing Pavement Markings and Markers".
4. The removal of pavement markings may require resurfacing or seal coating portions of the roadway as described in Item 677.
5. Subject to the approval of the Engineer, any method that proves to be successful on a particular type pavement may be used.
6. Blast cleaning may be used but will not be required unless specifically shown in the plans.
7. Over-painting of the markings SHALL NOT BE permitted.
8. Removal of raised pavement markers shall be as directed by the Engineer.
9. Removal of existing pavement markings and markers will be paid for directly in accordance with Item 677, "ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS," unless otherwise stated in the plans.
10. Black-out marking tape may be used to cover conflicting existing markings for periods less than two weeks when approved by the Engineer.

## Temporary Flexible-Reflective Roadway Marker Tabs



STAPLES OR NAILS SHALL NOT BE USED TO SECURE  
TEMPORARY FLEXIBLE-REFLECTIVE ROADWAY MARKER  
TABS TO THE PAVEMENT SURFACE

1. Temporary flexible-reflective roadway marker tabs used as guidemarks shall meet the requirements of DMS-8242.
2. Tabs detailed on this sheet are to be inspected and accepted by the Engineer or designated representative. Sampling and testing is not normally required, however at the option of the Engineer, either "A" or "B" below may be imposed to assure quality before placement on the roadway.
  - A. Select five (5) or more tabs at random from each lot or shipment and submit to the Construction Division, Materials and Pavement Section to determine specification compliance.
  - B. Select five (5) tabs and perform the following test. Affix five (5) tabs at 24 inch intervals on an asphaltic pavement in a straight line. Using a medium size passenger vehicle or pickup, run over the markers with the front and rear tires at a speed of 35 to 40 miles per hour, four (4) times in each direction. No more than one (1) out of the five (5) reflective surfaces shall be lost or displaced as a result of this test.
3. Small design variances may be noted between tab manufacturers.
4. See Standard Sheet WZ(STPM) for tab placement on new pavements. See Standard Sheet TCP(7-1) for tab placement on seal coat work.


### RAISED PAVEMENT MARKERS USED AS GUIDEMARKS

1. Raised pavement markers used as guidemarks shall be from the approved product list, and meet the requirements of DMS-4200.
2. All temporary construction raised pavement markers provided on a project shall be of the same manufacturer.
3. Adhesive for guidemarks shall be bituminous material hot applied or butyl rubber pad for all surfaces, or thermoplastic for concrete surfaces.

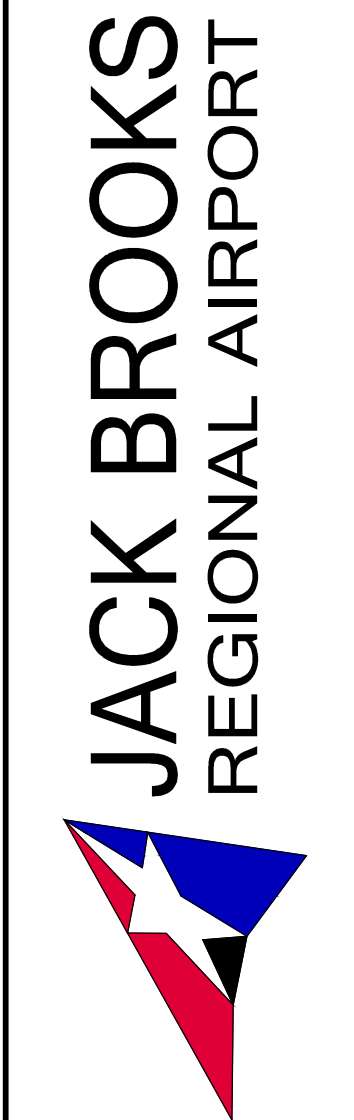
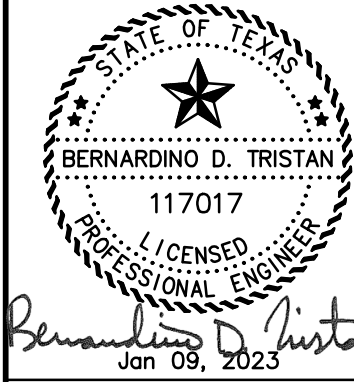
Guidemarks shall be designated as:  
YELLOW - (two amber reflective surfaces with yellow body).  
WHITE - (one silver reflective surface with white body).

DEPARTMENTAL MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
TRAFFIC BUTTONS	DMS-4300
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240
TEMPORARY REMOVABLE, PREFABRICATED PAVEMENT MARKINGS	DMS-8241
TEMPORARY FLEXIBLE, REFLECTIVE ROADWAY MARKER TABS	DMS-8242

A list of prequalified reflective raised pavement markers, non-reflective traffic buttons, roadway marker tabs and other pavement markings can be found at the Material Producer List web address shown on BC(1).

SHEET 11 OF 12	
 <b>Texas Department of Transportation</b>	
<i>Traffic Operations Division Standard</i>	
<b>BARRICADE AND CONSTRUCTION PAVEMENT MARKINGS</b>	
<b>BC(11)-14</b>	
FILE: bc-14.dgn	DN: TxDOT
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CONT	SECT
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HIGHWAY	
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2-98 9-07	
1-02 7-13	
11-02 8-14	
105	
DIST	COUNTY
SHEET NO.	

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DATE:	Jan 09, 2023
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CHECK BY:	B.T.
FS DRAWING NAME:	21200.000_CE_TxDOT TRAFFIC CONTROL DETAILS

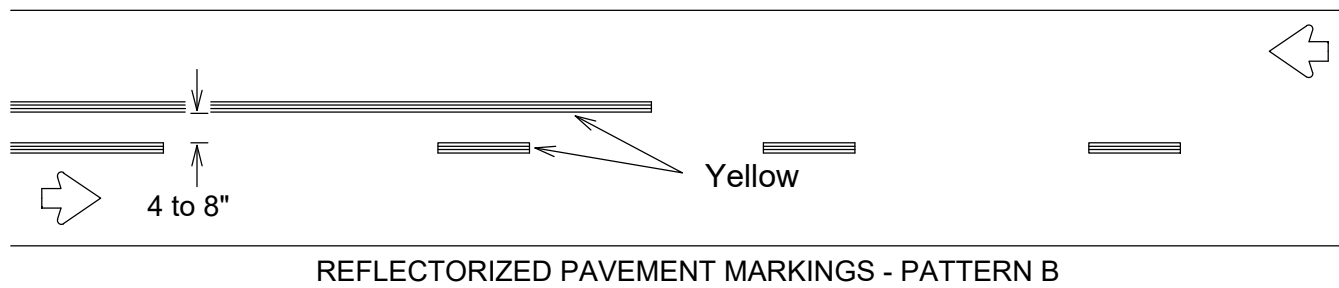
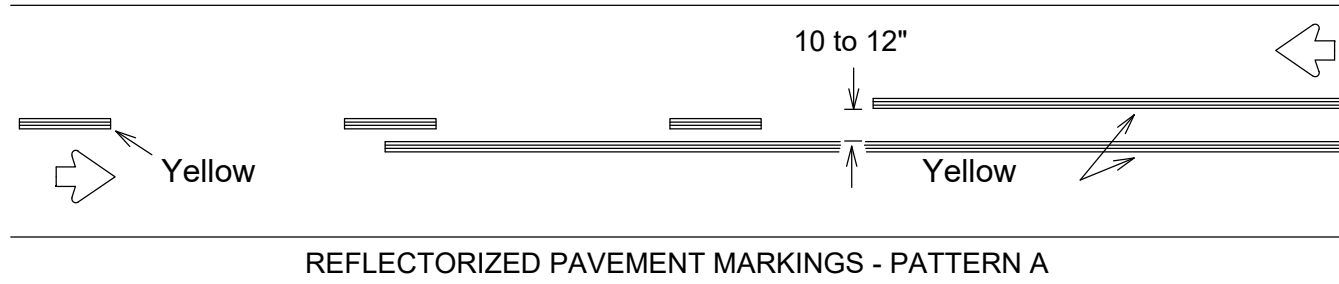
TRAFFIC  
CONTROL  
DETAILS

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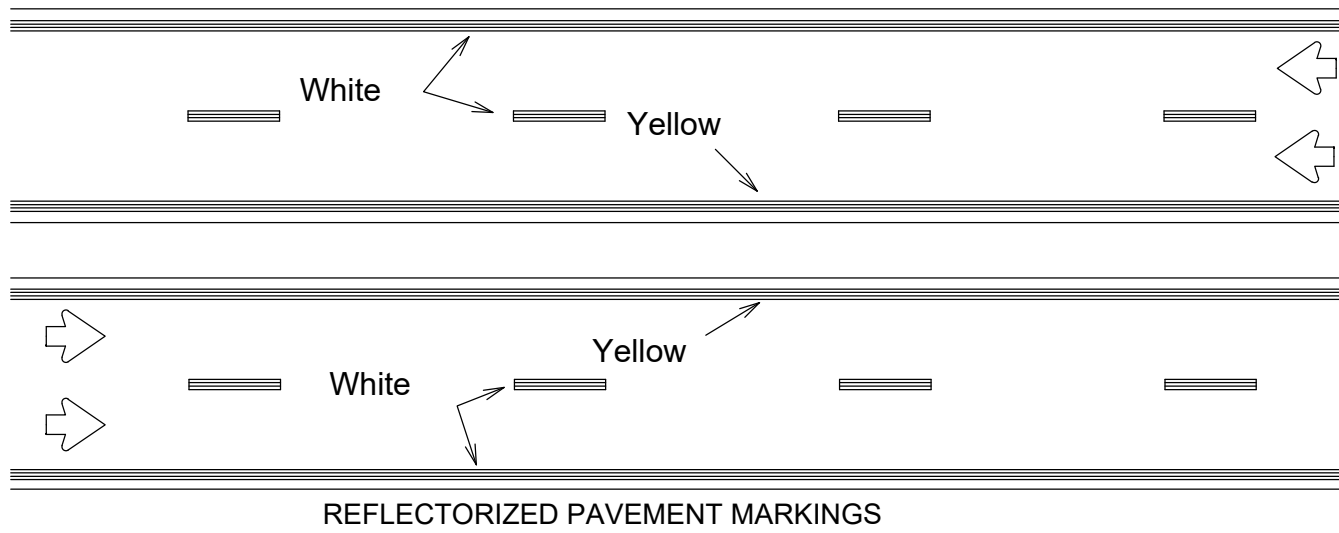
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## PAVEMENT MARKING PATTERNS

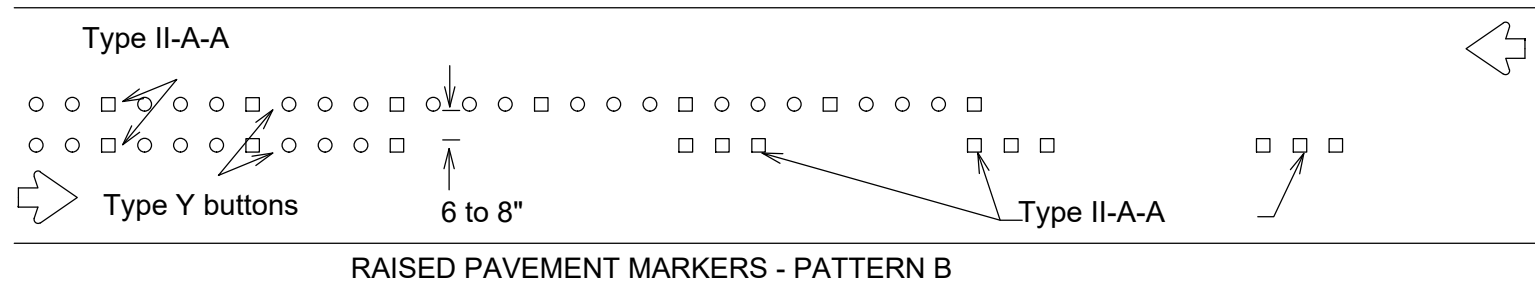
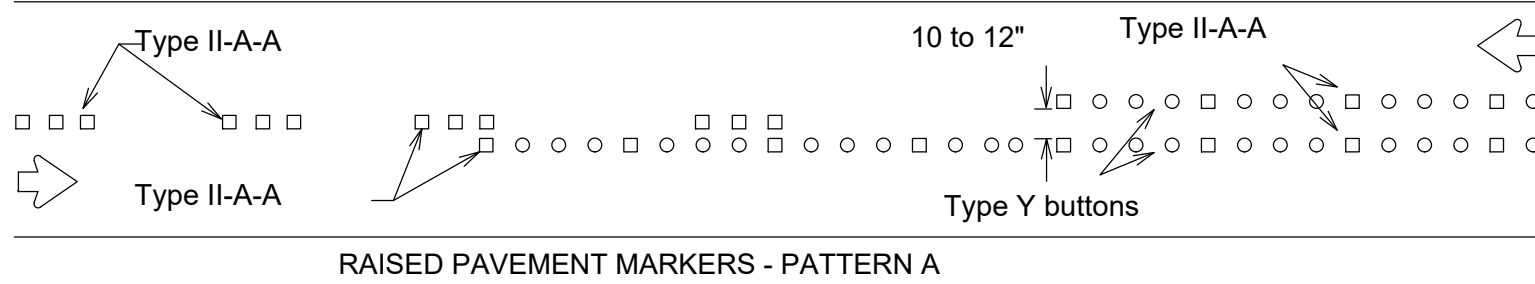


Pattern A is the TXDOT Standard, however Pattern B may be used if approved by the Engineer. Prefabricated markings may be substituted for reflectORIZED pavement markings.

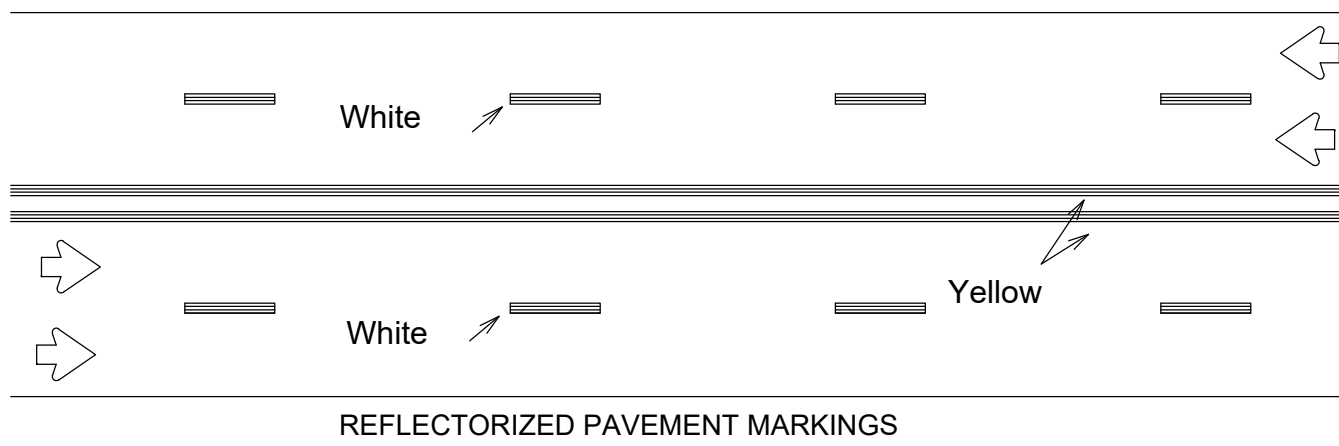
## CENTER LINE & NO-PASSING ZONE BARRIER LINES FOR TWO-LANE, TWO-WAY HIGHWAYS



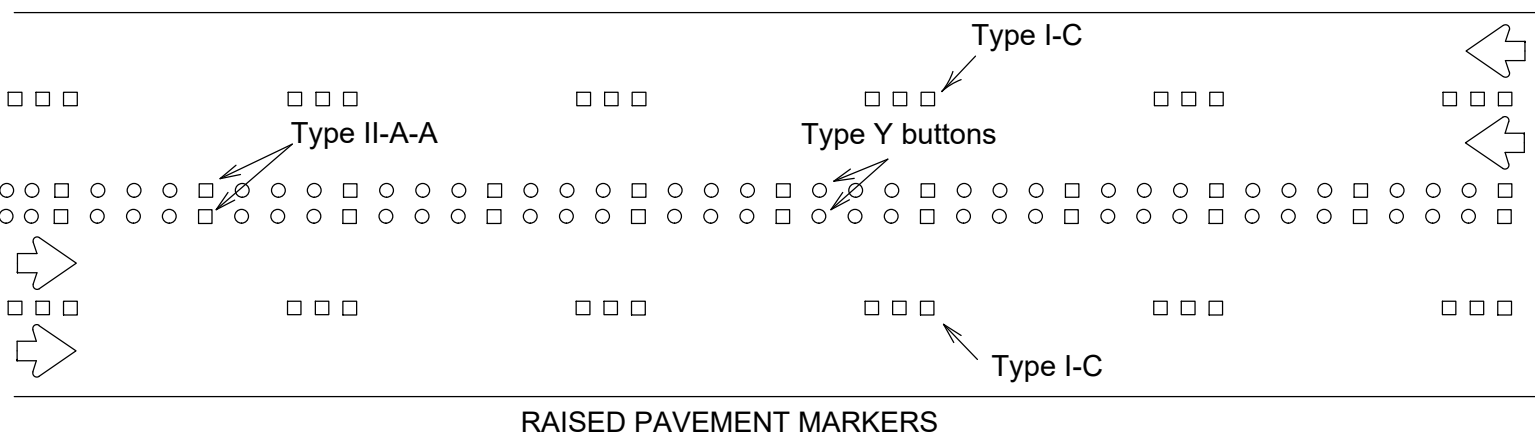
Prefabricated markings may be substituted for reflectORIZED pavement markings.



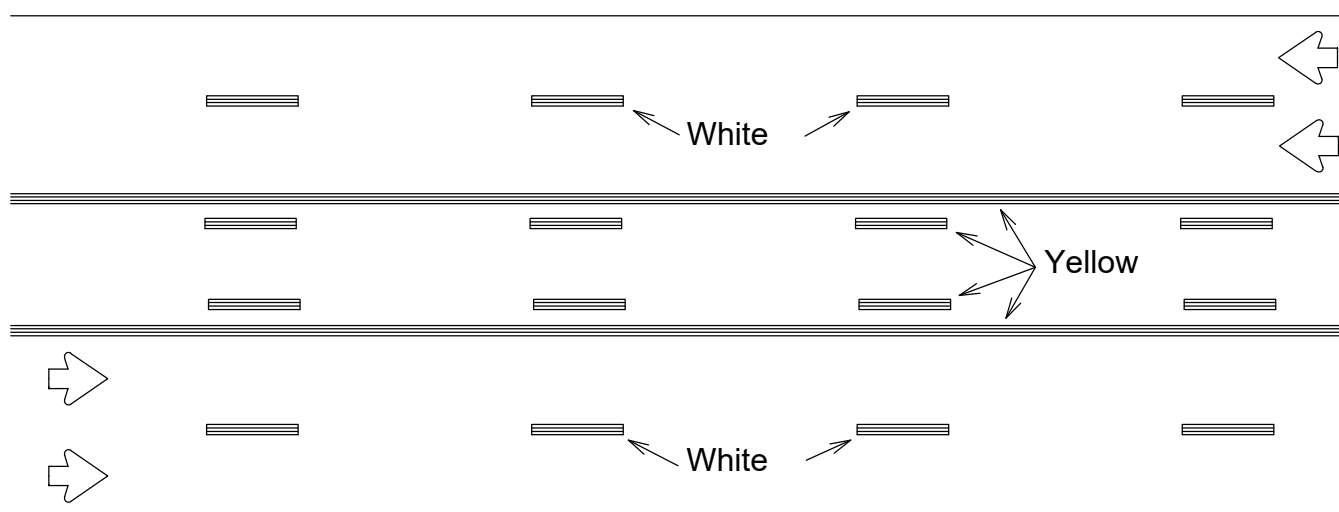
## EDGE & LANE LINES FOR DIVIDED HIGHWAY



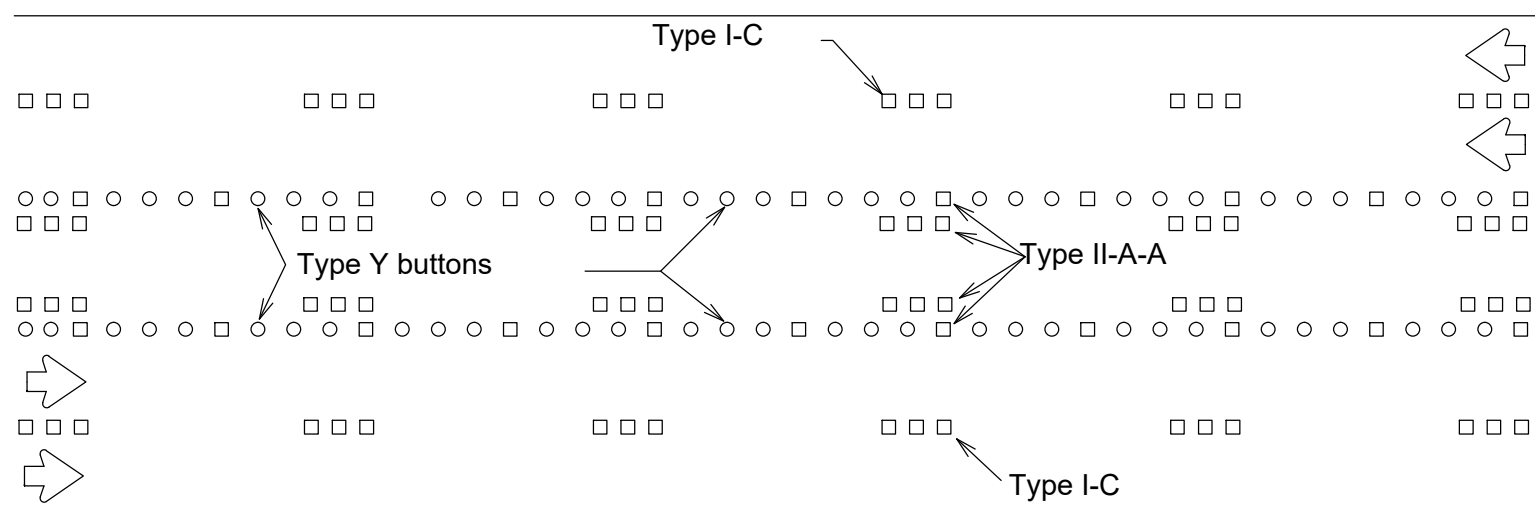
Prefabricated markings may be substituted for reflectORIZED pavement markings.



## LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS

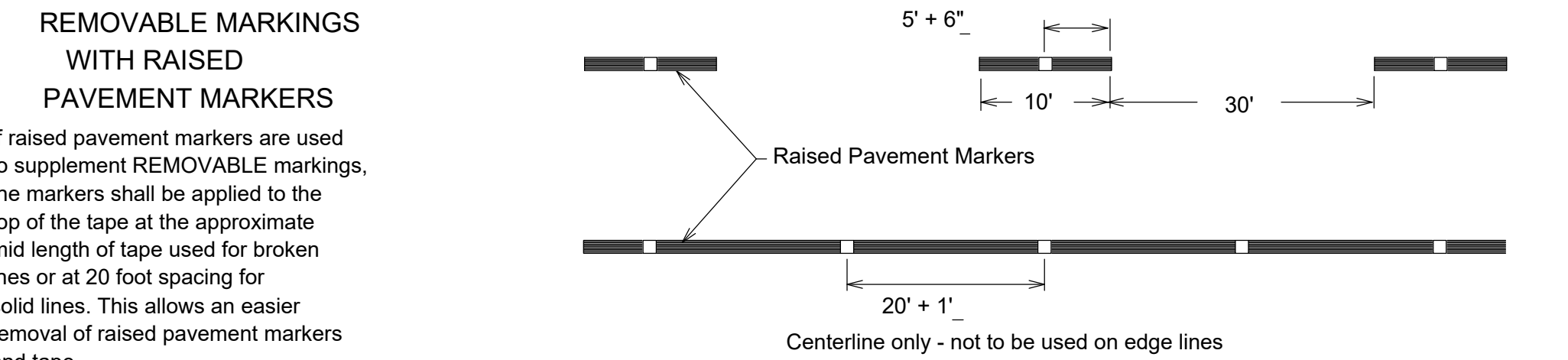
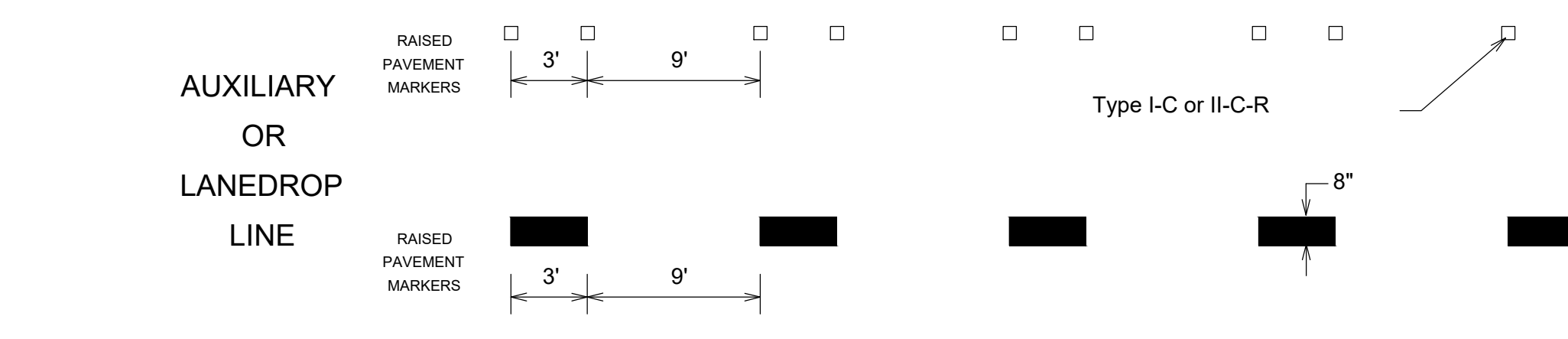
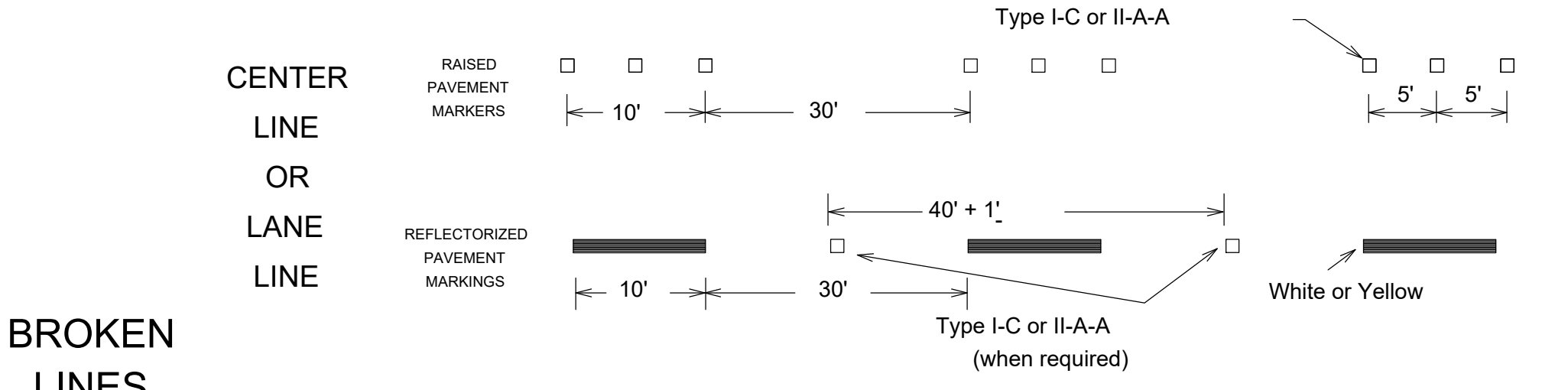
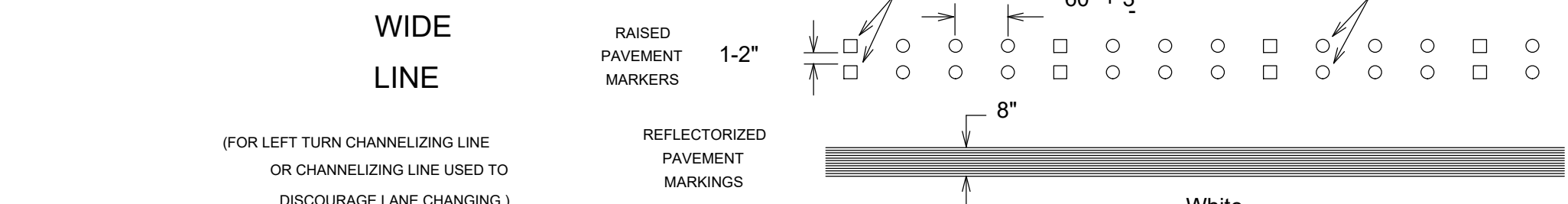
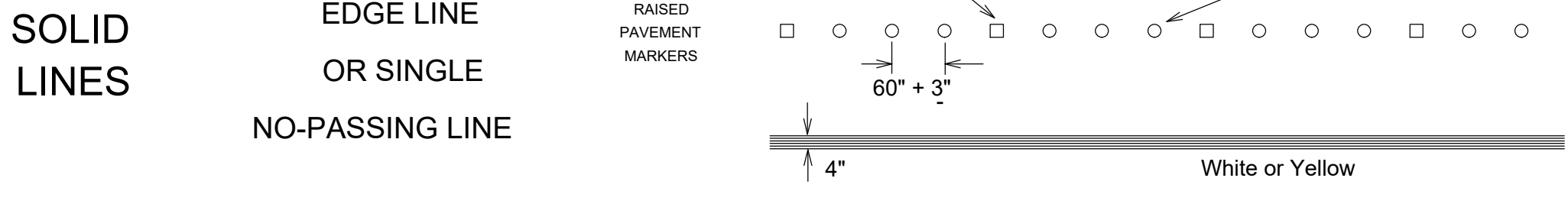
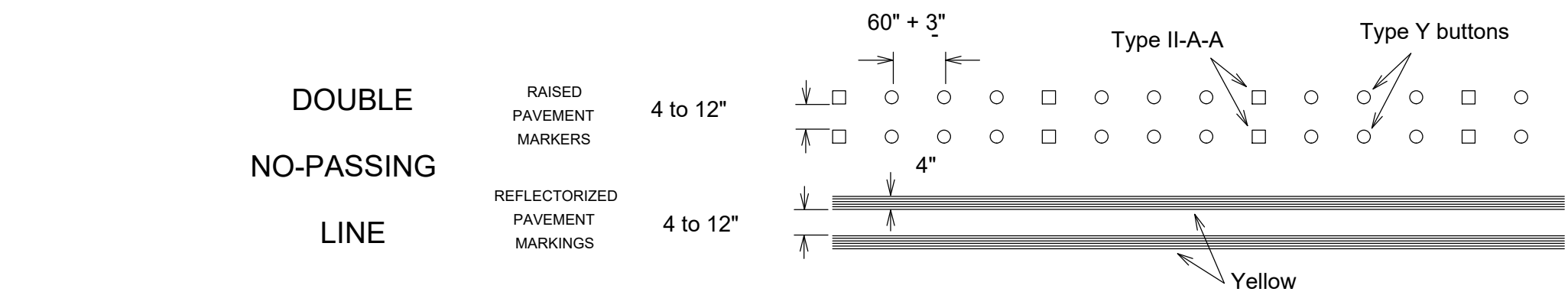


Prefabricated markings may be substituted for reflectORIZED pavement markings.



## TWO-WAY LEFT TURN LANE

## STANDARD WORK ZONE PAVEMENT MARKINGS DETAILS



Centerline only - not to be used on edge lines

RAISED PAVEMENT MARKERS used as standard pavement markings shall be from the approved products list and meet the requirements of Item 672 "RAISED PAVEMENT MARKERS."

SHEET 12 OF 12

Texas Department of Transportation

Traffic Operations Division Standard

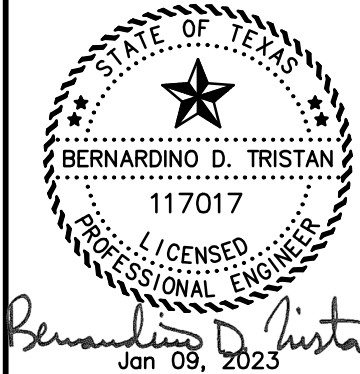
## BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS

BC(12)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT February 1998	CONT	SECT	JOB	HIGHWAY
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2-98 7-13				
11-02 8-14				
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JACK BROOKS REGIONAL AIRPORT

FS PROJECT # 21200.000  
DATE: Jan 09, 2023  
SCALE: N.T.S.  
DRAWN BY: J.L.H.  
CHECK BY: B.T.  
FS DRAWING NAME: 21200.000\_CE\_TXDOT TRAFFIC CONTROL DETAILS

TRAFFIC CONTROL DETAILS

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**SEL**

GEOTECHNICAL  
ENVIRONMENTAL  
MATERIALS TESTING

**GEOTECHNICAL INVESTIGATION**  
**FOR**  
**LANDSIDE PAVEMENT REPAIR AT JACK BROOKS REGIONAL AIRPORT**  
**IN**  
**BEAUMONT, TEXAS**

**REPORT NUMBER: 22130**

**REPORTED TO:**

**FITZ & SHIPMAN, INC.**  
**1405 CORNERSTONE COURT**  
**BEAUMONT, TEXAS 77706**

**MARCH 2022**

**PREPARED BY:**  
**SCIENCE ENGINEERING, LTD.**

P.O. Box 2048 Nederland, Texas 77627 Ph: (409) 982-0686 Fax: (409) 982-0619  
Email: [yousef@science-engineer.com](mailto:yousef@science-engineer.com)

**GEOTECHNICAL INVESTIGATION**  
**Pavement Repairs**  
**Beaumont, Texas**

**INTRODUCTION**

The study reported herein is an investigation of subsurface conditions for proposed landside pavement repairs at Jack Brooks Regional Airport in Beaumont, Texas.

**AUTHORIZATION**

This investigation was authorized by Mr. Ben Tristan, P.E. by signed proposal dated December 16, 2021.

**SUBSURFACE EXPLORATION**

The subsurface exploration at the site was accomplished by means of eleven (11) undisturbed sample core borings drilled to depths of approximately ten (10) feet below existing ground surface. Approximate locations of the borings are shown on the attached boring plan.

**SUBSURFACE INVESTIGATION**

The subsurface investigation consisted of drilling three-inch (3") nominal diameter core borings. Undisturbed samples of the cohesive soils were obtained from the borings by means of thin-wall, seamless steel Shelby tube samplers, in accordance with the ASTM D-1587 method. The shear strength of the cohesive soil samples was estimated by hand penetrometer in the field.

All undisturbed samples were extracted mechanically from the core barrels in the field, classified, wrapped in aluminum foil, and sealed in airtight plastic bags to prevent moisture loss and disturbance. The samples were transported to our laboratory for testing and further study.

**LABORATORY INVESTIGATIONS**

All samples from borings were examined and classified in the laboratory by a soil engineer, according to procedures outlined in ASTM D-2488. Laboratory tests were performed on selected soil samples in order to evaluate the engineering properties of the soil in accordance with the indicated standard procedures.

Laboratory Tests	ASTM Standard
Atterberg Limits [Liquid Limit (LL), Plastic Limit (PL), Plasticity Index (PI)]	D-4318
Soil Moisture Content	D-2216
Unconfined Compressive Strength	D-2166
Soils Classification	D-2487

Undrained shear strength of selected cohesive soils was determined by unconfined compression tests. Water content and dry unit weight of the foundation soils were determined as routine parts of the unconfined compression tests. Atterberg limits tests were performed on appropriate cohesive samples. The results of these tests are shown on the attached boring logs.

### **SUBSURFACE CONDITIONS**

Specific types and depths of subsurface strata encountered on the site are shown on the attached boring logs. Review of the boring logs indicates that generalized stratigraphy is approximately as follows:

Stratum No.	Average Depth, feet	Soil Description
I	0.00 - 0.54	Concrete on Borings B-1, B-3, B-5, B-6 and B-7
II	0.54 - 10.00	Dark Gray and Tan CLAY (CH) with ferrous and calcareous nodules and slickensides

The near surface soils are "CH" type soils when classified by the unified soils classification system. This type soil normally exhibits high swell potential during seasonal moisture variations.

### **GROUNDWATER**

Hydrostatic water was not encountered at the time of drilling.

### **CONSTRUCTION VARIATIONS**

The information contained in this report summarizes conditions found on the date that the borings were drilled. The depth to the static water table may be expected to vary with the environmental variations, such as frequency and magnitude of precipitation and the time of year that construction begins.

## **PAVING DESIGN**

Based on the results of the field borings and laboratory tests, the following sections may be considered for use in new paving. Economics should dictate which section is utilized by the Structural Engineer.

## **PORTLAND CEMENT CONCRETE PAVEMENT**

Concrete paving may be constructed using a Portland Cement Reinforced Concrete Pavement. Seven-inch (7") concrete over eight-inch (8") lime stabilized sub-grade should be considered. The thickness of the paving should meet the minimum requirements by the City of Beaumont.

In order to control vertical displacement and resulting cracking, which may occur due to potential swelling of the surface clays, it is recommended that the subgrade beneath the concrete pavement be stabilized by hydrated lime.

Subgrade preparation should consist of removing concrete. Then scarify the subgrade to a depth of eight (8) inches and stabilize with ten to twelve (10-12) percent of hydrated lime by dry unit weight and is usually sufficient for similar clay soils; however, the actual lime quality needed to stabilize on-site clays should be determined prior to construction. The soil-lime mixture should be compacted to a minimum of 95% of Standard Proctor Density (ASTM D-698).

Lime stabilization should conform to Texas Highway Department 2014 Standard Specifications Item 260, which describes material and construction methods for lime treatment of materials in place.

## **SITE PREPARATION**

In order to remedy construction problems, which may develop if attempts are made to work the surface materials following prolonged periods of rainfall which are common to this area, it is recommended that prior to starting any work at the site that proper construction drainage is to be provided to maintain a relatively dry construction site. (Use a minimum slope of 5% within 10 feet of the foundation).



## **LIMITATIONS**

The conclusions and recommendations given in this report are based on the analysis of the data collected for this project. Additive conclusions or recommendations made from this data by others are their responsibility.

Our study is based on the data obtained from soil borings made at the locations shown on boring plan. The nature and extent of variations between borings may become evident during construction. We should be requested to observe exposed conditions. After making these observations, and noting the engineering significance of variations, we will advise you of any changes in recommendations believed appropriate.

We appreciate this opportunity to provide our services to this project. Please let us know if you require additional information. Thank you.

**Respectfully submitted for the firm,  
TBPE Registration No. 4060**

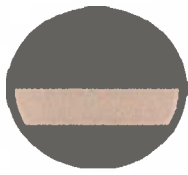


**Yousef Rahmani, P.E.  
President**

Enclosures: Boring Plan  
Boring Logs 1 -11  
Soils Classification

Copies: 1 – Client  
1 – SEL File 22130

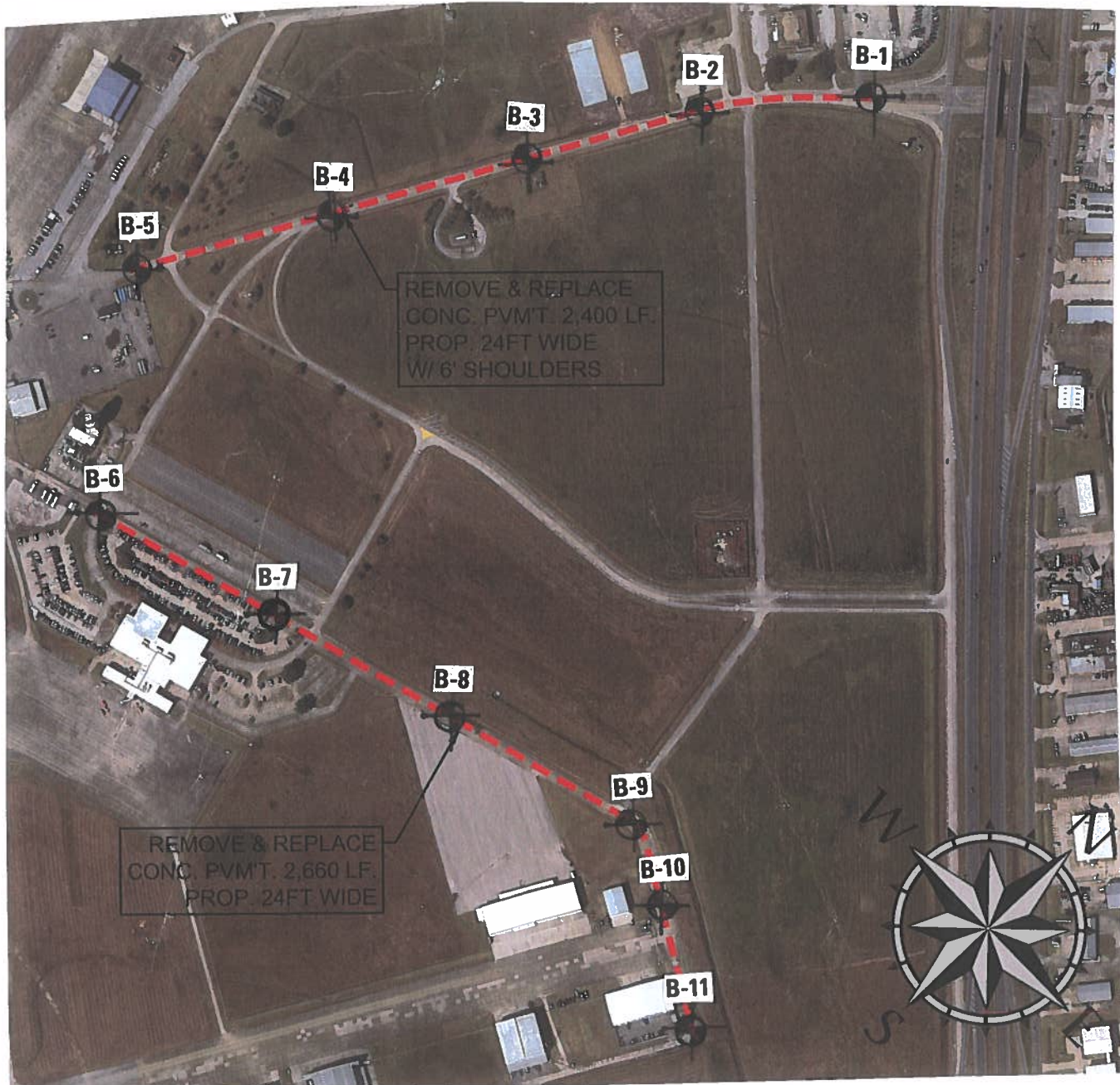
YR/mr



# SEL

GEOTECHNICAL  
ENVIRONMENTAL  
MATERIALS TESTING

Report Number 22130



## LANDSIDE PAVEMENT REPAIR AT JACK BROOKS REGIONAL AIRPORT

BEAUMONT, TEXAS

MARCH 2022



# LOG OF BORING

**Project:** Landside Pavement Repair at Jack Brooks  
Regional Airport in Beaumont, Texas

**Project No: 22130**

**Boring Number:** B-2

Date of Report: 03/07/2022

**Location:** See Attached Boring Plan

**Date of Boring:** 02/25/2022

**Dry Auger:** \_\_\_\_\_ 0 \_\_\_\_\_ to \_\_\_\_\_ 10 \_\_\_\_\_ Feet

**Authorization:** Mr. Jeff Carbone

[illegible]



## LOG OF BORING

**Project:** Landside Pavement Repair at Jack Brooks

### Regional Airport in Beaumont, Texas

**Project No: 22130**

**Boring Number:** B-3

**Date of Report:** 03/07/2022

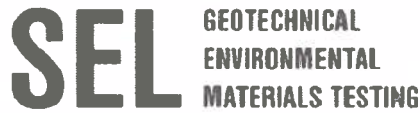
**Location:** See Attached Boring Plan

**Date of Boring:** 02/25/2022

**Dry Auger:** 0 to 10 Feet

**Authorization:** Mr. Jeff Carbone

[illegible]

[illegible]

# LOG OF BORING

**Project:** Landside Pavement Repair at Jack Brooks  
Regional Airport in Beaumont, Texas

**Project No:** 22130

**Boring Number:** B-5

Date of Report: 03/07/2022

**Location:** See Attached Boring Plan

**Date of Boring:** 02/25/2022

**Dry Auger:** 0 to 10 Feet

**Authorization:** Mr. Jeff Carbone

[illegible]



<b>Project:</b>	Landside Pavement Repair at Jack Brooks Regional Airport in Beaumont, Texas
<b>Boring Number:</b>	B-6
<b>Location:</b>	See Attached Boring Plan
<b>Dry Auger:</b>	0 to 10 Feet

Project No: 22130  
Date of Report: 03/07/2022  
Date of Boring: 02/25/2022  
Authorization: Mr. Jeff Carbone

IFB 23-009/JW.LANDSIDE ROAD PAVEMENT REPAIRS-JBRA  
PAGE 184 OF 190















<b>Project:</b>	Landside Pavement Repair at Jack Brooks Regional Airport in Beaumont, Texas		
<b>Boring Number:</b>	B-11		
<b>Location:</b>	See Attached Boring Plan		
<b>Dry Auger:</b>	0	to	10 Feet

**Authorization:** Mr. Jeff Carbone

P.O.Box 2048 Nederland, Texas 77627 Ph: (409) 982-0686 Fax: (409) 982-0619  
Email: yousef@science-engineer.com



## KEY TO SOIL CLASSIFICATION AND SYMBOLS

### SOIL TYPE



Gravel



Sand

Sandy



Silt

Silty



Clay

Clayey

Predominant type shown heavy

### SAMPLE TYPE



Un-  
Disturbed



Rock  
Core



Split  
Spoon



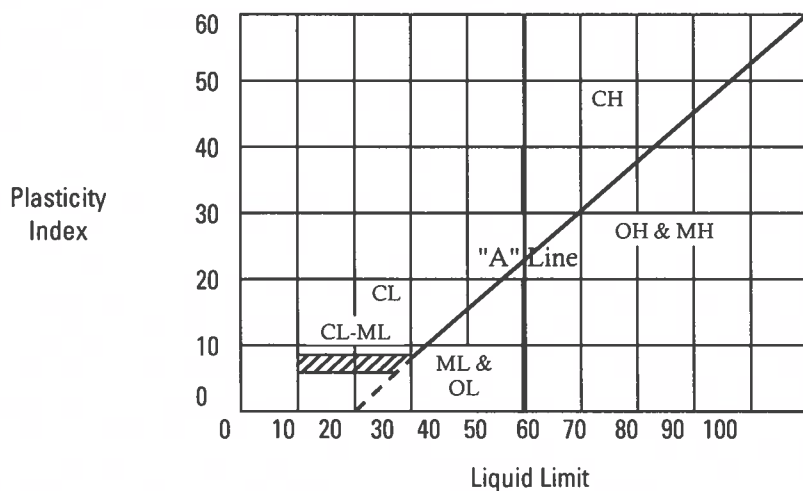
No  
Recovery

### SOIL GRAIN SIZE

U.S. Standard Sieve

6"	3"	3/4"	4	10	40	200	
Boulders	Cobbles	Gravel		Sand			Silt
		Coarse	Fine	Coarse	Medium	Fine	Clay
152	76.2	19.1	4.76	2.00	0.420	0.074	0.002 (mm)

### PLASTICITY CHART



### CONSISTENCY OF COHESIVE SOILS

Penetration Resistance, blows per foot	Consistency	Cohesion TSF	Plasticity Index	Degree of Plasticity
0 - 2	Very Soft	0 - 0.125	0 - 5	None
2 - 4	Soft	0.125 - 0.25	5 - 10	Low
4 - 8	Firm	0.25 - 0.5	10 - 20	Moderate
8 - 15	Stiff	0.5 - 1.0	20 - 40	Plastic
15 - 30	Very Stiff	1.0 - 2.0	> 40	Highly Plastic
> 30	Hard	> 2.0		

### RELATIVE DENSITY OF COHESIONLESS SOILS

Penetration Resistance, blows per foot	Relative Density
0 - 4	Very Loose
4 - 10	Loose
10 - 30	Medium Dense
30 - 50	Dense
> 50	Very Dense



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
1<sup>st</sup> Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593  
FAX: (409) 835-8456

**Addendum to IFB**

**IFB NUMBER:** IFB 23-009/JW

**IFB TITLE:** LANDSIDE ROAD PAVEMENT REPAIRS AT THE JACK BROOKS  
REGIONAL AIRPORT

**IFB DUE BY:** 11:00 AM CT, WEDNESDAY, MARCH 29, 2023

**ADDENDUM NO.:** 1

**ISSUED (DATE):** MARCH 13, 2023

**To Bidder:** This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed bids to have been proffered in recognition and consideration of the entire IFB Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed bid submission.** If the bid submission has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and IFB Opening Date and Time, as stated above.

**Reason for Issuance of this Addendum:**  
**CLARIFICATIONS, REVISIONS TO BID SPECIFICATIONS (PAGES 26, 43)**

**The information included herein is hereby incorporated into the documents of this present bid matter and supersedes any conflicting documents or portion thereof previously issued.**

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

**ATTEST:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Approved by \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature (Respondent)

\_\_\_\_\_  
Title of Person Signing Above

\_\_\_\_\_  
Typed Name of Business or Individual

\_\_\_\_\_  
Address

## CLARIFICATIONS

---

Question: Does the Testing firm have to be a TxDOT pre-certified material testing lab?

Answer: We will follow all the state and ASTM testing methods and procedures. However, the testing lab does not have to be TXDOT pre-certified lab.

Question: Will the material testing be paid by the Owner or Contractor?

Answer: The testing results will be reviewed and documented by the Owner and Engineer. However, the Contractor will schedule, direct, and pay for the 3<sup>rd</sup> Party material testing firm. Include all expenses under the various bid items of the project.



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**DEBARMENT/SUSPENSION CERTIFICATION (REVISED-ADDENDUM NO. 1)**

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Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following **(revised)** websites: [www.sam.gov](http://www.sam.gov) and <https://acquisition.gov/far/index.html> see section 52.209-6.

The Contractor \_\_\_\_\_ certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**REQUIRED FORM**

**Bidder: Please complete this form  
and include with bid submission.**

**PLEASE NOTE: Bid Award is subject to grant funding for this project. The County may choose to award all or in partial the projects listed on this bid form.**

We have examined the site of the Work and the nature and kind of work to be performed and have informed ourselves of all local conditions and other things that might affect the cost or difficulty of performing the Work, and we represent and warrant that we have experience in the use of materials and methods of performance specified, and that we can and will do the Work and construct the improvements with the specified materials as contemplated and indicated by the Drawings and Specifications.

Upon receipt of notice of acceptance of our bid, we agree to execute the Contract within 10 (ten) days after such notice, begin work on or before the date of commencement of the Work established in the Notice to Proceed, and to complete the Work within **270 calendar days**.

We have visited and examined the site of the Work and the nature and kind of work to be performed and have informed ourselves of all local conditions and other things that might affect the cost or difficulty of performing the Work, and we represent and warrant that we have experience in the use of materials and methods of performance specified, and that we can and will do the Work and construct the improvements with the specified materials as contemplated and indicated by the drawings and specifications.

**LIQUIDATED DAMAGES FOR DELAYS:**

It is understood and agreed between the parties that time is of the essence of this contract, and in case the Contractor shall fail to fully, entirely, and in conformity with the provisions of this contract, perform and complete said work within the time stated in the proposal with such allowances as herein before provided or within such further time as he may be allowed by the Owner, the Architect shall compute the number of days of delinquency in said final and entire completion. It is hereby acknowledged by the Contractor that such delinquency caused additional overhead costs and expenses to the Owner.

It is hereby agreed between both parties to this contract that the amount of said damages are hereby ascertained and liquidated at the greater of **FIVE HUNDRED DOLLARS (\$500.00)** per day of delay, or the actual measurable damages to the Owner including penalties, or other fees which may be charged to the Owner for failure to meet the time requirements. The Contractor hereby agrees to pay the stated sum to the Owner for each and every day of delinquency.



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
1<sup>st</sup> Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593  
FAX: (409) 835-8456

**Addendum to IFB**

**IFB NUMBER:** IFB 23-009/JW

**IFB TITLE:** LANDSIDE ROAD PAVEMENT REPAIRS  
AT JACK BROOKS REGIONAL AIRPORT

**IFB DUE BY:** 11:00 AM CT, WEDNESDAY, MARCH 29, 2023

**ADDENDUM NO.:** 2

**ISSUED (DATE):** MARCH 22, 2023

**To Bidder:** This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed bids to have been proffered in recognition and consideration of the entire IFB Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed bid submission.** If the bid submission has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and IFB Opening Date and Time, as stated above.

**Reason for Issuance of this Addendum:**

- **CLARIFICATIONS**
- **REVISED BID FORM PAGE (PAGE 53/D10)**
- **ADDITIONAL FORM (TO COMPLETE & SUBMIT): BUY AMERICAN CERTIFICATE**

**The information included herein is hereby incorporated into the documents of this present bid matter and supersedes any conflicting documents or portion thereof previously issued.**

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

**ATTEST:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Approved by \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature (Respondent)

\_\_\_\_\_  
Title of Person Signing Above

\_\_\_\_\_  
Typed Name of Business or Individual

\_\_\_\_\_  
Address



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
1<sup>st</sup> Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593  
FAX: (409) 835-8456

**CLARIFICATIONS:**

---

**QUESTION:** We have looked over the plans and cannot find where the size for each sign is to be, also what size the post is to be (schedule 40 or 80)?

**ANSWER:** Custom directional signs shall be manufactured as required according to sign layouts. Shop drawings for sign prior to fabrication will be reviewed and approved for erection on site. Mounting post for signs shall be Schedule 80 post.

**QUESTION:** Proposed curb called for on 3<sup>rd</sup> street stations 0+80—7+80. Can a quantity and bid item be added for this?

**ANSWER:** See revised bid item #23, Remove and replace sheet Bid Sheet D10. Remove and replace Drawing C1.1, dated 03-21-2023

**QUESTION:** Do we have any kind of estimate for the bond?

**ANSWER:** To maintain a competitive bidding process, the County does not release Engineer Estimates for projects.

**QUESTION:** Jerry Ware Phase 1 construction section plan sheet C10.1 calls for proposed 2" asphalt overlay. Can a Bid Item be added for the overlay paid for by the TON? The inconsistency of existing shoulder would make it difficult to calculate tonnage by area and laying just proposed depth may make for a very poor ride.

**ANSWER:** Temporary asphalt paving of existing shoulder as required during Phase I traffic flow. Existing shoulder has asphalt surface but will need additional asphalt patching in certain areas to maintain traffic flow throughout the phase, as required.

**QUESTION:** Hydrated Lime is called for in the Bid Items. This will be extremely dusty for the Airport / businesses. Would EOR consider changing bid items to slurry lime?

**ANSWER:** Hydrated Lime can be applied as Lime Slurry at the depth and rate specified by the Geotechnical Report.

**QUESTION:** The 3rd Street Plan Sheet C 7.6 & C7.7 calls out for a proposed Conc Ramps. Are these Curb Ramps? If so what Types?

**ANSWER:** Curb Ramps Type 7.

**QUESTION:** Is the HDPE culvert pipe common ASTM F2648 pipe or AASHTO M294 pipe? Is it soil-tight or water-tight?

**ANSWER:** AASHTO M294/M252 SMOOTH INTERIOR WALL, CORRUGATED EXTERIOR WALL, HIGH DENSITY POLYETHYLENE (HDPE) PIPE ADS N-12 WT OR EQUAL. WITH LOCKING PUSH ON JOINTS AND WITH WATER TIGHT GASKETS MEETING ASTM F477. HDPE PIPE TO BE INSTALLED AS SHOWN IN PLANS AND ACCORDING TO MANUFACTURERS RECOMMENDATIONS.





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FAX: (409) 835-8456

**CLARIFICATIONS (CONTINUED):**

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**QUESTION:** Is the RCP CL III or CL IV? Is tongue and groove with mastic okay or does it need to be gasketed RCP?

**ANSWER:** Optional: ASTM C-76 CLASS III REINFORCED CONCRETE PIPE. CONNECTIONS BETWEEN PIPE SHALL BE MADE WITH "RAM-NEK" OR EQUIVALENT APPROVED JOINTING MATERIAL.

**QUESTION:** Bid item #21 on the base bid calls out (24) concrete SETS, but I have only found (19) total; two at 12", eleven at 18" and six at 24". Where are the other five SETs.

**ANSWER:** The 18" pipes with double barrels counts each S.E.T., i.e. two each end.

**QUESTION:** It is my assumption that base bid item 15A would replace item 15. Should bid item 15A be removed from the base bid and be shown as separate additive alternate or supplemental item? It could swing a bid one way or the other if it is included in the base bid and will likely never be used since it will be significantly more expensive.

**ANSWER:** Base bid summation will include Bid item 15 only. Provide a cost for Bid Item 15A to be evaluated as optional alternative.

**QUESTION:** The plans call for demolition of rock drives, concrete drives, sidewalks, and wheel stops. Should there be bid items to cover this work or is it subsidiary to the various bid items? Please clarify.

**ANSWER:** All demolition features shall be included into the various bid items specified, and all work shall be subsidiary to the bid items listed.

**ADDITIVE ALTERNATE #1 BID ITEMS – 3rd Street Segment A**

Item No.	TxDOT Item No	Est. Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Amount
20	666	220	L.F.	Reflect Pav. Marking Ty-II 4" Broken, Yellow 0.90 Mil, including surface preparation, complete in place @ _____ _____ per linear foot	\$ _____	\$ _____
21	666	35	L.F.	Reflect Pav. Marking Ty-II 24" Solid, White 0.90 Mil, including surface preparation, complete in place @ _____ _____ per linear foot	\$ _____	\$ _____
22	666	16	E.A.	Reflect Pav. Marking Ty-II 18" White, Tri Yield 0.90 Mil, including surface preparation, complete in place @ _____ _____ per each	\$ _____	\$ _____
23	529	985	L.F.	Concrete 6" curb, including surface preparation, complete in place @ _____ _____ per linear foot	\$ _____	\$ _____

\* 2014 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges

**ADDITIVE ALTERNATE #1 TOTAL AMOUNT BID**

**\$ \_\_\_\_\_**

G:\PROJECTS\21200 - JBRA LS Pavement Repairs\Civil Drawings\_Current\21200.000\_CE\_QUANTITIES & NOTES.dwg Mar 21, 2023 09:54am

ESTIMATE AND SUMMARY QUANTITY					
JBRA LAROAD PAVEMENT IMPROVEMENT PROJECT					
Jerry Ware Roadway					
ITEM NO.	TxDOT SPEC ITEM NO.*	DESCRIPTION	UNIT	TOTAL	
				ESTIMATE	FINAL
1	100	Preparing Right-Of-Way, complete in place	Ac.	4.42	
2	500	Mobilization/demobilization, complete in place	L.S.	1	
3	110	Excavation, complete in place	C.Y	1,746	
4	132	Embankment, complete in place	C.Y	1,988	
5	110	Removing existing Concrete roadway, complete in place	S.Y	5,463	
6	110	Removing existing asphalt shoulder, complete in place	S.Y	2,663	
7	496	Removing existing asphalt driveway, complete in place	S.Y	478	
8	496	Removing existing asphalt turnout, complete in place	S.Y	255	
9	496	Removing existing 12" storm sewer, complete in place	L.F.	17	
10	496	Removing existing 15" storm sewer, complete in place	L.F.	77	
11	496	Removing existing 18" storm sewer, complete in place	L.F.	339	
12	496	Removing existing 24" storm sewer, complete in place	L.F.	48	
13	496	Removing existing concrete storm inlet, complete in place	E.A.	6	
14	360	7" Reinforced Concrete Pavement, complete in place	S.Y.	6,372	
15	247	7" Compacted Limestone Shoulder, complete in place	S.Y.	1,627	
**15A	292	7" Asphalt Stab Base (GR 2)(PG 70) Shoulder, complete in place	S.Y.	1,627	
16	275	8" hydrated lime stabilized base (10%-12% DC) (In Place & Salvaged Fill), complete in place	S.Y.	8,214	
17	340	7" Reinforced concrete driveway pavement, complete in place	S.Y.	583	
18	760	Re-grade existing roadside ditches, complete in place	L.F.	2,492	
19	464	24" HDPE storm sewer, complete in place	L.F.	56	
20	464	18" HDPE storm sewer, complete in place	L.F.	230	
21	467	Precast Safety End Treatment SET. Complete in place	Ea.	24	
22	164	Hydromulch Seeding of ROW, incl. fertilizer & watering, complete in place	Ac.	4.42	
23	502	Barricades, Signs & Traffic Control, complete in place	L.S.	1	
24	506	Temp Erosion Control, complete in place	L.S.	1	
25	644	Small Sign Assemblies, complete in place	L.S.	1	
26	666	Reflect Pav. Marking Ty-II 4" Solid, White 0.90 Mil, including surface preparation, complete in place	L.F.	4,402	
27	666	Reflect Pav. Marking Ty-II 4" Solid, Yellow 0.90 Mil, including surface preparation, complete in place	L.F.	4,118	
28	666	Reflect Pav. Marking Ty-II 12" Solid, White 0.90 Mil, including surface preparation, complete in place	L.F.	180	
29	666	Reflect Pav. Marking Ty-II 24" Solid, White 0.90 Mil, including surface preparation, complete in place	L.F.	62	
* 2014 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges					
** Alternate Bid Item for Shoulder Material					

3rd Street - Segment A - Sta 0+00 to 8+50					
ITEM NO.	TxDOT SPEC ITEM NO.*	DESCRIPTION	UNIT	TOTAL	
				ESTIMATE	FINAL
1	100	Preparing Right-Of-Way, complete in place	Ac.	0.93	
2	500	Mobilization/demobilization, complete in place	L.S.	1	
3	110	Excavation, complete in place	C.Y	210	
4	132	Embankment, complete in place	C.Y	156	
5	110	Removing existing Concrete roadway, complete in place	S.Y	3,904	
6	360	7" Reinforced Concrete Pavement, complete in place	S.Y.	2,521	
7	275	8" hydrated lime stabilized base (10%-12% DC) (In Place & Salvaged Fill), complete in place	S.Y.	2,726	
8	340	7" Reinforced concrete driveway pavement, complete in place	S.Y.	379	
9	340	5" Reinforced concrete pavement, complete in place	S.Y.	68	
10	465	Concrete surface grate inlet, complete in place	Ea.	13	
11	464	24" HDPE storm sewer, complete in place	L.F.	442	
12	464	18" HDPE storm sewer, complete in place	L.F.	140	
13	464	15" HDPE storm sewer, complete in place	L.F.	332	
14	464	12" HDPE storm sewer, complete in place	L.F.	195	
15	164	Hydromulch Seeding of ROW, incl. fertilizer & watering, complete in place	Ac.	0.93	
16	502	Barricades, Signs & Traffic Control, complete in place	L.S.	1	
17	506	Temp Erosion Control, complete in place	L.S.	1	
18	644	Small Sign Assemblies, complete in place	L.S.	1	
19	666	Reflect Pav. Marking Ty-II 4" Solid, White 0.90 Mil, including surface preparation, complete in place	L.F.	1,635	
20	666	Reflect Pav. Marking Ty-II 4" Broken, Yellow 0.90 Mil, including surface preparation, complete in place	L.F.	220	
21	666	Reflect Pav. Marking Ty-II 24" Solid, White 0.90 Mil, including surface preparation, complete in place	L.F.	35	
22	666	Reflect Pav. Marking Ty-II 18" White, Tri Yield 0.90 Mil, including surface preparation, complete in place	E.A.	16	
23	529	Concrete 6" Curb, including surface preparation, complete in place	L.F.	985	
* 2014 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges					

3rd Street - Segment B - Sta 8+50 to 24+20					
ITEM NO.	TxDOT SPEC ITEM NO.*	DESCRIPTION	UNIT	TOTAL	
				ESTIMATE	FINAL
1	100	Preparing Right-Of-Way, complete in place	Ac.	2.75	
2	500	Mobilization/demobilization, complete in place	L.S.	1	
3	110	Excavation, complete in place	C.Y	400	
4	132	Embankment, complete in place	C.Y	297	
5	110	Removing existing Concrete roadway, complete in place	S.Y	9,000	
6	360	7" Reinforced Concrete Pavement, complete in place	S.Y.	4,302	
7	275	8" hydrated lime stabilized base (10%-12% DC) (In Place & Salvaged Fill), complete in place	S.Y.	4,652	
8	340	7" Reinforced concrete driveway pavement, complete in place	S.Y.	735	
9	465	Concrete surface grate inlet, complete in place	Ea.	8	
10	465	Concrete Junction Box with surface grate inlet, complete in place	Ea.	2	
11	760	Grade proposed roadside ditches, complete in place	L.F.	1,314	
12	464	24" HDPE storm sewer, complete in place	L.F.	351	
13	464	18" HDPE storm sewer, complete in place	L.F.	465	
14	464	12" HDPE storm sewer, complete in place	L.F.	36	
15	467	Precast Safety End Treatment SET. Complete in place	Ea.	9	
16	164	Hydromulch Seeding of ROW, incl. fertilizer & watering, complete in place	Ac.	2.75	
17	502	Barricades, Signs & Traffic Control, complete in place	L.S.	1	
18	506	Temp Erosion Control, complete in place	L.S.	1	
19	644	Small Sign Assemblies, complete in place	L.S.	1	
20	666	Reflect Pav. Marking Ty-II 4" Solid, White 0.90 Mil, including surface preparation, complete in place	L.F.	2,447	
21	666	Reflect Pav. Marking Ty-II 4" Broken, Yellow 0.90 Mil, including surface preparation, complete in place	L.F.	400	
22	666	Reflect Pav. Marking Ty-II 24" Solid, White 0.90 Mil, including surface preparation, complete in place	L.F.	18	
* 2014 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges					

DATE  
03-21-2023

ISSUED FOR  
Addendum #2

NO.  
1

**Fittz & Shipman**  
INC.

Consulting Engineers and Land Surveyors  
1405 Cornerstone Court    Beaumont, TX 77706  
Ph. (409) 832-7238    Fax. (409) 832-7303  
www.fitzshipman.com  
T.B.P.E. Firm #1160    T.X.L.S. Firm #100186

STATE OF TEXAS  
BERNARDINO D. TRISTAN  
117017  
PROFESSIONAL ENGINEER  
Mar 21, 2023

**JACK BROOKS**  
REGIONAL AIRPORT

FS PROJECT #  
21200.000

DATE:            Mar 21, 2023

SCALE:            N.T.S.

DRAWN BY:        J.L.H.

CHECK BY:        B.T.

FS DRAWING NAME:  
21200.000\_CE\_QUANTITIES & NOTES

QUANTITY  
TABULATIONS

C1.1

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# Certificate of Buy American Compliance for Manufactured Products

## Jack Brooks Regional Airport, Beaumont TX 77705

The Buy American Preferences under 49 U.S.C. § 50101 require that all steel and manufactured goods used in Airport Improvement Program (AIP) funded projects be produced in the United States.

49 U.S.C. § 50101(b) also prohibits fraudulent use of "Made in America" labels, "a person shall not intentionally affix a label bearing the inscription of "Made in America", or any inscription with that meaning, to any product sold or shipped in the United States, if that product is not a domestic product.

**PART 1:** If material **IS** compliant with Buy America, then fill out the boxes below:

Project Name / Number:	
Supplier Company Name:	
Supplied to: Contractor or Subcontractor Company Name:	
Materials: Bid Item No. / Bid Item Description:	Quantity:
Description of Material Manufactured in United States:	

**PART 2:** If material **IS NOT** compliant with Buy America, then fill out the two boxes below:

Description of foreign-made materials and the Country of Origin:
The Cost for the foreign-made materials (invoice cost for foreign manufactured products as delivered, including freight):

I certify under penalty of law that the steel or iron product identified on Part 1 of this form is manufactured in the United States, and complies with the requirements of 49 U.S.C. § 50101. The steel or iron product identified on Part 2 of this form or an attachment is a foreign manufactured product.

I certify that I have knowledge that submitting false statements and /or information may result in civil and criminal penalties.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Supplier's Company Name

\_\_\_\_\_  
Position/ Title





## Jefferson County Purchasing Department

*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
1<sup>st</sup> Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593

FAX: (409) 835-8456

### LEGAL NOTICE

#### Advertisement for Invitation for Bids

February 21, 2023

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 23-009/JW) **Landside Road Pavement Repairs at the Jack Brooks Regional Airport**. This project is 100% funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP Grant #37). Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

**BID NAME:** Landside Road Pavement Repairs at the Jack Brooks Regional Airport

**BID NUMBER:** IFB 23-009/JW

**DUE BY TIME/DATE:** 11:00 AM CT, Wednesday, March 29, 2023

**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, Texas 77701

There will be a Non-mandatory Pre-Bid Conference and Walk-Through at 2:00 PM CT on Tuesday, March 7, 2023, at the Airport Administration Conference Room located at 5000 Jerry Ware Blvd. Beaumont, Texas 77705. This conference will be the Bidder's only opportunity to view secured areas of the project.

The County shall require the bidder to furnish a bid security in the amount of five percent (5%) of the total contract cost. The bid bond must be executed with a surety company authorized to do business in the State of Texas. Within ten (10) days after the date of the signing of a contract, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars (\$100,000). If the contract is for one hundred thousand dollars (\$100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

Any questions relating to these bid requirements should be directed to at Jamey West, Contract Specialist at 409-835-8593 or via email at: [Jamey.West@jeffcotx.us](mailto:Jamey.West@jeffcotx.us)

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date at 409-835-8593. All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

Bidders are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

A handwritten signature in dark ink, appearing to read "Deborah Clark".

Deborah L. Clark, Purchasing Agent  
Jefferson County, Texas

#### PUBLISH:

Beaumont Enterprise & Port Arthur News:  
February 22, 2023 and March 1, 2023

The Examiner:  
January 19, 2023

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**BID SUBMISSIONS:**

One (1) Original and Two ( 2 ) Bid Copies; with all copies to include a Completed Copy of this specifications packet, drawings, and project manuals IN THEIR ENTIRETY. Drawings and project manuals -only- may be submitted as double-sided copies.

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

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. <https://www.co.jefferson.tx.us/Purchasing/>

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

## **SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT**

---

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

### **1. BIDDING.**

#### **1.1 BIDS.**

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

#### **1.2 AUTHORIZED SIGNATURES.**

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

#### **1.3 LATE BIDS.**

Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

#### **1.4 WITHDRAWAL OF BID PRIOR TO OPENING.**

- A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the Bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

#### **1.5 WITHDRAWAL OF BID AFTER OPENING.**

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

#### **1.6 BID AMOUNTS.**

Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

#### **1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.**

All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a Bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the Vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

#### **1.8 ALTERNATES.**

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

## **1.9 DESCRIPTIONS.**

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

## **1.10 BID ALTERATIONS.**

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

## **1.11 TAX EXEMPT STATUS.**

Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

## **1.12 QUANTITIES.**

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

## **1.13 BID AWARD.**

Award of contract shall be made to the most responsible, responsive Bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended.

Jefferson County reserves the right to award based upon individual line items, sections or total bid.

## **1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.**

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

## **1.15 ADDENDA.**

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

## **1.16 GENERAL BID BOND/SURETY REQUIREMENTS.**

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

## **1.17 GENERAL INSURANCE REQUIREMENTS.**

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

## **1.18 RESPONSIVENESS.**

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids

deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

#### **1.19 RESPONSIBLE STANDING OF BIDDER.**

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

#### **1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.**

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

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

#### **1.21 PUBLIC BID OPENING.**

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

### **2. PERFORMANCE.**

#### **2.1 DESIGN, STRENGTH, AND QUALITY.**

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

#### **2.2 AGE AND MANUFACTURE.**

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

#### **2.3 DELIVERY LOCATION.**

All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 am CT to 4:00 pm CT, Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

#### **2.4 DELIVERY SCHEDULE.**

Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.



## **2.5 DELIVERY CHARGES.**

All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

## **2.6 INSTALLATION CHARGES.**

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

## **2.7 OPERATING INSTRUCTIONS AND TRAINING.**

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

## **2.8 STORAGE.**

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

## **2.9 COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.**

Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

## **2.10 OSHA.**

The Bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful Bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful Bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

## **2.11 PATENTS AND COPYRIGHTS.**

The successful Vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

## **2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.**

At Jefferson County's request and direction, Bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the Bidder/Vendor.

## **2.13 ACCEPTABILITY.**

All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

## **2.14 MAINTENANCE.**

Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

## **2.15 MATERIAL SAFETY DATA SHEETS.**

Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a Bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Bidder to furnish this documentation, will be cause to reject any bid applying thereto.

## **2.16 EVALUATION.**

Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves the right to contact any Bidder, at any time, to clarify, verify or requirement information with regard to this bid.

## **3. PURCHASE ORDERS AND PAYMENT.**

### **3.1 PURCHASE ORDERS.**

A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

### **3.2 INVOICES.**

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

### **3.3 PROMPT PAYMENT.**

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

### **3.4 FUNDING.**

Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

## **4. CONTRACT.**

### **4.1 CONTRACT DEFINITION.**

The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful Bidder and Jefferson County.

#### **4.2 CHANGE ORDER.**

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

#### **4.3 PRICE RE-DETERMINATION.**

A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The Bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

#### **4.4 TERMINATION.**

Jefferson County reserves the right to terminate the contract for default if the Bidder breached any of the terms therein, including warranties of Bidder or if the Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest Bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the Bidder in default.

#### **4.5 CONFLICT OF INTEREST.**

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

#### **4.6 INTEREST BY PUBLIC OFFICIALS.**

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

#### **4.7 PRE-AWARD/CONTRACT CONTACT BETWEEN COUNTY AND VENDORS.**

**The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.**

**The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. Vendors shall not contact any Jefferson County personnel during the IFB process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

**All correspondence relating to this IFB, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this IFB shall be coordinated by the Jefferson County Purchasing Department.**

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

#### **4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.**

Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

#### **4.9 WARRANTY.**

The successful vendor shall warrant that all materials utilized in the performance of this contract 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.

#### **4.10 UNIFORM COMMERCIAL CODE.**

The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

#### **4.11 VENUE.**

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

#### **4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.**

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

#### **4.13 SILENCE OF SPECIFICATIONS.**

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

#### **5. REJECTION OR WITHDRAWAL.**

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

#### **6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.**

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during



such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s).

Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

## **7. AWARD.**

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected.

Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment.

In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

## **8. CONTRACT.**

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

## **9. WAIVER OF SUBROGATION.**

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

## **10. FISCAL FUNDING.**

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

## **11. BID RESULTS.**

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page at <https://www.co.jefferson.tx.us/Purchasing/> as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

**12. CHANGES AND ADDENDA TO BID DOCUMENTS.**

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

**13. SPECIFICATIONS.**

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid.

Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

**14. DELIVERY.**

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

**15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.**

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

**16. CURRENCY.**

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

**17. PRICING.**

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

**18. NOTICE TO PROCEED/PURCHASE ORDER.**

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

**19. CERTIFICATION.**

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

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

**20. DEFINITIONS.**

"County" – Jefferson County, Texas.

"Contractor" – The Bidder whose proposal is accepted by Jefferson County.

**21. DISADVANTAGED BUSINESS ENTERPRISES (DBEs), MINORITY/WOMEN BUSINESS ENTERPRISES (M/WBES), AND HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS)**

It is the desire of Jefferson County to increase the participation of Disadvantaged (DBE), Minority (MBE), Women-Owned (WBE), and Historically Underutilized (HUB) Business Enterprises in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

**Affirmative Steps pursuant to 2 CFR §200.321**

Good faith efforts will be taken to assure small and minority firms are used whenever possible, consistent with 49 CFR part 26. These steps and efforts include, but not limited to:

- Including qualified small business and minority firms on solicitation lists
- Assure that small businesses and minority firms are solicited whenever they are potential sources. Consultation with Airports Division, Office of Civil Rights and or State transportation offices is used.
- When economically feasible, the total requirements will be divided into tasks to permit maximum small business and DBE firm participation.
- Encourage consultants to subcontract portions of the work, even when they might otherwise perform the work with their own forces.

**For the purposes of this IFB, respondents are to provide the following information:**

- Certification of any DBEs on this project.
- Percentage of project DBEs will work on, if part of a team.
- The Bidder must clearly state that they have no DBEs on their team, if applicable. If Bidder has minority businesses as part of a team or is a minority business registered with the State of Texas but is not certified as a DBE, that information must also be clearly stated in bid response.

## SECTION 2: FEDERAL MANDATED CONTRACT PROVISIONS

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Some or all of the provisions in this section will be incorporated into a professional service agreement as a result of this solicitation.

### BREACH OF CONTRACT TERMS/REMEDIES

*Source:* 2 CFR § 200 Appendix II (A)

*Applicability:* This provision requires Jefferson County, as the Airport Sponsor, to incorporate administrative, contractual, or legal remedies if contractor/consultant violate or breach contract terms. The sponsor must also include appropriate penalties and sanctions. Language acceptable to meet the intent of this requirement will be included in contractual documents.

This requirement applies to all FEMA grant and cooperative agreement programs

*Contract Types:* This provision is required for all contracts that exceed the simplified acquisition threshold as stated in 2 CFR § 200, Appendix II (A). This threshold is occasionally adjusted for inflation and is now equal to \$150,000.

### TERMINATION OF CONTRACT (FOR CAUSE AND CONVENIENCE)

*Source:* 2 CFR § 200 Appendix II (B)

FAA Advisory Circular 150/5370-10, Section 80-09

*Applicability:* This provision requires Jefferson County, as the Airport Sponsor, to incorporate in all contracts over \$10,000, a provision that addresses termination for cause and termination for convenience, by the sponsor. The contractual provision must address the manner by which the sponsor's contract will be affected and the basis for settlement. Language acceptable to meet the intent of this requirement will be included in contractual documents.

This requirement applies to all FEMA grant and cooperative agreement programs.

*Contract Types:* This provision is required for all contracts that exceed \$10,000.

### EQUAL EMPLOYMENT OPPORTUNITY

*Source:* 2 CFR § 200 Appendix II (C)

41 CFR § 60-1.4

Executive Order 11246

41 CFR § 60-4.3

*Applicability:* The purpose of this provision is to provide equal opportunity for all persons, without regard to race, color, religion, sex, or national origin who are employed or seeking employment with contractors performing under a federally assisted construction contract. There are two provisions, a construction clause and a specification clause.

The equal opportunity contract clause must be included in any contract or subcontract when the amount exceeds \$10,000. Once the equal opportunity clause is determined to be applicable, the contract or subcontract must include the clause for the remainder of the year, regardless of the amount of the contract.

This requirement applies to all FEMA grant and cooperative agreement programs.

*Contract Types:* This provision is required for all contracts that exceed \$10,000.

*Use of Provision:* 41 CFR 60-1.4 provides the mandatory **contract** language. 41 CFR 60-4.3 provides the mandatory **specification** language. The sponsor will incorporate these clauses without modification.



*Note: Any contracts resulting from this IFB will have the requisite language as set forth in 2 CFR 200 App II, 41 CFR 60-1.4, 41 CFR 60-4.3, and Executive Order 11246.*

#### **DAVIS-BACON REQUIREMENTS**

*Source:* 2 CFR § 200 Appendix II (D)

29 CFR Part 5

*Applicability:* The Davis-Bacon Act ensures that laborers and mechanics employed under the contract receive pay no less than the locally prevailing wages and fringe benefits as determined by the Department of Labor.

*For Professional Services:* The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) includes tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds \$2,000, the PSA must incorporate this clause.

*Use of Provision:* 29 CFR 5 establishes the specific language the sponsor must use without modification. A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The sponsor may not substitute the term "Contractor" for "Consultant" in such instances.

#### **COPELAND ANTI-KICKBACK**

*Source:* 2 CFR § 200 Appendix II (D)

29 CFR Part 3 & Part 5

*Applicability:* The Copeland Act (18 USC 874 and 40 USC 3145) makes it unlawful to induce by force, intimidation, threat of dismissal from employment, or by any other manner, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week.

It DOES NOT apply to the FEMA Public Assistance Program.

*For Professional Services:* The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) includes tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds \$2,000, the PSA must incorporate the Copeland Anti-kickback provision.

*Use of Provision:* 29 CFR 5 establishes the specific language the sponsor must use without modification. A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The sponsor may not substitute the term "Contractor" for "Consultant" in such instances.

#### **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

*Source:* 2 CFR § 200 Appendix II (E)

29 CFR Part 5

40 U.S.C. § 3701-3708

*Applicability:* Contract Workhours and Safety Standards Act Requirements (CWHSSA) requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek and prohibits unsanitary, hazardous, or dangerous working conditions on federally assisted projects. The Wage and Hour division (WHD) within the U.S. Department of Labor (DOL) enforces the compensation requirements of this Act, while DOL's Occupational Safety and Health Administration (OSHA) enforces the safety and health requirements.

Jefferson County urges all contractors, regardless of funding sources for projects, to follow all applicable Federal and State labor laws.

*For Professional Services:* This provision applies to professional service agreements that exceed \$100,000 and employs laborers, mechanics, watchmen, and guards This includes members of survey crews and exploratory drilling operations.

*Use of Provision:* The following text will be included in applicable contracts without modification:

1. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$500.00 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.
3. *Withholding for unpaid wages and liquidated damages.* Jefferson County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.
4. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

## RIGHTS TO INVENTIONS

*Source:* 2 CFR § 200 Appendix II (F)

37 CFR § 401

*Applicability:* This provision applies to all contracts and subcontracts with small business forms or nonprofit organizations that include performance of *experimental, developmental, or research work*. This clause is not applicable to construction, equipment, or professional service contracts unless the contract includes *experimental, developmental, or research work*. This requirement applies to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

*Use of Provision:* When applicable, the sponsor's language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200.

## **CLEAN AIR AND WATER POLLUTION CONTROL**

*Source:* 2 CFR § 200 Appendix II (G)

29 CFR Part 5

*Applicability:* This provision is required on all contracts and lower tier contracts that exceed \$150,000.

*Use of Provision:* The following language will be included in applicable contracts:

1. Contractor agrees to comply with all applicable standards, orders, and regulations pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251-13870). The contractor agrees to report any violation to the owner immediately upon discovery. The owner assumes responsibility for notifying the EPA and the FAA.

## **DEBARMENT AND SUSPENSION**

*Source:* 2 CFR Part 180 (Subpart C)

2 CFR Part 3000

2 CFR Part 1200

DOT Order 4200.5

*Applicability:* Required in all FEMA grant and cooperative agreement programs, regardless of amount. This requirement applies to covered transactions as defined in 2 CFR part 180. AIP funded contracts are non-procurement transactions as defined by §180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agents or representative in any transaction, if the amount of the contract is expected to equal or exceed \$25,000. Jefferson County must verify that the firm or individual that is entering into a contract with is not presently suspended, excluded, or debarred by any Federal department or agency from participating in federally assisted projects. This is accomplished by:

1. Checking SAM.gov to verify the firm's or individual's status;
2. Collecting a certification from the firm or individual that is not suspended, debarred, or excluded; and
3. Incorporating a clause into the contract that requires lower tier contracts to verify that no suspended, debarred, or excluded firm or individual is included in the project.

See Paragraph above for more information on SAM.gov.

*Use of Provision:* When applicable, the sponsor's language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200.

## **LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

*Source:* 2 CFR § 200 Appendix II (J)

31 USC § 1352 – Byrd Anti-Lobbying Amendment

49 CFR Part 20, Appendix A

44 CFR Part 18

*Applicability:* This requirement applies to all FEMA grant and cooperative agreement programs. Consultants and contractors that apply or bid an award of \$100,000 or more must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or another award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

*Use of Provision:* When applicable, the sponsor's language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200 Appendix (J) and 31 USC 1352.

If applicable, contractors **must sign and submit** to Jefferson County the "Certification Regarding Lobbying" Form included in this bid specification.

#### **PROCUREMENT OF RECOVERED MATERIALS**

*Source:* 2 CFR § 200 Appendix II (J)  
40 CFR Part 247

Solid Waste Disposal Act  
2 CFR § 200.322

*Applicability:* Sponsors of AIP funded development and equipment projects must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Section 6002 emphasizes maximizing energy and resource recovery through use of affirmative procurement actions for recovered materials identified in the EPA guidelines. When acquiring items designated in the guidelines, the sponsor must procure items that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

This requirement applies to:

- All contracts awarded by a non-Federal entity under FEMA grant and cooperative agreement programs.
- All construction and equipment projects.
- Any contract, professional and property acquisition, that includes procurement of a product that exceeds \$10,000.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines website:

<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act." The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts.

*Use of Provision:* When applicable, the sponsor's language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200.

#### **ACCESS TO RECORDS AND REPORTS**

*Source:* 2 CFR § 200.333  
2 CFR § 200.336

FAA Order 5100.38

*Applicability:* 2 CFR § 200.333 requires a sponsor to retain records pertinent to a federal award for a period of three years from submission of final closure documents. 2 CFR § 200.336 establishes that sponsors must provide Federal entities the right to access records pertinent to the Federal award. FAA policy extends these requirements to the sponsor's contracts and subcontracts of AIP funded projects.

*Use of Provision:* When applicable, the sponsor's language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200. The following will be in applicable contracts:

1. The contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the local/state/federal entity providing funding for this project, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters have been resolved.
3. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.



4. The Contractor agrees to provide the FEMA Administrator or their representatives access to construction or other work sites pertaining to the work being completed under the contract.
5. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

#### **AFFIRMATIVE ACTION REQUIREMENT**

Source: 41 CFR Part 60-4

FAA Order 5100.38

Executive Order 11246

*Applicability:* Sponsors are required to set goals for minority participation in AIP funded projects exceeding \$10,000. The goals for minority participation derive from Economic Area (EA) and Standard Metropolitan Statistical Area (SMSA) as established in Volume 45 of the Federal Register dated 10/03/80. Page 65984 contains a table of all EAs and SMSAs and the associated minority participation goals.

Executive Order 11246 has set a goal of 6.9% nationally for female participation for all construction projects. This value remains constant for all counties and states.

#### **Contract Types:**

- **Construction:** The sponsor must incorporate this notice in all solicitations for bids or requests for proposals for AIP funded construction work contracts and subcontracts that exceed \$10,000.
- **Equipment:** The sponsor must incorporate this notice in all solicitations for equipment project exceeding \$10,000 that involves installation of equipment onsite (e.g. electrical vault equipment, generators). This provision does not apply to equipment acquisition projects where the manufacturer of the equipment takes place offsite at a manufacturer's plant (e.g. firefighting and vehicles).
- **Professional Services:** The sponsor must incorporate this notice in any professional service agreement if the agreement includes tasks that meet the definition of construction work, as defined by the DOL, and exceeds \$10,000.

*Use of Provision:* When applicable, the sponsor's language in the contract must fully satisfy the requirements of 41 CFR Part 60-4. The following will be in applicable contracts:

#### **SOLICITATION CLAUSE:**

##### **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

a. Goals for minority participation for each trade:	10.01 %
b. Goals for female participation in each trade:	10.01 %

These goals are applicable to all of the contractor's construction work, whether or not it is federal or federally assisted, performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR Part 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with these goals will be measured against the total work hours performed.

The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of these subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As used in this notice and in the contract resulting from this solicitation, the covered area is Texas, Jefferson County, Beaumont.

#### **BUY AMERICAN PREFERENCES**

*Source:* 49 USC § 50101

*Applicability:* the buy American preference requirement in 49 USC § 50101 requires that all still in manufactured goods used on AIP projects be produced in the United States. This statute gives the FAA the ability to issue a waiver to a sponsor to use non-domestic material on an AIP funded project subject to meeting certain conditions a sponsor may request that the FAA issue a waiver from the by American preference requirements if the FA finds that:

1. Applying the provision is not in the public interest;
2. The steel or manufactured goods are not available in sufficient quantity or quality in the United States;
3. The cost of components in subcomponents produced in the United States is more than 60% of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number, such as specific airport lighting equipment, are considered the equipment.
4. Applying this provision would increase the cost of the overall project by more than 25%.

For construction and equipment procurement projects, language, forms, and references to 49 USC § 50101 will be included in the solicitation.

Professional Service Agreements typically do not result in a deliverable that meets the definition of a manufactured product. If a PSA includes providing a manufactured good as a deliverable under the contract, the sponsor must include the Buy American Preference provision in the agreement.

*Use of Provision:* When applicable, the sponsor's language in the contract must fully satisfy the requirements of 49 USC § 50101.

#### **CIVIL RIGHTS**

Source: 49 USC § 47123

Title VI of the Civil Rights Act of 1964

FAA Order 1400.11

US DOT Order 1050.2

*Applicability:* Title VI of the Civil Rights Act of 1964, as amended, Title VI, prohibits discrimination on the grounds of race, color, or national origin under any program or activity receiving Federal financial assistance. Sponsors must include appropriate clauses from the Standard DOT Title VI Assurances in all contracts and solicitations.

The text of each individual clause comes from the U.S. DOT Order 1050.2 Standard Title VI Assurances and Nondiscrimination Provisions, effective 04/24/2013. These assurances require the sponsor insert the appropriate clauses in the form provided by the DOT. Where the clause refers to the applicable activity, project, or program, it means the AIP project.

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#### **TITLE VI SOLICITATION NOTICE**

Jefferson County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC § 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

#### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of any contract as a result of this bid, the Contractor, for itself, its assignees, and successors in interest, hereinafter referred to as the Contractor, agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964
  - 49 CFR part 21
  - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
  - Section 504 of the Rehabilitation Act of 1973
  - The Age Discrimination Act of 1975
  - Airport and Airway Improvement Act of 1982
  - The Civil Rights Restoration Act of 1987
  - Titles II and III of the Americans with Disabilities Act of 1990
  - The Federal Aviation Administration's Nondiscrimination Statute
  - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
  - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
  - Title IX of the Education Amendments of 1972
- 

#### **DISADVANTAGED BUSINESS ENTERPRISE**

Source: 49 CFR part 26

**Applicability:** A sponsor that anticipates awarding \$250,000 or more in AIP funding prime contracts in a federal fiscal year must have an approved Disadvantaged Business Enterprise (DBE) program on file with the FAA Office of Civil Rights (§26.21). The approved DBE program will identify a 3-year overall program goal that the sponsor bases on the availability of ready, willing, and able DBEs relative to all businesses ready, willing, and able to participate on the project. (§26.45).

Sponsors with a DBE program on file with the FAA must include the three following provisions, if applicable:

- Clause in all solicitations for proposals for which a contract goal has been established;
- Clause in each prime contract, and;
- Clause in solicitations that are obtaining DBE participation through race/gender neutral means.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

1. Names and addresses of the DBE firms that will participate in the contract;
2. A description of the work each DBE firm will perform;
3. Percentage/dollar amount of the participation of each DBE firm listed under 1.





*Applicability:* FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

*"This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."*

#### **NO OBLIGATION BY FEDERAL GOVERNMENTS**

The FAA and or FEMA is not a party to any transaction between the recipient and its contractor. The FAA and or FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

*Applicability:* FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

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

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

Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

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

## BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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.

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.

The Contractor Elite Contractors and Equipment LP certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

  
Signature of Contractor's Authorized Official

Breck Sauls - President  
Name and Title of Contractor's Authorized Official

3-28-2023  
Date

### REQUIRED FORM

**Bidder:** Please complete this form  
and include with bid submission.

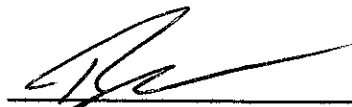
**DEBARMENT/SUSPENSION CERTIFICATION (REVISED-ADDENDUM NO. 1)**

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following (revised) websites: [www.sam.gov](http://www.sam.gov) and <https://acquisition.gov/far/index.html> see section 52.209-6.

The Contractor Elite Contractors and Equipment LTD certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.



Signature of Contractor's Authorized Official

Breck Sauls - President

Name and Title of Contractor's Authorized Official

3-28-2023

Date

**REQUIRED FORM**

**Bidder: Please complete this form  
and include with bid submission.**

## CIVIL RIGHTS COMPLIANCE PROVISIONS

### EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

**During the performance of this contract, the contractor agrees as follows:**

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:




## CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.



Signature of Contractor's Authorized Official

Breck Sauls - President

Name and Title of Contractor's Authorized Official

3-28-2023

Date

### REQUIRED FORM

**Bidder:** Please complete this form  
and include with bid submission.

### SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

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The following requirements and instructions supersede General Requirements where applicable.

#### 1. SUBMISSION OF BID.

##### Bidder is Responsible for Submitting:

One (1) Original and Two ( 2 ) Bid Copies; with all copies to include a Completed Copy of this specifications packet, drawings, and project manuals IN THEIR ENTIRETY. Drawings and project manuals -only- may be submitted as double-sided copies.

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

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

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. <https://www.co.jefferson.tx.us/Purchasing/>

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

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

Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, TX 77701

**BID PACKAGING:** Bidder shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope or box shall also include the IFB Number, IFB Name, IFB Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

**All submissions must be received by 11:00 am CT, Wednesday, March 29, 2023.**

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

Jefferson County will not accept any responsibility for bids being delivered by third party carriers.

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

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

All bid responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

**COURTHOUSE SECURITY:** All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures as currently recommended by the CDC within its facilities. Bidders are strongly urged to plan accordingly.

## COUNTY HOLIDAYS (2023):

January 16	(Monday)	Martin Luther King, Jr. Day
February 20	(Monday)	President's Day
April 7	(Friday)	Good Friday
May 29	(Monday)	Memorial Day
July 4	(Tuesday)	Independence Day
September 4	(Monday)	Labor Day
November 10	(Friday)	Veteran's Day
November 23 & 24	(Thursday & Friday)	Thanksgiving
December 25 & 26	(Monday & Tuesday)	Christmas
January 1, 2024	(Monday)	New Year's

## Submissions During Time of Inclement Weather, Disaster, or Emergency:

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

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

## **2. PRE-BID MEETING AND WALK-THROUGH.**

There will be a **Non-Mandatory Pre-Bid Meeting on Tuesday, March 7, 2023 at 2:00 pm CT**, at the Jack Brooks Regional Airport - Administration Conference Room located at 5000 Jerry Ware Blvd. Beaumont, Texas 77705. This conference will be the Bidder's only opportunity to view secured areas of the project.

## **3. QUESTIONS/DEADLINE FOR QUESTIONS.**

Questions may be emailed to Jamey West & Contract Specialist at: [Jamey.West@jeffcotx.us](mailto:Jamey.West@jeffcotx.us)

**The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Monday, March 20, 2023**

## **4. VENDOR REGISTRATION (System for Award Management).**

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

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may **initially** accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.

However, the SAM Registration must be completed (showing “active” status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

**5. FORM 1295 (Texas Ethics Commission) SUBMISSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.**

All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

**1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.**

*Vendors must enter the required information on Form 1295, and print a copy of the completed form.*

*The form will include a certification of filing that will contain a unique certification number.*

**2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department with bid submission.**

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

A sample of a completed FORM 1295 is included on **PAGE 37**.

**FORM 1295 Implementation Background:**

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

In 2017, the Texas legislature amended the law to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

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

**Question:** Will the date of birth and address provided appear on the TEC’s website when the form is filed?

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

**FORM 1295 EXEMPTIONS:**

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

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

**A completed Form 1295 is not required for:**

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



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

**BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION  
BEHIND THIS PAGE.**

- ☒ Active Registration
- ☐ Inactive Registration
- ☐ ID Assigned
- ☐ Pending ID Assignment

Expiration Date

FSD Number

Address Update

Reset

Results per page

< 1 of 1 >

25

Sort by

Expiration Date Ascending

ELITE CONTRACTORS AND EQUIPMENT LTD

Active Registration

Unique Entity ID:  
VJNJACEPW4N4

Doing Business As:  
(blank)

Purpose of Registration:  
All Awards

Expiration  
Date

Mar 6, 2024

CAGE/NCAGE:

88XX5

Physical Address:

663 COUNTY RD 601A  
KIRBYVILLE, TX 75956-3222 USA

Open Cases



Get Started

Show Workspace For  
Non-Federal Entities

Non-Federal Entities

BioPreferred Reporting

Service Contract Reporting

Filter By

Keyword

Entity

Status

☐ Work in Progress Registration

☐ Submitted Registration



**SAMPLE COMPLETED FORM 1295**

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>																																			
Complete Nos. 1 ~ 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b>  <div style="font-size: 2em; transform: rotate(-30deg); opacity: 0.5; position: absolute; top: 50%; left: 50%;">             Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a> </div>																																			
<b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business. <b>**YOUR FIRM NAME HERE**</b>																																					
<b>2</b> Name of governmental entity or state agency that is a party to the contract for which the form is being filed. <b>**JEFFERSON COUNTY, TEXAS**</b>																																					
<b>3</b> Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. <b>**BID/CONTRACT/PO NUMBER GOES HERE**</b>																																					
<b>4</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 35%;">Name of Interested Party</th> <th rowspan="2" style="width: 25%;">City, State, Country (place of business)</th> <th colspan="2" style="width: 40%;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 20%;">Controlling</th> <th style="width: 20%;">Intermediary</th> </tr> </thead> <tbody> <tr> <td colspan="2" style="padding: 5px;"> <b>**NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO**</b> </td> <td></td> <td></td> </tr> <tr><td colspan="2" style="height: 20px;"></td><td></td><td></td></tr> <tr><td colspan="2" style="height: 20px;"></td><td></td><td></td></tr> <tr><td colspan="2" style="height: 20px;"></td><td></td><td></td></tr> <tr><td colspan="2" style="height: 20px;"></td><td></td><td></td></tr> <tr><td colspan="2" style="height: 20px;"></td><td></td><td></td></tr> <tr><td colspan="2" style="height: 20px;"></td><td></td><td></td></tr> </tbody> </table>		Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary	<b>**NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO**</b>																													
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<b>5</b> Check only if there is no interested party.		<input type="checkbox"/> <b>**ONLY CHECK IF NO CONTROLLING OR INTERMEDIARY PARTY**</b>																																			
<b>6 UNSWORN DECLARATION</b> Vendor is to complete #6 - Unsworn Declaration																																					
My name is _____ and my date of birth is _____																																					
My address _____ <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> <span>(street)</span> <span>(city)</span> <span>(state)</span> <span>(zip code)</span> <span>(country)</span> </div>																																					
I declare under penalty of perjury that the foregoing is true and correct.																																					
Executed in _____ County, State of _____, on the _____ day of _____, 20____. <div style="display: flex; justify-content: flex-end; font-size: 0.8em;"> <span>(month)</span> <span>(year)</span> </div>																																					
_____ Signature of authorized agent of contracting business entity (Declarant)																																					
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>																																					

Form provided by Texas Ethics Commission

[www.ethics.state.tx.us](http://www.ethics.state.tx.us)

Revised 12/22/2017

**BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.**

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2023-999653

Date Filed:  
03/28/2023

Date Acknowledged:

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

Elite Contractors and Equipment LTD  
Kirbyville, TX United States

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

Jefferson County Texas

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

IFB 23-009/JW  
Road Repair

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

5 Check only if there is NO Interested Party.



### 6 UNSWORN DECLARATION

My name is Breck Sauls, and my date of birth is 09/02/1973.

My address is 663 CR 601A, Kirbyville, TX, 75956, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Jasper County, State of Texas, on the 28 day of March, 2023.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)

### SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)

---

**6. MULTIPLE VENDOR AWARD.**

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

**7. DELIVERY.**

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

**8. PAYMENT.**

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

**Invoices shall be submitted to:**

Jefferson County Auditing Department  
Attention: Accounts Payable  
1149 Pearl Street, 7<sup>th</sup> floor  
Beaumont, TX 77701.

**9. USAGE REPORTS.**

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

**10. INSURANCE.**

The contractor (including any and all subcontractors as defined in Section 11.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

**Minimum Insurance Requirements:**

<b>Public Liability, including Products &amp; Completed Operations</b>	<b>\$1,000,000</b>
<b>Excess Liability</b>	<b>\$1,000,000</b>



**Property Insurance (policy below that is applicable to this project):**

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

**Workers' Compensation**

Statutory Coverage (See Section 9 Below)

**11. WORKERS' COMPENSATION INSURANCE**

**11.1 Definitions:**

**11.1.1 Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

**11.1.2 Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

**11.1.3 Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

**11.2** The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

**11.3** The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 10 above.

**11.4** If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

**11.5** The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

**11.5.1** A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

**11.5.2** No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

**11.6** The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

**11.7** The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

**11.8** The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- 11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 11.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - 11.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - 11.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - 11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
    - 11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
    - 11.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
  - 11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - 11.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - 11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 11.1. – 11.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 11.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 11.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

**BIDDER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.**

Note: For bid purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Bidder(s) prior to the issuance of a Purchase Order.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Texas First Insurance 7900 Emmett F. Lowry Expy  Texas City TX 77591	<b>CONTACT NAME:</b> Gloria Summers CIC <b>PHONE (A/C, No, Ext):</b> (409) 934-8000 <b>FAX (A/C, No):</b> (409) 935-1883 <b>E-MAIL ADDRESS:</b> gloria.summers@texasfirstinsurance.com
<b>INSURED</b> Elite Contractors & Equipment, LTD 663 CR 601A  Kirbyville TX 75956	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> BITCO General Insurance Corp <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:** CL2281237721**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CLP3720495	08/15/2022	08/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAP3720492	08/15/2022	08/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 OCCUR CLAIMS-MADE			CUP2822483	08/15/2022	08/15/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ PER STATUTE OTH-ER
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N	N/A		WC3720491	08/15/2022	08/15/2023	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment			CLP3720495	08/15/2022	08/15/2023	Any One Item \$275,000 Aggregate Limit \$550,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

The General Liability and Auto policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder and the General Liability, Auto, and Workers Compensation policies include a blanket automatic waiver of subrogation endorsement that provides waiver of subrogation wording to the certificate holder. These endorsements, to the extent provided in the policy, all apply when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability policy will pay for a covered loss on a primary basis and the Company will not seek contribution from the Certificate Holder for such loss. Umbrella policy follows form.

**CERTIFICATE HOLDER****CANCELLATION**City of Beaumont  
P.O. Box 3827

Beaumont

TX 77704-3827

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**BIDDER: INSERT BID SURETY BEHIND THIS PAGE.**

# AIA Document A310™ - 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)  
Elite Contractors and Equipment, LTD

663 CR 601A

Kirbyville, TX 75956

**OWNER:**

(Name, legal status and address)  
Jefferson County Purchasing Department  
1149 Pearl St., 1st Floor  
Beaumont, TX 77701

**BOND AMOUNT:** Five Percent (5%) of Total Amount Bid

**PROJECT:**

(Name, location or address, and Project number, if any)

Landside Road Pavement Repairs at the Jack Brooks Regional Airport - Bid No. IFB 23-009/JW

**SURETY:**

(Name, legal status and principal place  
of business)

American Alternative Insurance Corporation  
555 College Road East  
Princeton, NJ 08543

This document has important legal  
consequences. Consultation with  
an attorney is encouraged with  
respect to its completion or  
modification.

Any singular reference to  
Contractor, Surety, Owner or  
other party shall be considered  
plural where applicable.

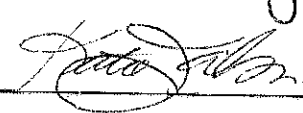
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 29th day of March 2023

  
(Witness)

  
(Witness)

Elite Contractors and Equipment, LTD

(Principal)

(Title)

American Alternative Insurance Corporation

(Surety)

(Title)

Garrett Turner, Attorney-in-Fact

Init.

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001110

**CERTIFIED COPY****POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

**Meghann Catherine Turner; Mary Catherine Turner; and Garrett Turner**

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars (\$100,000,000)**. Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary. This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24<sup>th</sup> day of September, 2021.



By:

*Michael G. Kerner*  
**Michael G. Kerner**  
 President

Attest:

*Ignacio Rivera*  
**Ignacio Rivera**  
 Deputy General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF SOMERSET

The foregoing instrument was acknowledged before me by means of online notarization this 24<sup>th</sup> day of September, 2021, by Michael G. Kerner and Ignacio Rivera, who are personally known to me.



*Jillian Sanfilippo*  
**Jillian Sanfilippo**, Notary Public  
 State of New Jersey  
 My Commission Expires February 8, 2026

**SECRETARY'S CERTIFICATE**

The undersigned, Ignacio Rivera, hereby certifies:

1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.

4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 29th day of March, 2023.



AMERICAN ALTERNATIVE INSURANCE CORPORATION

*Ignacio Rivera*  
**Ignacio Rivera** (Sep 24, 2021 16:04 EDT)

Ignacio Rivera  
 Deputy General Counsel & Secretary

TRS-1001-1

## BIDDER INFORMATION FORM

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

**Bid Number & Name:** Invitation for Bid (IFB 23-009/JW)

Landside Road Pavement Repairs at the Jack Brooks Regional Airport

**Bidder's Company/Business Name:** Elite Contractors and Equipment LTD

**Bidder's TAX ID Number:** [REDACTED]

**If Applicable:** HUB Vendor No. \_\_\_\_\_ DBE Vendor No. \_\_\_\_\_

**Contact Person:** Breck Saults **Title:** President

**Phone Number (with area code):** 409-880-5258

**Alternate Phone Number if available (with area code):** 409-622-5608

**Fax Number (with area code):** \_\_\_\_\_

**Email Address:** breck@elite-eqn.com

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

663 CR 601A

Address

Kirbyville, TX 75956

City, State, Zip Code

### REQUIRED FORM

**Bidder:** Please complete this form  
and include with bid submission.



**BIDDER: INSERT ALL ADDENDA BEHIND THIS PAGE.**  
**PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.**



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
1<sup>st</sup> Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593  
FAX: (409) 835-8456

**Addendum to IFB**

**IFB NUMBER:** IFB 23-009/JW  
**IFB TITLE:** LANDSIDE ROAD PAVEMENT REPAIRS AT THE JACK BROOKS REGIONAL AIRPORT  
**IFB DUE BY:** 11:00 AM CT, WEDNESDAY, MARCH 29, 2023  
**ADDENDUM NO.:** 1  
**ISSUED (DATE):** MARCH 13, 2023

**To Bidder:** This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed bids to have been proffered in recognition and consideration of the entire IFB Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed bid submission.** If the bid submission has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and IFB Opening Date and Time, as stated above.

**Reason for Issuance of this Addendum:**

**CLARIFICATIONS, REVISIONS TO BID SPECIFICATIONS (PAGES 26, 43)**

**The information included herein is hereby incorporated into the documents of this present bid matter and supersedes any conflicting documents or portion thereof previously issued.**

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

**ATTEST:**

Witness

Witness

Authorized Signature (Respondent)

Title of Person Signing Above

Typed Name of Business or Individual

Approved by BS Date: 3-13-23

Address

## **CLARIFICATIONS**

---

**Question:** Does the Testing firm have to be a TxDOT pre-certified material testing lab?

**Answer:** We will follow all the state and ASTM testing methods and procedures. However, the testing lab does not have to be TxDOT pre-certified lab.

**Question:** Will the material testing be paid by the Owner or Contractor?

**Answer:** The testing results will be reviewed and documented by the Owner and Engineer. However, the Contractor will schedule, direct, and pay for the 3<sup>rd</sup> Party material testing firm. Include all expenses under the various bid items of the project.

**DEBARMENT/SUSPENSION CERTIFICATION (REVISED-ADDENDUM NO. 1)**

---

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following **(revised)** websites: [www.sam.gov](http://www.sam.gov) and <https://acquisition.gov/far/index.html> see section 52.209-6.

The Contractor \_\_\_\_\_ certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**REQUIRED FORM**

**Bidder: Please complete this form  
and include with bid submission.**



**PLEASE NOTE: Bid Award is subject to grant funding for this project. The County may choose to award all or in partial the projects listed on this bid form.**

We have examined the site of the Work and the nature and kind of work to be performed and have informed ourselves of all local conditions and other things that might affect the cost or difficulty of performing the Work, and we represent and warrant that we have experience in the use of materials and methods of performance specified, and that we can and will do the Work and construct the improvements with the specified materials as contemplated and indicated by the Drawings and Specifications.

Upon receipt of notice of acceptance of our bid, we agree to execute the Contract within 10 (ten) days after such notice, begin work on or before the date of commencement of the Work established in the Notice to Proceed, and to complete the Work within 270 calendar days.

We have visited and examined the site of the Work and the nature and kind of work to be performed and have informed ourselves of all local conditions and other things that might affect the cost or difficulty of performing the Work, and we represent and warrant that we have experience in the use of materials and methods of performance specified, and that we can and will do the Work and construct the improvements with the specified materials as contemplated and indicated by the drawings and specifications.

**LIQUIDATED DAMAGES FOR DELAYS:**

It is understood and agreed between the parties that time is of the essence of this contract, and in case the Contractor shall fail to fully, entirely, and in conformity with the provisions of this contract, perform and complete said work within the time stated in the proposal with such allowances as herein before provided or within such further time as he may be allowed by the Owner, the Architect shall compute the number of days of delinquency in said final and entire completion. It is hereby acknowledged by the Contractor that such delinquency caused additional overhead costs and expenses to the Owner.

It is hereby agreed between both parties to this contract that the amount of said damages are hereby ascertained and liquidated at the greater of FIVE HUNDRED DOLLARS (\$500.00) per day of delay, or the actual measurable damages to the Owner including penalties, or other fees which may be charged to the Owner for failure to meet the time requirements. The Contractor hereby agrees to pay the stated sum to the Owner for each and every day of delinquency.



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
1<sup>st</sup> Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593  
FAX: (409) 835-8456

**Addendum to IFB**

**IFB NUMBER:** IFB 23-009/JW  
**IFB TITLE:** LANDSIDE ROAD PAVEMENT REPAIRS  
AT JACK BROOKS REGIONAL AIRPORT  
**IFB DUE BY:** 11:00 AM CT, WEDNESDAY, MARCH 29, 2023  
**ADDENDUM NO.:** 2  
**ISSUED (DATE):** MARCH 22, 2023

**To Bidder:** This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed bids to have been proffered in recognition and consideration of the entire IFB Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed bid submission.** If the bid submission has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and IFB Opening Date and Time, as stated above.

**Reason for Issuance of this Addendum:**

- CLARIFICATIONS
- REVISED BID FORM PAGE (PAGE 53/D10)
- ADDITIONAL FORM (TO COMPLETE & SUBMIT): BUY AMERICAN CERTIFICATE

**The information included herein is hereby incorporated into the documents of this present bid matter and supersedes any conflicting documents or portion thereof previously issued.**

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

**ATTEST:**

Handwritten signature of Sharon Sauls.

Witness

Handwritten signature of Sharon Sauls.

Witness

Handwritten signature of the authorized signatory.

Authorized Signature (Respondent)

Handwritten signature of the Project Manager.

Title of Person Signing Above

Handwritten signature of Elite Contractors and Equipment LLC.

Typed Name of Business or Individual

Approved by Date: 3-22-23

663 CR Loop A Kirbyville, TX 75956  
Address



## JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
1<sup>st</sup> Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593

FAX: (409) 835-8456

### CLARIFICATIONS:

**QUESTION:** We have looked over the plans and cannot find where the size for each sign is to be, also what size the post is to be (schedule 40 or 80)?

**ANSWER:** Custom directional signs shall be manufactured as required according to sign layouts. Shop drawings for sign prior to fabrication will be reviewed and approved for erection on site. Mounting post for signs shall be Schedule 80 post.

**QUESTION:** Proposed curb called for on 3<sup>rd</sup> street stations 0+80—7+80. Can a quantity and bid item be added for this?

**ANSWER:** See revised bid item #23, Remove and replace sheet Bid Sheet D10. Remove and replace Drawing C1.1, dated 03-21-2023

**QUESTION:** Do we have any kind of estimate for the bond?

**ANSWER:** To maintain a competitive bidding process, the County does not release Engineer Estimates for projects.

**QUESTION:** Jerry Ware Phase 1 construction section plan sheet C10.1 calls for proposed 2" asphalt overlay. Can a Bid Item be added for the overlay paid for by the TON? The inconsistency of existing shoulder would make it difficult to calculate tonnage by area and laying just proposed depth may make for a very poor ride.

**ANSWER:** Temporary asphalt paving of existing shoulder as required during Phase I traffic flow. Existing shoulder has asphalt surface but will need additional asphalt patching in certain areas to maintain traffic flow throughout the phase, as required.

**QUESTION:** Hydrated Lime is called for in the Bid Items. This will be extremely dusty for the Airport / businesses. Would EOR consider changing bid items to slurry lime?

**ANSWER:** Hydrated Lime can be applied as Lime Slurry at the depth and rate specified by the Geotechnical Report.

**QUESTION:** The 3rd Street Plan Sheet C 7.6 & C7.7 calls out for a proposed Conc Ramps. Are these Curb Ramps? If so what Types?

**ANSWER:** Curb Ramps Type 7.

**QUESTION:** Is the HDPE culvert pipe common ASTM F2648 pipe or AASHTO M294 pipe? Is it soil-tight or water-tight?

**ANSWER:** AASHTO M294/M252 SMOOTH INTERIOR WALL, CORRUGATED EXTERIOR WALL, HIGH DENSITY POLYETHYLENE (HDPE) PIPE ADS N-12 WT OR EQUAL. WITH LOCKING PUSH ON JOINTS AND WITH WATER TIGHT GASKETS MEETING ASTM F477. HDPE PIPE TO BE INSTALLED AS SHOWN IN PLANS AND ACCORDING TO MANUFACTURERS RECOMMENDATIONS.



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
1<sup>st</sup> Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593  
FAX: (409) 835-8456

**CLARIFICATIONS (CONTINUED):**

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**QUESTION:** Is the RCP CL III or CL IV? Is tongue and groove with mastic okay or does it need to be gasketed RCP?

**ANSWER:** Optional: ASTM C-76 CLASS III REINFORCED CONCRETE PIPE. CONNECTIONS BETWEEN PIPE SHALL BE MADE WITH "RAM-NEK" OR EQUIVALENT APPROVED JOINTING MATERIAL.

**QUESTION:** Bid item #21 on the base bid calls out (24) concrete SETS, but I have only found (19) total; two at 12", eleven at 18" and six at 24". Where are the other five SETs.

**ANSWER:** The 18" pipes with double barrels counts each S.E.T., i.e. two each end.

**QUESTION:** It is my assumption that base bid item 15A would replace item 15. Should bid item 15A be removed from the base bid and be shown as separate additive alternate or supplemental item? It could swing a bid one way or the other if it is included in the base bid and will likely never be used since it will be significantly more expensive.

**ANSWER:** Base bid summation will include Bid item 15 only. Provide a cost for Bid Item 15A to be evaluated as optional alternative.

**QUESTION:** The plans call for demolition of rock drives, concrete drives, sidewalks, and wheel stops. Should there be bid items to cover this work or is it subsidiary to the various bid items? Please clarify.

**ANSWER:** All demolition features shall be included into the various bid items specified, and all work shall be subsidiary to the bid items listed.





**ADDITIVE ALTERNATE #1 BID ITEMS – 3rd Street Segment A**

Item No.	TxDOT Item No	Est. Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Amount
20	666	220	L.F.	Reflect Pav. Marking Ty-II 4" Broken, Yellow 0.90 Mil, including surface preparation, complete in place @ _____ _____ per linear foot	\$ _____	\$ _____
21	666	35	L.F.	Reflect Pav. Marking Ty-II 24" Solid, White 0.90 Mil, including surface preparation, complete in place @ _____ _____ per linear foot	\$ _____	\$ _____
22	666	16	E.A.	Reflect Pav. Marking Ty-II 18" White, Tri Yield 0.90 Mil, including surface preparation, complete in place @ _____ _____ per each	\$ _____	\$ _____
23	529	985	L.F.	Concrete 6" curb, including surface preparation, complete in place @ _____ _____ per linear foot	\$ _____	\$ _____

\* 2014 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges

**ADDITIVE ALTERNATE #1 TOTAL AMOUNT BID**

\$ \_\_\_\_\_

DATE 201-0022	NAME RIMMEL, JON	NO.	ADDRESS 1	NO.	ADDRESS 1	NO.	ADDRESS 1	NO.	ADDRESS 1
<b>Fittz &amp; Shipman, INC.</b> Consulting Engineers and Land Surveyors 10000 Highway 100, Suite 200 Dallas, Texas 75243 Telephone (214) 343-1234 Telex 730000 Fittz & Shipman FAX (214) 343-1234									
 Department of Defense Washington, D.C. 20301 10000 Highway 100, Suite 200 Dallas, Texas 75243									
<b>JACK BROOKS</b> REGIONAL AIRPORT 									
FS PROJECT # 210201-0000									
DATE: Nov 21, 1993 SCALE: N.T.S. DRAWING BY: JLB CHECKED BY: JLB									
FS DRAWING NAME: PROBLEM OF ADJACENT LOTS									
QUANTITY TABULATIONS									
<b>C1.1</b> THE INFORMATION CONTAINED HEREIN IS UNCLASSIFIED									

# Certificate of Buy American Compliance for Manufactured Products

## Jack Brooks Regional Airport, Beaumont TX 77705

The Buy American Preferences under 49 U.S.C. § 50101 require that all steel and manufactured goods used in Airport Improvement Program (AIP) funded projects be produced in the United States.

49 U.S.C. § 50101(b) also prohibits fraudulent use of "Made in America" labels, "a person shall not intentionally affix a label bearing the inscription of "Made in America", or any inscription with that meaning, to any product sold or shipped in the United States, if that product is not a domestic product.

**PART 1:** If material **IS** compliant with Buy America, then fill out the boxes below:

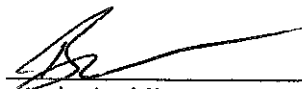
Project Name / Number:	
Supplier Company Name:	
Supplied to: Contractor or Subcontractor Company Name:	
Materials: Bld Item No. / Bld Item Description:	Quantity:
Description of Material Manufactured in United States:	

**PART 2:** If material **IS NOT** compliant with Buy America, then fill out the two boxes below:

Description of foreign-made materials and the Country of Origin:
The Cost for the foreign-made materials (invoice cost for foreign manufactured products as delivered, including freight):

I certify under penalty of law that the steel or iron product identified on Part 1 of this form is manufactured in the United States, and complies with the requirements of 49 U.S.C. § 50101. The steel or iron product identified on Part 2 of this form or an attachment is a foreign manufactured product.

I certify that I have knowledge that submitting false statements and /or information may result in civil and criminal penalties.

  
\_\_\_\_\_  
Authorized Signature  
Breck Sawls  
\_\_\_\_\_  
Printed Name  
President  
\_\_\_\_\_  
Position/ Title

3-08-2023  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Supplier's Company Name

**PLEASE NOTE: Bid Award is subject to grant funding for this project. The County may choose to award all or in partial the projects listed on this bid form.**

We have examined the site of the Work and the nature and kind of work to be performed and have informed ourselves of all local conditions and other things that might affect the cost or difficulty of performing the Work, and we represent and warrant that we have experience in the use of materials and methods of performance specified, and that we can and will do the Work and construct the improvements with the specified materials as contemplated and indicated by the Drawings and Specifications.

Upon receipt of notice of acceptance of our bid, we agree to execute the Contract within 10 (ten) days after such notice, begin work on or before the date of commencement of the Work established in the Notice to Proceed, and to complete the Work within 270 calendar days.

We have visited and examined the site of the Work and the nature and kind of work to be performed and have informed ourselves of all local conditions and other things that might affect the cost or difficulty of performing the Work, and we represent and warrant that we have experience in the use of materials and methods of performance specified, and that we can and will do the Work and construct the improvements with the specified materials as contemplated and indicated by the drawings and specifications.

**LIQUIDATED DAMAGES FOR DELAYS:**

It is understood and agreed between the parties that time is of the essence of this contract, and in case the Contractor shall fail to fully, entirely, and in conformity with the provisions of this contract, perform and complete said work within the time stated in the proposal with such allowances as herein before provided or within such further time as he may be allowed by the Owner, the Architect shall compute the number of days of delinquency in said final and entire completion. It is hereby acknowledged by the Contractor that such delinquency caused additional overhead costs and expenses to the Owner.

It is hereby agreed between both parties to this contract that the amount of said damages are hereby ascertained and liquidated at the greater of FIVE HUNDRED DOLLARS (\$500.00) per day of delay, or the actual measurable damages to the Owner including penalties, or other fees which may be charged to the Owner for failure to meet the time requirements. The Contractor hereby agrees to pay the stated sum to the Owner for each and every day of delinquency.



# BID SCHEDULE

## BASE BID ITEMS - Jerry Ware Road

Item No.	TxDOT Item No	Est. Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Amount
01	100	4.42	Ac.	Preparing Right-Of-Way, complete in place @ <u>Five hundred dollars</u> <u>and zero cents</u> per Acre	\$ <u>500.00</u>	\$ <u>2,212.00</u>
02	500	1	L.S.	Mobilization/demobilization, complete in place @ <u>One hundred fifteen thousand</u> <u>dollars and zero cents</u> per lump sum	\$ <u>115,000.00</u>	\$ <u>115,000.00</u>
03	110	1,746	C.Y.	Excavation, complete in place @ <u>Ten dollars and</u> <u>zero cents</u> per cubic yard	\$ <u>10.00</u>	\$ <u>17,460.00</u>
04	132	1,988	C.Y.	Embankment, complete in place @ <u>Twenty dollars and</u> <u>zero cents</u> per cubic yard	\$ <u>20.00</u>	\$ <u>39,760.00</u>
05	110	5,463	S.Y.	Removing existing Concrete roadway, complete in place @ <u>Twelve dollars</u> <u>and zero cents</u> per square yard	\$ <u>12.00</u>	\$ <u>65,556.00</u>
06	110	2,663	S.Y.	Removing existing asphalt shoulder, complete in place @ <u>Six dollars and</u> <u>zero cents</u> per square yard	\$ <u>6.00</u>	\$ <u>15,978.00</u>

D1

# **BASE BID ITEMS – Jerry Ware Road**

Item No.	TxDOT Item No	Est. Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Amount
07	110	478	S.Y	Removing existing asphalt driveway, complete in place @ <u>Twenty dollars and zero cents</u> per square yard	\$ <u>20.00</u>	\$ <u>9,560.00</u>
08	110	255	S.Y	Removing existing asphalt turnout, complete in place @ <u>Six dollars and zero cents</u> per square yard	\$ <u>6.00</u>	\$ <u>1,530.00</u>
09	496	17	L.F.	Removing existing 12" storm sewer, complete in place @ <u>Fifteen dollars and zero cents</u> per linear foot	\$ <u>15.00</u>	\$ <u>255.00</u>
10	496	77	L.F.	Removing existing 15" storm sewer, complete in place @ <u>Fifteen dollars and zero cents</u> per linear foot	\$ <u>15.00</u>	\$ <u>1,155.00</u>
11	496	339	L.F.	Removing existing 18" storm sewer, complete in place @ <u>Fifteen dollars and zero cents</u> per linear foot	\$ <u>15.00</u>	\$ <u>5,085.00</u>
12	496	48	L.F.	Removing existing 24" storm sewer, complete in place @ <u>Fifteen dollars and zero cents</u> per linear foot	\$ <u>15.00</u>	\$ <u>720.00</u>
13	496	6	E.A.	Removing existing concrete storm inlet, complete in place @ <u>Six hundred fifty dollars and zero cents</u> per <u>Each</u>	\$ <u>650.00</u>	\$ <u>3,900.00</u>

# **BASE BID ITEMS – Jerry Ware Road**

Item No.	TxDOT Item No	Est. Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Amount
14	360	6,372	S.Y.	7" Reinforced Concrete Pavement, complete in place @ <u>Eighty dollars and zero cents</u> per square yard	\$ <u>80.00</u>	\$ <u>509,760.00</u>
15	247	1,627	S.Y.	7" Compacted Limestone Shoulder, complete in place @ <u>Forty dollars and zero cents</u> per square yard	\$ <u>40.00</u>	\$ <u>65,080.00</u>
15 A	292	1,627	S.Y.	Alternate Item: 7" Asphalt Stab Base (GR 2)(PG 70) Shoulder, complete in place @ <u>Eighty dollars and zero cents</u> per square yard	\$ <u>80.00</u>	\$ <u>130,160.00</u>
16	260	8,214	S.Y.	8" hydrated lime stabilized base (10%-12% DC) (In Place & Salvaged Fill), complete in place @ <u>Twenty two dollars and zero cents</u> per square yard	\$ <u>22.00</u>	\$ <u>180,708.00</u>
17	360	583	S.Y.	7" Reinforced concrete driveway pavement, complete in place @ <u>Eighty dollars and zero cents</u> per square yard	\$ <u>80.00</u>	\$ <u>46,640.00</u>
18	760	2,492	L.F.	Re-grade existing roadside ditches, complete in place @ <u>Twelve dollars and zero cents</u> per linear foot	\$ <u>12.00</u>	\$ <u>29,904.00</u>

D3

# **BASE BID ITEMS – Jerry Ware Road**

Item No.	TxDOT Item No	Est. Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Amount
19	464	56	L.F.	24" HDPE storm sewer, complete in place @ <u>Seventy five dollars</u> <u>and zero cents</u> per linear foot	\$ <u>75.00</u>	\$ <u>4,200.00</u>
20	464	230	L.F.	18" HDPE storm sewer, complete in place @ <u>Sixty five dollars</u> <u>and zero cents</u> per linear foot	\$ <u>65.00</u>	\$ <u>14,950.00</u>
21	467	24	Ea.	Precast Safety End Treatment SET. Complete in place @ <u>One thousand four hundred</u> <u>fifty dollars and zero cents</u> per each	\$ <u>1,450.00</u>	\$ <u>34,800.00</u>
22	164	4.42	Ac.	Hydromulch Seeding of ROW, incl. fertilizer & watering, complete in place @ <u>Five hundred dollars</u> <u>and zero cents</u> per Acre	\$ <u>500.00</u>	\$ <u>2,210.00</u>
23	502	1	L.S.	Barricades, Signs & Traffic Control, complete in place @ <u>Twenty thousand dollars</u> <u>and zero cents</u> per lump sum	\$ <u>20,000.00</u>	\$ <u>20,000.00</u>
24	506	1	L.S.	Temp Erosion Control, complete in place @ <u>Twenty thousand dollars</u> <u>and zero cents</u> per lump sum	\$ <u>20,000.00</u>	\$ <u>20,000.00</u>
25	644	1	L.S.	Small Sign Assemblies, complete in place @ <u>Twenty five thousand</u> <u>dollars and zero cents</u> per lump sum	\$ <u>25,000.00</u>	\$ <u>25,000.00</u>

D4

# **BASE BID ITEMS – Jerry Ware Road**

Item No.	TxDOT Item No	Est. Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Amount
26	666	4,402	L.F.	Reflect Pav. Marking Ty-II 4" Solid, White 0.90 Mil, including surface preparation, complete in place @ <u>Four dollars and zero cents</u> per linear foot	\$ <u>4.00</u>	\$ <u>17,608.00</u>
27	666	4,118	L.F.	Reflect Pav. Marking Ty-II 4" Solid, Yellow 0.90 Mil, including surface preparation, complete in place @ <u>Four dollars and zero cents</u> per linear foot	\$ <u>4.00</u>	\$ <u>16,472.00</u>
28	666	180	L.F.	Reflect Pav. Marking Ty-II 12" Solid, White 0.90 Mil, including surface preparation, complete in place @ <u>Twenty dollars and zero cents</u> per linear foot	\$ <u>20.00</u>	\$ <u>3,600.00</u>
29	666	62	L.F.	Reflect Pav. Marking Ty-II 24" Solid, White 0.90 Mil, including surface preparation, complete in place @ <u>Fifty dollars and zero cents</u> per linear foot	\$ <u>50.00</u>	\$ <u>3,100.00</u>

\* 2014 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges

**TOTAL AMOUNT BID**

\$ 1,272,201.00



Section D

One million Two hundred Seventy two thousand two hundred one dollars and zero cents  
(Total Base Contract Price-Written) and /100 Dollars

Total number of Calendar days to complete: 270

QUANTITIES OF WORK:

The quantities of work or material stated in unit price items of the Bid are supplied only to give an indication of the general scope of Work; the Owner does not expressly or by implication agree that the actual amount of work or material will correspond therewith, and reserves the right afterward to increase or decrease the quantity of any unit price item of the Work by any amount up to and including twenty percent (20%) of any Bid Item, without a change in the unit price, and shall have the right to delete any Bid Item in its entirety, or to add additional Bid Items up to and including an aggregate total amount not to exceed twenty percent (20%) of the Contract Price.

Bid Submitted by: Elite Contractors and Equipment, LTD Contractor

Represented by: Breck Sands  
President Title

Bid Prepared by: TJ Pilgrim Estimator  
[Signature] Estimator

# BID SCHEDULE

## ADDITIVE ALTERNATE #1 BID ITEMS - 3rd Street Segment A

Item No.	TxDOT Item No	Est. Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Amount
01	100	0.930	Ac.	Preparing Right-Of-Way, complete in place @ <u>Five hundred dollars and zero cents</u> per Acre	\$ <u>500.00</u>	\$ <u>465.00</u>
02	500	1	L.S.	Mobilization/demobilization, complete in place @ <u>Ten thousand dollars and zero cents</u> per lump sum	\$ <u>10,000.00</u>	\$ <u>10,000.00</u>
03	110	210	C.Y	Excavation, complete in place @ <u>Ten dollars and zero cents</u> per cubic yard	\$ <u>10.00</u>	\$ <u>2,100.00</u>
04	132	156	C.Y	Embankment, complete in place @ <u>Twenty dollars and zero cents</u> per cubic yard	\$ <u>20.00</u>	\$ <u>3,120.00</u>
05	110	3,904	S.Y	Removing existing Concrete roadway, complete in place @ <u>Twelve dollars and zero cents</u> per square yard	\$ <u>12.00</u>	\$ <u>46,848.00</u>
06	360	2,521	S.Y.	7" Reinforced Concrete Pavement, complete in place @ <u>Eighty dollars and zero cents</u> per square yard	\$ <u>80.00</u>	\$ <u>201,680.00</u>

# ADDITIVE ALTERNATE #1 BID ITEMS - 3rd Street Segment A

Item No.	TxDOT Item No	Est. Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Amount
07	260	2,726	S.Y.	8" hydrated lime stabilized base (10%-12% DC) (In Place & Salvaged Fill), complete in place @ <u>Twenty two dollars and zero cents</u> per square yard	\$ <u>22.00</u>	\$ <u>59,972.00</u>
08	360	379	S.Y.	7" Reinforced concrete driveway pavement, complete in place @ <u>Eighty dollars and zero cents</u> per square yard	\$ <u>80.00</u>	\$ <u>30,320.00</u>
09	360	68	S.Y.	5" Reinforced Concrete Pavement, complete in place @ <u>One hundred fifty dollars and zero cents</u> per square yard	\$ <u>150.00</u>	\$ <u>10,200.00</u>
10	465	13	Ea.	Concrete surface grate inlet, complete in place @ <u>Five thousand eight hundred dollars and zero cents</u> per each	\$ <u>5,800.00</u>	\$ <u>75,400.00</u>
11	464	442	L.F.	24" HDPE storm sewer, complete in place @ <u>Seventy five dollars and zero cents</u> per linear foot	\$ <u>75.00</u>	\$ <u>33,150.00</u>
12	464	140	L.F.	18" HDPE storm sewer, complete in place @ <u>Seventy five dollars and zero cents</u> per linear foot	\$ <u>75.00</u>	\$ <u>10,500.00</u>
13	464	332	L.F.	15" HDPE storm sewer, complete in place @ <u>Fifty five dollars and zero cents</u> per linear foot	\$ <u>55.00</u>	\$ <u>18,260.00</u>

D8

# ADDITIVE ALTERNATE #1 BID ITEMS – 3rd Street Segment A

Item No.	TxDOT Item No	Est. Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Amount
14	464	195	L.F.	12" HDPE storm sewer, complete in place @ <u>Seventy dollars and zero cents</u> per linear foot	\$ <u>70.00</u>	\$ <u>13,650.00</u>
15	164	0.93	Ac.	Hydromulch Seeding of ROW, incl. fertilizer & watering, complete in place @ <u>Five hundred dollars and zero cents</u> per Acre	\$ <u>500.00</u>	\$ <u>465.00</u>
16	502	1	L.S.	Barricades, Signs & Traffic Control, complete in place @ <u>Twenty thousand dollars and zero cents</u> per lump sum	\$ <u>20,000.00</u>	\$ <u>20,000.00</u>
17	506	1	L.S.	Temp Erosion Control, complete in place @ <u>Ten thousand dollars and zero cents</u> per lump sum	\$ <u>10,000.00</u>	\$ <u>10,000.00</u>
18	644	1	L.S.	Small Sign Assemblies, complete in place @ <u>Ten thousand dollars and zero cents</u> per lump sum	\$ <u>10,000.00</u>	\$ <u>10,000.00</u>
19	666	1,635	L.F.	Reflect Pav. Marking Ty-II 4" Solid, White 0.90 Mil, including surface preparation, complete in place @ <u>Four dollars and zero cents</u> per linear foot	\$ <u>4.00</u>	\$ <u>6,540.00</u>

**ADDITIVE ALTERNATE #1 BID ITEMS - 3rd Street Segment A**

Item No.	TxDOT Item No	Est. Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Amount
20	666	220	L.F.	Reflect Pav. Marking Ty-II 4" Broken, Yellow 0.90 Mil, including surface preparation, complete in place @ <u>Four dollars and zero cents</u> per linear foot	\$ <u>4.00</u>	\$ <u>880.00</u>
21	666	35	L.F.	Reflect Pav. Marking Ty-II 24" Solid, White 0.90 Mil, including surface preparation, complete in place @ <u>Twenty dollars and zero cents</u> per linear foot	\$ <u>20.00</u>	\$ <u>700.00</u>
22	666	16	E.A.	Reflect Pav. Marking Ty-II 18" White, Tri Yield 0.90 Mil, including surface preparation, complete in place @ <u>Five hundred dollars and zero cents</u> per each	\$ <u>500.00</u>	\$ <u>8000.00</u>
23	529	985	L.F.	Concrete 6" curb, including surface preparation, complete in place @ <u>Eight dollars and zero cents</u> per linear foot	\$ <u>8.00</u>	\$ <u>7,880.00</u>

\* 2014 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges

**ADDITIVE ALTERNATE #1 TOTAL AMOUNT BID**

\$ 580,130.00



# BID SCHEDULE

## ADDITIVE ALTERNATE #2 BID ITEMS – 3rd Street Segment B

Item No.	TxDOT Item No	Est. Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Amount
01	100	2.75	Ac.	Preparing Right-Of-Way, complete in place @ <u>Five hundred dollars</u> <u>and zero cents</u> per Acre	\$ <u>500.00</u>	\$ <u>1,375.00</u>
02	500	1	L.S.	Mobilization/demobilization, complete in place @ <u>Ten thousand dollars</u> <u>and zero cents</u> per lump sum	\$ <u>10,000.00</u>	\$ <u>10,000.00</u>
03	110	400	C.Y.	Excavation, complete in place @ <u>Ten dollars and</u> <u>zero cents</u> per cubic yard	\$ <u>10.00</u>	\$ <u>4,000.00</u>
04	132	297	C.Y.	Embankment, complete in place @ <u>Twenty dollars and</u> <u>zero cents</u> per cubic yard	\$ <u>20.00</u>	\$ <u>5,940.00</u>
05	110	9,000	S.Y.	Removing existing Concrete roadway, complete in place @ <u>Ten dollars and</u> <u>zero cents</u> per square yard	\$ <u>10.00</u>	\$ <u>90,000.00</u>
06	360	4,302	S.Y.	7" Reinforced Concrete Pavement, complete in place @ <u>Eighty dollars</u> <u>and zero cents</u> per square yard	\$ <u>80.00</u>	\$ <u>344,160.00</u>

# ADDITIVE ALTERNATE #2 BID ITEMS – 3rd Street Segment B

Item No.	TxDOT Item No	Est. Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Amount
07	260	4,652	S.Y.	8" hydrated lime stabilized base (10%-12% DC) (In Place & Salvaged Fill), complete in place @ <u>Twenty two dollars and zero cents</u> per square yard	\$ <u>22.00</u>	\$ <u>102,344.00</u>
08	360	735	S.Y.	7" Reinforced concrete driveway pavement, complete in place @ <u>Eighty dollars and zero cents</u> per square yard	\$ <u>80.00</u>	\$ <u>58,800.00</u>
09	465	8	Ea.	Concrete surface grate inlet, complete in place @ <u>Five thousand eight hundred dollars and zero cents</u> per each	\$ <u>5,800.00</u>	\$ <u>46,400.00</u>
10	465	2	Ea.	Concrete Junction Box with surface grate inlet, complete in place @ <u>Ten thousand dollars and zero cents</u> per each	\$ <u>10,000.00</u>	\$ <u>20,000.00</u>
11	760	1,314	L.F.	Grade proposed roadside ditches, complete in place @ <u>Twelve dollars and zero cents</u> per linear foot	\$ <u>12.00</u>	\$ <u>15,768.00</u>
12	464	351	L.F.	24" HDPE storm sewer, complete in place @ <u>Seventy five dollars and zero cents</u> per linear foot	\$ <u>75.00</u>	\$ <u>26,325.00</u>
13	464	465	L.F.	18" HDPE storm sewer, complete in place @ <u>Sixty five dollars and zero cents</u> per linear foot	\$ <u>65.00</u>	\$ <u>30,225.00</u>

D12

# **ADDITIVE ALTERNATE #2 BID ITEMS – 3rd Street Segment B**

Item No.	TxDOT Item No	Est. Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Amount
14	464	36	L.F.	12" HDPE storm sewer, complete in place @ <u>Seventy five dollars and zero cents</u> per linear foot	\$ <u>75.00</u>	\$ <u>2,700.00</u>
15	467	9	Ea.	Precast Safety End Treatment SET. Complete in place @ <u>One thousand five hundred dollars and zero cents</u> per each	\$ <u>1,500.00</u>	\$ <u>13,500.00</u>
16	164	2.75	Ac.	Hydromulch Seeding of ROW, incl. fertilizer & watering, complete in place @ <u>Five hundred dollars and zero cents</u> per Acre	\$ <u>500.00</u>	\$ <u>1,375.00</u>
17	502	1	L.S.	Barricades, Signs & Traffic Control, complete in place @ <u>Fifteen thousand dollars and zero cents</u> per lump sum	\$ <u>15,000.00</u>	\$ <u>15,000.00</u>
18	506	1	L.S.	Temp Erosion Control, complete in place @ <u>Eight thousand dollars and zero cents</u> per lump sum	\$ <u>8,000.00</u>	\$ <u>8,000.00</u>
19	644	1	L.S.	Small Sign Assemblies, complete in place @ <u>Five thousand dollars and zero cents</u> per lump sum	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>
20	666	2,447	L.F.	Reflect Pav. Marking Ty-II 4" Solid, White 0.90 Mil, including surface preparation, complete in place @ <u>Four dollars and zero cents</u> per linear foot	\$ <u>4.00</u>	\$ <u>9,788.00</u>

D13

# **ADDITIVE ALTERNATE #2 BID ITEMS – 3rd Street Segment B**

Item No.	TxDOT Item No	Est. Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Amount
21	666	400	L.F.	Reflect Pav. Marking Ty-II 4" Broken, Yellow 0.90 Mil, including surface preparation, complete in place @ <u>Four dollars and zero cents</u> per linear foot	\$ <u>4.00</u>	\$ <u>1,600.00</u>
22	666	18	L.F.	Reflect Pav. Marking Ty-II 24" Solid, White 0.90 Mil, including surface preparation, complete in place @ <u>Twenty dollars and zero cents</u> per linear foot	\$ <u>20.00</u>	\$ <u>360.00</u>

\* 2014 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges

**ADDITIVE ALTERNATE #2 TOTAL AMOUNT BID**

\$ 812,660.00

## BID FORM (CONTINUED)

**CONTRACTOR'S PERSONNEL:** The Bidder agrees to employ the following individuals for the entire duration of the Work at the positions indicated, and agrees not to remove them from the Work and replace them with others except as otherwise allowed in the Contract Documents.

Project Manager:

TJ Pilgrim

Superintendent:

\_\_\_\_\_

Project Clerk:

Sharon Sauls

### BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 SB Date Received 3-13-23

Addendum 2 35 Date Received 3-22-23

Addendum 3 \_\_\_\_\_ Date Received \_\_\_\_\_

**BIDDER: INCLUDE FULL, SIGNED, & ATTESTED COPY OF EACH ADDENDUM ISSUED WITH BID SUBMISSION.**

### REQUIRED FORM

**Bidder:** Please complete this form and include with bid submission.



## VENDOR REFERENCES FORM

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

### REQUIRED FORM

**Bidder:** Please complete this form and include with bid submission.

#### REFERENCE ONE

Government/Company Name: Lower Neches Valley Authority  
Address: 7850 Eastex Freeway Beaumont, TX 77708  
Contact Person and Title: Ryan Ard  
Phone: 409-892-4011 Fax: \_\_\_\_\_  
Email Address: ryan.ard@nva.dst.tx.us Contract Period: \_\_\_\_\_  
Scope of Work: Bridge and Road Replacement

#### REFERENCE TWO

Government/Company Name: Sabine River Authority  
Address: 12777 State Hwy 87 Orange, TX 77632  
Contact Person and Title: Mark Mann  
Phone: 409-746-2192 Fax: \_\_\_\_\_  
Email Address: mmann@sra.tx.com Contract Period: \_\_\_\_\_  
Scope of Work: Siphon Replacement

#### REFERENCE THREE

Government/Company Name: City of Port Arthur  
Address: 444 4th Street Port Arthur TX 77640  
Contact Person and Title: John Cannatella - PE  
Phone: 409-983-8189  
Email Address: john.cannatella@portarthurtx.gov Fax: \_\_\_\_\_  
Scope of Work: Road Replacement Contract Period: \_\_\_\_\_

## SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

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

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

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

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

<u>Elite Contractors and Equipment LTD</u>	<u>[Signature]</u>
Bidder (Entity Name)	Signature
<u>663 CR 601A</u>	<u>Breck Sauls</u>
Street & Mailing Address	Print Name
<u>Kirbyville, TX 75956</u>	<u>3-28-2023</u>
City, State & Zip	Date Signed
<u>409-880-5258</u>	
Telephone Number	Fax Number
<u>breck@elite-egu.com</u>	
E-mail Address	

### REQUIRED FORM

**Bidder: Please complete this form  
and include with bid submission.**

## CERTIFICATION REGARDING LOBBYING

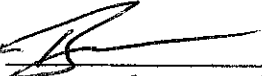
### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her 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 any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the 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.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.


Signature of Contractor's Authorized Official
<u>Breck Sauls - President</u>
Name and Title of Contractor's Authorized Official (Please Print)
<u>3-28-2023</u>
Date

#### REQUIRED FORM

**Bidder:** Please complete this form  
and include with bid submission.

# CONFLICT OF INTEREST QUESTIONNAIRE

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> <p style="font-size: 1.2em; margin-left: 40px;"><u>Elite Contractors and Equipment LTD</u></p>		
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: 0.8em; margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center; margin-left: 100px;">_____</p> <p style="text-align: center; font-size: 0.8em;">Name of Officer</p> <p style="font-size: 0.8em;">This section (Item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p><b>4</b></p> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"> <div style="width: 45%;"> <div style="border-top: 1px solid black; width: 100%;"></div> <p style="font-size: 0.8em; margin-top: 5px;">Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 45%; text-align: right;"> <p style="font-size: 1.2em; margin-bottom: 5px;"><u>3-28-23</u></p> <div style="border-top: 1px solid black; width: 100%;"></div> <p style="font-size: 0.8em; margin-top: 5px;">Date</p> </div> </div>		

Adopted 8/7/2015

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

**LOCAL GOVERNMENT OFFICER  
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY**

<b>LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT</b>		<b>FORM CIS</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		<b>OFFICE USE ONLY</b>
<b>1</b> Name of Local Government Officer	Date Received	
<b>2</b> Office Held		
<b>3</b> Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code		
<b>4</b> Description of the nature and extent of employment or other business relationship with vendor named in Item 3		
<b>5</b> List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in Item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).		
Date Gift Accepted _____ Description of Gift _____		
Date Gift Accepted _____ Description of Gift _____		
Date Gift Accepted _____ Description of Gift _____		
(attach additional forms as necessary)		
<b>6 AFFIDAVIT</b>		
<p style="text-align: center;">I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p>		
_____ Signature of Local Government Officer		
AFFIX NOTARY STAMP / SEAL ABOVE		
Sworn to and subscribed before me, by the said _____, this the _____ day		
of _____, 20____, to certify which, witness my hand and seal of office.		
_____ Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath		

Adopted 8/7/2015

**THIS FORM IS FOR  
OFFICE USE ONLY**



## GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

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

☒ Yes ☐ No

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

### Did the Prime Contractor/Consultant . . . ?

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

If "No" was selected, please explain and include any pertinent documentation with your bid.

If necessary, please use a separate sheet to answer the above questions.

Breck Sauls

Printed Name of Authorized Representative

[Signature]

Signature

President

Title

3-28-23

Date

### REQUIRED FORM

**Bidder:** Please complete this form  
and include with bid submission.

**NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH  
DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

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

☒ Yes ☐ No

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

Contractor Name: Elite Contractors and Equipment LTD DBE: ☐ Yes ☒ No  
Address: 663 CR 601A Kirbyville TX 75956  
Street City State Zip  
Phone (with area code): 409-622-5608 Fax (with area code): \_\_\_\_\_  
Project Title & No.: \_\_\_\_\_  
Prime Contract Amount: \$ \_\_\_\_\_

DBE Subcontractor Name: \_\_\_\_\_  
DBE Status (Gender & Ethnicity): \_\_\_\_\_  
Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.  
Address: \_\_\_\_\_  
Street City State Zip  
Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_  
Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %  
Description of Subcontract Work to be Performed: \_\_\_\_\_

Printed Name of Contractor Representative

Signature of Representative

Date

Printed Name of DBE

Signature of Representative

Date

**Note:** Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.

•..... Pre-Approval  
for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "DBE Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

**REQUIRED FORM**

**Bidder:** Please complete this form  
and include with bid submission.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 1 OF 4

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

☒ Yes ☐ No

Prime Contractor: \_\_\_\_\_ DBE: ☐ Yes ☐ No

DBE Status (Gender & Ethnicity): \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_ IFB/RFP No.: \_\_\_\_\_

Total Contract: \$ \_\_\_\_\_ Total DBE Subcontract(s): \$ \_\_\_\_\_

Construction DBE Goals: 10.01 %

WBE: 10.01%

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

**FOR DBE OFFICE USE ONLY:**

Verification date DBE Program Office reviewed and verified DBE Sub information

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

**PART I. DBE SUBCONTRACTOR DISCLOSURE**

DBE Subcontractor Name: \_\_\_\_\_

DBE Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

**REQUIRED FORM**

**Bidder: Please complete this form  
and include with bid submission.**

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 2 OF 4

**DBE Subcontractor Disclosure**

**PART I: Continuation Sheet (Duplicate as Needed)**

DBE Subcontractor Name: \_\_\_\_\_

DBE Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

DBE Subcontractor Name: \_\_\_\_\_

DBE Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 3 OF 4

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

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

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

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

Was the Jefferson County DBE Office contacted for assistance in locating DBEs?

☐ Yes

☐ No

**PART III: DISCLOSURE OF OTHER "NON-DBE" SUBCONTRACTS**

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

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

**REQUIRED FORM**

**Bidder: Please complete this form  
and include with bid submission.**



**DISADVANTAGED BUSINESS ENTERPRISE (DBE)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 4 OF 4

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

Name (print or type): T. J. Pilgrim

Title: P.M.

Signature: [Signature]

Date: 3/28/23

E-mail address: TJP@Elite-EQU.com

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

Name (print or type): T. J. Pilgrim

Title: P.M.

Date: 3/28/23

E-mail address: TJP@Elite-EQU.com

**REQUIRED FORM**

**Bidder: Please complete this form  
and include with bid submission.**

## RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Non-resident Bidder" refers to a person who is not a resident.
- (4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☒ I certify that Elite Contractors and Equipment LTD [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☐ I certify that \_\_\_\_\_ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal:	Elite Contractors and Equipment LTD
Mailing address:	PO Box 188 Kirbyville, TX 75956
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

**Property:** List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
None	

\* This is the property amount identification number assigned by the Jefferson County Appraisal District.

\*\* For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

### REQUIRED FORM

**Bidder:** Please complete this form and include with bid submission.

## HOUSE BILL 89 VERIFICATION

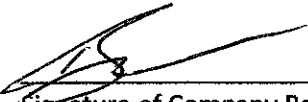
I, Breck Sauls, the undersigned representative of (company or business name) Elite Contractors and Equipment LTD (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

**Pursuant to Section 2270.002, Texas Government Code:**

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

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



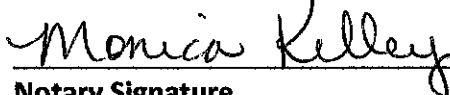
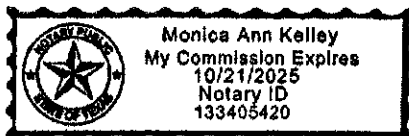
Signature of Company Representative

3-28-2023  
Date

On this 28 day of March, 2023, personally appeared

Breck Sauls, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal



Notary Signature

3/28/2023  
Date

**REQUIRED FORM**

**Bidder:** Please complete this form and include with bid submission.

## SENATE BILL 252 CERTIFICATION

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On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Elite Contractors and Equipment LTD  
Company Name

\_\_\_\_\_  
IFB/RFP/RFQ number

Certification check performed by:

\_\_\_\_\_  
Purchasing Representative

\_\_\_\_\_  
Date

# BID AFFIDAVIT

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

STATE OF Texas COUNTY OF Jasper

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

on this day personally appeared Breck Sauls, who  
(name)

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

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

for Elite Contractors and Equipment LTD and have been duly authorized to execute the  
(name of firm)

foregoing on behalf of the said Elite Contractors and Equipment LTD  
(name of firm)

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

Name and address of Bidder: Elite Contractors and Equipment LTD  
663 CR 601A Kirbyville, TX 75956

Fax: \_\_\_\_\_ Telephone# 409-880-5258

by: Breck Sauls Title: President  
(print name)

Signature: [Signature]

SUBSCRIBED AND SWORN to before me by the above-named

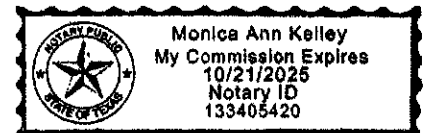
Breck Sauls on

this the 28 day of March, 2023

## REQUIRED FORM

**Bidder:** Please complete this form  
and include with bid submission.

Monica Kelley  
Notary Public in and for  
the State of Texas





**INVITATION FOR BID (IFB 23-009/JW)**

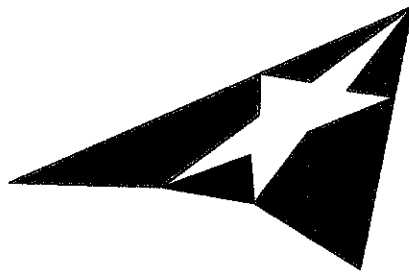
**LANDSIDE ROAD PAVEMENT REPAIRS  
AT JACK BROOKS REGIONAL AIRPORT**

**TECHNICAL SPECIFICATIONS, PLAN SHEETS,  
AND GEOTECHNICAL SURVEY**

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# TECHNICAL SPECIFICATIONS

JANUARY 2023



## Jack Brooks Regional Airport Landside Road Pavement Repairs



**Fittz & Shipman**  
INC.

*Bernardino D. Tristan*  
January 9, 2023

*Consulting Engineers and Land Surveyors*  
1405 CORNERSTONE COURT  
BEAUMONT, TEXAS 77706  
(409) 832-7238  
T.B.P.E. FIRM #1160 T.X.L.S. FIRM #100186

FS 21200

## General Notes and Specifications

### General Notes:

1. The contractor will establish the project control point, points of tangency, pi's (points of intersections), point of curvature (pc, pi and pt) and bench mark at the beginning and end of the project.
2. The contractor shall furnish all lines, grades and benchmarks, other than those specified above. Notify the Engineer immediately if discrepancies are discovered in the horizontal control or the benchmark data.
3. References to manufacturer's trade name or catalog numbers are for the purpose of identification only. Similar materials from other manufacturers are permitted if they are of equal quality, comply with the specifications for this project, and are approved, except for roadway illumination, electrical, and traffic signal items.
4. The lengths of the posts for ground mounted signs are approximate. Verify the lengths before ordering these materials to meet the existing field conditions and to conform to the minimum sign mounting heights shown in the plans.
5. Unless otherwise shown on the plans or otherwise directed, commence work after sunrise and ensure construction equipment is off the road by sunset.
6. Do not mix or store materials, or store or repair equipment, on top of concrete pavement or bridge decks unless authorized by the Engineer. Permission will be granted to store materials on surfaces if no damage or discoloration will result.
7. The contractor will assume ownership of debris and dispose of at an approved location. Do not dispose of debris on private property unless approved in writing by the Engineer.
8. Control the dust caused by construction operations. For sweeping the finished concrete pavement, use one of the following types of sweepers or equal:

Tricycle Type	Truck Type-4 Wheel
Wayne Series 900	M-B Cruiser II
Elgin White Wing	Wayne Model 945
Elgin Pelican	Mobile TE-3
	Mobile TE-4
	Murphy 4042

9. Schedule construction operations such that preparing individual items of work follows in close sequence to constructing storm drains in order to provide as little inconvenience as practical to the businesses and residents along the project.
10. Contractor shall limit his work zone for pavement demolition and concrete placement to three (3) blocks. Concrete placement for new pavement must be complete within one (1) block of the

existing roadway/pavement before demolition in the next three (3) blocks can be initiated.

11. Schedule work so that the base placement operations follow the subgrade work as closely as practical to reduce the hazard to the traveling public and to prevent undue delay caused by wet weather.
12. The Contractor's construction schedule shall be based upon the Contract Time. The Contract Time has an inclusion of Thirty (30) calendar days of inclement weather as defined in Article 54.b, c & d of the General Conditions. No request for an extension of Contract time will be considered until the actual number of inclement weather days exceeds the number of days set out herein.
13. When design details are not shown on the traffic control plans, modifications to the proposed traffic control plan to meet site conditions by either adding more detour, warning and traffic signs as approved by the engineer shall not be paid for separately but shall be considered subsidiary to the traffic control bid items. Temporary pavement markings will be paid for under its unit bid item cost. Signs and arrows shall conform to the latest "Standard Highway Sign Designs for Texas" manual.
14. County forces will maintain the existing section of streets and its appurtenances not a part of this project except that those sections damaged by the contractor's forces shall be repaired by the contractor at his entire expense.
15. The contractor shall be responsible for all maintenance of the travel way and appurtenances within the barricades for the duration of the project. No direct payment will be made for maintenance of the travel way and appurtenances within the barricades, but shall be subsidiary to various bid items.
16. All authorized waste material shall become the property of the contractor and shall be disposed of at a place off the right-of-way and approved by the engineer.
17. The contractor shall maintain adequate drainage throughout the limits of the project during all construction phases.
18. The contractor shall allow county forces to enter this project to accomplish such work as shown in the plans (by others) and as may be deemed necessary by the engineer.
19. All drainage structures shall be cleaned and outfall channels unobstructed at the time of acceptance by the county.
20. Ingress and egress to adjacent property shall be provided and maintained by the contractor at all times. This will not be paid for separately but shall be considered subsidiary to various bid Items.
21. The Contractor will utilize an independent Geotechnical Testing Laboratory to sample all concrete structures and make and test all concrete cylinders and test all roadway density controlled base and or subgrades in accordance with the test methods provided for under the TxDOT Standard Specifications for Construction of Highways, and Bridges (Adopted November 2014). This will not be paid for separately but shall be considered subsidiary to various bid Items.

22. The approximate locations of the known underground utility installations are shown on the plans. The contractor shall be responsible for confirming the exact location of these utility lines and of any others which may exist. No delay claim is allowed because of utility conflicts. It shall be the contractor's responsibility to notify the utility involved in case of conflict or damage and the contractor shall be held responsible for any damage that occurs due to negligence. Where the contractor encounters abandoned lines that interfere with the construction of this project, such lines shall be removed and disposed of by the contractor. There will be no direct payment for this work and it shall be considered subsidiary to the various bid items in the contract. Before excavating near existing utilities, contact the utility companies or the utility coordinating committee for exact locations to prevent damage or interference with present facilities. Notify the utility coordinating committee and the Texas One Call System. at the following numbers:

Texas One Call, toll-free 1-800-245-4545

<u>UTILITY</u>	<u>TELEPHONE NO.</u>	<u>CONTACT PERSON</u>
AT & T Telephone Company	O: 409.839.7851 M: 409.924.1495	Eddie Cook
	O: 409.893.1666 M: 409.291.9489	Cliff Palermo
Texas Gas Service	O: 409.963.0263 M: 409.460.9236	Patrick Sam
City of Nederland Public Works	O: 409.723.1541	Robert Woods
Entergy	O: 409.982.5810 M: 409.974.8663	Ron Fletcher
Spectrum	O: 409.720.5565	Adam LaRive

This action does not relieve the Contractor of the responsibilities under the terms of the contract or the plans and specifications. Damage caused by the Contractor's operations shall be repaired and restored to service in a timely manner at no expense to the County.

23. Notify the Engineer at least 48 hours before constructing junction boxes at intersections of storm drains and utilities.
24. Install or remove poles, street lights and luminaires located near overhead or underground electrical lines using established industry and utility safety practices. Consult the appropriate utility company before beginning such work.
25. If overhead or underground power lines need to be de-energized, contact the electrical service provider to perform this work. Costs associated with de-energizing the power lines or other protective measures required are at no expense to the County.



26. If working near power lines, comply with the appropriate sections of Texas State Law and Federal Regulations relating to the type of work involved.
27. Perform electrical work in conformance with the National Electrical Code (NEC) and County standard sheets.
28. All materials, labor and incidentals required for the contractor to provide for traffic across the streets and for temporary ingress and egress to private property shall be furnished by the contractor at no additional cost to the county and shall be considered as incidental to the various bid items in this project.
29. The contractor shall furnish a certified tabulation of measurements, tare weights and allowable legal gross weight calculations for all trucks, etc., prior to their use on the project. Each truck shall be identified by a permanent and plainly legible number located on the truck and on the bed of the truck and/or trailer.
30. Any storm water permit and associated fees required for construction of this project shall be at the contractor's expense. Also, any temporary erosion, sediment and water control measures required shall be in accordance with the details shown in the plans and all work and materials required shall be paid for under the item "Temporary Erosion, Sedimentation & Environmental Controls".
31. Storm water grading permit is required for this project and shall be filed by the contractor at the contractor's expense.
32. Procure all the necessary city, county and/or state permits and licenses before the start of this project.
33. Prepare, maintain and submit for approval, a project schedule using CPM or similar project planning method. Also, submit contractor's contact personnel's telephone or cell phone numbers in case of emergencies during and after working hours.
34. Move existing signs, mailboxes, delineators and any other similar obstructions that interfere with construction to temporary locations approved by the engineer. Move them back to their permanent positions when the work progresses to the point where this is possible. Place the sign post back in accordance with the applicable standard sheets. (Pozloc System). This will not be paid for directly and will be considered subsidiary to various bid items.
35. The contractor shall maintain adequate drainage throughout the limits of the project during all construction phases. The contractor will provide all necessary labor, equipment, temporary conveyance materials and all other incidentals and cost associated with this task to prevent flooding of roadway pavements, roadside ditches and properties on areas where construction work has started and/or on areas within project limits that will affect public safety and property damage during a storm event. Storm water will be conveyed and discharged into existing and new storm sewer structures. This work will not be measured or paid for directly but will be subsidiary to pertinent items. On areas within scope of work where water is ponding and or flooding during a rain event and as directed by the engineer, the contractor shall provide drainage and maintain temporary drainage structures and facilities which are necessary to facilitate drainage. All incidental labor, equipment, temporary material and incidental cost will not be measured or paid for directly but will be subsidiary to pertinent items.
36. Care shall be taken when moving existing property irrigation or sprinkling water facilities and its

appurtenances that interfere with construction. Contractor shall temporarily relocate or disassemble, disable, and plug these facilities at their temporary location. Contractor shall restore, reconnect and activate property irrigation or sprinkling facilities its original condition or better when work is completed. This work will not be measured or paid for directly but will be subsidiary to pertinent items.

**Specifications:**

**ITEM 5: CONTROL OF WORK**

Any earthwork cross-sections, computer printouts, data files and any other information provided is for non-construction purposes only and it is the responsibility of the prospective bidder to validate the data with the appropriate plans, specifications and estimates for the projects. Contact the Fittz & Shipman, Inc. located at 1405 Cornerstone Court (409) 832-7238.

**ITEM 7: LEGAL RELATIONS AND RESPONSIBILITIES**

Furnish all materials, labor and incidentals required to provide for traffic across the highway and for temporary ingress and egress to private property in accordance with article 7.7 of the standard specifications at no additional cost to the County. This shall be incidental to the bid items on this project.

Maintain the roadway slope stability. Temporary retaining structures or shoring may be required. Before installing any proposed temporary retaining structures or shoring, secure written approval. Submit design calculations, working drawings and a plan of operations including sequencing. Maintaining slope stability is subsidiary to the various bid items.

This contract requires work performed on railroad property. Cooperate with the railroads and comply with all of their requirements including obtaining any training they require before performing work on railroad property.

**ITEM 8: PROSECUTION AND PROGRESS**

Gather information and direct attention to the aspects of adjoining projects that may be in progress during the construction of a portion of this project. Plan and prosecute the sequence of construction and the traffic control plan with adjacent construction projects so as not to interfere with, or hinder the completion of the work in progress on the adjoining projects. Coordinate projects to ensure an uninterrupted flow of traffic.

## **BID ITEM NOTES**

### **ITEM 104: REMOVING CONCRETE**

- All concrete (sidewalks, driveways, slabs, pavements, etc.) will be saw cut to full depth at connection points to existing pavements. Saw cutting of all concrete (sidewalks, driveways, slabs, pavements, etc.) and as directed by engineer for removing concrete will not be measured or paid for directly but will be subsidiary to pertinent items.
- Replace that portion of the pavement removed for storm sewer installation with ten (10) inches of flexible base and one (1) inch of asphaltic concrete pavement. This work will be considered subsidiary to this item.
- Removal of concrete curb is subsidiary to this item.

### **ITEM 110: EXCAVATION**

- All excavated material not used on this project shall be the property of the contractor and disposed of at a site approved by the engineer. There will be no direct payment for hauling of excess excavated material, but shall be considered subsidiary to the item 110 "Excavation".
- Excavation shall be a plans quantity measurement item. Payment shall be based on the quantity as shown in the proposal sheet. Additional compensation will be considered for extra excavation due to field change which effect the total quantity more than 5%.
- If manipulating the excavated material requires moving the same material more than once to accomplish the desired results, the excavation is measured and paid for only once regardless of the number of manipulations required.
- The total excavation quantity shown on the plans includes the quantity for excavating the material beyond the extents of the existing street to allow the installation of stabilized base, concrete pavement and asphalt stabilized shoulder as shown on the typical sections.
- Excavation required for the installation of drainage structures including but not limited to storm sewer, inlets, safety end treatment, etc. as well as re-grading the road side ditches shall be subsidiary to the associated bid item and not included in the excavation quantities.

### **ITEM 164 SEEDING FOR EROSION CONTROL**

- Final grading and stabilization (seeding) shall be achieved as soon as possible and not scheduled only for the end of the project. Final grading and stabilization should be initiated as the overall work progresses.
- Multiple mobilizations of the seeding crews will be expected to comply with the TCEQ Requirements for Construction General Permit of the Texas Pollution Elimination Discharge System requirements for re-vegetating disturbed soils.
- Eliminate seeding in areas of natural growth determined by the Engineer to have sufficient cover.

### **ITEM 168 VEGETATIVE WATERING**

- Equip water trucks with sprinkler systems capable of covering the entire area to be seeded from the roadway.
- Water all newly placed seeded areas the same day of installation. Thereafter, maintain the seeded areas in a well-watered condition and at no time allow the areas to dry to the condition that water stress is evident.
- Mechanical watering may not be required during periods of adequate moisture as determined by the Engineer.
- Furnish and apply water at a rate of 6.788 Mega gallons per acre per cycle.
- Comply with stabilization requirements for 70% grass coverage; uniform vegetative coverage is required. During this period, meter and operate water equipment under pumping pressure capable of delivering the required quantities of water necessary. For Permanent seeding each cycle shall be executed weekly for 12 weeks, unless directed otherwise by the Engineer. For Temporary seeding each cycle shall be executed weekly for 6 weeks, unless directed otherwise by the Engineer.
- Provide a log book showing daily water usage and receipts of water applied, in addition to metering the water equipment.
- Vegetative watering for seeding for erosion control shall be subsidiary to the associated bid item.

#### **ITEM 210: ROLLING**

- Compact embankment, subgrade, base, surface treatment, or base materials.
- The work performed, materials furnished, equipment, labor, tools, and incidentals will not be measured or paid for directly but will be subsidiary to pertinent Items.

#### **ITEM 247: FLEXIBLE BASE**

- Flexible base Type "A" GR 1-2, Density Control and complete in place shall be used on the project unless otherwise approved by the engineer.
- Flexible base materials shall be placed and compacted in a minimum of two lifts with a maximum loose material thickness of 8 inches. Compaction test will be taken at each lift as required by the Engineer. Minimum density shall be not less than 95% of maximum dry density as determined by test method TEX-1 14e & TEX-1 15-e.
- Subgrade shall be rolled and compacted to not less than 95% of maximum dry density as determined by test method TEX-1 14e & TEX-1 15-e. This work shall not be measured or paid for directly but will be subsidiary to pertinent items.

#### **ITEM 340: DENSE GRADED HOT-MIX ASPHALT**

- The transition surface areas to be overlaid shall be bladed, cleaned and broomed where necessary

and tack coated as directed by the engineer. There will be no direct payment for this work, but shall be considered subsidiary to item 340.

- Siliceous granite and gravel, iron ore, or lightweight material will not be permitted on this project.
- The paving mixture shall consist of a uniform mixture of coarse aggregate, intermediate aggregate, fine, and asphalt material. Fine aggregate shall consist of manufactured sands, screenings, and field sands.
- Prime coating flexible base course for asphalt placement surfaces will not be paid for directly, but will be considered subsidiary to Item 340.
- Neither recycled asphalt shingles (RAS) or reclaimed asphalt pavement (RAP) shall be permitted to be used on this project.

#### **ITEM 354: PLANING AND TEXTURING PAVEMENT**

- Planning of asphalt surface is limited within the area of each sub-phase under construction.
- Planning of asphalt surface is for the purpose of asphalt material salvage and recycle.
- County has coordinated with the Jack Brook Airport and will provide an area on the southeast side of Jerry Ware Drive, just south of the fueling entrance near Airline Drive split for a laydown area and stockpiling.

#### **ITEM 360: CONCRETE PAVEMENT**

- Class P concrete shall be used for all concrete roadway pavements.
- Deformed reinforcement bar size, spacing and placement shall conform to Roadway Standards and Paving Details. Spacing adjustments may be required at the edges on both sides of the proposed concrete pavement lane widths as shown in the contract drawings.
- Wire mat reinforcements are not allowed for use on roadway construction for this project. Wire mat reinforcement will be allowed for use on driveways and sidewalk construction.
- The contractor may use transit mix concrete in accordance with the item "ready-mix plants".
- Where the pavement curb is left off for a later tie, provide the dowels or the tie bars as indicated on the paving detail sheets. The dowel bars and tie bars are subsidiary to the various bid items.
- Repair portions of the concrete pavement surfaces that are damaged while in a plastic state before that area receives permanent pavement markings and opens to traffic. Perform repairs that are structurally equivalent to and cosmetically uniform with the adjacent undamaged areas. Do not repair by grouting onto the surface.
- Set-retarding admixtures will not be allowed.



- Hand-finishing of concrete pavement will be permitted as directed by the engineer.
- Sawing of all joints shall begin as soon as sawing can be accomplished without damage to the pavement and completed before 12 hours has elapsed. Any random cracking of the pavement, which in the opinion of the engineer, is due to incomplete sawing operation shall be removed and replaced at the expense of the contractor.
- Class 5 self-leveling low modulus silicone sealant shall be used on this project.
- All longitudinal and transverse joints shall be sawed.
- Surface test Type "A" shall apply to this project.
- Concrete placement will not be permitted when impending weather conditions, in the opinion of the engineer, may result in rainfall or low temperatures which will impair the quality of the finishing work.
- The contractor shall have on the job site sufficient burlap or polyethylene fabric, as directed by the engineer, to cover a section of concrete pavement 600 feet long and 16 feet wide.
- Siliceous gravel will not be permitted in the mix design.
- The dowel support assemblies used in concrete pavement shall be constructed using number 1/0 (0.306 inch diameter) wire in the main vertical members. Dowels shall be rigidly supported in parallel positions and shall be welded on one end to support the frame. The weld attachment shall be made alternately on opposite ends of successive dowels. The support assembly shall be subject to the approval of the engineer.
- A minimum of 3/5th of each dowel bar shall be coated with hot-applied asphalt cement. The coating shall be placed on opposite ends of successive dowels.
- Saw cutting of all joints (transverse expansion joints, longitudinal construction joints, longitudinal sawed joints, transverse sawed joints and others) will not be paid for separately, but shall be considered subsidiary to pertinent items.
- Newly placed roadway pavement surfaces with crack(s) of any cause or nature will not be approved and accepted by the County. Crack(s) shall be repaired as shown on TxDOT Standard Full Depth Repair for Concrete Pavement (REPCP) – 14 before the acceptance of the project for maintenance by the Owner. This repair, including saw cutting of pavement full depth, reinforcing, tie and dowel bars, concrete and all incidental materials, saw cutting and sealing of joints, labor and equipment needed to complete the work shall be at the contractor's expense.

#### **ITEM 400: EXCAVATION AND BACKFILL FOR STRUCTURES**

- Structural excavation for pipes will not be paid for separately, but shall be considered subsidiary to pertinent items.
- As shown in the drawings, structural backfilling with cement stabilized backfill for pipes under roadway pavements and or outside roadway pavements around pipe zones will not be paid for

separately, but will be considered subsidiary to pertinent items.

- Removal of existing storm sewer pipes as called for in the drawings will be paid for under the item for removal of pipes. Pipes removed under roadway pavements will be backfilled with cement stabilized sand material up to the bottom of subgrade stabilization or base course. Pipes removed outside the roadway pavement will be backfilled with suitable excavated ordinary material up to finish grade line. Cement stabilized sand backfill will be compacted to fill all voids and ordinary soil material will be compacted at 8" lifts equal to the surrounding undisturbed soil condition. Backfilling of cement stabilized sand for trench underneath roadway pavement and ordinary soil materials for trench outside roadway pavement will not be paid for separately, but will be considered subsidiary to pertinent items.

#### **ITEM 465: MANHOLES AND INLETS**

- The use of precast storm sewer manholes and/or inlets will not be permitted in this project.
- Inlet and manhole "ring and cover" shall be gray cast iron of part no. as shown in the plans. The dimensions and descriptions are shown on the plans. Dimensions may vary to the extent determined by the engineer.
- Excavation will not be paid for directly but shall be considered subsidiary to this bid item.
- Cement stabilized backfill shall be required around all inlets. The stabilized backfill shall not be paid for directly but shall be considered subsidiary to pertinent bid items.
- If building manholes or inlets in graded areas, first construct them to an elevation at least 4 in. above the top of the highest entering pipe and cover with a wooden cover. Complete the construction of such manholes or inlets to the finished elevation when completing the grading work for such manholes or inlets. Adjust the final elevation, if required, since this elevation is approximate.
- Construct manholes and inlets in paved areas to an elevation so their temporary wooden covers are flush with the surface of the base material.
- Do not leave excavations or trenches open overnight.

#### **ITEM 500: MOBILIZATION**

- Mobilization shall not exceed ten (10) percent of the total construction items amount.

#### **ITEM 502: BARRICADES, SIGNS, AND TRAFFIC HANDLING**

- Submit changes to the traffic control plan to the Engineer. Provide a layout showing the construction phasing, signs, striping, and signalizations for changes to the original traffic control plan.
- Furnish and maintain the barricades and warning signs, including the necessary temporary and portable traffic control devices, during the various phases of construction. Place and construct these barricades and warning signs in accordance with the latest "Texas Manual on Uniform Traffic

Control Devices for Streets and Highways” for typical construction layouts.

- Furnish additional barricades and signs to maintain traffic and motorists' safety when directed by the Engineer. Consider payment for these additional signs and barricades subsidiary to Item 502.
- Cover work zone signs when work related to the signs is not in progress, or when any hazard related to the signs no longer exists.
- Keep the delineation devices, signs, and pavement markings clean. This work is subsidiary to the Item, “Barricades, Signs, and Traffic Handling”.
- If a section is not complete before the end of the workday, pull back the base material to the existing pavement edge on a 6H: 1V slope. Edge drop-offs during the hours of darkness are not permitted.
- Do not mount signs on drums or barricades, except those listed in the latest Barricades and Construction standard sheets.
- Use traffic cones for daytime work only. Replace the cones with plastic drums during nighttime hours.
- Place positive barriers to protect drop-off conditions greater than 2 ft. within the clear zone that remain overnight. The traffic control plan (TCP) shall conform to the BC (1) - (12) standards and part VI of the Current Texas Manual Of Uniform Traffic Control Devices.
- Remove all traffic control devices from the roadway, off of the right of way, when they are not in use. Devices scheduled to be used within 3 days may be placed along the shoulder of the roadway or right of way when not in use, or stored in other approved areas on the project. Cover any construction signs that are not in effect that are installed in a fashion that will not allow them to be removed from the right of way easily.
- Use vertical panels instead of cones as traffic control devices.
- Construct all work zone signs, sign supports, and barricades from material other than wood unless approved by the engineer.
- Galvanize steel supports if used. Aluminum posts, if used, shall meet the following minimum thickness requirements:

<u>Square Feet</u>	<u>Minimum Thickness</u>
Less Than 7.5	0.080 Inches
7.5 To 1.5	0.100 Inches
Greater Than 1.5	0.125 Inches

- Plan the sequence of work so as to minimize inconvenience to the traveling public. Any changes to the traffic control plan shown in the plans must be approved in writing by the Engineer. Submit the revised plan for approval to the Engineer.

- The approval by the engineer of the method and procedure the contractor plans to use to handle or detour traffic will not relieve the contractor of his responsibility for the protection of the traveling public.
- Install temporary fence around the open pit by the end of each working day to safeguard pedestrian using the sidewalk. No payment shall be made for this work directly, but will be consider subsidiary to this item.
- Temporary traffic signalization as shown in the plans and Additional temporary traffic signalization not shown in the plans that is required to meet actual site conditions as directed by the engineer will not be measured or paid for separately, but will be considered subsidiary to this pay item.
- The Contractor shall submit to the County prior to start of any construction work, a hauling truck and construction vehicles route plan. This route plan shall show streets to be taken for trucks and vehicles either empty or hauling materials going in or out the construction areas scope of work. The Streets that are to be used as truck and vehicle routes shall be truck loads roadway bearing pavements. Upon approval of the Engineer, this truck routing plan will be strictly implemented. Any changes that is required as construction phases progresses will be reviewed and approved by the Engineer. This work will not be measured or paid for separately, but will be considered subsidiary to this pay item. Construction Exit shall be paid for under Item 506.
- The Contractor shall prepare proposed revised traffic Detour Plan for the construction of Airport Pavement Replacement project. This shall be coincidental with the construction progress of work phases. Any addition barricades, warning and detour signs, including the necessary temporary and portable traffic control devices to detour and control traffic during the construction of the Jerry Ware Drive and 3<sup>rd</sup> Street Pavement Replacement Project will not be measured or paid for separately, but will be considered subsidiary to this pay item.
- Additional Barricades, warning and detour signs, including the necessary temporary and portable traffic control devices to detour and control traffic along 1st Street, Jerry Ware Drive and 3rd Street during the construction of County Utilities as required by the Engineer within limits and scope of project work will not be measured or paid for separately, but will be considered subsidiary to this pay item. Water and Sanitary Sewer installations will be paid under its respective Items. Temporary Asphalt Pavement restoration and Temporary Pavement Markings will be paid under its respective Items.

#### **ITEM 506: TEMPORARY EROSION, SEDIMENTATION AND ENVIRONMENTAL CONTROL**

- A Storm Water Pollution Prevention Plan (SWP3) is required for submittal when the disturbed area is 1 acre and greater, with the "Notice of Intent" (NOI) as required. The NOI will be completed and filed by the Contractor at the contractor's own expense.
- Use appropriate measures to prevent, minimize, and control the spill of hazardous materials in the construction staging area. Remove and dispose of materials in compliance with State and Federal laws.
- Before starting construction, review with the Engineer the SW3P used for temporary erosion control as outlined on the plans. Before construction, place the temporary erosion and sedimentation control management practices as shown on the SWP3.

- Before starting grading operations and during the project duration, place the temporary or permanent erosion control measures to prevent sediment from leaving the right of way.
- Implement temporary and permanent erosion control measures to comply with the Texas Pollution Discharge Elimination System (TPDES) general permit.
- Schedule the sodding work as soon as possible after completing earthwork operations, restore and sod the disturbed areas in accordance with the County's specifications for permanent or temporary erosion control.

#### **ITEM 530: INTERSECTIONS, DRIVEWAYS, AND TURNOUTS**

- Saw cutting of concrete and asphalt pavement at break back line as shown in the drawings for Intersections, Driveways and Turnouts shall not be paid for separately, but shall be subsidiary to this unit bid item. Any additional modifications and incidental saw cutting of concrete and asphalt pavement at intersections, driveways, and turnouts required to meet existing site conditions, construction grade standards as shown in the drawings and as directed by the engineer will not be measured or paid for directly but will be subsidiary to pertinent items.
- Any additional saw cutting of existing driveways pavements beyond Right of Way lines inside private property as permitted by the owner, not shown in the drawings as determined and ordered by the Engineer to meet standard grade requirements will not be measured or paid for directly but will be subsidiary to pertinent items.

#### **ITEM 585: RIDE QUALITY FOR PAVEMENT SURFACES - TXDOT PAVEMENTS**

- Service Roads and Ramps. Use Surface Test Type A (10 ft straight edge) on service roads and ramps.
- Short Projects. Use Surface Test Type A when project pavement length is less than 2,500 ft.

#### **ITEM 644: SMALL ROADSIDE SIGN SUPPORTS AND ASSEMBLIES**

- Sign locations shown on the plans are approximate before placing them, obtain approval of the engineer and then stake the exact locations for these signs. For this project, existing signs shall be removed, stored, and replaced. Any signs or posts damaged during the removal or storage process shall be replaced with identical products at the contractor's expense. All expenses, equipment, materials, and appurtenances required to remove and replace the existing small road signs will be paid for under this item.
- Use the Texas universal triangular slip base with the concrete foundation for small ground mounted signs, unless otherwise shown in the plans.
- When design details are not shown on the plans, provide signs and arrows conforming to the latest "Standard Highway Sign Designs for Texas" manual.

#### **ITEM 666: RETROREFLECTORIZED PAVEMENT MARKINGS**

- Furnish Type II drop-on glass beads per TxDOT Specifications.



**ITEM 677: ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS**

- Remove all contaminates and loose material. Consider this work to be subsidiary to the various bid items of the contract.
- Remove existing raised pavement markers where indicated prior to the addition of the asphaltic pavement or seal coat. Dispose of the removed markers from the project at the end of each workday. Consider this work to be subsidiary to the various bid items of the contract.

**ITEM 760: DITCH CLEANING AND RESHAPING**

- This item will be used to clean and regrade the existing ditches to the grades as shown in plans to provide adequate drainage for the existing and/or proposed roadway. Any excavation and backfill will be considered subsidiary and included in the price per linear foot.
- This item will be used as shown in plans when ditch to filled or excavated. Fill material shall be in accordance with Item 110 Excavation but will be included in the cost per linear foot in this item to depths shown in plans to provide proper drainage.

End of General Notes

## **GOVERNING CONSTRUCTION SPECIFICATIONS**

The governing construction specifications applicable to this work are the Texas Department of Transportation (TXDOT) 2014 Standard Specifications for Construction of Highways, Streets and Bridges as adopted by the State of Texas.

These items which are listed below and which are contained in the TX DOT 2004 Standard Specifications are hereby adopted and made part of the Contract Documents to the same extent as if they were herein reproduced in full subject to such modifications, revisions or supplements as may appear in the section entitled Special Provisions in these Contract Documents to follow:

### **Standard Specifications:**

- Item 100 Preparing Right of Way
- Item 104 Removing Concrete
- Item 105 Removing Treated and Untreated Base and Asphalt Pavement
- Item 110 Excavation (132)
- Item 134 Backfilling Pavement Edges
- Item 164 Seeding for Erosion Control
- Item 168 Vegetative Watering
- Item 210 Rolling
- Item 216 Proof Rolling
- Item 247 Flexible Base
- Item 260 Lime Treatment
- Item 276 Cement Treatment (Plant Mix) (204)(210)(216)(300)(520)
- Item 300 Asphalts, Oils, and Emulsions
- Item 340 Dense-Graded Hot-Mix Asphalt (Method) (300)(301)(320)(520)(585)
- Item 354 Planning and Texturing Pavement
- Item 360 Concrete Pavement (421)(420)(438)(440)(529)
- Item 400 Excavation and Backfill for Structures (132)(402)
- Item 438 Cleaning and Sealing Joints
- Item 440 Reinforcing Steel
- Item 465 Junction Boxes, Manholes and Inlets (420)(421)(427)(440)(442)(471)
- Item 471 Frames, Grates, Rings, and Cover
- Item 500 Mobilization
- Item 502 Barricades, Signs, & Traffic Handle
- Item 506 Temporary Erosion, Sedimentation and Environmental Control
- Item 529 Concrete Curb and Gutter (360)(420)(421)(440)

Item 530 Driveways and Turnouts (247)(276)(360)(421)(440)

Item 585 Ride Quality for Pavement Surfaces

Item 636 Signs

Item 666 Retroreflectorized Pavement Markings

Item 678 Pavement Surface Preparation Surfaces

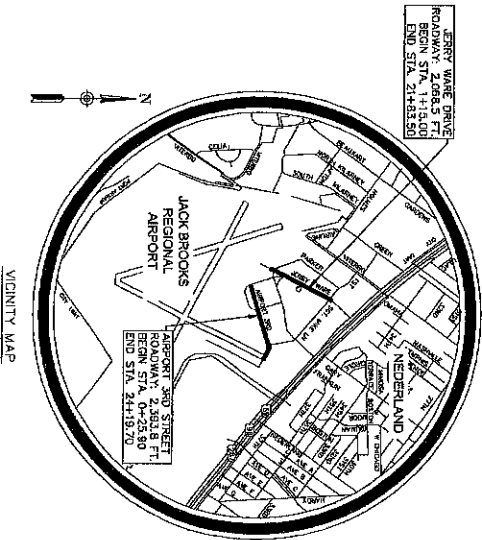
End of Governing Construction Specification

# CONSTRUCTION PLANS FOR JACK BROOKS REGIONAL AIRPORT PROPOSED ROADWAY RECONSTRUCTION JERRY WARE DRIVE / AIRPORT 3RD. STREET JEFFERSON COUNTY, TEXAS

**#1**

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C5.1 - C5.2	SURVEY CONTROL
C6.1 - C6.3	DEMOLITION PLAN - JERRY WARE DRIVE
C6.4 - C6.6	DEMOLITION PLAN - AIRPORT 3RD. STREET
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C7.11 - C7.14	INTERSECTION GRADING
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C12.1 - C12.2	DRAINAGE STANDARDS AND DETAILS
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C14.1 - C14.12	TRAFFIC CONTROL DETAILS



## COUNTY COMMISSIONERS

VERNON PIERCE COMM. PCT. 1  
CARY ERICKSON COMM. PCT. 2  
MICHAEL SINEGAL COMM. PCT. 3  
EVERETTE ALFRED COMM. PCT. 4

## COUNTY JUDGE

JEFF BRANICK

JULY 2022

## AIRPORT MANAGER

ALEX RUPP

APPROVED BY



BERNARDINO D. TRISTAN, P.E.  
REGISTERED PROFESSIONAL ENGINEER No. 117017

PREPARED BY:

**Fitz & Shipman**  
INC.

Consulting Engineers and Land Surveyors

1405 CORNERSTONE COURT BEAUMONT, TEXAS  
(409)832-7238 FAX (409)832-7303

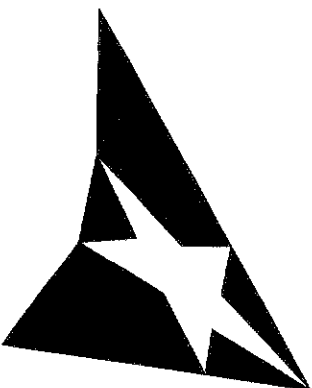
Tx Board of Prof Engineers Firm No. F-01160 Tx Board of Prof Land Surveyors Firm No. 100186

APPROVED FOR CONSTRUCTION

BY:

MICHELLE FALGOUT  
COUNTY ENGINEERING

DATE:

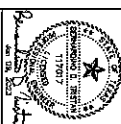


**JACK BROOKS**  
REGIONAL AIRPORT

**\*\* Alternate Bid Item for Shoulder Materials**

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**Fittz & Shipman**  
INC.  
**Consulting Engineers and Land Surveyors**  
1405 Cornerstone Court, Beaumont, TX 77706  
Ph. (409) 832-7330 Fax, (409) 832-7303  
www.fitzshipman.com  
T.B.P.E. Firm #1100 T.X.L.S. Firm #100150

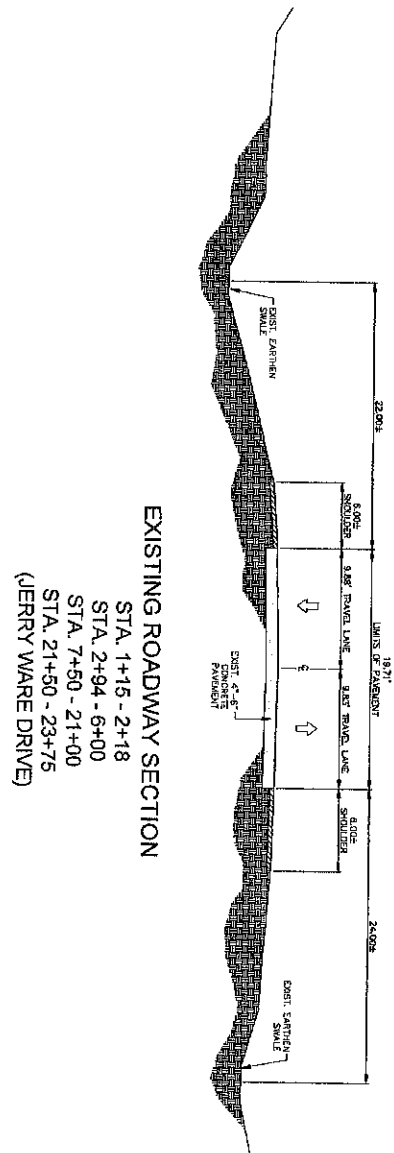


**JACK BROOKS**  
REGIONAL AIRPORT

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CHECK BY:	A.T.
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QUANTITY TABULATIONS	
<b>C1.1</b>	



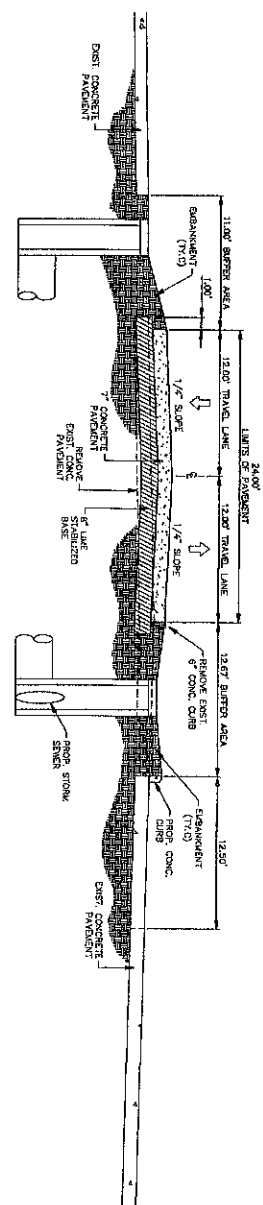
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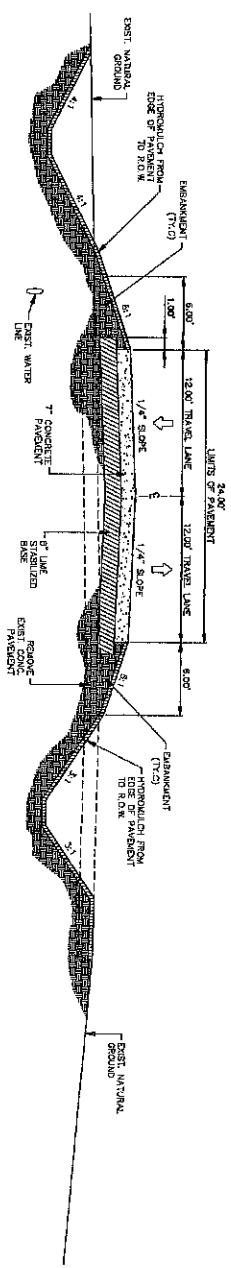
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STA. 2+94 - 6+00  
STA. 7+60 - 21+00  
STA. 21+50 - 23+75  
(JERRY WARE DRIVE)

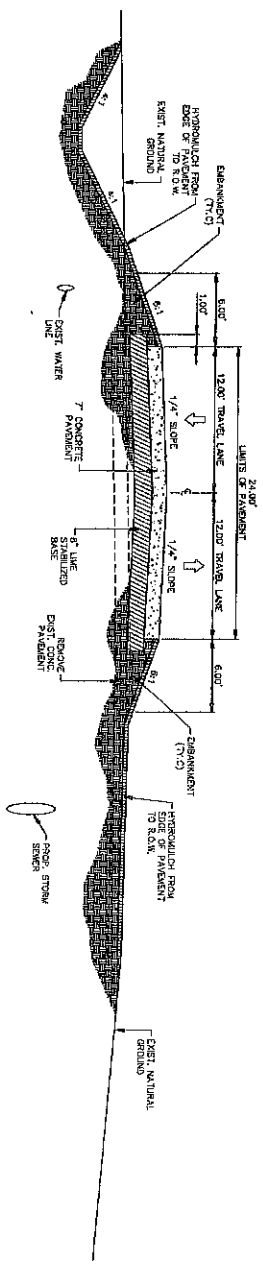
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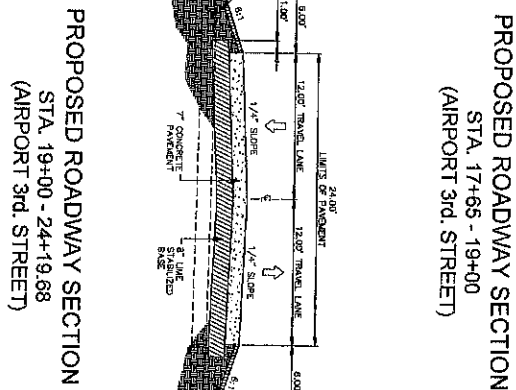
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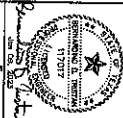
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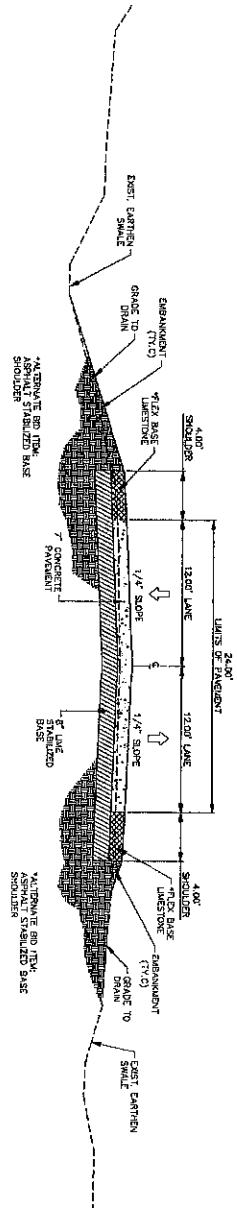
**Fittz & Shipman**  
INC.  
*Consulting Engineers and Land Surveyors*  
1405 Cowenshire Court Beaumont, TX, 77706  
Ph. (409) 832-7238 Fax. (409) 832-7303  
[www.fittzshipman.com](http://www.fittzshipman.com)  
T.B.P.E. Firm #1160 T.X.L.S. Firm #100196



**JACK BROOKS**  
REGIONAL AIRPORT

PROJECT #	21200.000
DATE	JAN 08, 2023
SCALE	N.T.S.
DRAWN BY	ALT.
CHECK BY	B.T.
REVISION NUMBER	
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AIRPORT 3RD ST.	
PROPOSED	
TYPICAL	
SECTIONS	

## C2.4

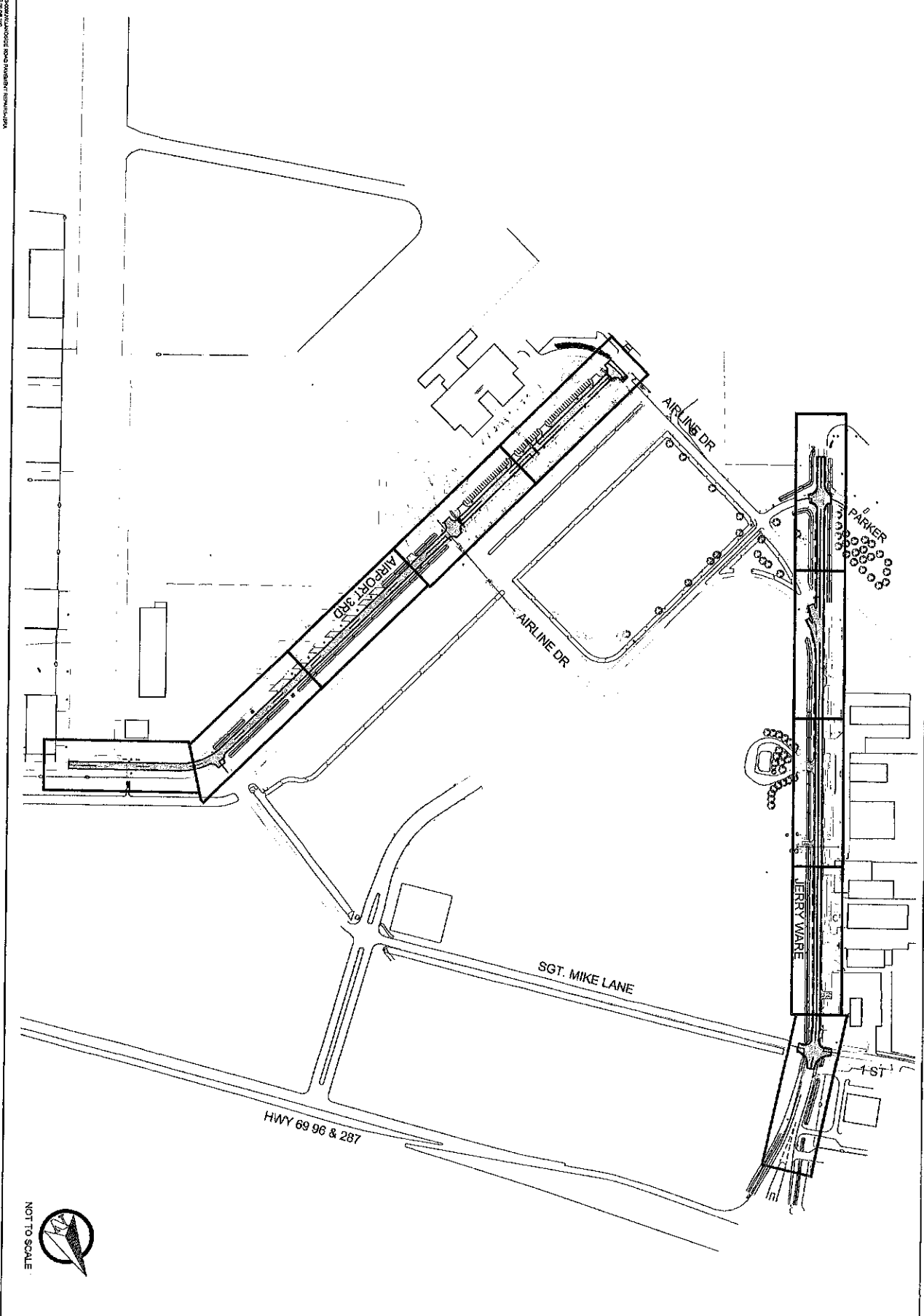


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STA. 7+50 - 21+00  
STA. 21+50 - 23+75  
(JERRY WARE DRIVE)

<b>C25</b>	<b>JACK BROOKS</b> REGIONAL AIRPORT		<b>Fittz &amp; Shipman</b> INC. Consulting Engineers and Land Surveyors 1405 Cornerstone Court, Beaumont, TX 77706 Ph. (409) 832-7230 Fax. (409) 832-7303 www.fittzshipman.com T.B.P.E. Firm #1160 T.X.L.S. Firm #100186	NO.	ISSUED FOR	DATE

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DRAWN BY	ALL
CHECK BY	BT
DESIGNED BY	BT
PROJECT NO.	11200.009.01
PROJECT NAME	JERRY WARE DRIVE
SECTION	PROPOSED TYPICAL CROSS SECTIONS





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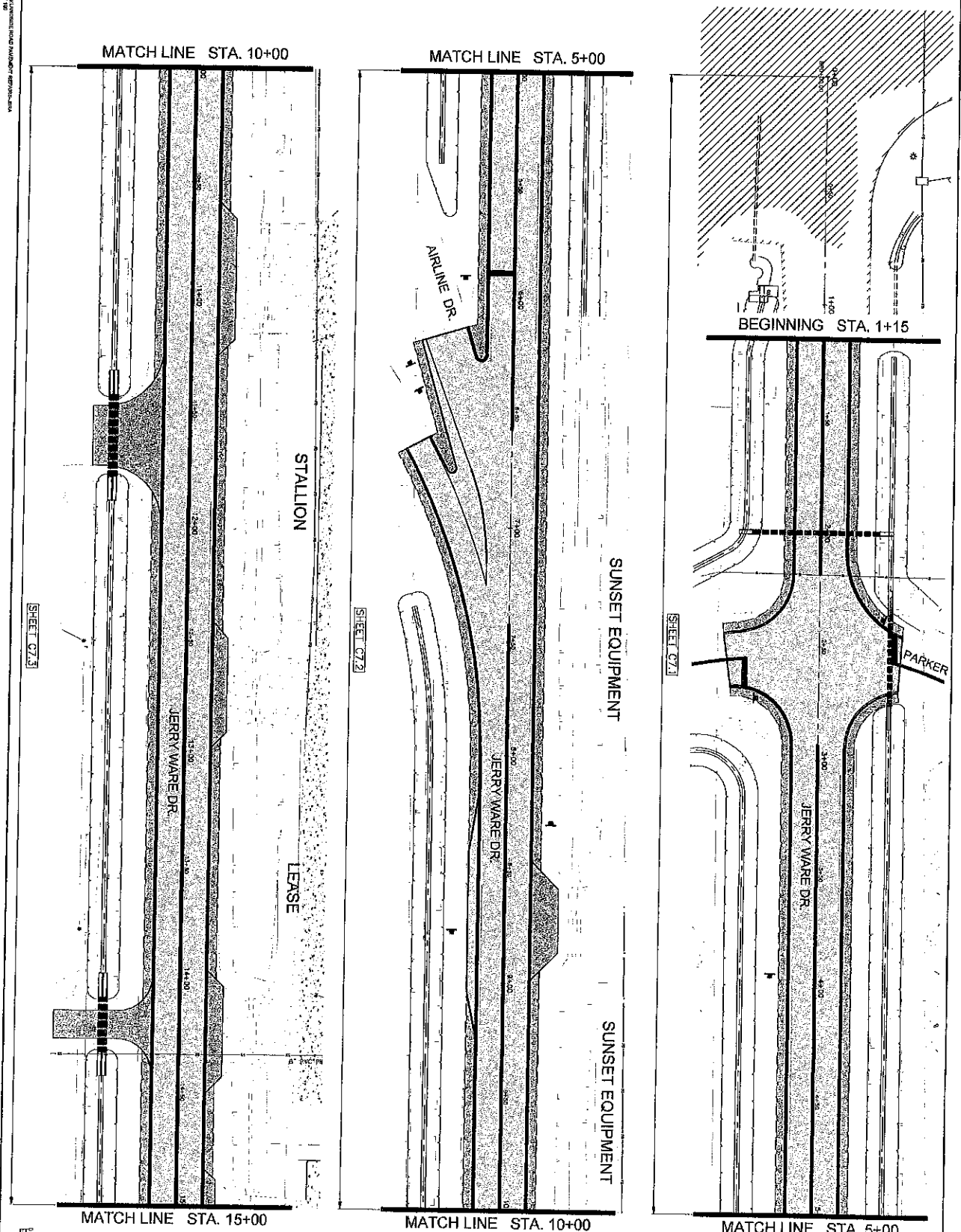
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**JACK BROOKS**  
REGIONAL AIRPORT

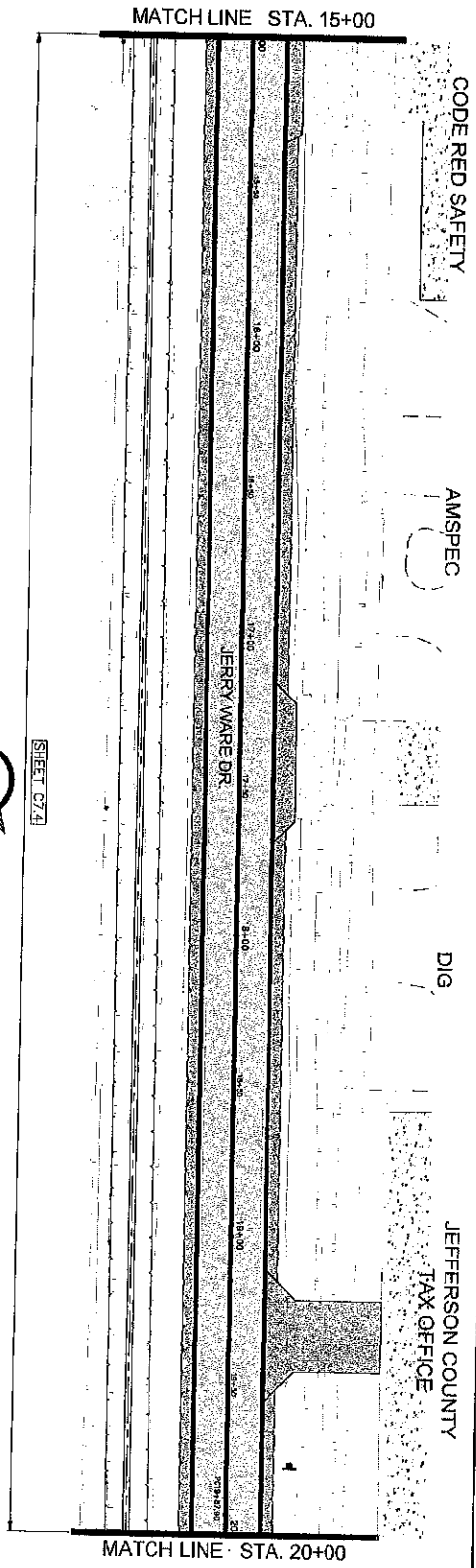
**Fittz & Shipman**  
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1405 Cornerstone Court  
Ph. (409) 832-7230 Fax. (409) 832-7300  
www.fittzshipman.com  
T.B.P.E. #1160 E.C.L.S. #100106

NO.	ISSUED FOR	DATE

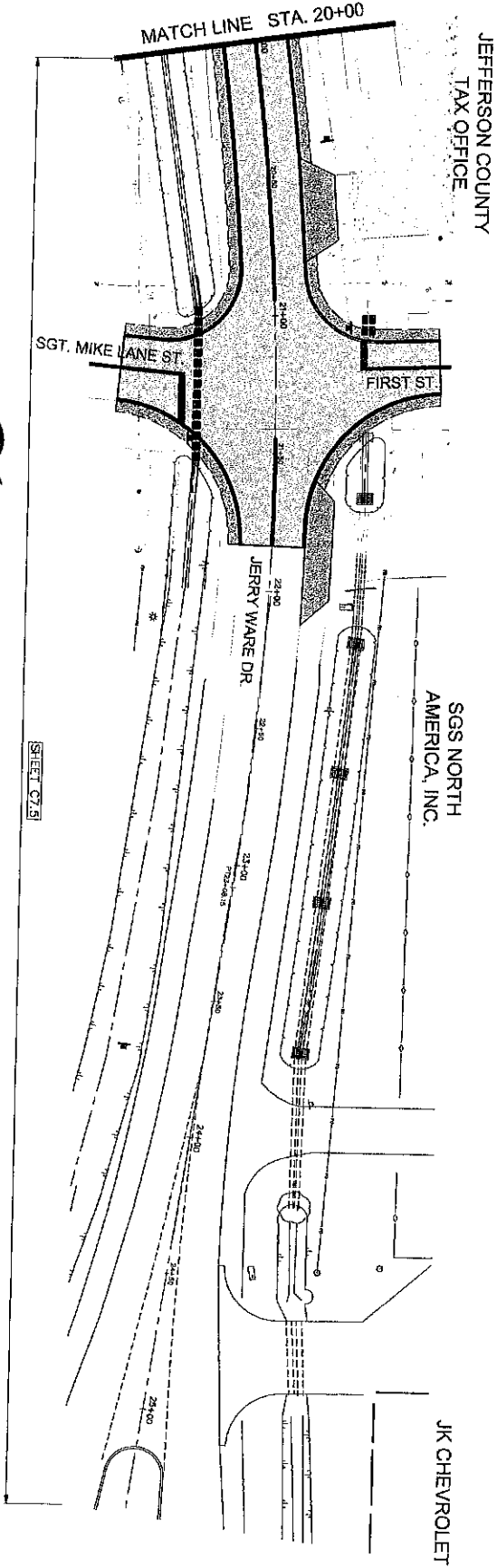
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DATE 12/06/2023  
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ISS. DRAWING NAME 21200.003\_C3 SITE  
OVERALL PROJECT LAYOUT



<p><b>C3.2</b></p> <p>PROJECT # 21200-000</p> <p>DATE: Jan 09, 2013</p> <p>SCALE: 1" = 20' V. 1" = 12'</p> <p>DRAWN BY: J.B.</p> <p>CHECKED BY: J.B.</p> <p>24 JERRY WARE DR. SITE</p> <p>JERRY WARE DR. PROJECT LAYOUT</p> <p>STA. 0+00 - 15+00</p>	<p><b>JACK BROOKS</b></p> <p>REGIONAL AIRPORT</p>	<p><b>Fittz &amp; Shipman</b></p> <p>Consulting Engineers and Land Surveyors</p> <p>1405 Conestoga Court, Beaumont, TX 77706</p> <p>Ph: (409) 632-7233 Fax: (409) 632-7303</p> <p>www.fittzshipman.com</p> <p>T.B.P.E. Firm #1500 T.L.S. Firm #100185</p>	NO.	ISSUED FOR	DATE



SHEET C7.4



SHEET C7.5



NO.	ISSUED FOR	DATE

**Fittz & Shipman**  
 Consulting Engineers and Land Surveyors  
 1405 Cornerstone Court - Houston, TX 77060  
 Ph: (832) 850-7200 Fax: (832) 850-7300  
 www.fittzshipman.com  
 T.B.U.E. Form #1100 T.X.L.S. Form #100186



**JACK BROOKS**  
 REGIONAL AIRPORT

PROJECT # 21200.000  
 DATE Jan 09, 2023  
 SCALE H-1/2" = 1'-0"  
 DRAWN BY JLB  
 CHECK BY E.T.  
 PROJECT NAME JERRY WARE DR  
 PROJECT LAYOUT STA. 15+00-25+30

C3.3



RS PROJECT #  
21200.000

DATE: Jan 06, 2023

SCALE: 1" = 20'

DRAWN BY: ALH

CHECK BY: R.T.

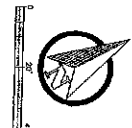
FS DRAWING NAME:  
21200.000\_CE SITE

ALHORI 3RD. ST.  
PROJECT  
LAYOUT  
STA. 0+00 - 15+00



**Fittz & Shipman**  
INC.  
*Consulting Engineers and Land Surveyors*  
1405 Cornerstone Court      Beaufort, TX 77706  
Ph. (409) 832-7238      Fax. (409) 832-7303  
[www.fitzshipman.com](http://www.fitzshipman.com)  
T.O.P.E. Firm #1150    T.X.L.S. Firm #100195

[illegible]



DATE: Jan 09, 2025  
SCALE: 1" = 20'  
DRAWN BY: J.L.H.  
CHECK BY: E.T.  
PS DRAWING NAME: 21200.000\_CE\_SITE  
PROJECT: AIRPORT 3RD. ST.  
LAYOUT  
STA. 15+00-24+50



**JACK BROOKS**  
REGIONAL AIRPORT

**Fittz & Shipman**

**Consulting Engineers and Land Surveyors**  
1405 Cornerstone Court Bennington, TX 77706  
Ph. (409) 832-7238 Fax: (409) 832-7303  
[www.fitzhughpaul.com](http://www.fitzhughpaul.com)  
T.D.P.E. Firm #1160 T.X.L.S. Firm #100106

[illegible]



1. The contractor will establish

- [illegible]

- [illegible]

Provide a log book showing daily water usage and how much water was applied, in addition to recording the water equipment used.

- Compact embankment, subgrade, base, surface treatment or base materials.
- The work performed, materials furnished, equipment, labor, tools, and incidentals will not be measured or paid for directly will be subsidiary to permanent items.
- ITEM 207: F. EXPOSED BASE**
- Pothole from Type "C" 1-2 Directly Graded and compacted base shall be placed on the project unless otherwise approved by the engineer.
- Provide base materials shall be placed and compacted in increments of two lifts with a maximum lift thickness of 10 inches. Compaction test will be taken on each lift as required by Engineer. Minimum density shall be not less than 95% of maximum density as determined by test method TBM-1, T-99, & TBM-4.
- Subgrade shall be rolled and compacted to not less than 95% of maximum dry density as determined by test method TBM-1, T-99, & TBM-4. The work shall not be measured or paid for directly but will be subsidiary to permanent items.
- ITEM 346: DENSE GRADED HOT-PAV ASPHALT**
- The transition surface areas to be overlaid shall be adequately prepared and compacted unless necessary and noted on the drawings by the engineer. There will be no direct payment for this work, but shall be considered subsidiary to item 340.
- Section six grade and gravel, from one- or lightweight material will not be permitted on this project.
- The paving mixture shall consist of a uniform mixture of coarse aggregate, intermediate aggregate, fine and organic material, fine aggregate and coarse of manufactured sands, coverfills, and field sand.
- Prime coating flexible base course for asphalt placement surfaces will not be paid for directly, but will be considered subsidiary to item 340.
- Neither recycled asphalt shingles (RAS) or recycled asphalt pavement (RAP) shall be permitted to be used on the project.
- ITEM 354: PLACING AND TEXTURING PAVEMENT**
- Placing of asphalt surface is intended within the area of all subgrades under construction.
- Placing of asphalt surface is for the purpose of asphalt, marshall savings and tiegap.
- Churn has combined with the Jack Road project and will provide an area on the northwest side of the project that results in the banking structure near Allure Drive split for a highway area and escarpment.



MATCH LINE STA. 8+50

Curve #	Radius	Curve Bearing	Distance	Length	Delta
C1	1058.50'	S36°42'31"W	519.02'	120.24'	017°20'08"



FIRST ST.

[illegible]

360 NORTH AMERICA, INC.

MATCH LINE STA. 17+00

MATCH LINE STA. 8+50



**JACK BROOKS**  
REGIONAL AIRPORT

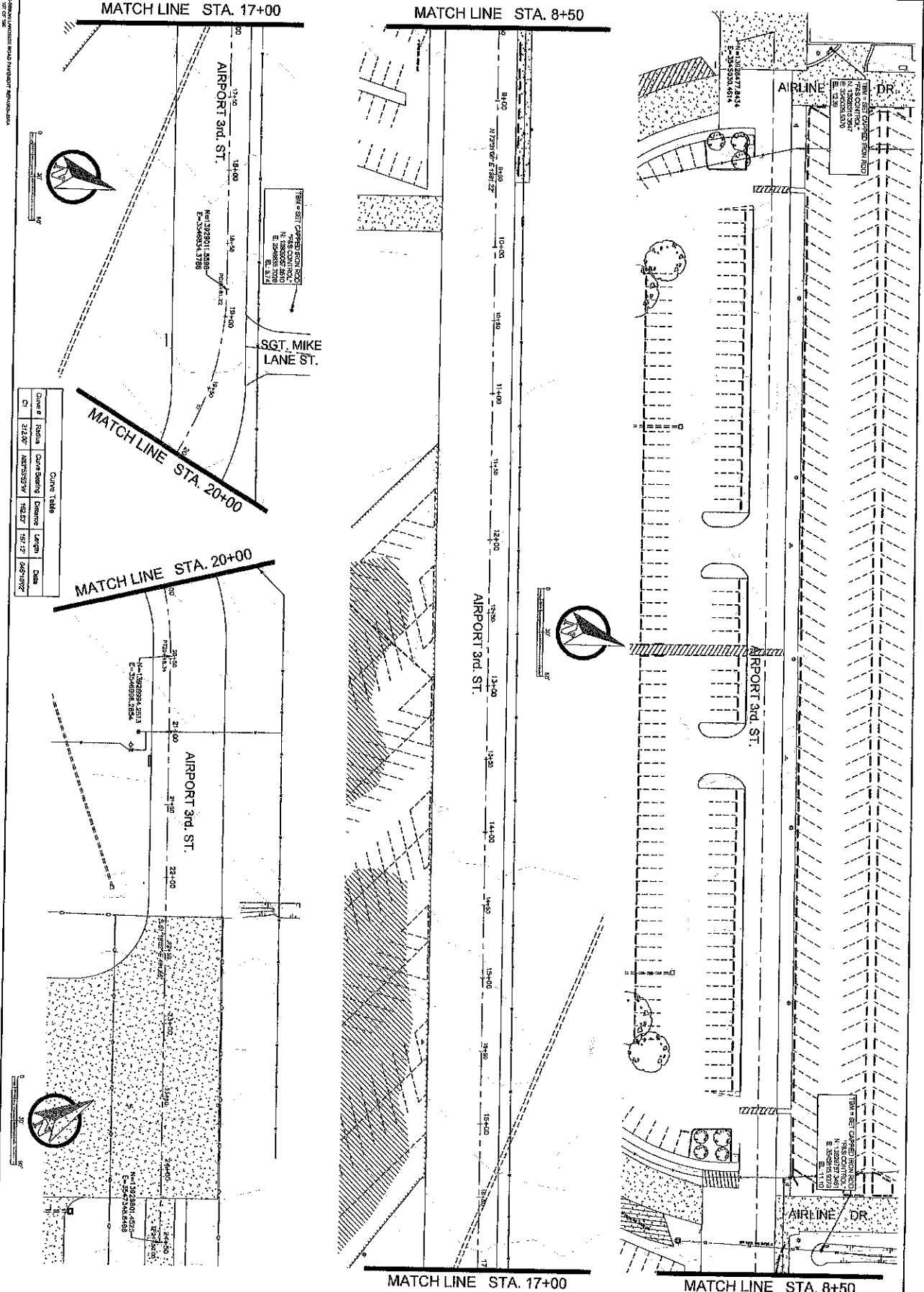


**Fittz & Shipman** INC.  
*Consulting Engineers and Land Surveyors*  
1405 Gonerline Court Beaumont, TX 77708  
Ph. (409) 832-7238 Fax. (409) 832-7303  
[www.fittzshipman.com](http://www.fittzshipman.com)  
T.B.P.E. Firm #1160 T.X.L.S. Firm #1C0165

[illegible]

C5.1

FS PROJECT #	21200.000
DATE:	Jun 08, 2022
SCALE:	1" = 30'
DRAWN BY:	ALH
CHECK BY:	D.T.
FS DRAWING NAME	21200.000_CE_SITE
JERRY WARE DR	
SURVEY	
CONTROL	

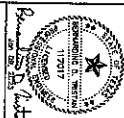


Curve Table				
Curve #	Radius	Curve Bearing	Distance	Area
C1	212.00'	N 87° 53' 14" W	152.87'	1467.00'

C5.2

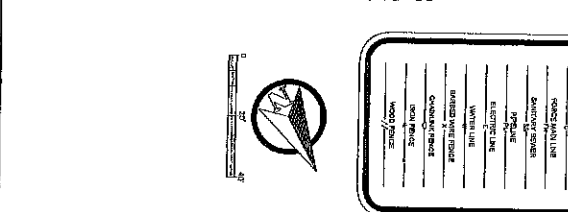
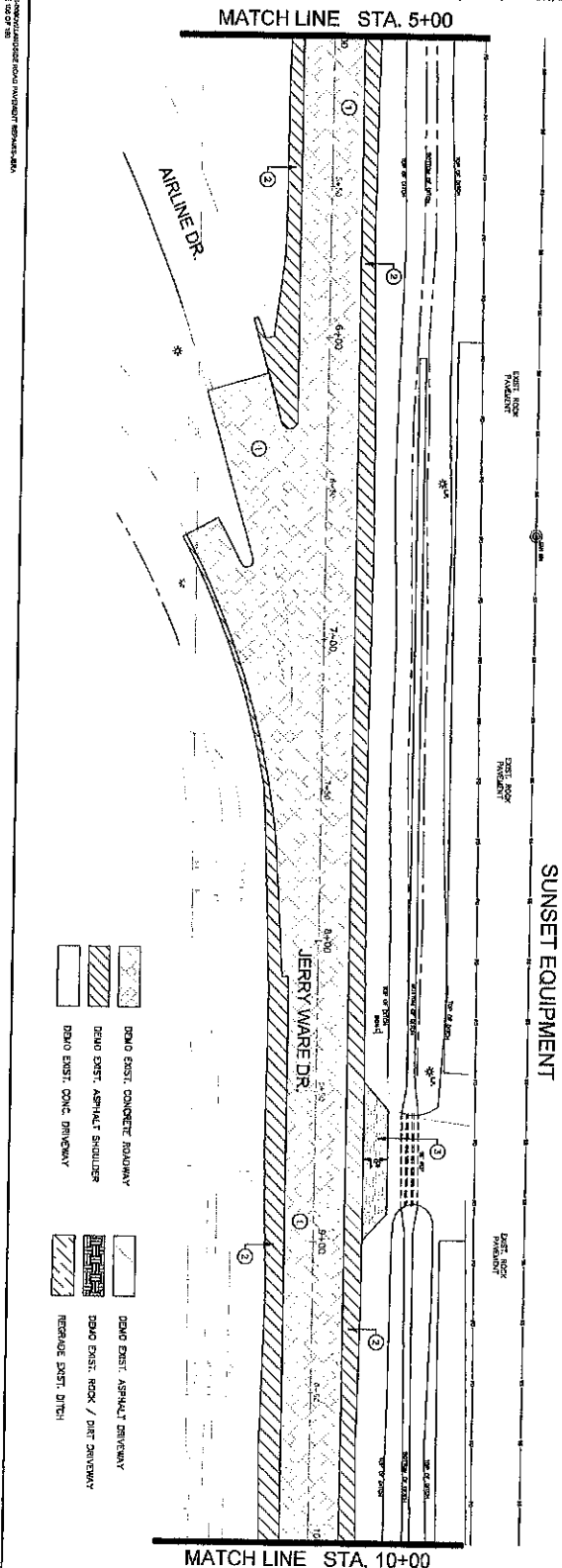
PROJECT # 171200-000  
DATE JUN 05, 2023  
SCALE 1" = 30'  
DRAWN BY JLB  
CHECKED BY JLB  
DESIGNED BY JLB  
2100.000 DE SITE  
AIRPORT 3rd. ST.  
SURVEY  
CONTROL

**JACK BROOKS**  
REGIONAL AIRPORT

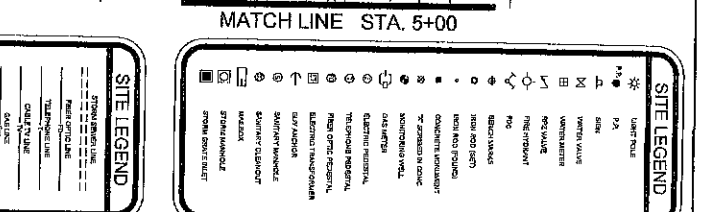
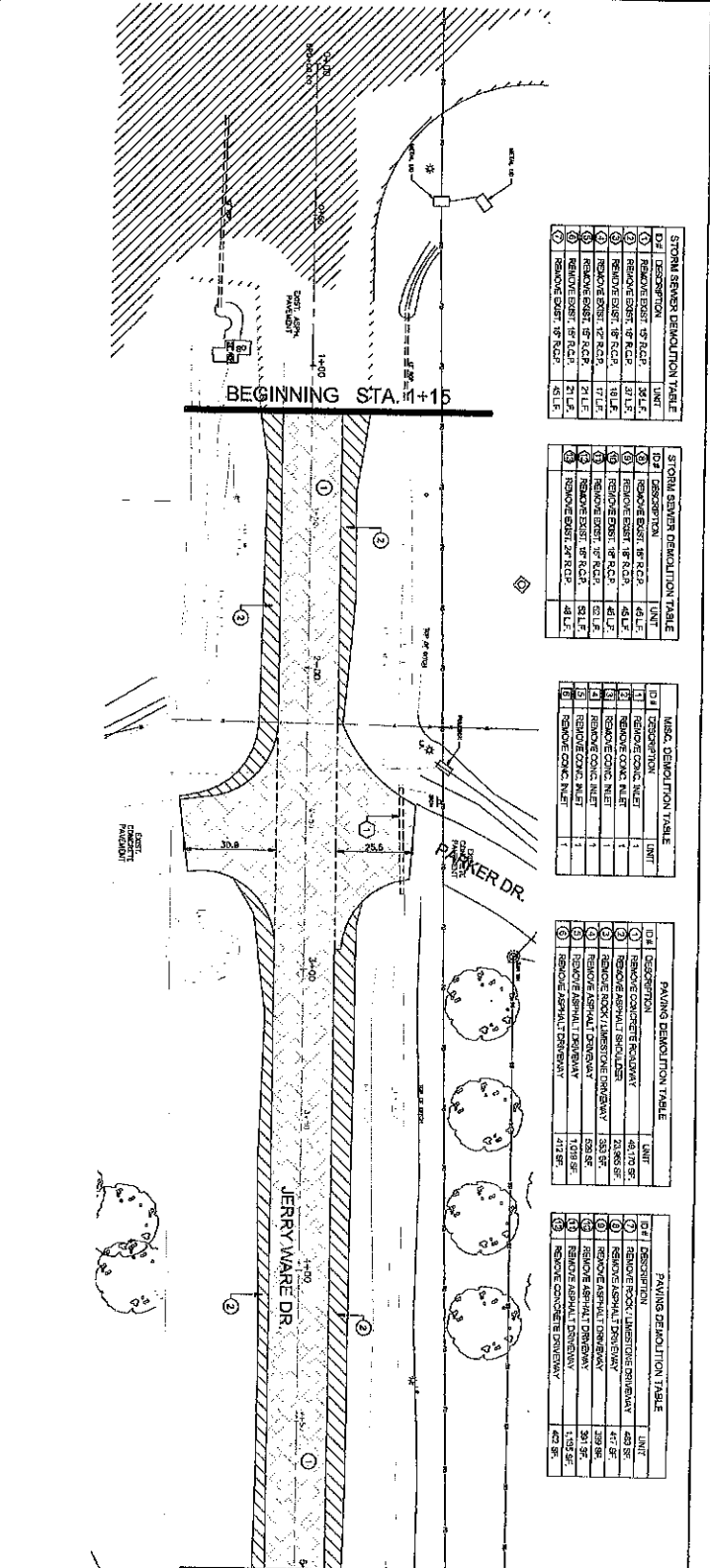


**Fittz & Shipman**  
INC.  
Consulting Engineers and Land Surveyors  
1405 Compton Court - Houston, TX 77056  
Ph. (409) 636-7288 Fax. (409) 636-7200  
www.fittzshipman.com  
T.B.P.S. Firm #1160 T.A.L.S. Firm #100108

NO.	ISSUED FOR	DATE



PROJECT #	1512100-006
DATE	7/20/2023
SCALE	1" = 20'
DRAWN BY	ALB
CHECKED BY	ALB
DESIGNED BY	ALB
APPROVED BY	ALB
PROJECT NAME	JACK BROOKS REGIONAL AIRPORT
PLAN	DEMOLITION
STA. 0+00 - 10+00	



PROJECT #	1512100-006
DATE	7/20/2023
SCALE	1" = 20'
DRAWN BY	ALB
CHECKED BY	ALB
DESIGNED BY	ALB
APPROVED BY	ALB
PROJECT NAME	JACK BROOKS REGIONAL AIRPORT
PLAN	DEMOLITION
STA. 0+00 - 10+00	

ITEM	DESCRIPTION	UNIT
1	REMOVE EXIST. 12" R.C.P.	48 L.F.
2	REMOVE EXIST. 12" R.C.P.	31 L.F.
3	REMOVE EXIST. 12" R.C.P.	18 L.F.
4	REMOVE EXIST. 12" R.C.P.	17 L.F.
5	REMOVE EXIST. 12" R.C.P.	21 L.F.
6	REMOVE EXIST. 12" R.C.P.	41 L.F.

ITEM	DESCRIPTION	UNIT
1	REMOVE EXIST. 12" R.C.P.	48 L.F.
2	REMOVE EXIST. 12" R.C.P.	31 L.F.
3	REMOVE EXIST. 12" R.C.P.	18 L.F.
4	REMOVE EXIST. 12" R.C.P.	17 L.F.
5	REMOVE EXIST. 12" R.C.P.	21 L.F.
6	REMOVE EXIST. 12" R.C.P.	41 L.F.

ITEM	DESCRIPTION	UNIT
1	REMOVE CONC. INLET	1
2	REMOVE CONC. INLET	1
3	REMOVE CONC. INLET	1
4	REMOVE CONC. INLET	1
5	REMOVE CONC. INLET	1

ITEM	DESCRIPTION	UNIT
1	REMOVE CONCRETE DRIVEWAY	42.70 SF
2	REMOVE ASPHALT DRIVEWAY	21.80 SF
3	REMOVE ASPHALT DRIVEWAY	21.80 SF
4	REMOVE ASPHALT DRIVEWAY	21.80 SF
5	REMOVE ASPHALT DRIVEWAY	21.80 SF

ITEM	DESCRIPTION	UNIT
1	REMOVE ASPHALT DRIVEWAY	42.70 SF
2	REMOVE ASPHALT DRIVEWAY	21.80 SF
3	REMOVE ASPHALT DRIVEWAY	21.80 SF
4	REMOVE ASPHALT DRIVEWAY	21.80 SF
5	REMOVE ASPHALT DRIVEWAY	21.80 SF

ITEM	DESCRIPTION	UNIT
1	REMOVE ASPHALT DRIVEWAY	42.70 SF
2	REMOVE ASPHALT DRIVEWAY	21.80 SF
3	REMOVE ASPHALT DRIVEWAY	21.80 SF
4	REMOVE ASPHALT DRIVEWAY	21.80 SF
5	REMOVE ASPHALT DRIVEWAY	21.80 SF

**Fittz & Shipman**  
INC.  
Consulting Engineers and Land Surveyors  
1006 Commerce Court - Houston, TX 77006  
P.O. Box 1000 - Houston, TX 77006  
www.fittzshipman.com  
TAXP: Firm #1160 1-LLS, Firm #100105

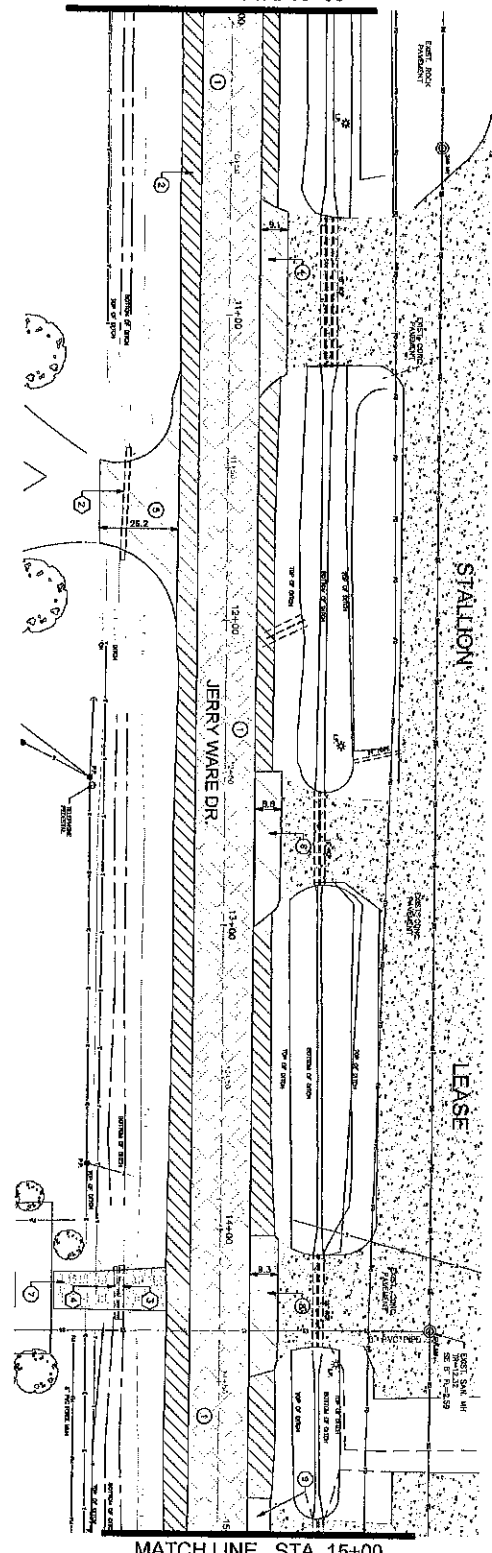
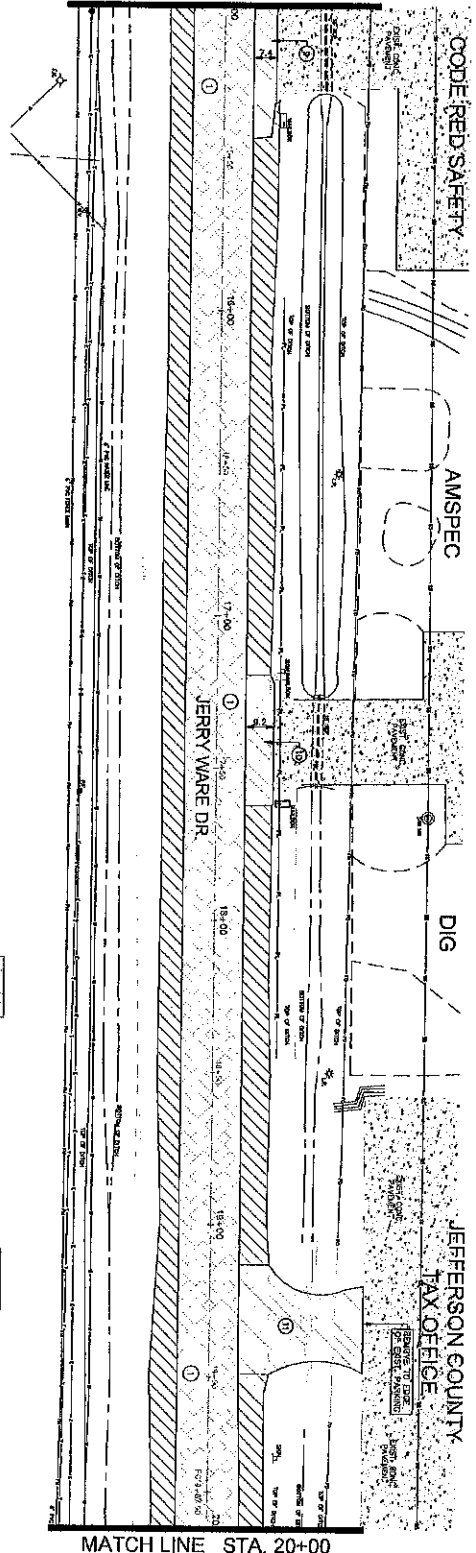
**JACK BROOKS**  
REGIONAL AIRPORT

**C6.1**



MATCH LINE STA. 15+00

MATCH LINE STA. 10+00



**STORM SEWER DEMOLITION TABLE**

NO.	DESCRIPTION	UNIT
1	REMOVE EXIST. 18" R.C.P.	54 L.F.
2	REMOVE EXIST. 18" R.C.P.	51 L.F.
3	REMOVE EXIST. 18" R.C.P.	48 L.F.
4	REMOVE EXIST. 18" R.C.P.	45 L.F.
5	REMOVE EXIST. 18" R.C.P.	42 L.F.
6	REMOVE EXIST. 18" R.C.P.	39 L.F.
7	REMOVE EXIST. 18" R.C.P.	36 L.F.
8	REMOVE EXIST. 18" R.C.P.	33 L.F.
9	REMOVE EXIST. 18" R.C.P.	30 L.F.
10	REMOVE EXIST. 18" R.C.P.	27 L.F.
11	REMOVE EXIST. 18" R.C.P.	24 L.F.
12	REMOVE EXIST. 18" R.C.P.	21 L.F.
13	REMOVE EXIST. 18" R.C.P.	18 L.F.
14	REMOVE EXIST. 18" R.C.P.	15 L.F.
15	REMOVE EXIST. 18" R.C.P.	12 L.F.
16	REMOVE EXIST. 18" R.C.P.	9 L.F.
17	REMOVE EXIST. 18" R.C.P.	6 L.F.
18	REMOVE EXIST. 18" R.C.P.	3 L.F.

**STORM SEWER DEMOLITION TABLE**

NO.	DESCRIPTION	UNIT
1	REMOVE EXIST. 18" R.C.P.	54 L.F.
2	REMOVE EXIST. 18" R.C.P.	51 L.F.
3	REMOVE EXIST. 18" R.C.P.	48 L.F.
4	REMOVE EXIST. 18" R.C.P.	45 L.F.
5	REMOVE EXIST. 18" R.C.P.	42 L.F.
6	REMOVE EXIST. 18" R.C.P.	39 L.F.
7	REMOVE EXIST. 18" R.C.P.	36 L.F.
8	REMOVE EXIST. 18" R.C.P.	33 L.F.
9	REMOVE EXIST. 18" R.C.P.	30 L.F.
10	REMOVE EXIST. 18" R.C.P.	27 L.F.
11	REMOVE EXIST. 18" R.C.P.	24 L.F.
12	REMOVE EXIST. 18" R.C.P.	21 L.F.
13	REMOVE EXIST. 18" R.C.P.	18 L.F.
14	REMOVE EXIST. 18" R.C.P.	15 L.F.
15	REMOVE EXIST. 18" R.C.P.	12 L.F.
16	REMOVE EXIST. 18" R.C.P.	9 L.F.
17	REMOVE EXIST. 18" R.C.P.	6 L.F.
18	REMOVE EXIST. 18" R.C.P.	3 L.F.

**MISC. DEMOLITION TABLE**

NO.	DESCRIPTION	UNIT
1	REMOVE CONC. INLET	1
2	REMOVE CONC. INLET	1
3	REMOVE CONC. INLET	1
4	REMOVE CONC. INLET	1
5	REMOVE CONC. INLET	1
6	REMOVE CONC. INLET	1
7	REMOVE CONC. INLET	1
8	REMOVE CONC. INLET	1
9	REMOVE CONC. INLET	1
10	REMOVE CONC. INLET	1
11	REMOVE CONC. INLET	1
12	REMOVE CONC. INLET	1
13	REMOVE CONC. INLET	1
14	REMOVE CONC. INLET	1
15	REMOVE CONC. INLET	1
16	REMOVE CONC. INLET	1
17	REMOVE CONC. INLET	1
18	REMOVE CONC. INLET	1

**PAVING DEMOLITION TABLE**

NO.	DESCRIPTION	UNIT
1	REMOVE CONCRETE PAVEMENT	48.71 SQ. YD.
2	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.
3	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.
4	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.
5	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.
6	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.
7	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.
8	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.
9	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.
10	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.
11	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.
12	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.
13	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.
14	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.
15	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.
16	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.
17	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.
18	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.

**PAVING DEMOLITION TABLE**

NO.	DESCRIPTION	UNIT
1	REMOVE CONCRETE PAVEMENT	48.71 SQ. YD.
2	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.
3	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.
4	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.
5	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.
6	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.
7	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.
8	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.
9	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.
10	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.
11	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.
12	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.
13	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.
14	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.
15	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.
16	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.
17	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.
18	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.

**PAVING DEMOLITION TABLE**

NO.	DESCRIPTION	UNIT
1	REMOVE CONCRETE PAVEMENT	48.71 SQ. YD.
2	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.
3	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.
4	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.
5	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.
6	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.
7	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.
8	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.
9	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.
10	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.
11	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.
12	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.
13	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.
14	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.
15	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.
16	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.
17	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.
18	REMOVE ASPHALT PAVEMENT	23.85 SQ. YD.

- ROAD EXIST. CONCRETE ROADWAY
- ROAD EXIST. ASPHALT SHOULDER
- ROAD EXIST. CONC. DRIVEWAY
- ROAD EXIST. ASPHALT DRIVEWAY
- ROAD EXIST. ROCK / DIRT DRIVEWAY
- ROAD EXIST. DITCH

MATCH LINE STA. 20+00

MATCH LINE STA. 15+00

**SITE LEGEND**

- EXISTING STRUCTURE
- EXISTING ROAD
- EXISTING UTILITY
- EXISTING FENCE
- EXISTING TREE
- EXISTING VEGETATION
- EXISTING WATER FEATURE
- EXISTING BUILDING
- EXISTING PARKING AREA
- EXISTING DRIVEWAY
- EXISTING SIDEWALK
- EXISTING CURB
- EXISTING DITCH
- EXISTING FENCE LINE
- EXISTING TREE LINE
- EXISTING VEGETATION LINE
- EXISTING WATER FEATURE LINE
- EXISTING BUILDING LINE
- EXISTING PARKING AREA LINE
- EXISTING DRIVEWAY LINE
- EXISTING SIDEWALK LINE
- EXISTING CURB LINE
- EXISTING DITCH LINE
- EXISTING FENCE LINE
- EXISTING TREE LINE
- EXISTING VEGETATION LINE
- EXISTING WATER FEATURE LINE
- EXISTING BUILDING LINE
- EXISTING PARKING AREA LINE
- EXISTING DRIVEWAY LINE
- EXISTING SIDEWALK LINE
- EXISTING CURB LINE
- EXISTING DITCH LINE

**SITE LEGEND**

- EXISTING STRUCTURE
- EXISTING ROAD
- EXISTING UTILITY
- EXISTING FENCE
- EXISTING TREE
- EXISTING VEGETATION
- EXISTING WATER FEATURE
- EXISTING BUILDING
- EXISTING PARKING AREA
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- EXISTING DITCH
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- EXISTING PARKING AREA LINE
- EXISTING DRIVEWAY LINE
- EXISTING SIDEWALK LINE
- EXISTING CURB LINE
- EXISTING DITCH LINE

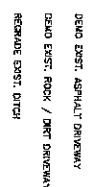
**JACK BROOKS**  
REGIONAL AIRPORT

**Fittz & Shipman**  
INC.  
Consulting Engineers and Land Surveyors  
1406 Comstock Court, Beaumont, TX 77705  
Ph: (409) 832-7222 Fax: (409) 832-7300  
www.fittzshipman.com  
7,0 P.E. Firm #1150 7, L.S. Firm #100165

DATE: 2/20/2023  
SCALE: 1" = 30'  
DRAWN BY: JLB  
CHECKED BY: JLB  
APPROVED BY: JLB

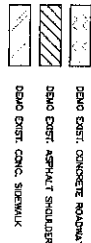
PROJECT # 2/20/2023  
JERRY WARE DR.  
DEMOLITION  
PLAN  
STA. 10+00 - 20+00

NO. ISSUED FOR DATE



PAYING DEMOLITION TABLE		
ID#	DESCRIPTION	UNIT
(1)	REMOVE ROCK / Limestone DRIVEWAY	483 SF.
(2)	REMOVE ASPHALT DRIVEWAY	441 SF.
(3)	REMOVE ASPHALT DRIVEWAY	355 SF.
(4)	REMOVE ASPHALT DRIVEWAY	391 SF.
(5)	REMOVE ASPHALT DRIVEWAY	1,135 SF.
(6)	REMOVE CONCRETE DRIVEWAY	422 SF.

[illegible]

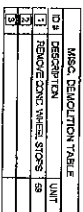


MISC. DEMOLITION TABLE		
ID #	DESCRIPTION	UNIT
1	REMOVE CONC. WALL, STOPS	sq
2		
3		



.....



[illegible][illegible]



MISC. DEMOLITION TABLE	
ID#	DESCRIPTION
1	REMOVE CONG. WHEEL STOPS
2	
3	

[illegible][illegible]

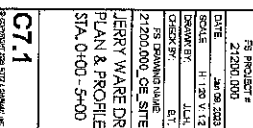
**Fittz & Shipman**  
INC.  
**Consulting Engineers and Land Surveyors**  
1405 Colonoirale Court Beaumont, TX, 77706  
Ph. (409) 832-7238 Fax. (409) 832-7303  
[www.fittzshipman.com](http://www.fittzshipman.com)  
T.B.P.E. Firm #1162 T.X.I.S. #3306 6/00/98








FS PROJECT #	21200.000
DATE	Jan 09, 2025
SCALE	1" = 20'
DRAWN BY	JLW
CHECK BY	A.T.
FS DRAWING NAME	21200.00_DEMOLITION PLAN
PROJECT NAME	AIRPORT 3RD ST DEMOLITION PLAN
STA	20+00 - 24+20

06-6





	PROPOSED CONCRETE ROADWAY
	PROPOSED ASPHALT SHOULDER
	PROPOSED CONCRETE DRIVEWAY
	PROPOSED ROCK DRIVEWAY
	UNPAVED

PROPOSED DRIVEWAY PAVING TABLE	
ID#	DESCRIPTION
7	CONCRETE DRIVEWAY
8	CONCRETE DRIVEWAY
9	CONCRETE DRIVEWAY
10	CONCRETE DRIVEWAY
11	CONCRETE DRIVEWAY

SEE SHEET C-1 FOR ROADWAY, SUBBASE AND SHOULDER  
PAVEMENT QUANTITIES.

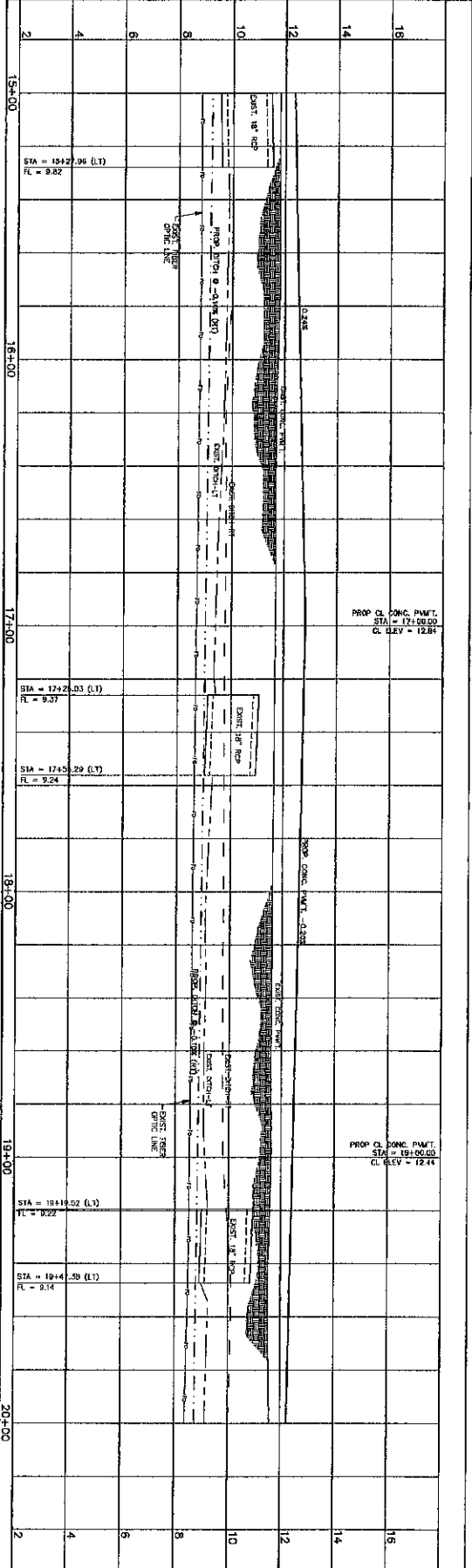
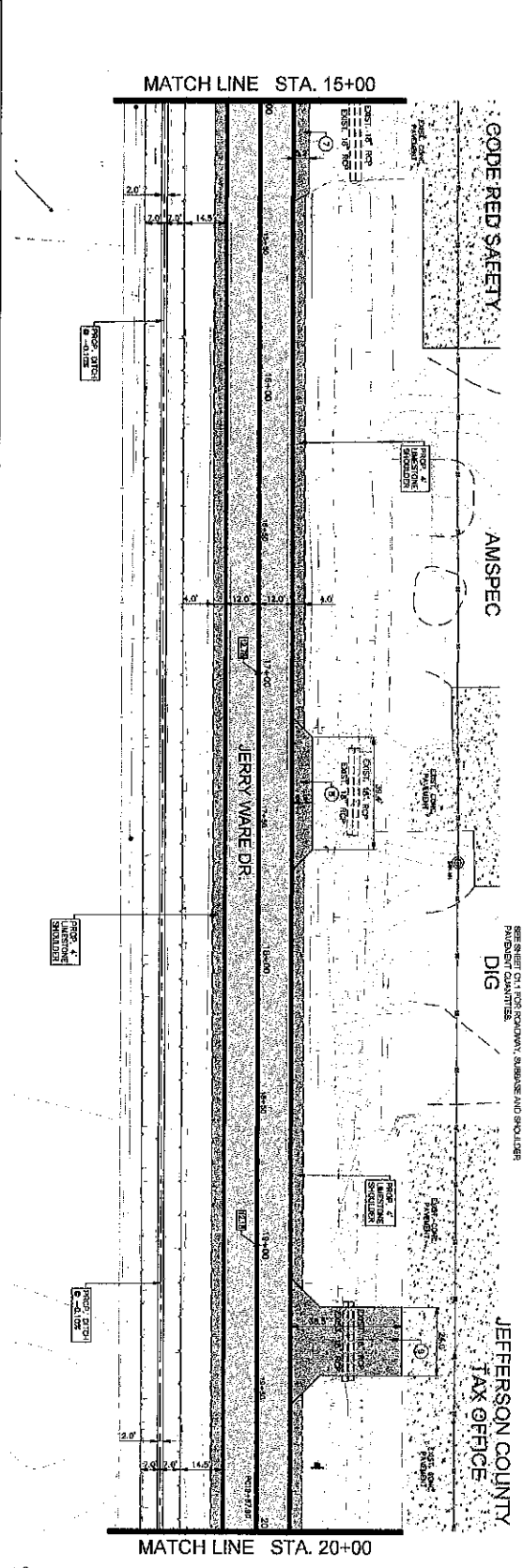
**Fittz & Shipman** INC.  
*Consulting Engineers and Land Surveyors*  
1405 Commissioners Court, Beaumont, TX, 77705  
Ph. (409) 832-7238 Fax, (409) 832-7303  
www.fittzandshipman.com  
T.B.P.E. Firm #1160 T.X.L.S. Firm #100180







SITE LEGEND	
EXISTING	PROPOSED
1. EXISTING ROADWAY	2. PROPOSED ROADWAY
3. EXISTING SIDEWALK	4. PROPOSED SIDEWALK
5. EXISTING CURB	6. PROPOSED CURB
7. EXISTING DRAINAGE	8. PROPOSED DRAINAGE
9. EXISTING UTILITIES	10. PROPOSED UTILITIES
11. EXISTING LANDSCAPE	12. PROPOSED LANDSCAPE
13. EXISTING TREES	14. PROPOSED TREES
15. EXISTING LIGHTS	16. PROPOSED LIGHTS
17. EXISTING SIGNAGE	18. PROPOSED SIGNAGE
19. EXISTING FENCE	20. PROPOSED FENCE
21. EXISTING WALL	22. PROPOSED WALL
23. EXISTING GROUND	24. PROPOSED GROUND
25. EXISTING ELEVATION	26. PROPOSED ELEVATION
27. EXISTING AREA	28. PROPOSED AREA
29. EXISTING DISTANCE	30. PROPOSED DISTANCE
31. EXISTING ANGLE	32. PROPOSED ANGLE
33. EXISTING BEARING	34. PROPOSED BEARING
35. EXISTING CURVATURE	36. PROPOSED CURVATURE
37. EXISTING SLOPE	38. PROPOSED SLOPE
39. EXISTING GRADE	40. PROPOSED GRADE
41. EXISTING ELEVATION	42. PROPOSED ELEVATION
43. EXISTING AREA	44. PROPOSED AREA
45. EXISTING DISTANCE	46. PROPOSED DISTANCE
47. EXISTING ANGLE	48. PROPOSED ANGLE
49. EXISTING BEARING	50. PROPOSED BEARING
51. EXISTING CURVATURE	52. PROPOSED CURVATURE
53. EXISTING SLOPE	54. PROPOSED SLOPE
55. EXISTING GRADE	56. PROPOSED GRADE
57. EXISTING ELEVATION	58. PROPOSED ELEVATION
59. EXISTING AREA	60. PROPOSED AREA
61. EXISTING DISTANCE	62. PROPOSED DISTANCE
63. EXISTING ANGLE	64. PROPOSED ANGLE
65. EXISTING BEARING	66. PROPOSED BEARING
67. EXISTING CURVATURE	68. PROPOSED CURVATURE
69. EXISTING SLOPE	70. PROPOSED SLOPE
71. EXISTING GRADE	72. PROPOSED GRADE
73. EXISTING ELEVATION	74. PROPOSED ELEVATION
75. EXISTING AREA	76. PROPOSED AREA
77. EXISTING DISTANCE	78. PROPOSED DISTANCE
79. EXISTING ANGLE	80. PROPOSED ANGLE
81. EXISTING BEARING	82. PROPOSED BEARING
83. EXISTING CURVATURE	84. PROPOSED CURVATURE
85. EXISTING SLOPE	86. PROPOSED SLOPE
87. EXISTING GRADE	88. PROPOSED GRADE
89. EXISTING ELEVATION	90. PROPOSED ELEVATION
91. EXISTING AREA	92. PROPOSED AREA
93. EXISTING DISTANCE	94. PROPOSED DISTANCE
95. EXISTING ANGLE	96. PROPOSED ANGLE
97. EXISTING BEARING	98. PROPOSED BEARING
99. EXISTING CURVATURE	100. PROPOSED CURVATURE



PROPOSED DRIVEWAY PAVING TABLE	
ITEM	DESCRIPTION
1	CONCRETE DRIVEWAY
2	CONCRETE DRIVEWAY
3	CONCRETE DRIVEWAY
4	CONCRETE DRIVEWAY
5	CONCRETE DRIVEWAY
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PROPOSED DRIVEWAY PAVING TABLE	
ITEM	DESCRIPTION
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100	CONCRETE DRIVEWAY

**JACK BROOKS**  
REGIONAL AIRPORT

**Fittz & Shipman**  
INC.  
Consulting Engineers and Land Surveyors

NO. \_\_\_\_\_

ISSUED FOR \_\_\_\_\_

DATE \_\_\_\_\_

PROJECT # 27200.000

DATE JAN 08 2023

SCALE H-120 V-12

DRAWN BY J.L.H.

CHECK BY B.T.

PROJECT NAME 27200.000, CE SITE

JERRY WARE DR

PLAN & PROFILE

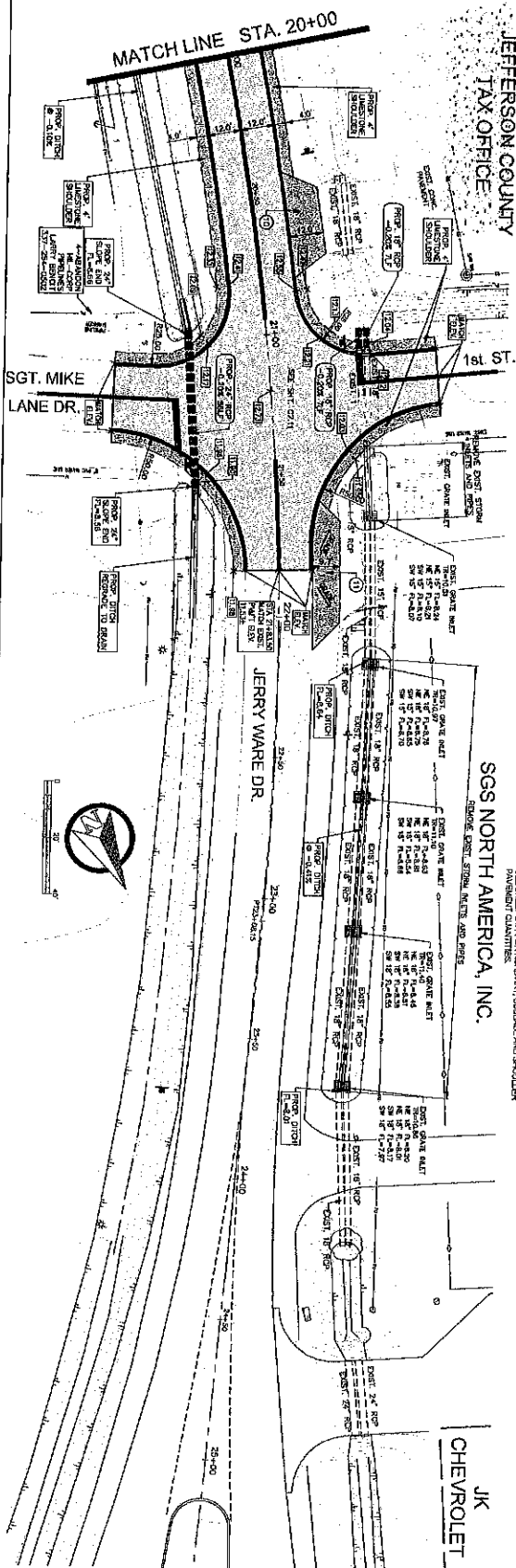
STA 15+00 - 20+00




1406 Cornerstone Court, Beaumont, TX 77705

PH: (409) 832-2720 FAX: (409) 832-7940

www.fittzshipman.com

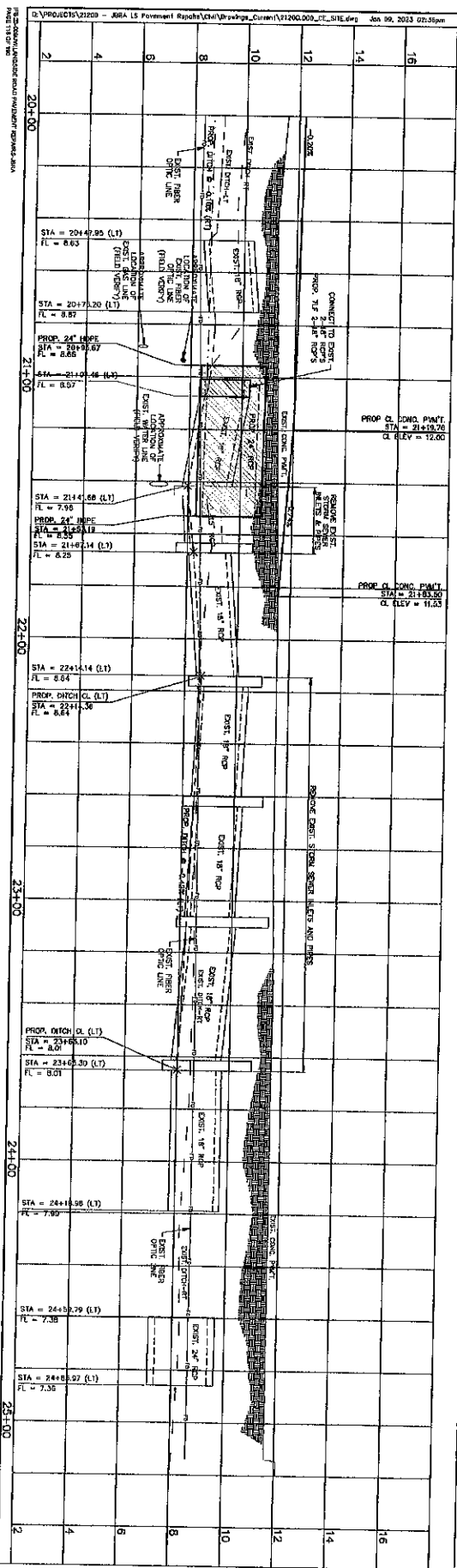
T.O.P.E. Form #1159 T.X.L.G. Form #100165

[illegible]

	PROPOSED ASPHALT SHOULDER
	PROPOSED CONCRETE DRIVEWAY
	PROPOSED ROCK DRIVEWAY
NOTE:	

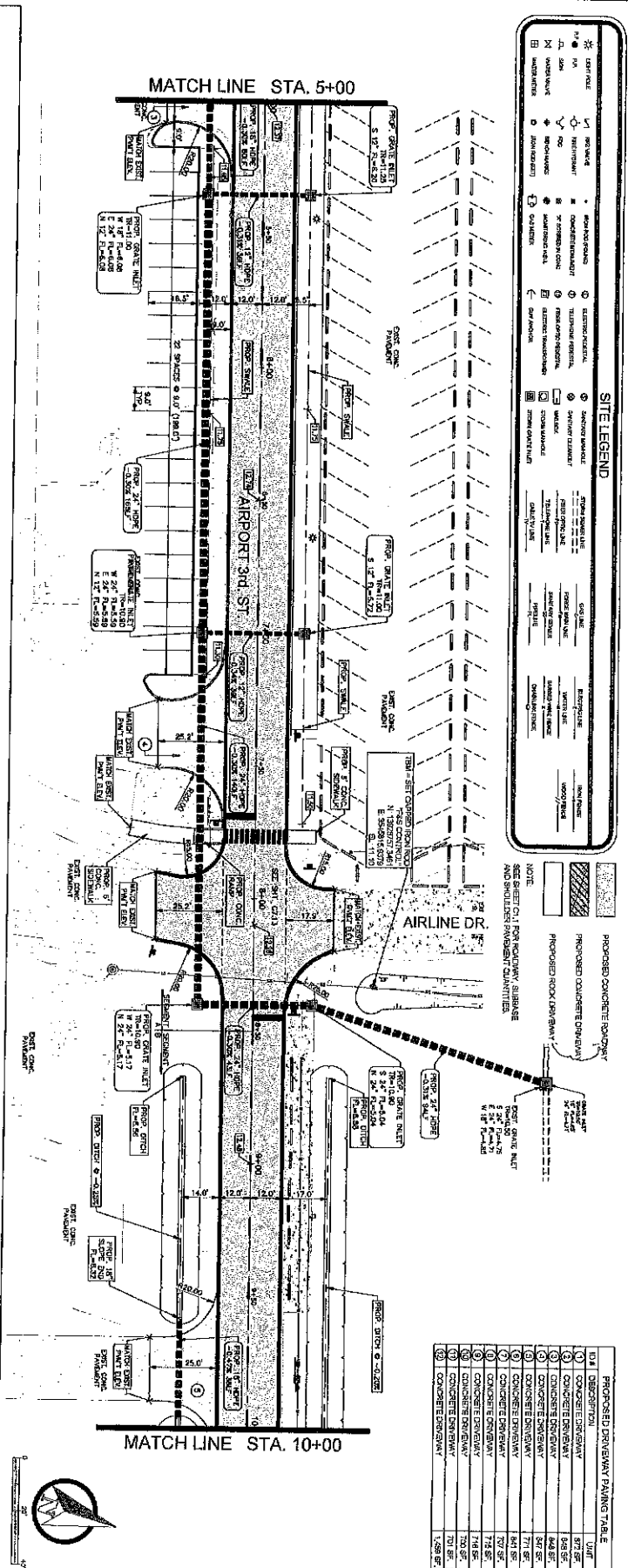
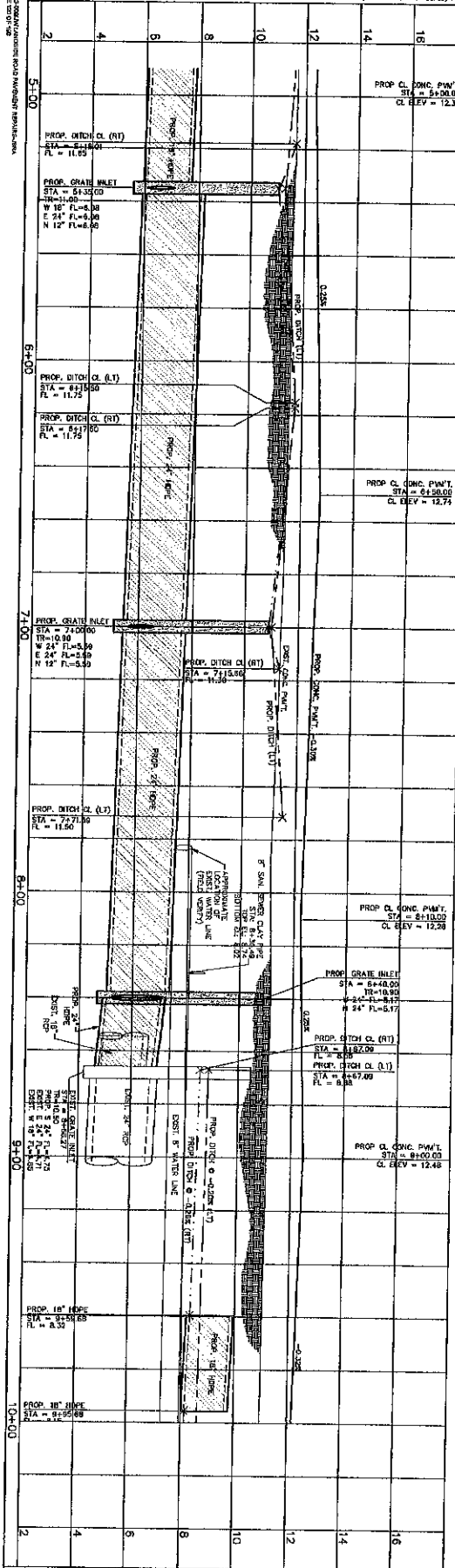
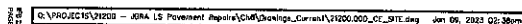
PROPOSED DRIVEWAY PAVING TABLE	
ID#	DESCRIPTION
1	CONCRETE DRIVEWAY
2	CONCRETE DRIVEWAY
3	CONCRETE DRIVEWAY
4	CONCRETE DRIVEWAY
5	CONCRETE DRIVEWAY
6	CONCRETE DRIVEWAY
7	CONCRETE DRIVEWAY

PROPOSED DRIVEWAY PAVING TABLE	
ID#	UNIT
(1) ASPHALT	
(2) CONCRETE DRIVEWAY	240 SF.
(3) CONCRETE DRIVEWAY	320 SF.
(4) CONCRETE DRIVEWAY	1,026 SF.
(5) CONCRETE DRIVEWAY	386 SF.
(6) CONCRETE DRIVEWAY	417 SF.



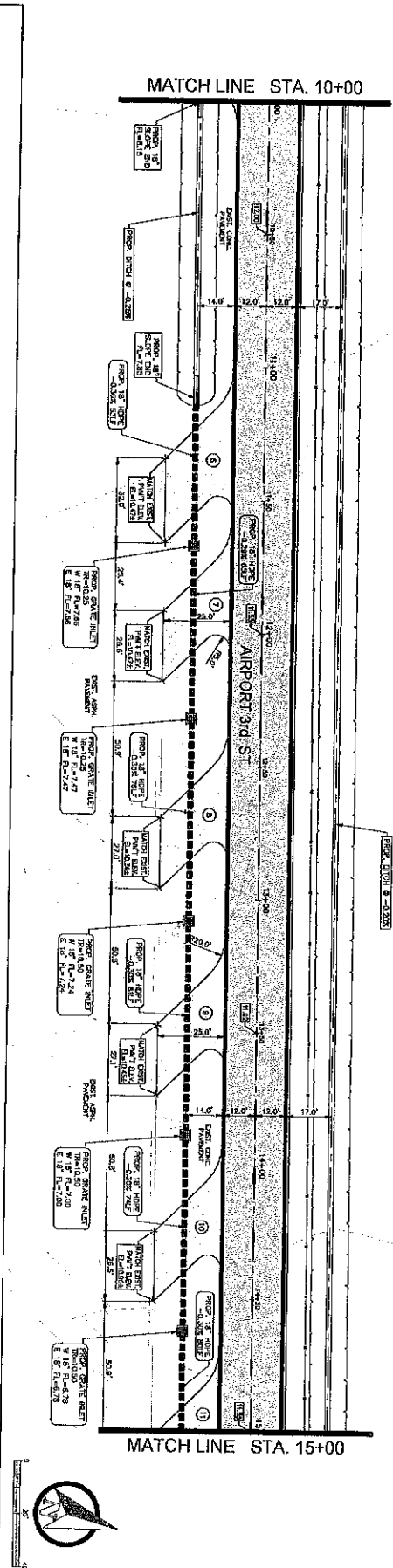
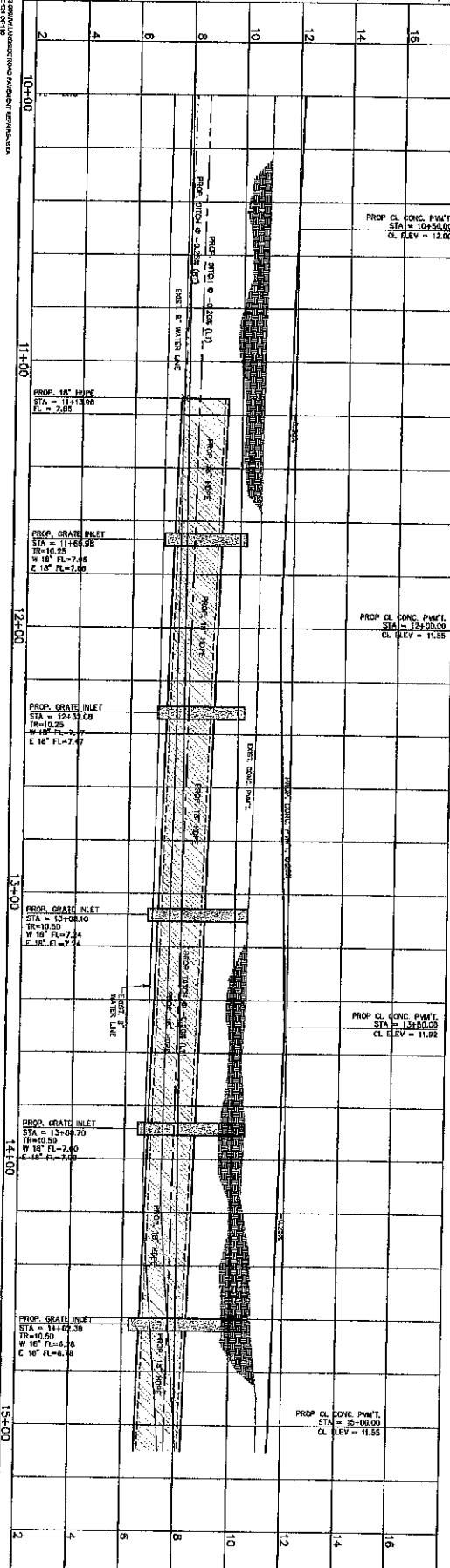






13	DISSEMINATION	UNIT
1	CONCRETE DRIVEWAY	872 SF
2	CONCRETE DRIVEWAY	8-58 SF
3	CONCRETE DRIVEWAY	848 SF
4	CONCRETE DRIVEWAY	847 SF
5	CONCRETE DRIVEWAY	771 SF
6	CONCRETE DRIVEWAY	844 SF
7	CONCRETE DRIVEWAY	707 SF
8	CONCRETE DRIVEWAY	716 SF
9	CONCRETE DRIVEWAY	720 SF
10	CONCRETE DRIVEWAY	720 SF
11	CONCRETE DRIVEWAY	720 SF
12	CONCRETE DRIVEWAY	1,589 SF

[illegible]



### SITE LEGEND

SYMBOL	DESCRIPTION
[Symbol]	PROPOSED CONCRETE DRIVEWAY
[Symbol]	PROPOSED ROCK DRIVEWAY
[Symbol]	PROPOSED GRADE INLET
[Symbol]	PROPOSED CONC. PAVT.
[Symbol]	PROPOSED CONC. PAVT. STA.
[Symbol]	PROPOSED CONC. PAVT. CL. ELEV.
[Symbol]	PROPOSED CONC. PAVT. STA. = 10+50.00 CL. ELEV. = 12.00
[Symbol]	PROPOSED CONC. PAVT. STA. = 11+50.00 CL. ELEV. = 11.55
[Symbol]	PROPOSED CONC. PAVT. STA. = 12+50.00 CL. ELEV. = 11.55
[Symbol]	PROPOSED CONC. PAVT. STA. = 13+50.00 CL. ELEV. = 11.55
[Symbol]	PROPOSED CONC. PAVT. STA. = 14+50.00 CL. ELEV. = 11.55
[Symbol]	PROPOSED CONC. PAVT. STA. = 15+00.00 CL. ELEV. = 11.55

### PROPOSED DRIVEWAY PAVING TABLE

STA.	DESCRIPTION	UNIT
10+00	CONCRETE DRIVEWAY	825 SF
10+50	CONCRETE DRIVEWAY	695 SF
11+00	CONCRETE DRIVEWAY	695 SF
11+50	CONCRETE DRIVEWAY	715 SF
12+00	CONCRETE DRIVEWAY	715 SF
12+50	CONCRETE DRIVEWAY	715 SF
13+00	CONCRETE DRIVEWAY	715 SF
13+50	CONCRETE DRIVEWAY	715 SF
14+00	CONCRETE DRIVEWAY	715 SF
14+50	CONCRETE DRIVEWAY	715 SF
15+00	CONCRETE DRIVEWAY	715 SF




NOTE: SEE SHEET C7.1 FOR ROADWAY, AIRSIDE AND SHOULDER PAVEMENT QUANTITIES.

21200.000\_CE\_SITE  
AIRPORT 3rd. ST.  
PLAN & PROFILE  
STA. 15+00 - 20+00

**JACK BROOKS**  
REGIONAL AIRPORT

**Fittz & Shipman**

**Consulting Engineers and Land Surveyors**  
1405 Cornerstone Court Beaumont, TX, 77706  
Ph. (409) 832-7238 Fax. (409) 832-7303  
[www.filtzshipman.com](http://www.filtzshipman.com)  
T.D.P.E. Firm #1160 T.X.L.S. Firm #100160

	PROPOSED CONCRETE DRIVEWAY
	PROPOSED ROCK DRIVEWAY
	

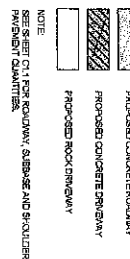
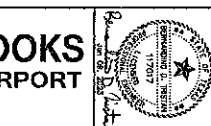
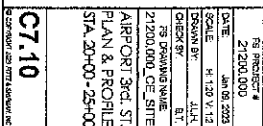
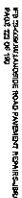
NOTE:  
SEE SHEET C-1 FOR ROADWAY, SUBBASE AND SHOULDER  
PAVEMENT QUANTITIES.

ID #	DESCRIPTION	UNIT
⑦	CONCRETE DRIVEWAY	767 SFS
⑧	CONCRETE DRIVEWAY	775 SFS
⑨	CONCRETE DRIVEWAY	778 SFS
⑩	CONCRETE DRIVEWAY	780 SFS
⑪	CONCRETE DRIVEWAY	787 SFS
⑫	CONCRETE DRIVEWAY	1,459 SFS

[illegible]







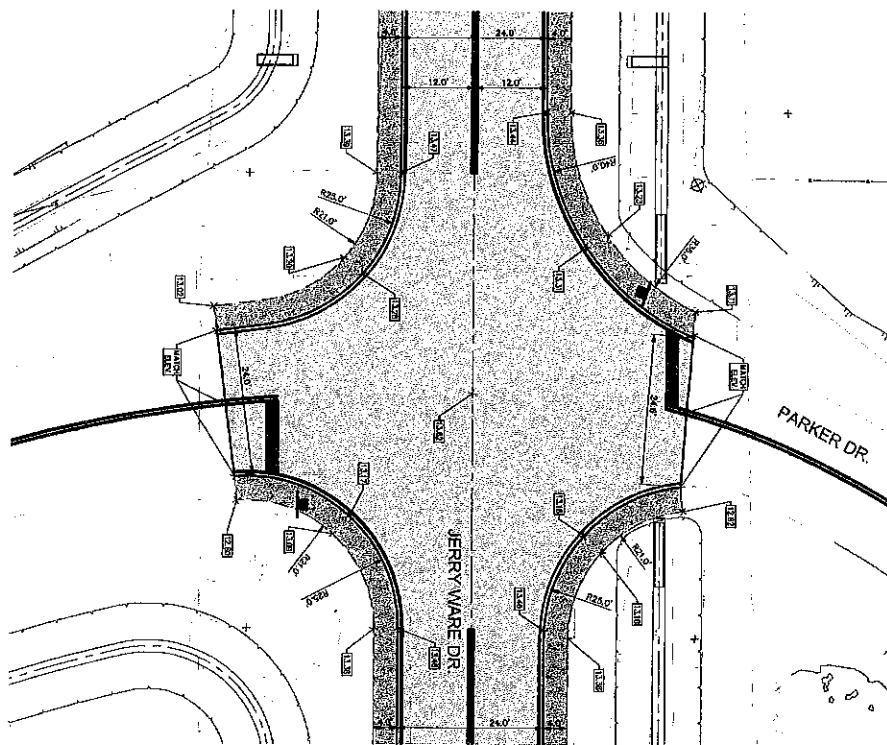
ID #	DESCRIPTION	UNIT
⑦	CONCRETE DRIVEWAY	707 SF
⑧	CONCRETE DRIVEWAY	715 SF
⑨	CONCRETE DRIVEWAY	718 SF
⑩	CONCRETE DRIVEWAY	700 SF
⑪	CONCRETE DRIVEWAY	701 SF
⑫	CONCRETE DRIVEWAY	1,459 SF

[illegible]
**JACK BROOKS**  
 REGIONAL AIRPORT

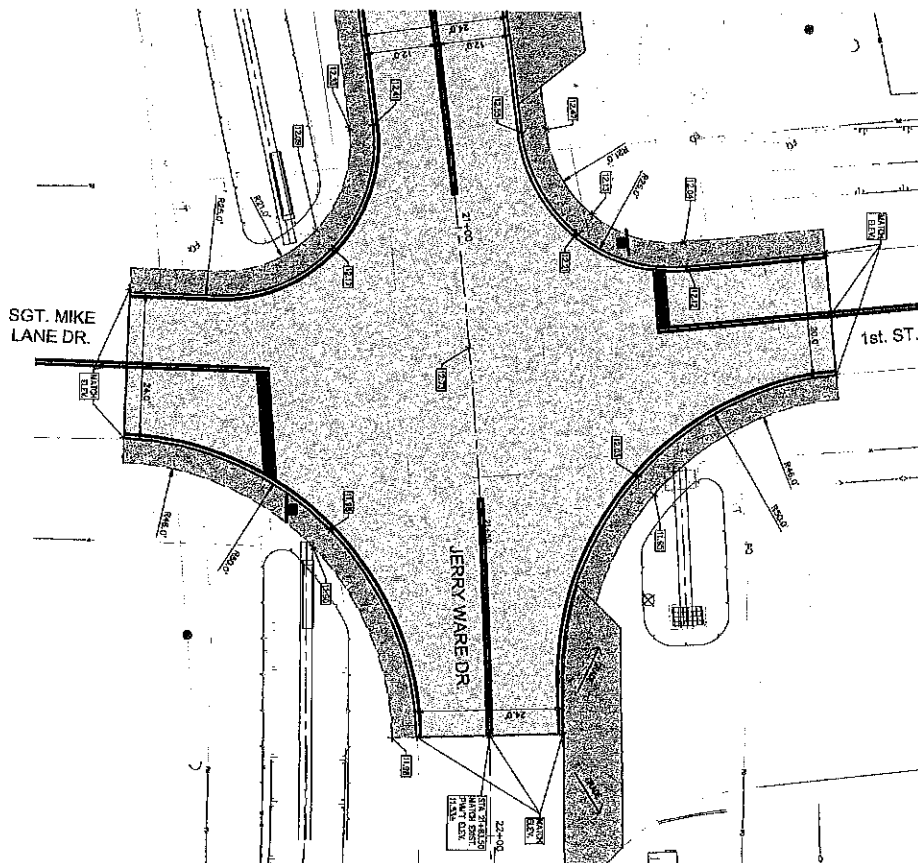
**Fittz & Shipman**  
INC.  
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1406 Comestine Court Beaumont, TX 77706  
Ph. (409) 832-7238 Fax. (409) 832-7303  
www.fitzshipman.com  
T.B.P.E. Firm #1190 T.X.L.S. Firm #100166

[illegible]

INTERSECTION GRADING  
JERRY WARE DRIVE AT  
PARKER DRIVE

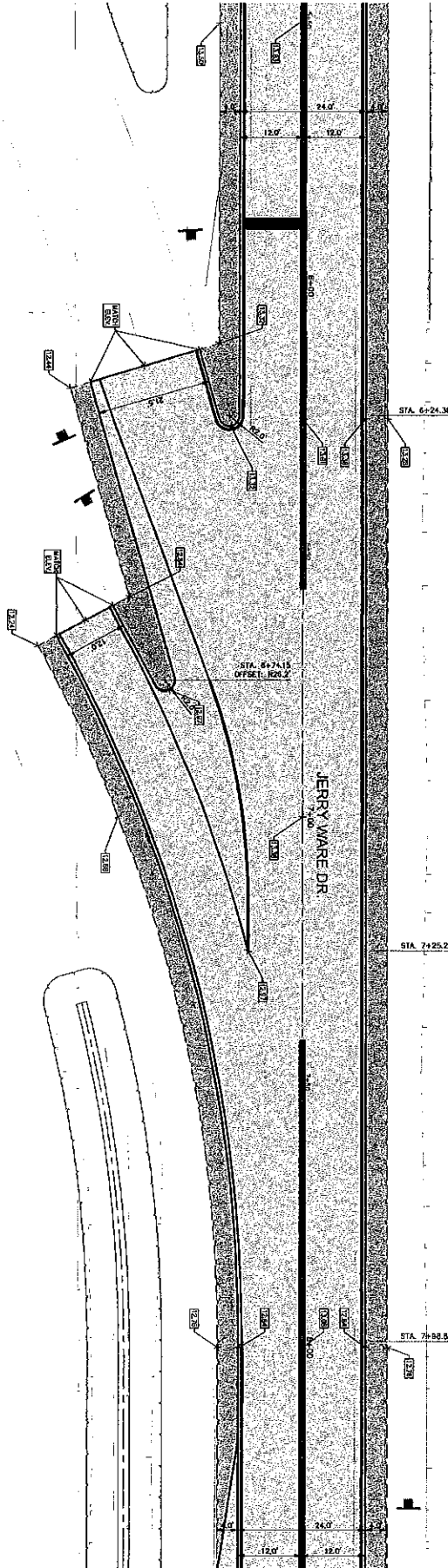


INTERSECTION GRADING  
JERRY WARE DRIVE AT SGT.  
MIKE LANE / 1st. STREET



<b>C7.11</b> INTERSECTION GRADING JERRY WARE DRIVE AT SGT. MIKE LANE / 1st. STREET	<b>JACK BROOKS</b> REGIONAL AIRPORT		<b>Fittz &amp; Shipman</b> INC. Consulting Engineers and Land Surveyors 1405 Cranstone Court, Beaumont, TX 77705 Ph. (409) 632-7730 Fax. (409) 632-7900 www.fittzshipman.com T.B.P.E. Firm #1150 T.X.L.S. Firms #100180	FIG.	ISSUED FOR	DATE

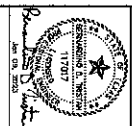
INTERSECTION GRADING  
 JERRY WARE DRIVE AT  
 AIR LINE DRIVE



SUNSET EQUIPMENT

PROJECT #	21200.000
DATE	Jan 02, 2023
SCALE	1" = 40'
DRAWN BY	JLK
CHECKED BY	S.T.
BY DRAWING NAME	1720-006-C7_SITE
INTERSECTION GRADING PLAN	JERRY WARE DR

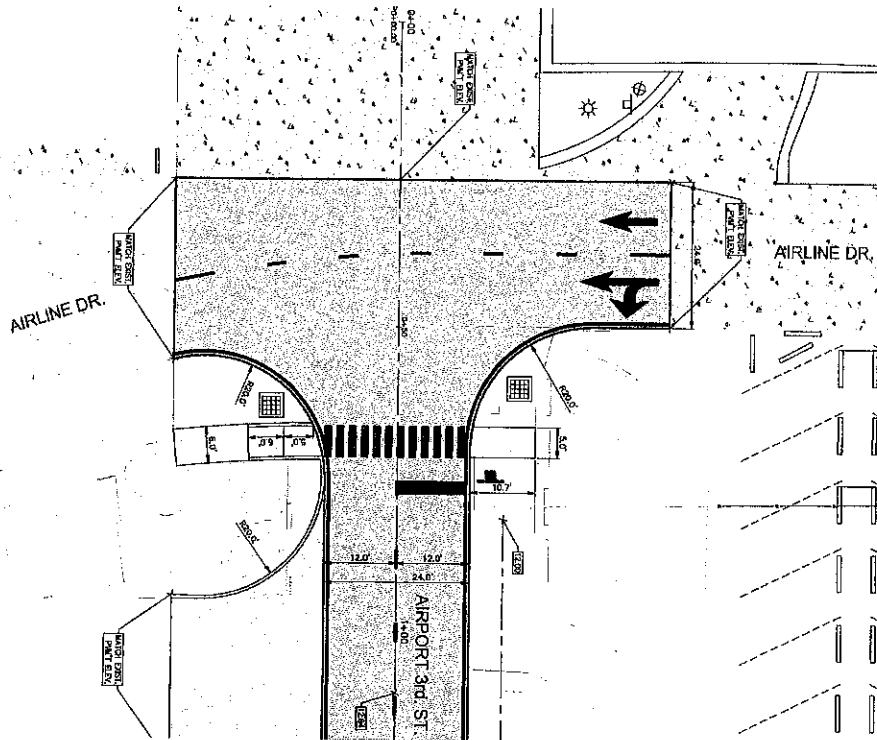
**JACK BROOKS**  
 REGIONAL AIRPORT



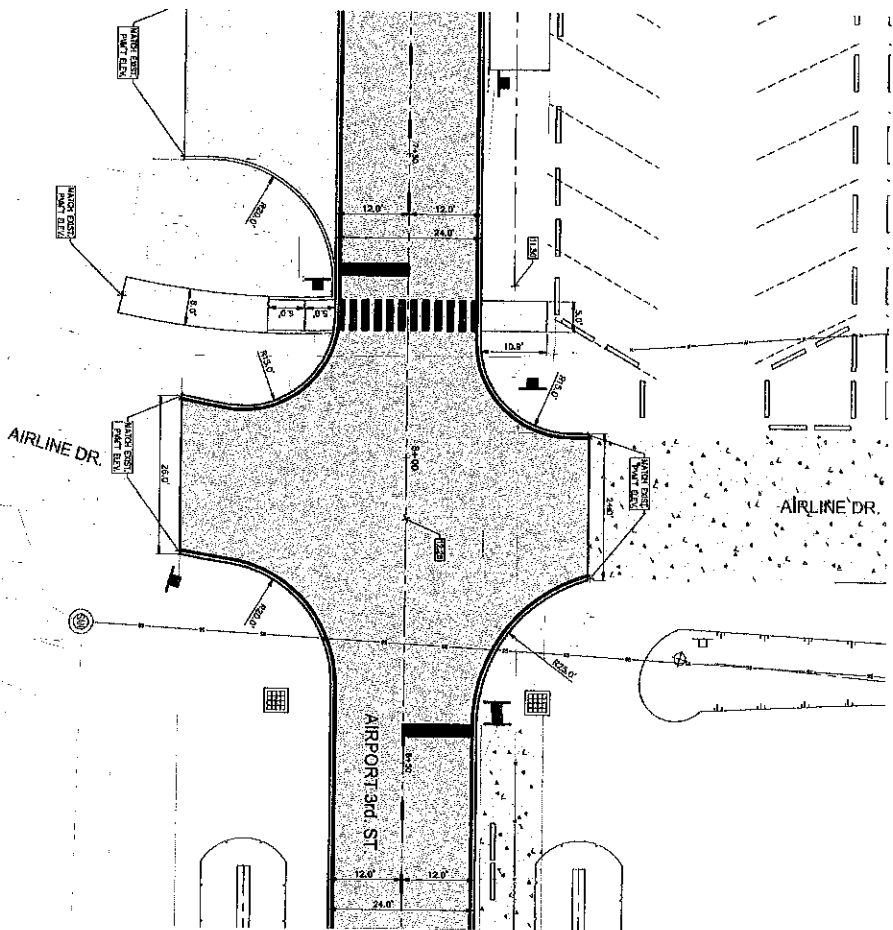
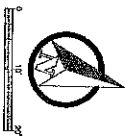
**Fittz & Shipman**  
 INC.  
 Consulting Engineers and Land Surveyors  
 1405 Cornerstone Court, Deasonville, TX 77706  
 Ph. (409) 832-7238 Fax. (409) 832-7303  
 www.fittzshipman.com  
 T.B.P.E. Firm #1160 T.X.L.S. Firm #100186

NO.	ISSUED FOR	DATE

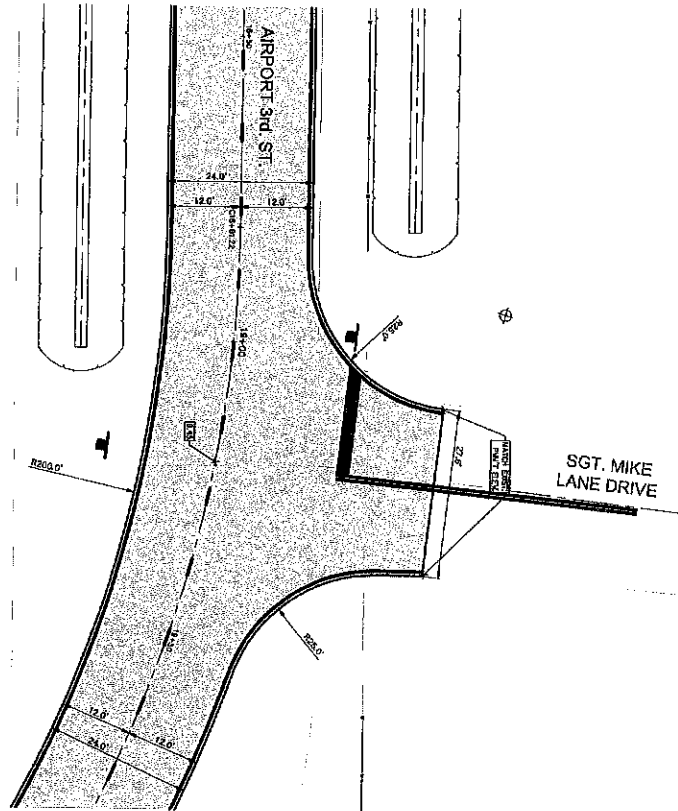
INTERSECTION GRADING  
AIRPORT 3rd. STREET AT  
AIRLINE DRIVE



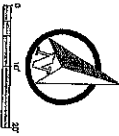
INTERSECTION GRADING  
AIRPORT 3rd. STREET AT  
AIRLINE DRIVE



<b>C7.13</b> INTERSECTION GRADING AIRPORT 3rd. ST. AIRLINE DRIVE	<b>JACK BROOKS</b> REGIONAL AIRPORT		<b>Fittz &amp; Shipman</b> Consulting Engineers and Land Surveyors 1405 Cornerstone Court, Suite 100, Houston, TX 77057 Ph: (409) 832-7238 Fax: (409) 832-7303 www.fittzshipman.com T.O.P.E. Firm #1162 T.O.P.E. Firm #100186	NO.	ISSUED FOR	DATE



**INTERSECTION GRADING  
AIRPORT 3rd. STREET AT  
SGT. MIKE LANE DRIVE**



C7.14

FS PROJECT #  
21200.000

DATE Jan 09, 2003

SCALE T = 10'

DRAIN BY: J.L.H.

CHECK BY: B.T.

FS DRAWING NAME:  
21200.000\_CE SITE

INTERSECTION  
GRADING PLAN  
AIRPORT 3rd. ST.



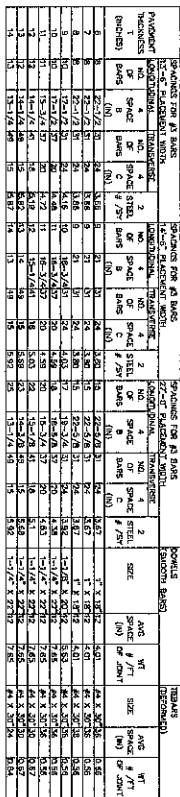
**JACK BROOKS**  
REGIONAL AIRPORT

**Fittz & Shipman**

**Consulting Engineers and Land Surveyors**  
1405 Commerce Court Seabrook, TX, 77709  
Ph. (409) 832-7736 Fax. (409) 832-7303  
[www.fitzshapen.com](http://www.fitzshapen.com)  
T.B.P.E. Firm #1160 T.C.L.S. Firm #100185

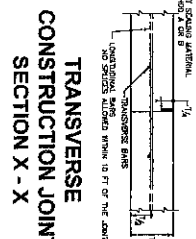
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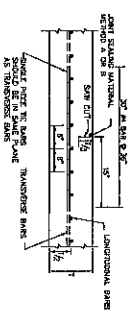


JOINT SEALING MATERIAL  
METHOD A OR B

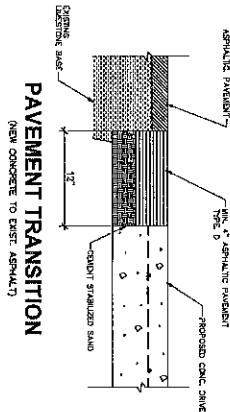
1/4



**TRANSVERSE  
INSTRUCTION JOINT  
SECTION X - X**



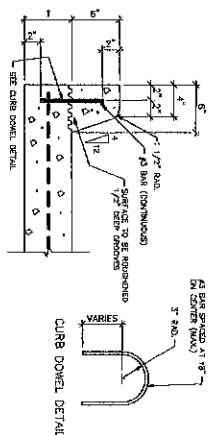
LONGITUDINAL  
CONTRACTION JOINT  
SECTION Z - Z



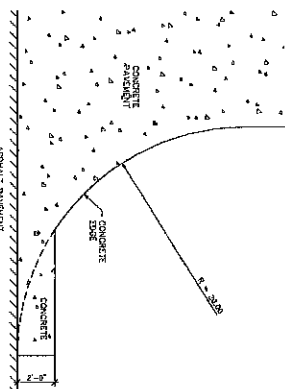
## PAVEMENT TRANSITION

(NEW CONCRETE TO EXIST. ASPHALT)

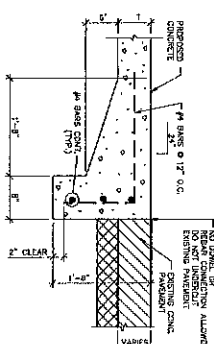
SLAB THICKNESS (mm)	TRANSVERSE STEEL		THE BARS	
	AT INDIVIDUAL CONSTRUCTION JOINT	AT LONGITUDINAL CONSTRUCTION JOINT	AT INDIVIDUAL CONSTRUCTION JOINT	AT LONGITUDINAL CONSTRUCTION JOINT
60-75	#5	#5	#5	#5
80-120	#5	#5	#5	#5

[illegible]

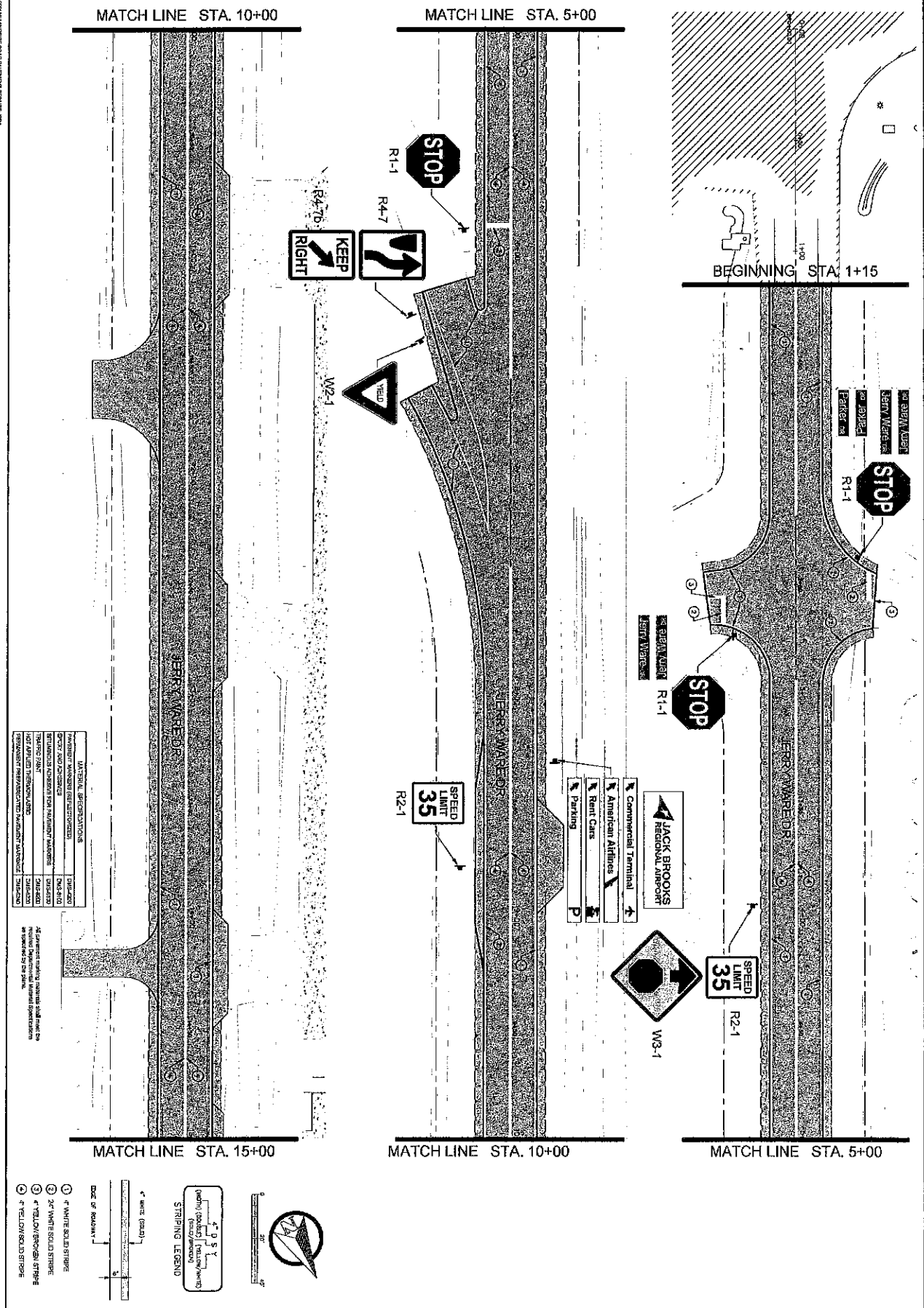
# STANDARD CURB FOR REINFORCED CONCRETE PAVEMENT



### DRIVEWAY CURB TERMINATION



**PAVEMENT TRANSITION - TXDOT**  
( NEW CONCRETE TO EXIST. CONCRETE )



**JACK BROOKS REGIONAL AIRPORT**

DATE: JAN 09, 2003  
 SCALE: 1" = 20'  
 DRAWN BY: JLB  
 CHECK BY: BLO  
 TITLE: JERRY WARE DR PMT STRIPING AND SIGNAGE

**Fittz & Shipman INC.**  
 Consulting Engineers and Land Surveyors  
 1415 CONVENT ROAD SUITE 100  
 DALLAS, TEXAS 75201  
 TEL: (409) 832-7236 FAX: (409) 832-7300  
 WWW.FITZANDSHIPMAN.COM

NO.	ISSUED FOR	DATE

**LEGEND**

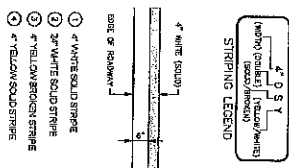
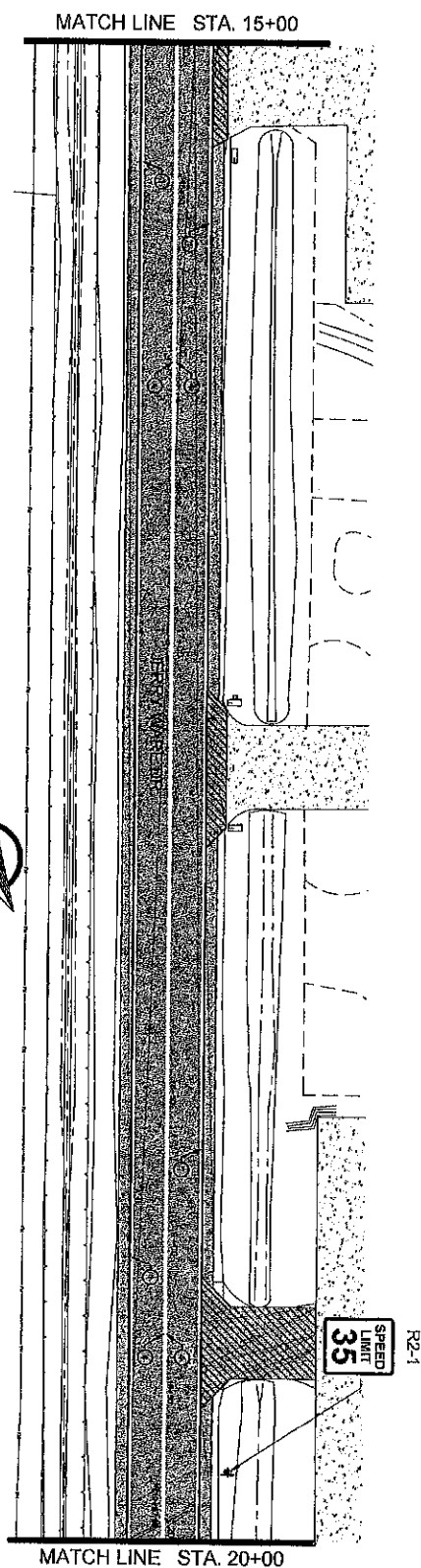
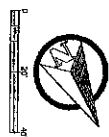
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**LEGEND**

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**LEGEND**

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 100" WHITE SOLID STRIPE



MATERIAL SPECIFICATIONS	
PAYMENT MARKING (REEL AUTOMATED)	DMS-1000
EXOS AND EXOS-ES	DMS-300
BITUMINOUS ADHESIVE FOR PAYMENT MARKING	DMS-500
TRAFFIC PAINT	DMS-4000
HOT APPLIED THERMOPLASTIC	DMS-4200
PERMANENT PNEUMATICALLY APPLIED MARKINGS	DMS-4200

All pavement standing materials must meet the required Departmental Material Specifications as specified by the plans.

JERRY WARE  
PVM<sup>™</sup> STRIPING  
AND SIGNAGE

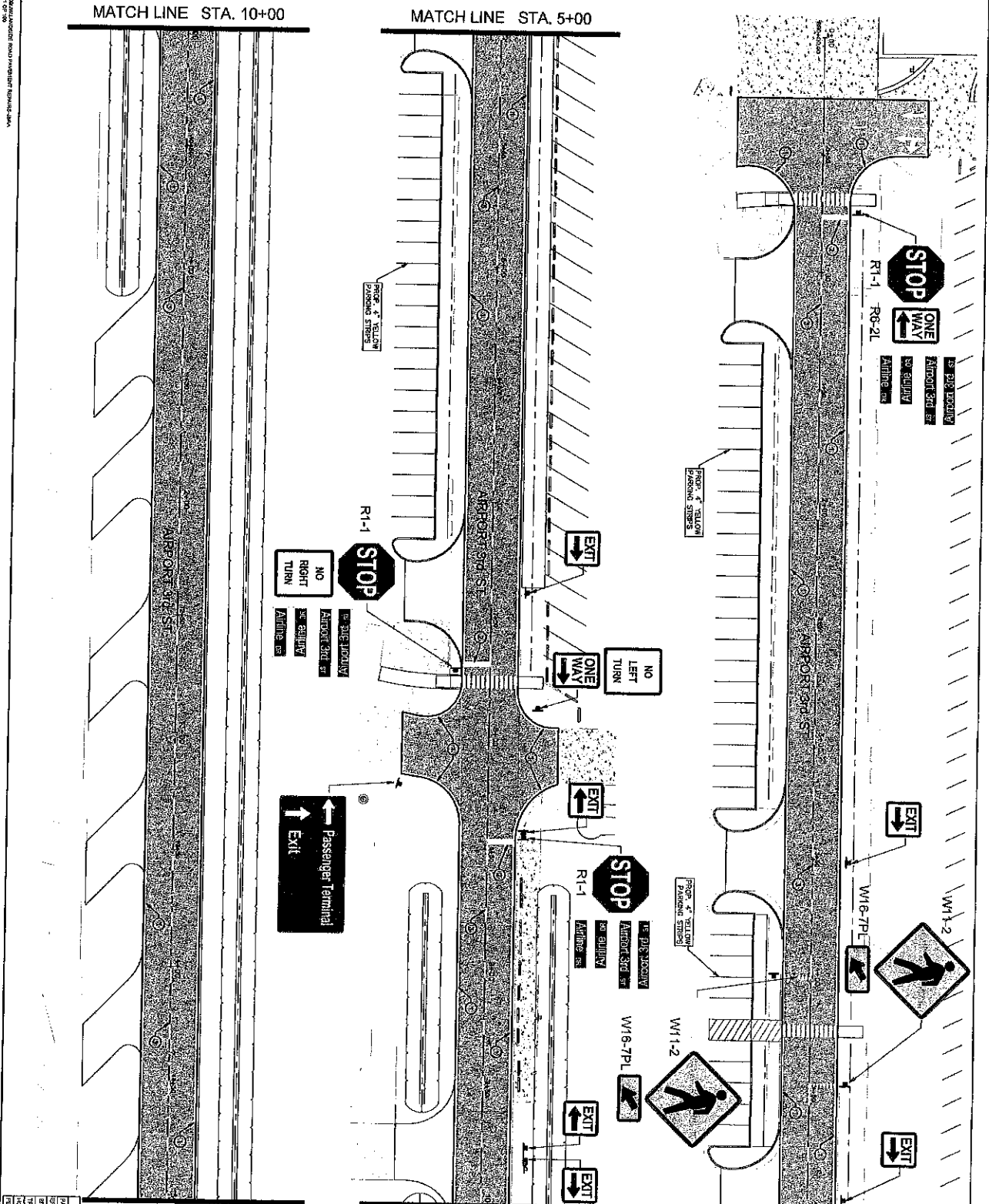


**JACK BROOKS**  
REGIONAL AIRPORT

**Fittz & Shipman**

**Consulting Engineers and Land Surveyors**  
1405 Colverson Court Beaumont, TX, 77705  
Ph. (409) 532-7238 Fax. (409) 532-7303  
[www.fitzshipman.com](http://www.fitzshipman.com)  
T.B.P.E. Firm #1160 T.X.L.S. Firm #100188

[illegible]



**STRIPING LEGEND**

4" WHITE SOLID STRIPE

2" WHITE SOLID STRIPE

4" YELLOW SOLID STRIPE

4" YELLOW SOLID STRIPE

**LEGEND**

4" WHITE SOLID STRIPE

2" WHITE SOLID STRIPE

4" YELLOW SOLID STRIPE

4" YELLOW SOLID STRIPE

**PROJECT DATA**

PROJECT NAME: AIRPORT 3RD ST. PWT STRIPING AND SIGNAGE

DATE: 2/12/2003

SCALE: 1" = 20'

DRAWN BY: J.B.T.

CHECKED BY: J.B.T.

IN CHARGE: J.B.T.

**REVISIONS**

NO.	DESCRIPTION	DATE
1	ISSUED FOR	

**JACK BROOKS**

REGIONAL AIRPORT

**Fittz & Shipman**

INC.

Consulting Engineers and Land Surveyors

1405 Oronoke Court Greenville, SC 29615

Ph. (606) 832-7255 Fax. (606) 832-7303

www.fittzshipman.com

T.B.P.E. Firm #180 T.C.L.S. Firm #100155

**CH 3**

21200.000

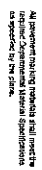
2/12/2003

1" = 20'

J.B.T.

J.B.T.

J.B.T.

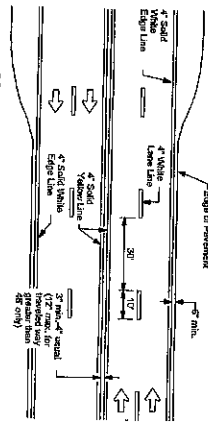
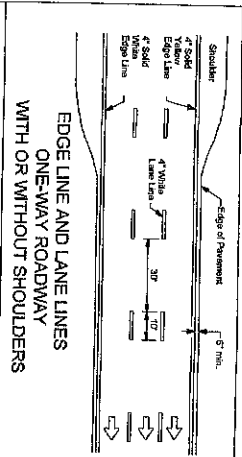


**C8.4**

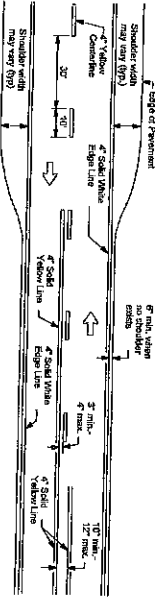
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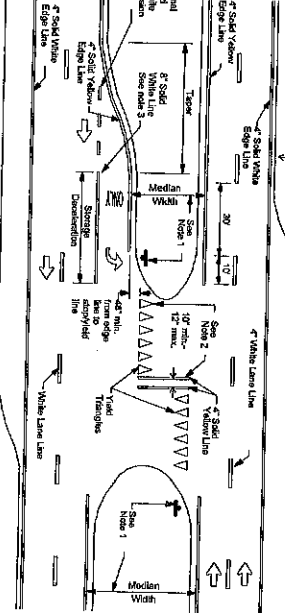
**DISCLAIMER:** The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.



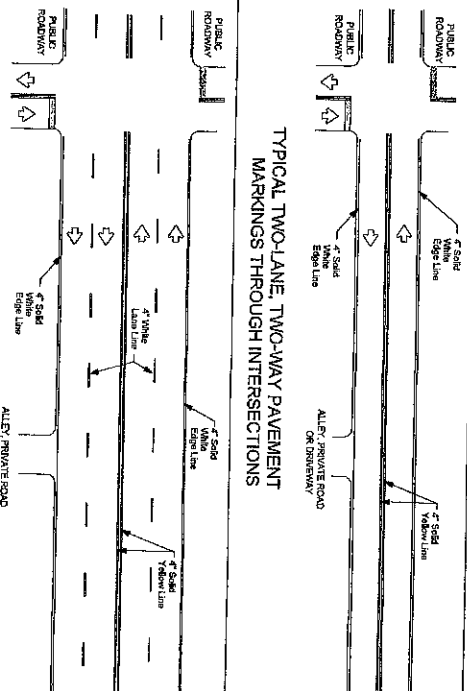
**CENTERLINE AND LANE LINES  
FOUR LANE TWO-WAY ROADWAY  
WITH OR WITHOUT SHOULDERS**



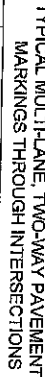
1. TWO LANE 1-WO-WAY ROADWAY  
WITH OR WITHOUT SHOULDERS



## FOUR LANE DIVIDED ROADWAY CROSSOVERS



## TYPICAL TWO-LANE, TWO-WAY PAVEMENT MARKINGS THROUGH INTERSECTIONS



## YIELD LINES

## NOTES

2. **Vertical** and/or **horizontal** tagings are secured by a median width of 1/2 inch (12.7 mm) and are secured by a median width of 1/2 inch (12.7 mm).
3. **Length** of turn buoy, including taper, degradation, and storage lengths shall be as shown on the plans or as directed by the Engineer.

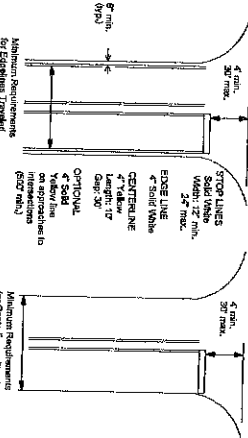
### GENERAL NOTES

1. Edgewise cutting shall be as shown in the plan or as directed by the Engineer. The edgeline should not be placed less than 8 inches from the edge of pavement. This distance may vary due to pavement crushing or other conditions. Edgelines are not required in turn and grade sections or roadways.
2. The traveled way includes only that portion of the roadway used for vehicular travel. It does not include the parking lanes, shoulders, berms and abutments. The traveled ways shall be measured from the inside of edgeline to the inside of edgeline of a two lane roadway.

### MATERIAL SPECIFICATION:

MAXIMUM SPECIFICATIONS	DMS-4200
PAVEMENT MARKERS (REFLECTORIZED)	DMS-6100
EPOXY AND ADHESIVES	DMS-6700
BEITMAN'S ADHESIVE FOR PAVEMENT MARKERS	DMS-6200
TRAFFIC PAINT	DMS-4200
NOT APPLIED THERMOPLASTIC	DMS-4200
PERMANENT PRE-FABRICATED PAVEMENT MARKINGS	DMS-4200

and pavement reinforcing materials shall meet the required Departmental Material Specifications as specified by the plans.



## GUIDE FOR PLACEMENT OF STOP LINES, EDGE LINE & CENTERLINE

## Ensuring Safe & Favorable Vary Lane Pavement Width for Undivided Highways

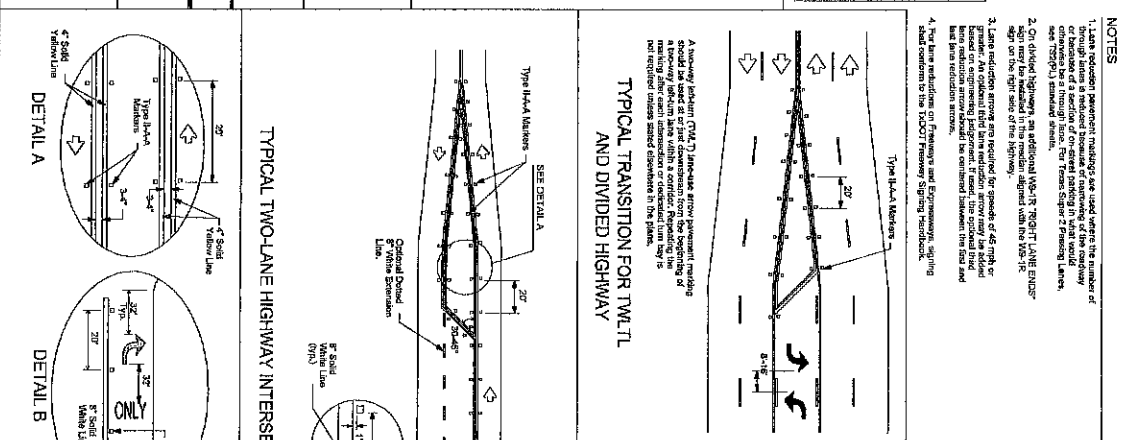
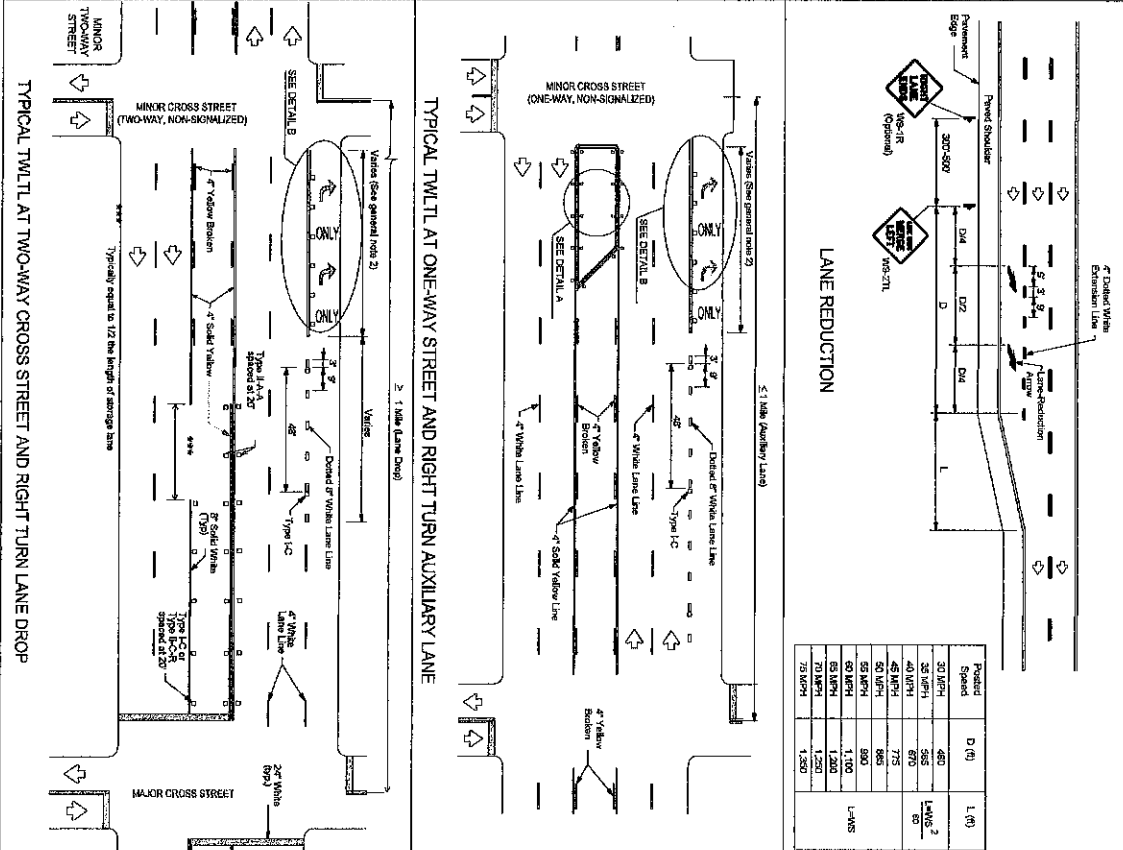
## TYPICAL STANDARD PAVEMENT MARKINGS

PM(1)-20

Page	88	Rev.	Rev.	Rev.	Rev.
Project	November 1978	Cost	200	Highway	
880	5.00				
603	242				
600	6.00				
200					

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DATE:  
FILE:

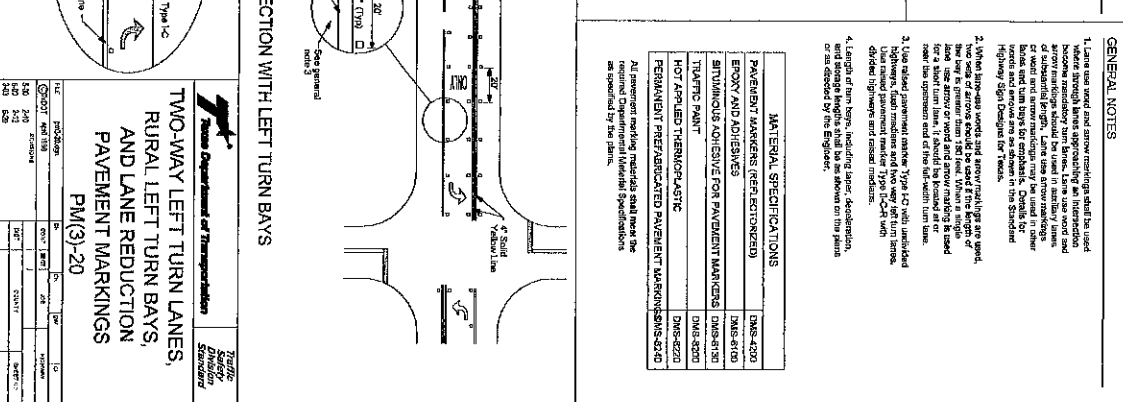


#### NOTES

1. Lane reduction pavement markings are used where the number of lanes in a section of a highway is reduced. The markings are used to indicate the location of the reduction and to provide advance warning to drivers. The markings are used in the following situations:
  - a. A section of a highway is reduced from two lanes to one lane.
  - b. A section of a highway is reduced from three lanes to two lanes.
  - c. A section of a highway is reduced from four lanes to three lanes.
  - d. A section of a highway is reduced from five lanes to four lanes.
2. The markings are used in the following situations:
  - a. A section of a highway is reduced from two lanes to one lane.
  - b. A section of a highway is reduced from three lanes to two lanes.
  - c. A section of a highway is reduced from four lanes to three lanes.
  - d. A section of a highway is reduced from five lanes to four lanes.
3. Lane reduction markings are required for speeds of 45 mph or greater. At speeds less than 45 mph, the markings may be omitted. The markings are required for all sections of a highway that are reduced from two lanes to one lane, from three lanes to two lanes, from four lanes to three lanes, and from five lanes to four lanes.
4. All sections of a highway that are reduced from two lanes to one lane, from three lanes to two lanes, from four lanes to three lanes, and from five lanes to four lanes, shall be marked with the following markings:
  - a. Advance warning markings (Type I-C).
  - b. Lane reduction markings (Type I-B).
  - c. Lane reduction markings (Type I-A).

#### GENERAL NOTES

1. Lane use and arrow markings shall be used where through lanes are approaching an intersection. The markings are used to indicate the location of the intersection and to provide advance warning to drivers. The markings are used in the following situations:
  - a. A section of a highway is reduced from two lanes to one lane.
  - b. A section of a highway is reduced from three lanes to two lanes.
  - c. A section of a highway is reduced from four lanes to three lanes.
  - d. A section of a highway is reduced from five lanes to four lanes.
2. The markings are used in the following situations:
  - a. A section of a highway is reduced from two lanes to one lane.
  - b. A section of a highway is reduced from three lanes to two lanes.
  - c. A section of a highway is reduced from four lanes to three lanes.
  - d. A section of a highway is reduced from five lanes to four lanes.
3. Lane use and arrow markings are required for speeds of 45 mph or greater. At speeds less than 45 mph, the markings may be omitted. The markings are required for all sections of a highway that are reduced from two lanes to one lane, from three lanes to two lanes, from four lanes to three lanes, and from five lanes to four lanes.
4. All sections of a highway that are reduced from two lanes to one lane, from three lanes to two lanes, from four lanes to three lanes, and from five lanes to four lanes, shall be marked with the following markings:
  - a. Advance warning markings (Type I-C).
  - b. Lane use and arrow markings (Type I-B).
  - c. Lane use and arrow markings (Type I-A).



**JACK BROOKS REGIONAL AIRPORT**

21200.000

DATE: 2/12/2000

SCALE: N.T.S.

DESIGNED BY: JLB

CHECKED BY: BJT

IN CHARGE: JLB

PROJECT: JACK BROOKS REGIONAL AIRPORT

PAVEMENT STRIPPING AND SIGNAGE

**Fittz & Shipman INC.**

Consulting Engineers and Land Surveyors

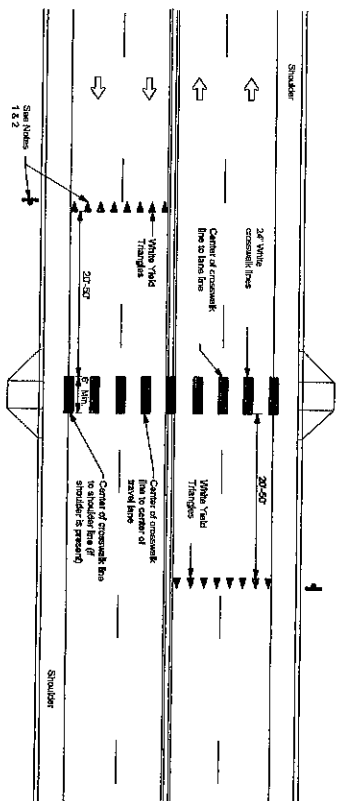
1405 Countryside Court, Beaufort, TX 77706

Ph: (409) 832-2248 Fax: (409) 832-4700

www.fittzshipman.com


T.B.U.P. Form #1150 T.A.L.S. Form #100160

DATE: \_\_\_\_\_  
FILE: \_\_\_\_\_

UNSIGNALIZED MID BLOCK HIGH-VISIBILITY  
LONGITUDINAL CROSSWALK

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.

## PMI(4)-2C

 Texas Department of Transportation		Project No. _____ Survey Station _____ Section _____
722 100' Station 100' Station 100' Station 100' Station	722 100' Station 100' Station 100' Station 100' Station	722 100' Station 100' Station 100' Station 100' Station

C8.7

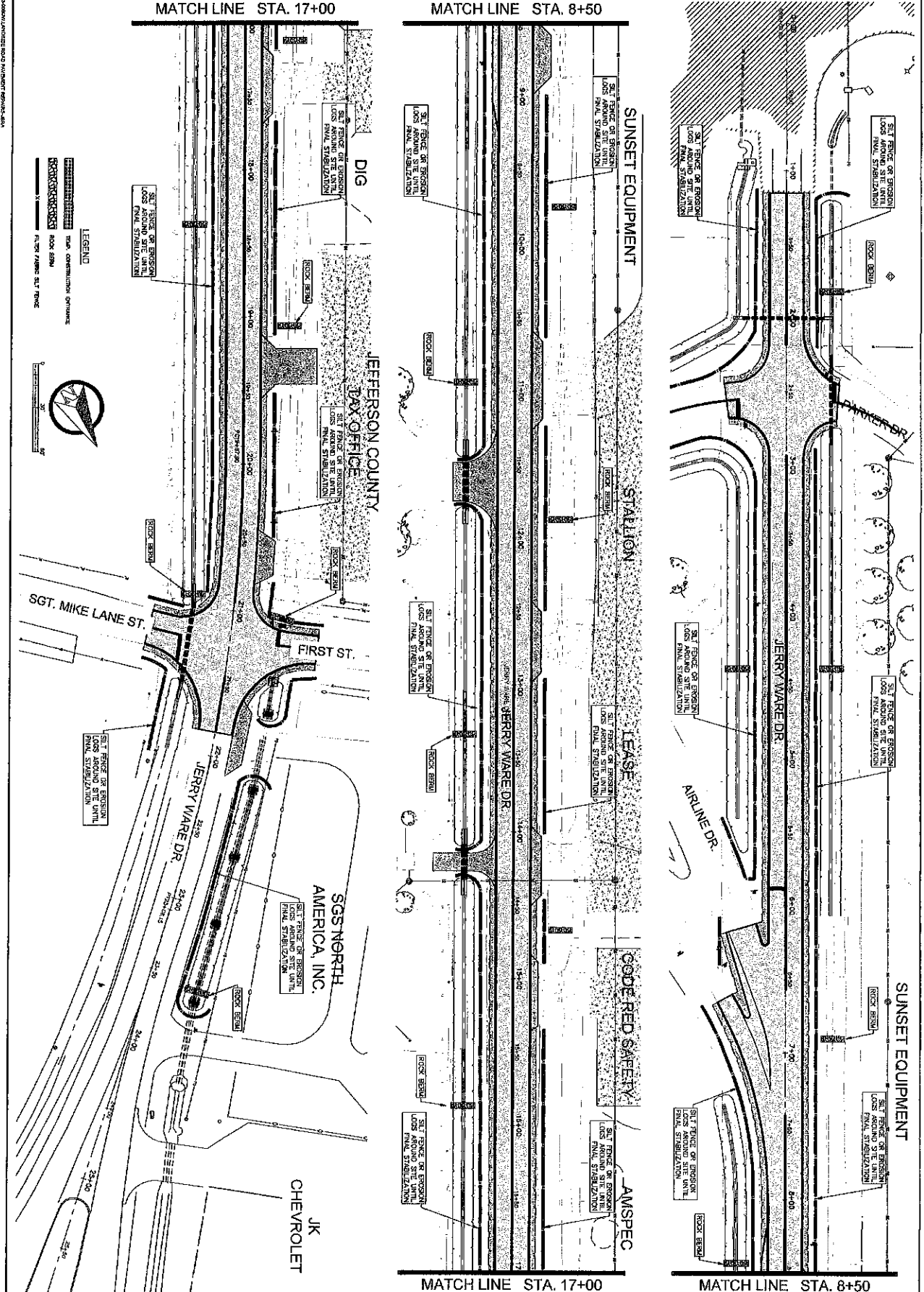
PAVEMENT  
STRIPING AND  
SIGNAGE

**JACK BROOKS**  
REGIONAL AIRPORT

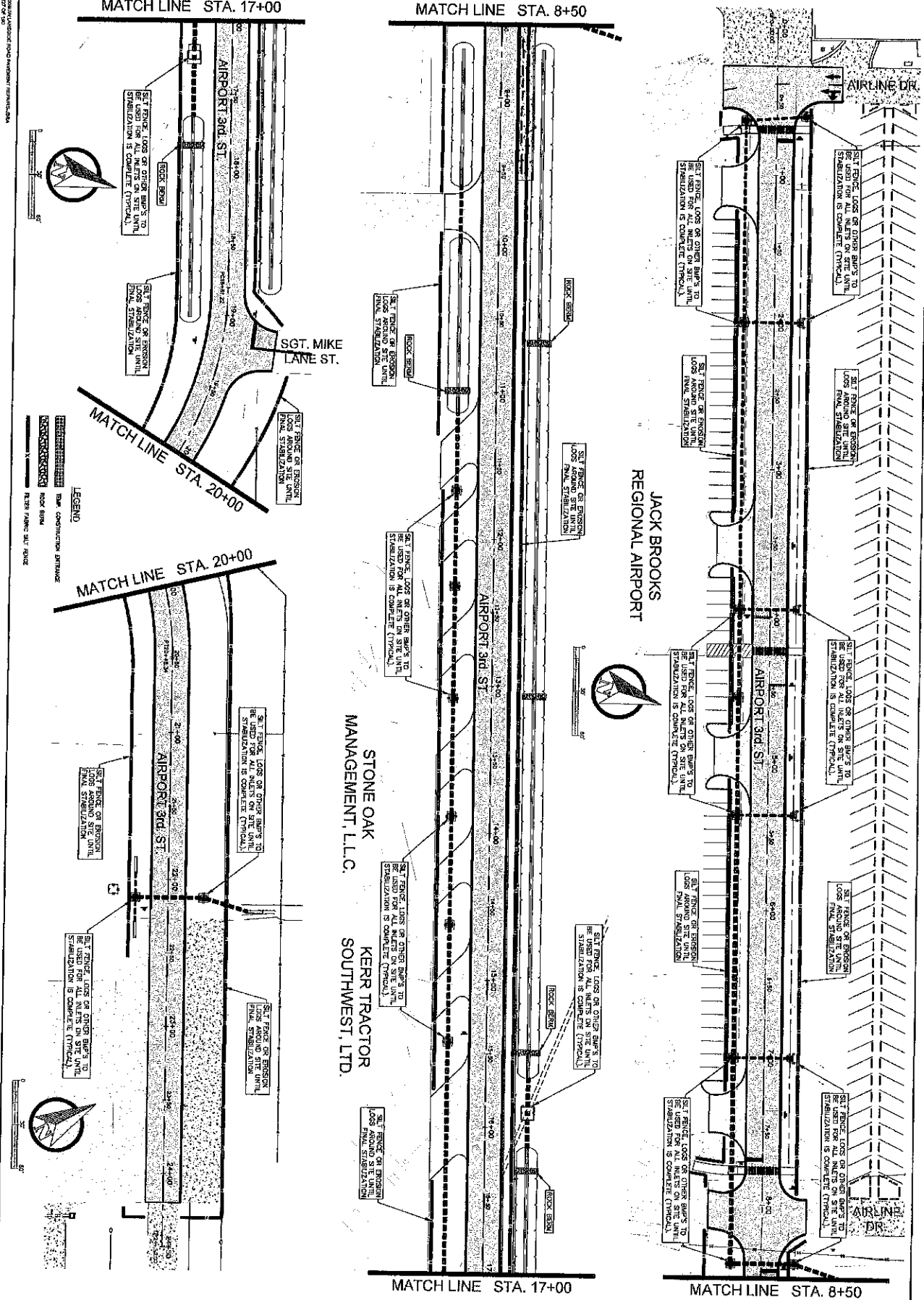


**Fittz & Shipman**  
INC.  
*Consulting Engineers and Land Surveyors*  
1406 Cornerstone Court, Bessemer, TX, 77706  
Ph. (409) 832-7233 Fax. (409) 832-7303  
[www.fitzshipman.com](http://www.fitzshipman.com)  
T.A.P. E. Firm #1160 T.X.L.S. Firm #100185

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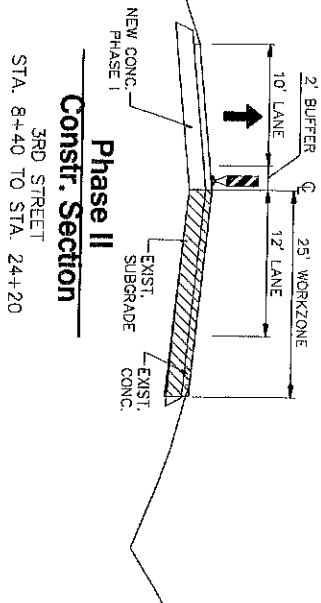
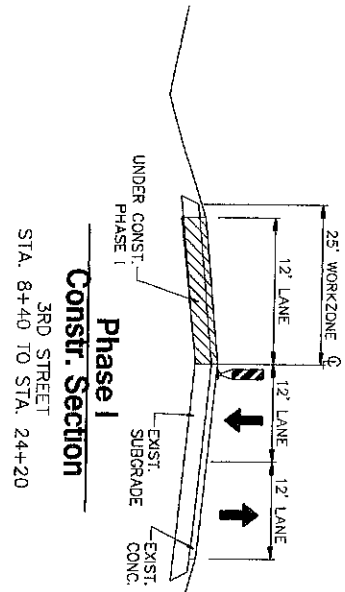
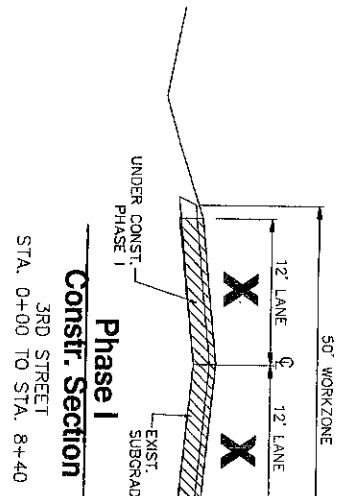
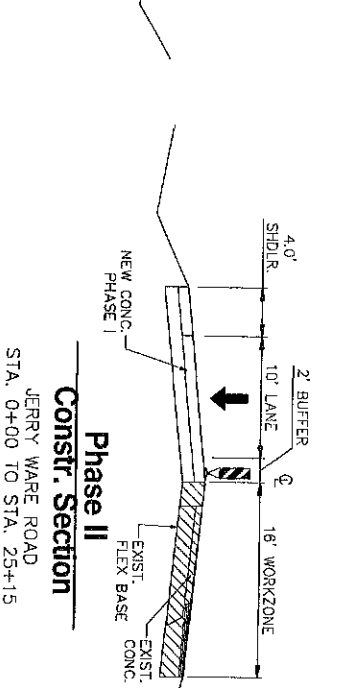
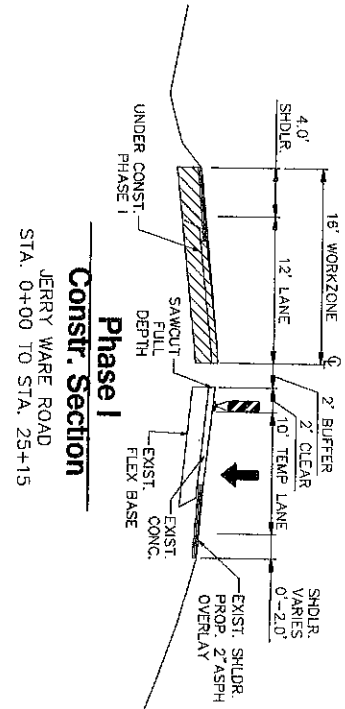


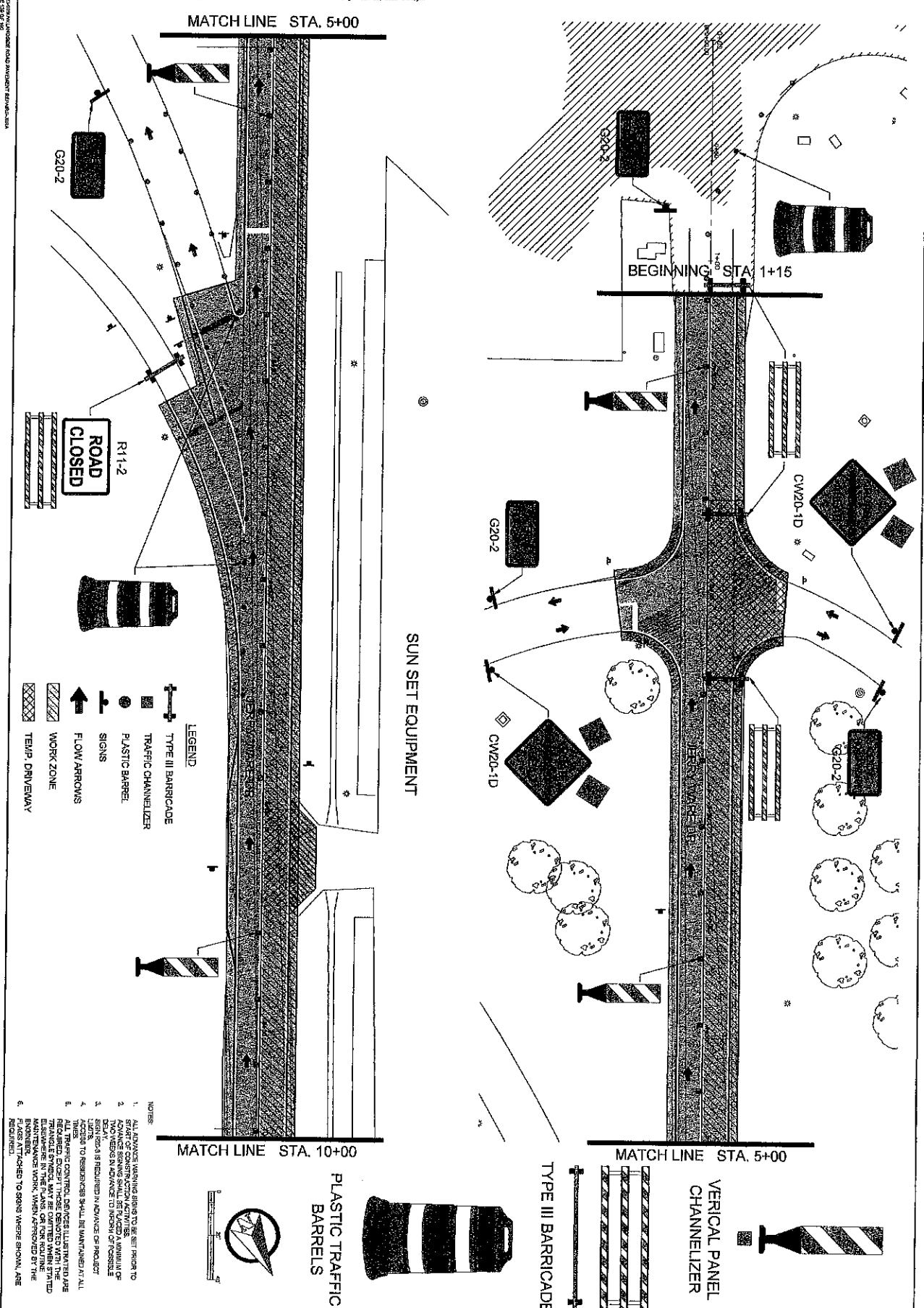
<b>C9.1</b>	<p><b>JACK BROOKS</b> REGIONAL AIRPORT</p>		<p><b>Fittz &amp; Shipman</b> INC. Consulting Engineers and Land Surveyors 1405 Commonwealth Court Ft. Worth, TX 76102 Tel: (817) 335-7238 Fax: (817) 335-7239 www.fittzshipman.com T.O.P.E. Firm #1190 T.O.L.S. Firm #100189</p>	NO. ISSUED FOR DATE
	<p>           PROJECT # 21200.000            DATE 04-03-2023            SCALE 1"=30'            DRAWN BY JLB            CHECKED BY B.T.            IN CHARGE JLB            JERRY WARE DR.            SWSP PLAN         </p>			



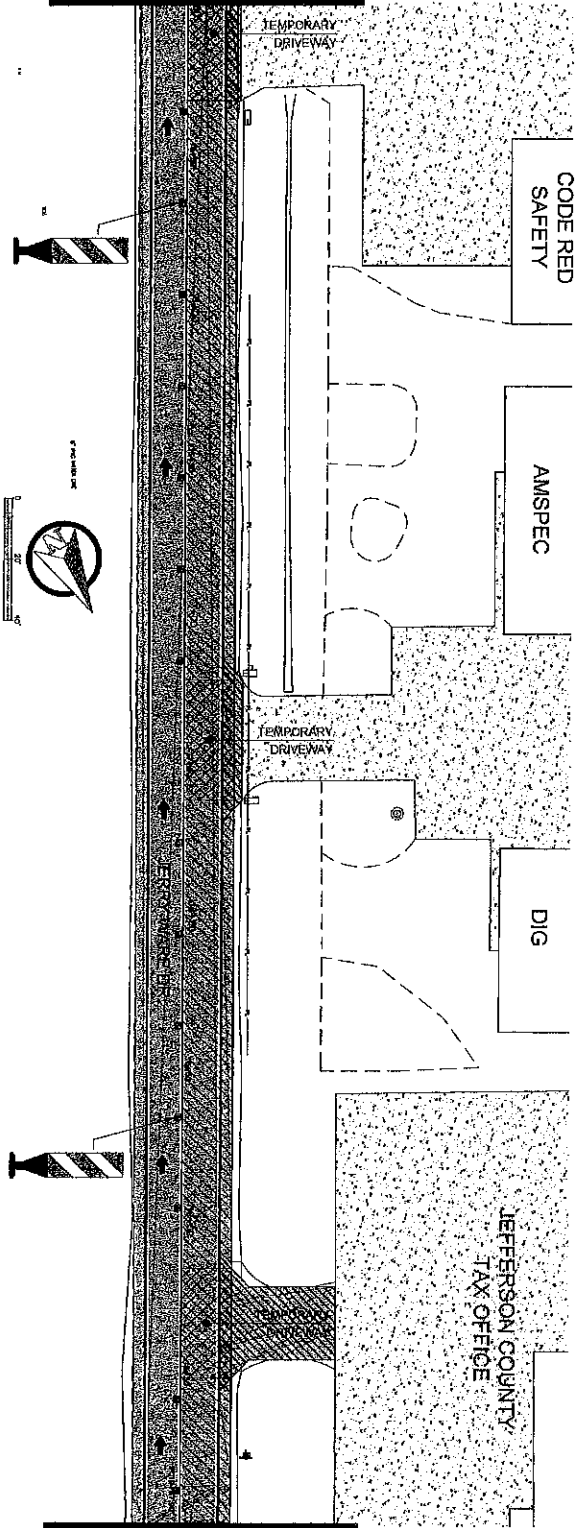
<p><b>C9.2</b></p>	<p><b>JACK BROOKS REGIONAL AIRPORT</b></p> <p>17100-003-CT-SW3P</p> <p>DATE: Jan 09, 2023</p> <p>SCALE: 1"=50'</p> <p>DRAWN BY: J.L.S.</p> <p>CHECKED BY: B.T.</p> <p>17100-003-CT-SW3P</p> <p>SW3P PLAN</p>	<p><b>Fittz &amp; Shipman INC.</b></p> <p>Consulting Engineers and Land Surveyors</p> <p>1405 Coastline Court, Beaumont, TX 77705</p> <p>PH: (409) 632-7288 Fax: (409) 632-7303</p> <p>www.fittzshipman.com</p> <p>T.O.P.E. Plan #1192 T.X.L.S. Plan #100186</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 10%;">NO.</th> <th style="width: 50%;">ISSUED FOR</th> <th style="width: 40%;">DATE</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	ISSUED FOR	DATE									
NO.	ISSUED FOR	DATE													





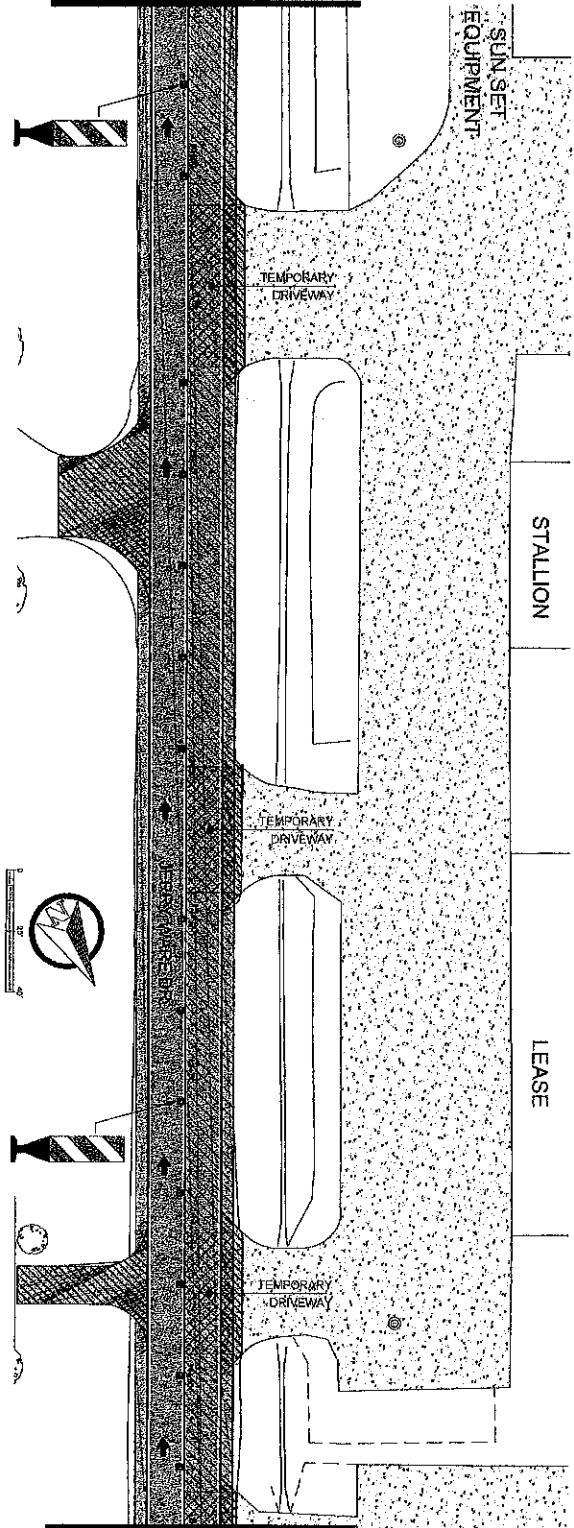


MATCH LINE STA. 15+00



MATCH LINE STA. 20+00

MATCH LINE STA. 10+00



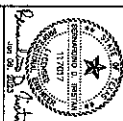
MATCH LINE STA. 15+00

- NOTES**
1. ALL ADVANCE WARNING SIGNS TO BE SET PRIOR TO START OF CONSTRUCTION.
  2. ADVANCE SIGNS SHALL BE PLACED A MINIMUM OF TWO FEET IN ADVANCE TO THE START OF THE WORK ZONE.
  3. SIGN POSTS TO BE PLACED IN ADVANCE OF THE WORK ZONE.
  4. ADVANCE SIGNS SHALL BE MAINTAINED AT ALL TIMES.
  5. SIGNS TO BE REMOVED WHEN THE WORK ZONE IS COMPLETED.
  6. SIGNS TO BE REMOVED WHEN THE WORK ZONE IS COMPLETED.
- LEGEND**
- TYPE III BARRICADE
  - TRAFFIC CHANNELIZER
  - PLASTIC BARRIERS
  - SIGNS
  - FLOW ARROWS
  - WORK ZONE
  - TEMP. DRIVEWAY

VERTICAL PANEL CHANNELIZER

PROJECT #	21200-000
DATE	01.09.2020
SCALE	1"=20'
DRAWN BY	JLB
CHECK BY	JLB
IN CHARGE	JLB
PROJECT NAME	21200-000-CE-TRAFFIC CONTROL PLAN
PHASE ONE	TRAFFIC CONTROL PLAN
C10.3	

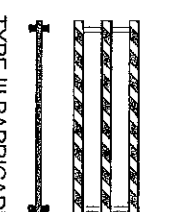
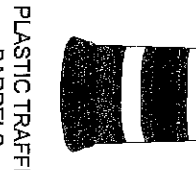
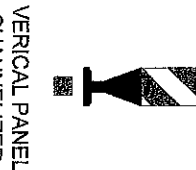
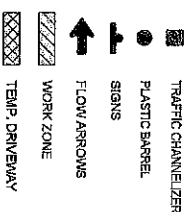
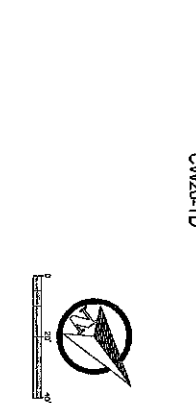
**JACK BROOKS**  
REGIONAL AIRPORT



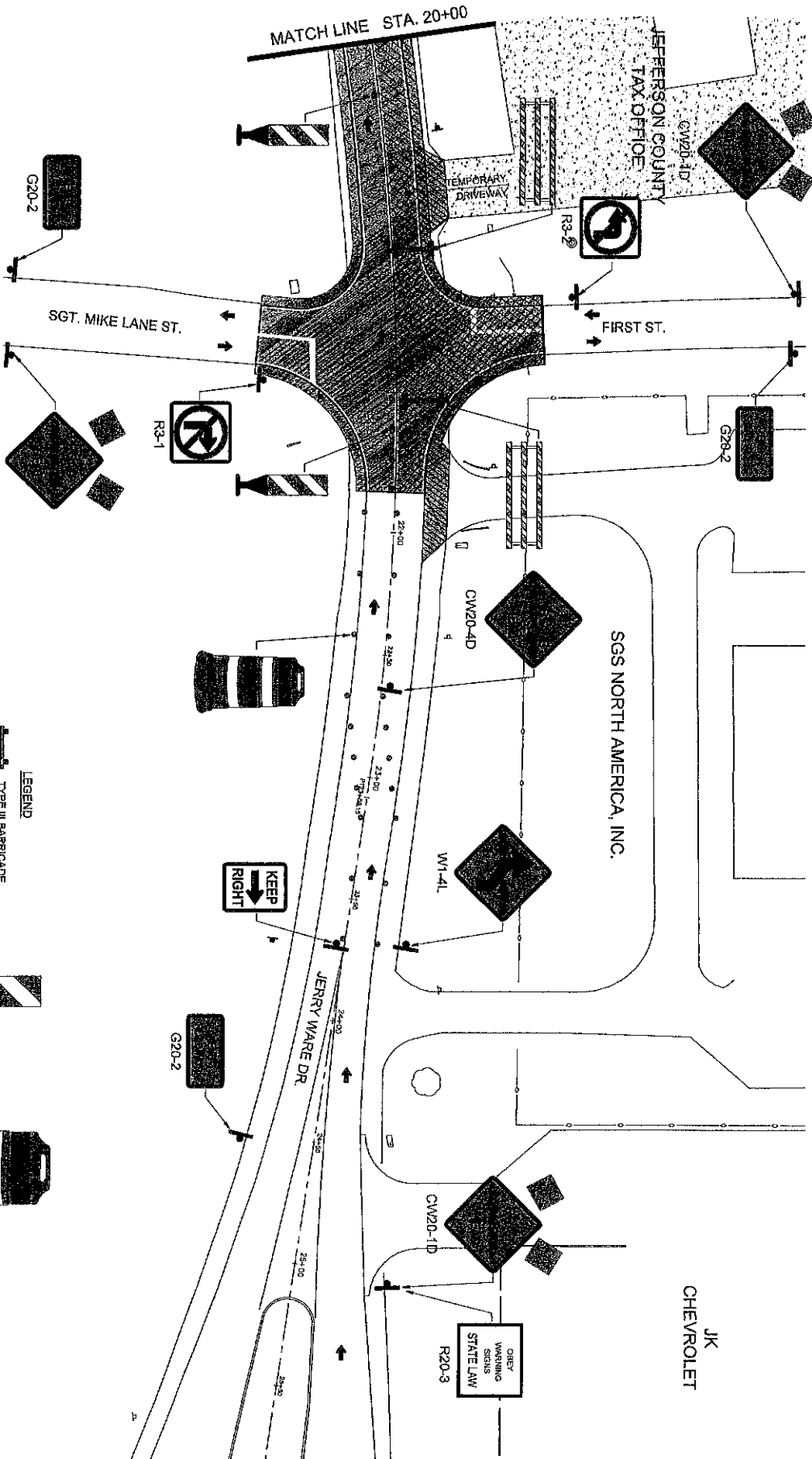
**Fittz & Shipman**  
INC.  
Consulting Engineers and Land Surveyors  
1405 Continental Court, Beaumont, TX 77705  
Ph: (409) 632-7236 Fax: (409) 632-7303  
www.fittzshipman.com  
T.B.P.E. Firm #1100 T.X.L.S. Firm #100166

NO.	ISSUED FOR	DATE

- NOTES:
1. ALL ADVANCE WARNING SIGNS TO BE SET PRIOR TO START OF CONSTRUCTION ACTIVITIES. ADVANCE WARNING SIGNS TO BE SET IN ADVANCE OF WORK TO BE DONE.
  2. ADVANCE WARNING SIGNS TO BE SET IN ADVANCE OF WORK TO BE DONE.
  3. ADVANCE WARNING SIGNS TO BE SET IN ADVANCE OF WORK TO BE DONE.
  4. ADVANCE WARNING SIGNS TO BE SET IN ADVANCE OF WORK TO BE DONE.
  5. ADVANCE WARNING SIGNS TO BE SET IN ADVANCE OF WORK TO BE DONE.
  6. ADVANCE WARNING SIGNS TO BE SET IN ADVANCE OF WORK TO BE DONE.



TRAFFIC CONTROL PLAN  
PHASE ONE

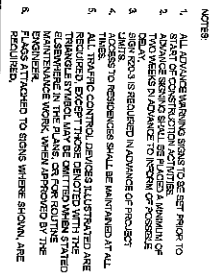




**JACK BROOKS**  
REGIONAL AIRPORT



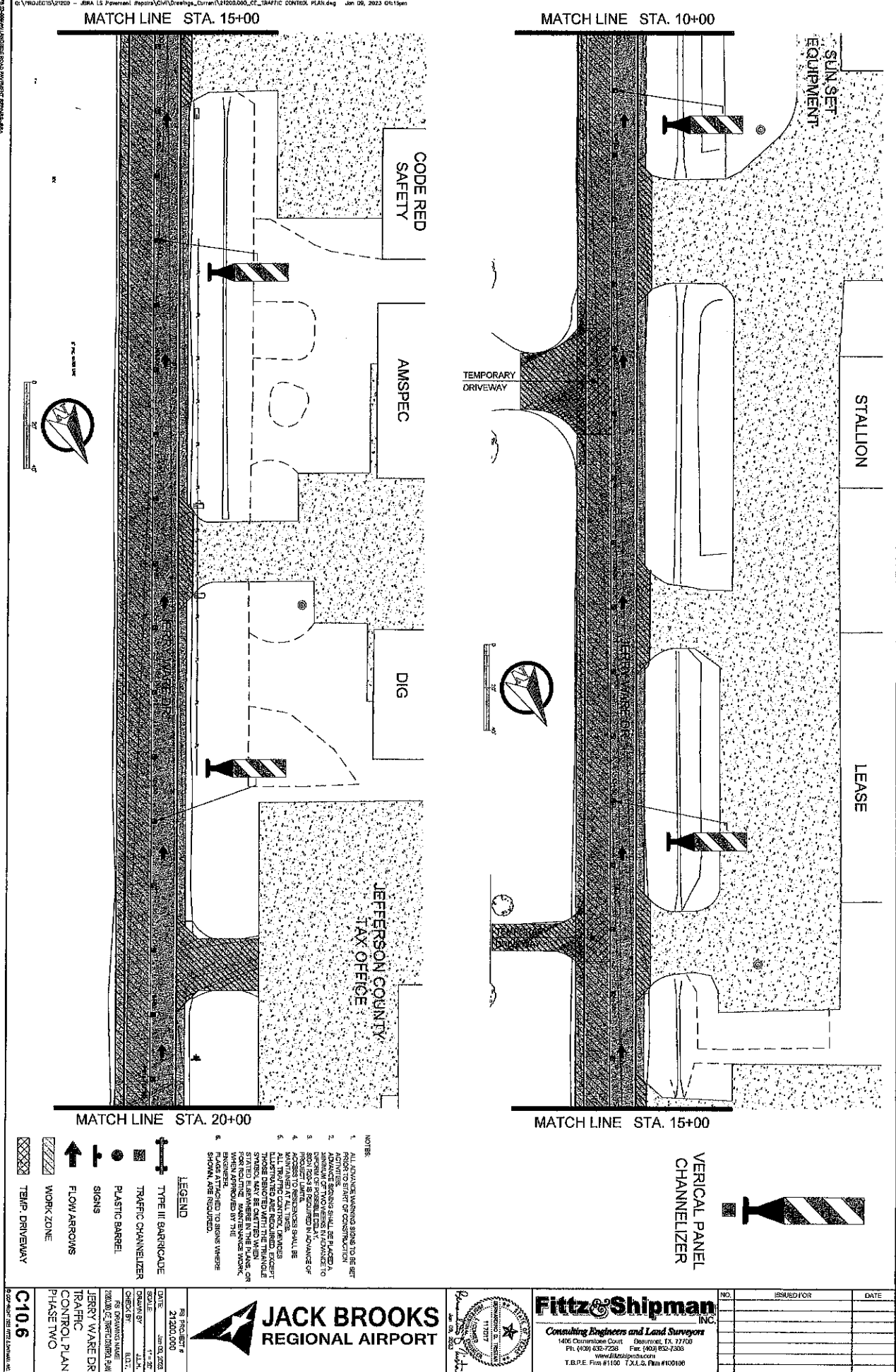
**Fittz & Shipman**  
INC.  
Consulting Engineers and Land Surveyors  
1405 Centennial Court, Houston, TX 77056  
PH: (409) 832-7238 FAX: (409) 832-7333  
www.fittzshipman.com  
T.B.P.E. Firm #1100 T.C.L.S. Firm #100196

NO.	ISSUED FOR	DATE



C10.5	JERRY WARE DR TRAFFIC CONTROL PLAN PHASE TWO	 <b>JACK BROOKS</b> REGIONAL AIRPORT		<b>Fittz &amp; Shipman</b> INC. Consulting Engineers and Land Surveyors 1416 Cornerstone Court    Houston, TX 77068 Ph: (699) 833-7233    Fax: (699) 833-0300 www.fittzshipman.com T.B.P.E. Firm #1190    T.X.L.S. Firm #100146	NO.	ISSUED FOR	DATE





**C10.6**  
© OCP® 4810/IT 1023 0772 2,500-0001-01C

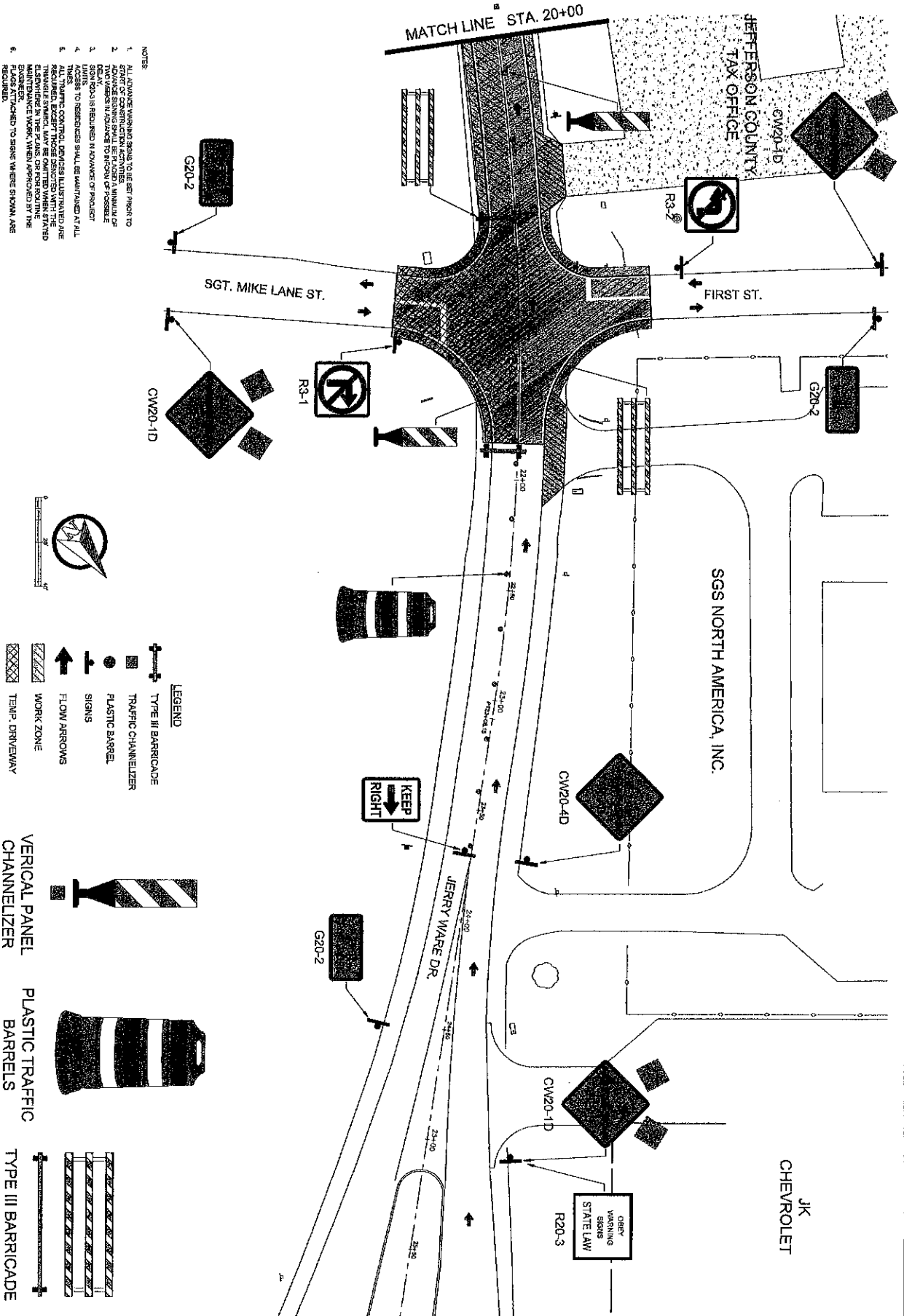
RS PROJECT #	
21200.000	
DATE	Jan 09, 2023
SCALE	1"=20'
DRAWN BY	J.L.H.
CHECK BY	R.D.T.
RS DRAWING NAME	
21200.00 CE. INVERT CONTROL PLAN	
JERRY WARE DR	
TRAFFIC	
CONTROL PLAN	
PHASE TWO	





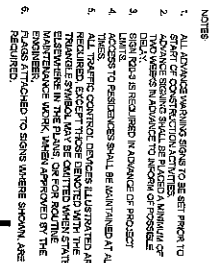
**JACK BROOKS**  
REGIONAL AIRPORT

**Fittz & Shipman** INC.  
*Consulting Engineers and Land Surveyors*  
1406 Courthouse Court, Deurnont, TX 77708  
Ph: (409) 832-7228 Fax: (409) 832-7308  
[www.fittzshipman.com](http://www.fittzshipman.com)  
T.B.P.E. Firm #1100 T.X.L.S. Firm #100180

[illegible]



<b>C10.7</b> JACK BROOKS REGIONAL AIRPORT TRAFFIC CONTROL PLAN PHASE TWO	 <b>JACK BROOKS</b> REGIONAL AIRPORT		<b>Fittz &amp; Shipman</b> INC.		NO.	ISSUED FOR	DATE
			Consulting Engineers and Land Surveyors 1405 Cornerstone Court Danawood, TX 77108 Ph. (409) 833-7208 Fax: (409) 832-7340 <a href="http://www.fittzshipman.com">www.fittzshipman.com</a> T.B.P.R. File #1160 T.X.L.S. File #101982				

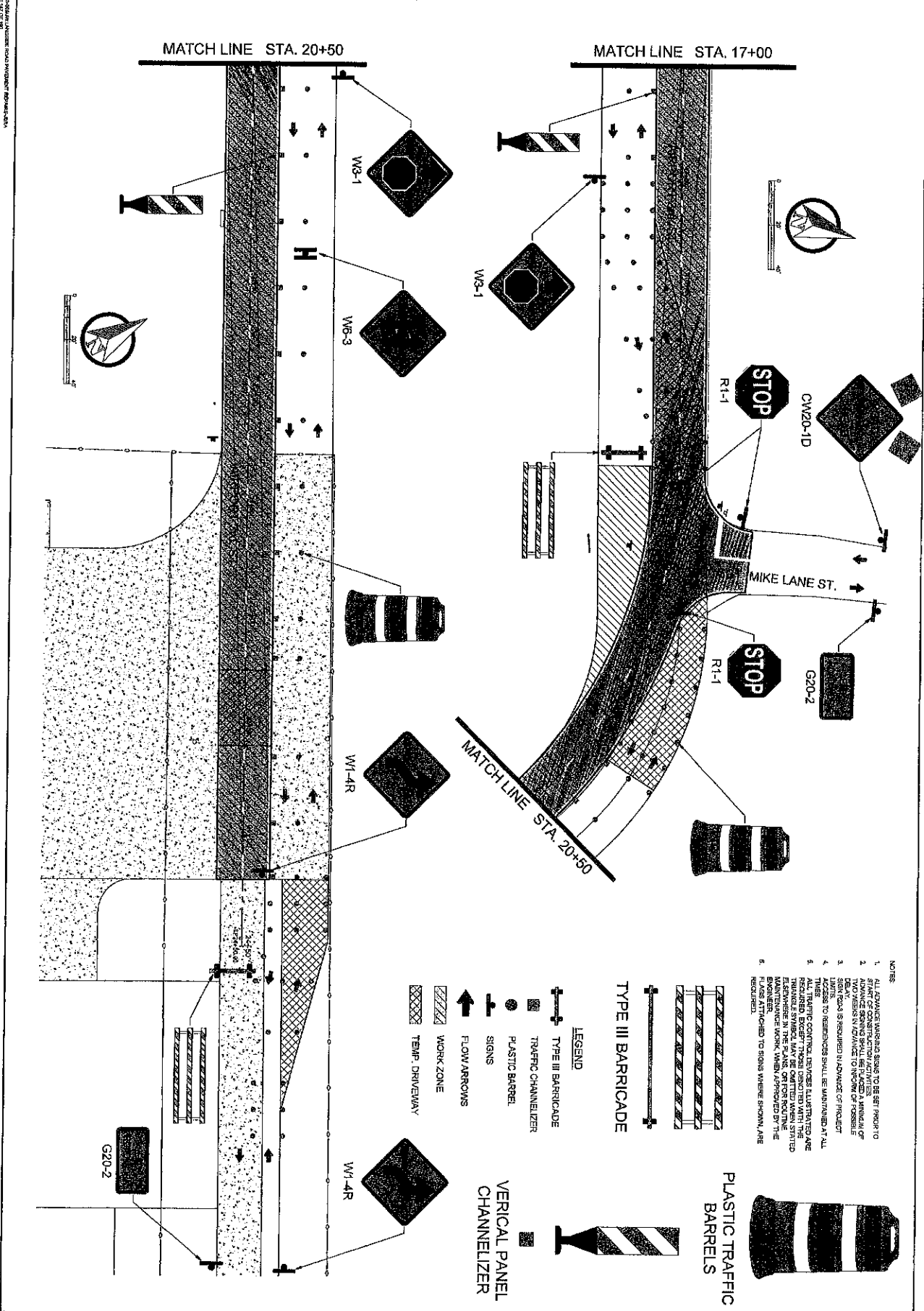
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**Fittz & Shipman**  
IN  
*Consulting Engineers and Land Surveyors*  
1405 Commerce Court Braumont, TX, 77706  
Ph. (409) 832-7238 Fax. (409) 832-7203  
[www.fittzshipman.com](http://www.fittzshipman.com)  
T.O.P.E. Firm #1160 T.C.L.S. Firm #100186

NS PROJECT #	21200.000
DATE	20 JUL 2023
SCALE	1"=20'
DRAWN BY	LLH
CHECK BY	E.D.T.
FS DRAWING NAME	
LOCATION OF TRAFFIC CONTROL PLAN	
AIRPORT 3RD. ST.	
TRAFFIC	
CONTROL PLAN	
PHASE 1 & 2	

**C10.8**



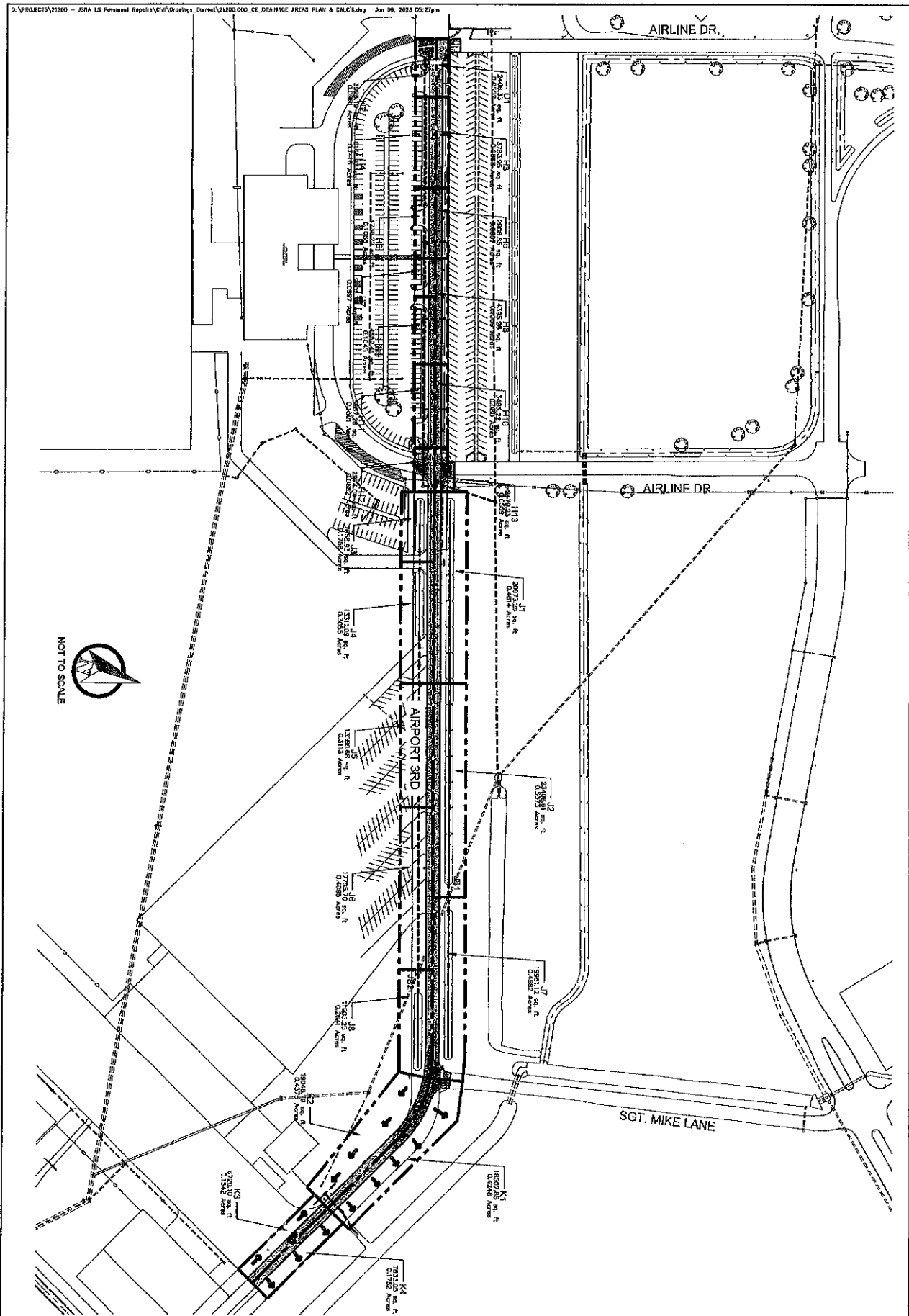






**JERRY WARE DRAINAGE  
AREAS & CALC'S**

[illegible]



<b>C11.2</b>	PROJECT #	21200.000
	DATE	Jun 09, 2023
	SCALE	N.T.S.
	DRAWN BY	JLT
	CHECK BY	BLT



**JACK BROOKS**

REGIONAL AIRPORT



**Fittz & Shipman**

Consulting Engineers and Land Surveyors



1405 Conforstone Court Beaumont, TX 77705

Ph: (409) 892-7238 Fax: (409) 892-7303

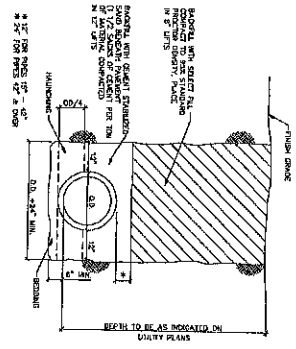
www.fittzshipman.com

T.B.P.E. Form #1102 T.X.L.S. File #100165

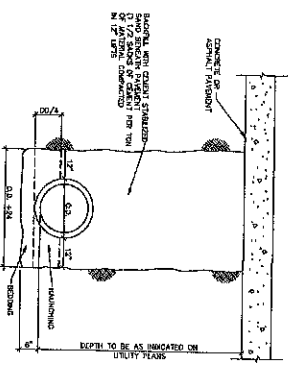
NO.	ISSUED FOR	DATE

<b>C113</b> <small>SEE REVISION 02/24/2000</small>	 <b>JACK BROOKS</b> <b>REGIONAL AIRPORT</b>		<b>Fittz &amp; Shipman</b> <i>Consulting Engineers and Land Surveyors</i> <small>INC.</small> 1405 Centerville Court    Houston, TX 77060 Ph. (281) 853-7248    Fax. (281) 853-7253 <a href="http://www.fittzshipman.com">www.fittzshipman.com</a> T.B.P.E. File #1100    T.S.L.S. File #100196		NO. _____ ISSUED FOR _____ DATE _____
			FS PROJECT # 21200.000 DATE: Jan 08, 2000 DRAWN BY: JLC CHECKED BY: BJT FS DRAWING MADE DURING THE SURVEY PLANS JERRY WADE DR AIRPORT 3rd ST DRAINAGE AREAS & CULDS.		

JACKSON CO. FREQ = 10									
ALLEN 14									
Zone 1									
2018									
e = 0.752									
b = 68.32									
d = 13.43									
T = 104.0, 1751+15									
PIPE									
n = 0.013									
RCP PIPE									
n = 0.012									
HDC PIPE									
n = 0.030									
earth ditch									
REMARKS									
+									
-									
A.O.									
FROM TO									
DRAINAGE AREAS									
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Along sewer line									
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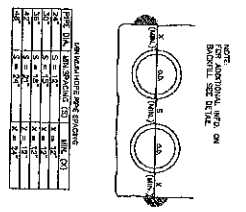


TRENCH CUT FOR HDPE STORM SEWER LINES

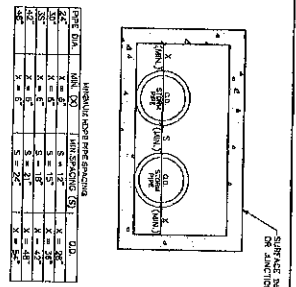


TRENCH CUT FOR STORM SEWER LINES UNDER PAVEMENT

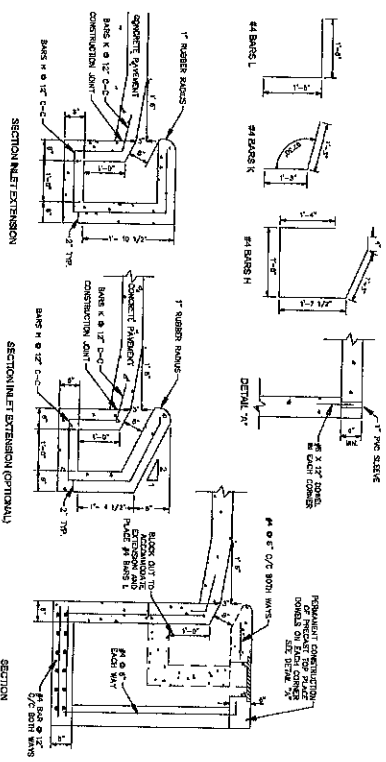
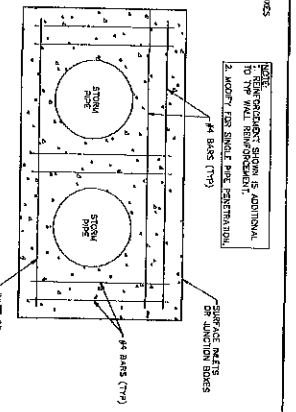
TRENCH CUT FOR MULTIPLE STORM SEWER LINES



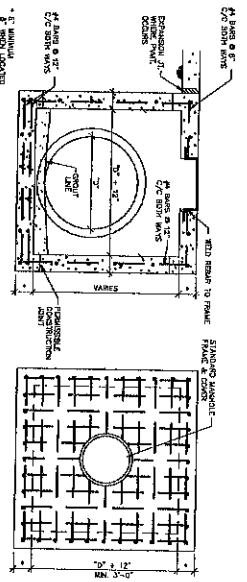
ADDITIONAL PIPE CATCH BASIN SPACING



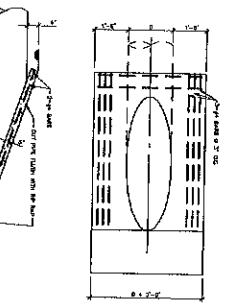
ADDITIONAL PIPE PENETRATION REINFORCEMENT



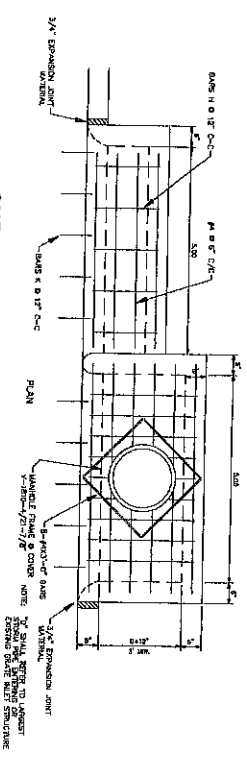
STORM JUNCTION MANHOLE (TYPICAL)



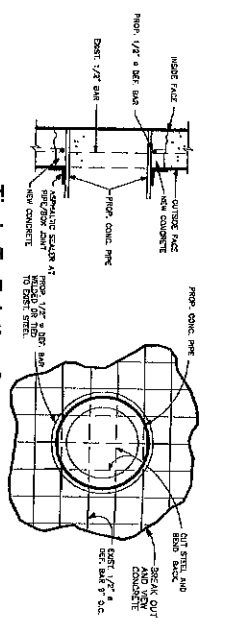
PIPE SLOPED END DETAIL



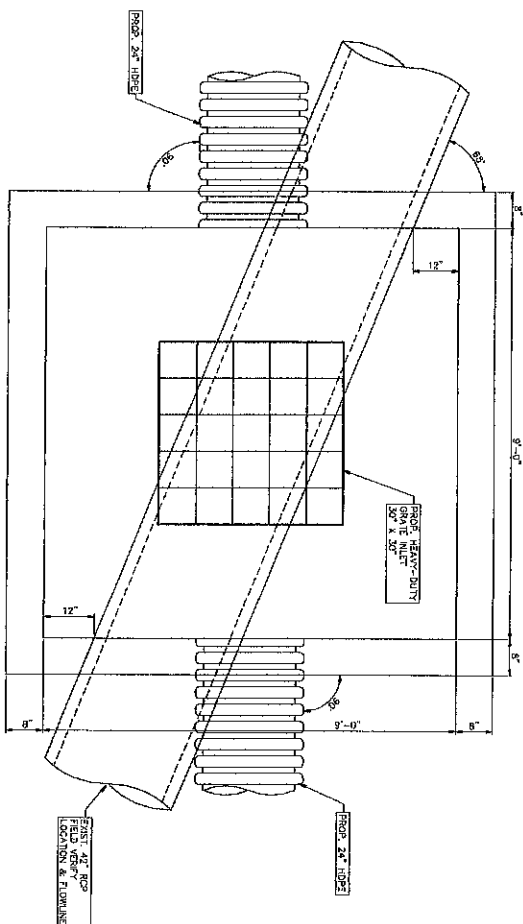
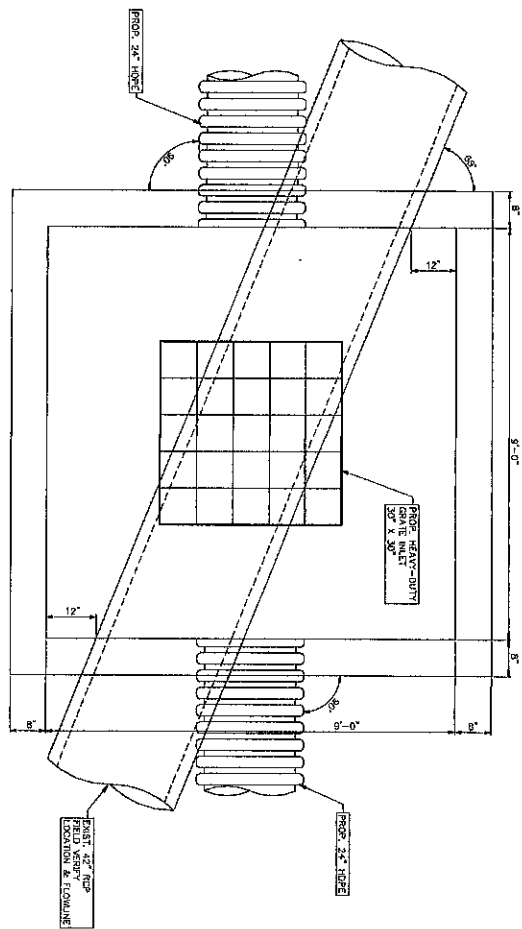
CURB INLET TYPE B MODIFIED



Tie-in To Existing Concrete Drain Box





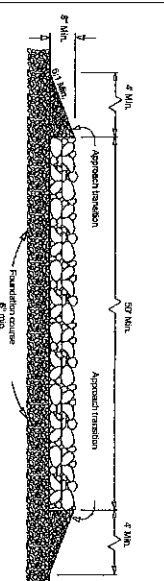
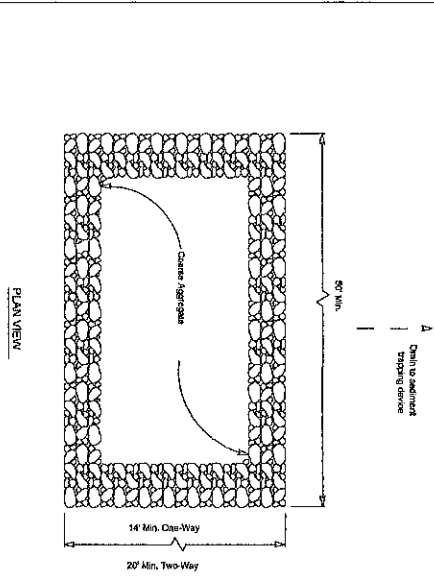






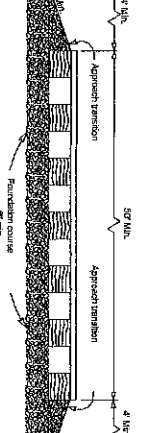
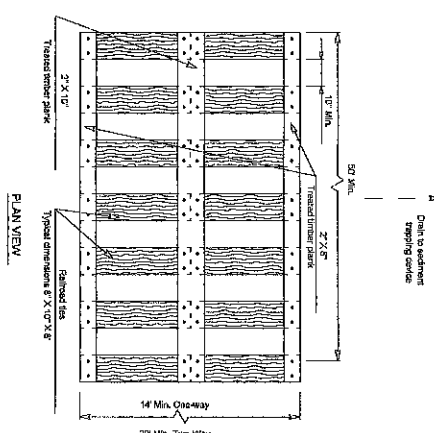
DISCLAIMER: The use of this Standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the construction of this standard to other forms or for incorrect results or damages resulting from its use.

DATE: \_\_\_\_\_  
FILE: \_\_\_\_\_



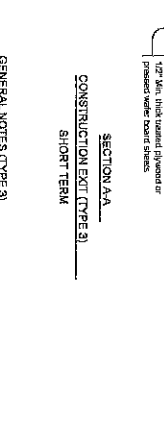
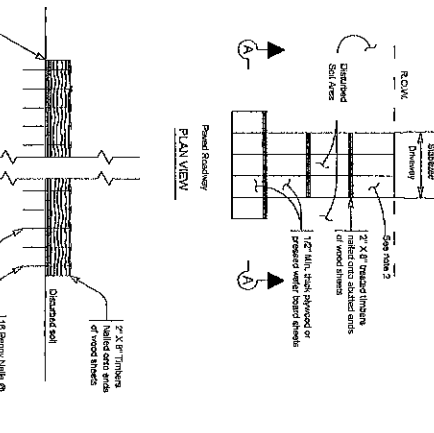
CONSTRUCTION EXIT (TYPE 1)  
ROCK CONSTRUCTION (LONG TERM)

- GENERAL NOTES (TYPE 1)**
- The length of the type 1 construction exit shall be as indicated on the plan, but not less than 50'.
  - The concrete aggregate should be open graded with a size of 4" or 6".
  - The approach transition should be no steeper than 6% and constructed as directed by the Engineer.
  - The construction exit foundation course shall be flexible base, subgrade compacted, and compacted concrete or other materials approved by the Engineer.
  - The construction exit shall be graded to flow drainage to a suitable trapping device.
  - The guidelines shown herein are suggestions only and may be modified by the Engineer.
  - Connected with a width of at least 14" for one-way and 20" for two-way traffic for the full width of the exit, or as directed by the Engineer.



CONSTRUCTION EXIT (TYPE 2)  
TIMBER CONSTRUCTION (LONG TERM)


- GENERAL NOTES (TYPE 2)**
- The length of the type 2 construction exit shall be as indicated on the plan, but not less than 50'.
  - The treated timber shall be installed to the uniform grade indicated on the plan. Clear timbers may be used as approved by the Engineer.
  - The treated timber shall be at least 6" x 6" and should be free from knots and loose bark.
  - The approach transition shall be no steeper than 6% and constructed as directed by the Engineer.
  - The construction exit foundation course shall be flexible base, subgrade compacted, and compacted concrete or other materials approved by the Engineer.
  - The construction exit shall be graded to flow drainage to a suitable trapping device.
  - The guidelines shown herein are suggestions only and may be modified by the Engineer.
  - Connected with a width of at least 14" for one-way and 20" for two-way traffic for the full width of the exit, or as directed by the Engineer.




CONSTRUCTION EXIT (TYPE 3)  
SHORT TERM

- GENERAL NOTES (TYPE 3)**
- The length of the type 3 construction exit shall be as indicated on the plan, but not less than 50'.
  - The type 3 construction exit may be constructed from open graded crushed stone with a size of 4" or 6" or from the filling shown on the plan.
  - The treated timber shall be at least 6" x 6" and should be free from knots and loose bark.
  - The approach transition shall be no steeper than 6% and constructed as directed by the Engineer.
  - The guidelines shown herein are suggestions only and may be modified by the Engineer.

<b>TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES CONSTRUCTION EXITS</b> <b>EC(3)-16</b>	
DATE: JAN 2003 DRAWN BY: JLB CHECK BY: JLB CITY: MARIETTA, GA	SCALE: 1" = 10'-0" DATE: JAN 2003 DRAWN BY: JLB CHECK BY: JLB CITY: MARIETTA, GA



**JACK BROOKS**  
REGIONAL AIRPORT



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NO.	ISSUED FOR	DATE

**C13.3**

EROSION CONTROL MEASURES

DATE: JAN 2003

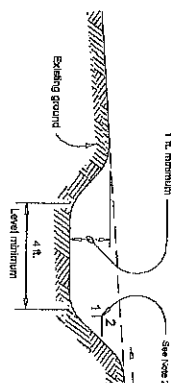
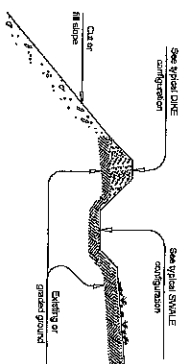
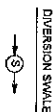
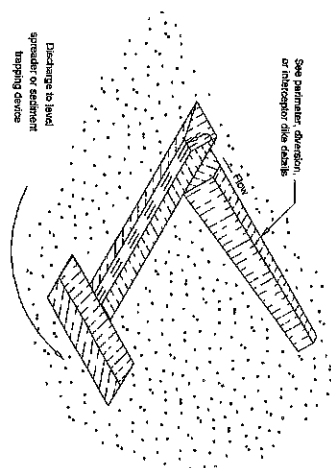
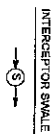
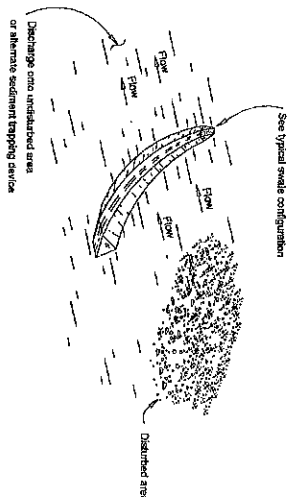
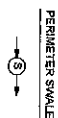
SCALE: 1" = 10'-0"

DRAWN BY: JLB

CHECK BY: JLB

CITY: MARIETTA, GA

DATE: \_\_\_\_\_  
FILE: \_\_\_\_\_



1. Identification usually may be modified with prior approval of the Engineer.
2. Field Station will be located either on the zone of a roadway and be 6 ft or within.
3. Stationing will be shown elsewhere on the plan or as directed by the Engineer.
4. The Engineer reserves the right to modify the stationing shown for the work dependent on road volume characteristics.
5. Stationing may be added for any 1/4 mile segment of roadway as justified through meeting or other means to control maximum speed.
6. The guidelines shown herein are suggestions only and may be modified by the Engineer.
7. Review stationing and details when stationization affects the performance of the design. Alter the plan and details when the Engineer.

Parameter	1920	2007
Median distance between cities	1020	2007
Size of dispersed areas above cities	greater than 10%	less than 5%

SWALE

DIKE

[illegible]

EROSION  
CONTROL  
DETAILS

### C13.4



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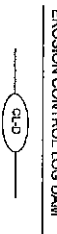


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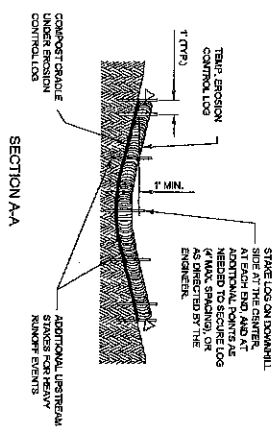
DATE:  
 FILE:

- CL-D EROSION CONTROL LOG DAM
- CL-BOC EROSION CONTROL LOG AT BACK OF CURB
- CL-RCV EROSION CONTROL LOG AT EDGE OF RIGHT-OF-WAY
- CL-SST EROSION CONTROL LOGS ON SLOPES STAKE AND TRENCHING ANCHORING
- CL-SSL EROSION CONTROL LOGS ON SLOPES STAKE AND TRENCHING ANCHORING
- CL-M EROSION CONTROL LOG AT DROP INLET
- CL-DI EROSION CONTROL LOG AT CURB INLET
- CL-RI EROSION CONTROL LOG AT CURB & GRATE INLET

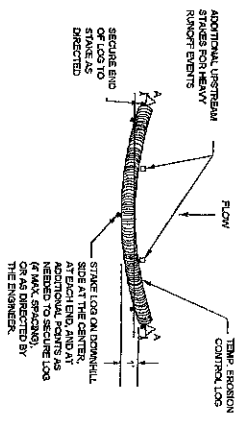
LEGEND



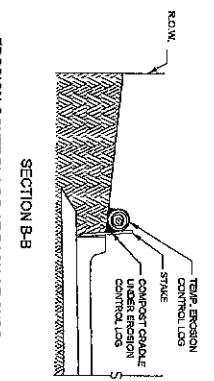
SECTION A-A  
 EROSION CONTROL LOG DAM



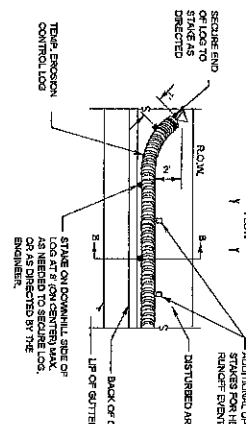
PLAN VIEW



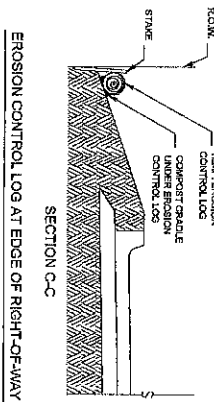
SECTION B-B  
 EROSION CONTROL LOG AT BACK OF CURB



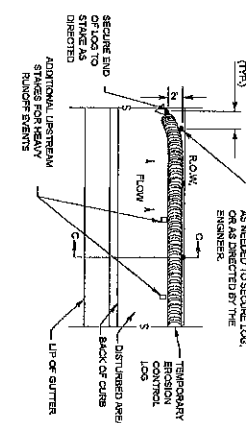
PLAN VIEW



SECTION C-C  
 EROSION CONTROL LOG AT EDGE OF RIGHT-OF-WAY



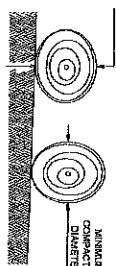
PLAN VIEW



GENERAL NOTES:

1. EROSION CONTROL LOGS SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING:
  - a. LENGTHS OF EROSION CONTROL LOGS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND AS REQUIRED FOR THE PROJECT INTERESTS.
  - b. EROSION CONTROL LOGS SHALL BE BACKFILLED WITH PHOTOGRAPHABLE CONTAINMENT MESH ONLY (WHEN LOG WILL REMAIN IN PLACE AS PART OF A VEGETATIVE SYSTEM FOR TEMPORARY INSTALLATIONS).
  - c. ALL LOGS SHALL BE COMPACTED WITHIN 10' OF EACH END TO ACHIEVE THE MAXIMUM COMPACTED DENSITY SPECIFIED IN THE PLANS WITHOUT EXCESSIVE DEFORMATION.
  - d. STAKES SHALL BE 2" X 2" WOOD OR STEEL, 24" LONG, EMBEDDED SIDE THAT IS DOWNHILL. STAKES SHALL BE PLACED ON TOP OF LOGS & SHALL BE OF SUFFICIENT SIZE TO HOLD LOGS IN PLACE.
  - e. TURN THE ENDS OF EACH ROW OF LOGS UPLOPE TO PREVENT RUNOFF FROM FLOWING AROUND THE LOG.
  - f. HEAVY RUNOFF EVENTS: ADDITIONAL UPSTREAM STAKES MAY BE NECESSARY TO KEEP LOG FROM FOLDING IN ON ITSELF.
2. COMPOST COAGULANT MATERIAL IS INCIDENTAL & SHALL NOT BE PAID FOR SEPARATELY.
3. COMPOST COAGULANT SHALL BE PLACED ON TOP OF LOGS & SHALL BE OF SUFFICIENT SIZE TO HOLD LOGS IN PLACE.
4. TURN THE ENDS OF EACH ROW OF LOGS UPLOPE TO PREVENT RUNOFF FROM FLOWING AROUND THE LOG.
5. HEAVY RUNOFF EVENTS: ADDITIONAL UPSTREAM STAKES MAY BE NECESSARY TO KEEP LOG FROM FOLDING IN ON ITSELF.
6. DO NOT PLACE STAKES THROUGH CONTAINMENT MESH.
7. COMPOST COAGULANT MATERIAL IS INCIDENTAL & SHALL NOT BE PAID FOR SEPARATELY.
8. COMPOST COAGULANT SHALL BE PLACED ON TOP OF LOGS & SHALL BE OF SUFFICIENT SIZE TO HOLD LOGS IN PLACE.
9. TURN THE ENDS OF EACH ROW OF LOGS UPLOPE TO PREVENT RUNOFF FROM FLOWING AROUND THE LOG.
10. HEAVY RUNOFF EVENTS: ADDITIONAL UPSTREAM STAKES MAY BE NECESSARY TO KEEP LOG FROM FOLDING IN ON ITSELF.

DIAMETER MEASUREMENTS OF EROSION CONTROL LOGS SPECIFIED IN PLANS



SHEET 1 OF 3

**SEDIMENT BASIN & TRAP USAGE GUIDELINES**

An erosion control log sediment trap may be used to filter sediment and runoff from an unlanded area.

**Limitation:** The sediment trap should be used only for the following uses:

1. Where the sediment trap is used to filter runoff from a paved area, the trap should be used to filter runoff from a paved area.
2. Where the sediment trap is used to filter runoff from a paved area, the trap should be used to filter runoff from a paved area.
3. Where the sediment trap is used to filter runoff from a paved area, the trap should be used to filter runoff from a paved area.
4. Where the sediment trap is used to filter runoff from a paved area, the trap should be used to filter runoff from a paved area.
5. Where the sediment trap is used to filter runoff from a paved area, the trap should be used to filter runoff from a paved area.

The trap should be cleaned when the sediment has accumulated to a depth of 12" to 18" by the engineer.

Cleaning and removal of accumulated sediment deposits is the owner's responsibility.

**TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES**

EC(9)-16

DATE	BY	FOR	BY	FOR	BY	FOR
2024-07-10	EC(9)-16	FOR	2024-07-10	EC(9)-16	FOR	2024-07-10

C13.5

**JACK BROOKS REGIONAL AIRPORT**



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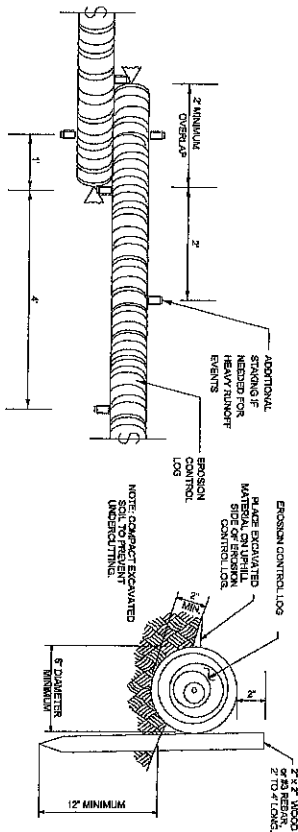
NO.	ISSUED FOR	DATE

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DATE:  
FILE:

TRENCH DEPTH TABLE	
LOG DIAMETER	DEPTH
6"	2'
8"	3'
12"	4'
16"	5'

STAKE AND TRENCH ANCHORING DETAIL



EROSION CONTROL LOGS ON SLOPES  
STAKE AND TRENCH ANCHORING

CL-387

EROSION CONTROL LOG SPACING TABLE	
SLOPE	LOG DIAMETER
1:1 OR STEEPER	6" 8" 10" 12" 14" 16" 18" 20" 22" 24" 26" 28" 30" 32" 34" 36" 38" 40" 42" 44" 46" 48" 50"
2:1	6" 8" 10" 12" 14" 16" 18" 20" 22" 24" 26" 28" 30" 32" 34" 36" 38" 40" 42" 44" 46" 48" 50"
4:1 OR FLATTER	6" 8" 10" 12" 14" 16" 18" 20" 22" 24" 26" 28" 30" 32" 34" 36" 38" 40" 42" 44" 46" 48" 50"

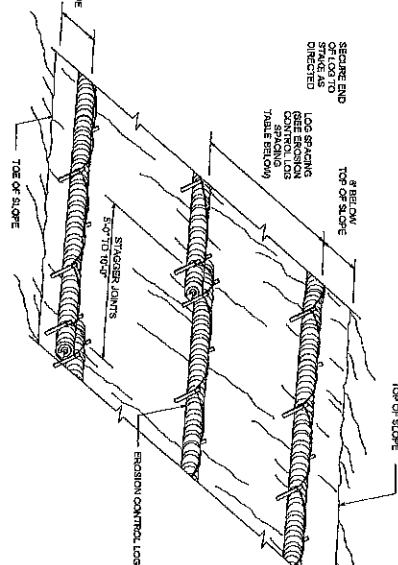
\* LOG SPACING CAN BE MADE FROM SIDE TYPE  
SOFT LOAMY SOILS TO FIRMER  
HERB, ROCKY SOILS ADJUST ROWS FARTHER APART

END SECTION RAP DETAIL



EROSION CONTROL LOGS ON SLOPES  
STAKE AND LASHING ANCHORING

CL-386



STAKE AND LASHING ANCHORING DETAIL

SHEET 3 OF 3

**TEMPORARY EROSION,  
SEDIMENT AND WATER  
POLLUTION CONTROL MEASURES**  
EROSION CONTROL LOG

EC(9)-16

DATE	BY	CHKD	IN CH	DATE	BY	CHKD	IN CH
01/18/2018	AW	AW	AW	01/18/2018	AW	AW	AW
01/18/2018	AW	AW	AW	01/18/2018	AW	AW	AW

**Jack Brooks**  
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**EROSION  
CONTROL  
DETAILS**

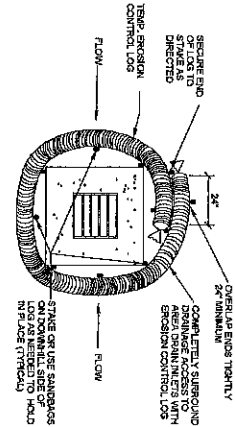
**C13.6**

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FILE:

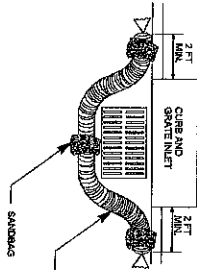
### EROSION CONTROL LOG AT DROP INLET

CL-DI



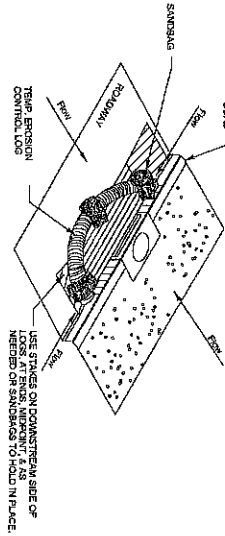
### EROSION CONTROL LOG AT CURB & GRADE INLET

CL-GI



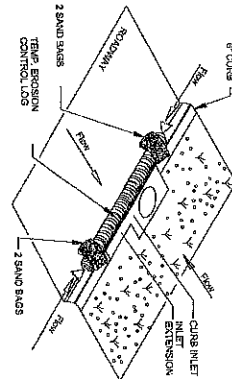
### EROSION CONTROL LOG AT CURB INLET

CL-CI

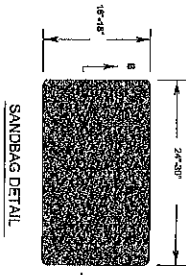


### EROSION CONTROL LOG AT CURB INLET

CL-CI



NOTE:  
EROSION CONTROL LOGS USED AT CURB INLETS SHOULD ONLY BE USED WHEN ALL TOY CAR TRAFFIC OR FLOOD ROADWAY OR PAVEMENT THE STORM SEWER SYSTEM IS NOT FULLY FUNCTIONAL.



		<b>PROJECT 4</b> <b>21200.000</b>	
<b>TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES</b>		<b>EROSION CONTROL LOG</b>	
<b>EC(9)-16</b>		<b>EC(9)-16</b>	
<b>DATE:</b> JAN 09 2013 <b>BY:</b> JLB <b>CHECK BY:</b> S.T. <b>PROJECT NAME:</b> JPA L5 POWERPLANT REPAIRS	<b>DATE:</b> JAN 09 2013 <b>BY:</b> JLB <b>CHECK BY:</b> S.T. <b>PROJECT NAME:</b> JPA L5 POWERPLANT REPAIRS	<b>DATE:</b> JAN 09 2013 <b>BY:</b> JLB <b>CHECK BY:</b> S.T. <b>PROJECT NAME:</b> JPA L5 POWERPLANT REPAIRS	<b>DATE:</b> JAN 09 2013 <b>BY:</b> JLB <b>CHECK BY:</b> S.T. <b>PROJECT NAME:</b> JPA L5 POWERPLANT REPAIRS

SHEET 3 OF 3

C13.7

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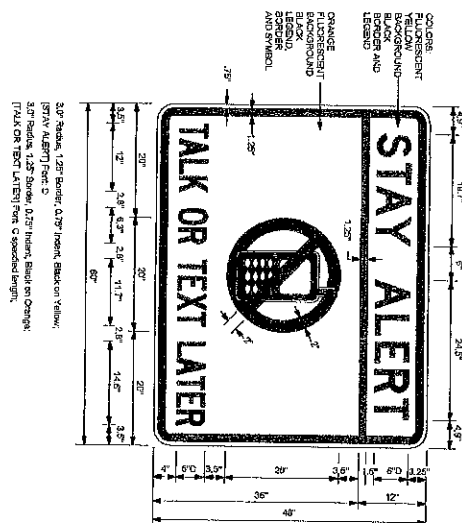
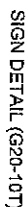
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NO.	ISSUED FOR	DATE

1. The business and Construction Standard Sheets (C3 sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. The development and design of the Traffic Control Plan (TCP) is the responsibility of the Engineer.

3. The Contractor may propose changes to the TCD that are signed and approved by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.
4. The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approved location of any device without the approval of the Engineer.
5. Geographic design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American States Highway and Transportation Officials (ASHTO),  
a. Policy on Traffic Signs, Signals and Highways and Street, the TxDOT "Roadway Design Manual" or engineering judgment.
6. When possible, the Engineer may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work stress appears continuous to the motorists. If the redundant project is completed first, the Contractor shall erect the advance warning signs as shown on those sheets, the TCD sheets or as directed by the Engineer. The WORK NEXT 3 MILES sign shall be replaced to show appropriate work zone delineation.
7. The Engineer may require additional warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.
8. A sign shall be constructed in accordance with the details found in the Standard Highway Sign Designs for Texas. The Contractor shall submit and obtain in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.
9. The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.
10. As shown on Section 0622, the OBVIOUS WARNING SIGNS STATE LAW SIGNS, STAY ALERT TALL OR TRAFFIC FINE SIGN shall be erected in advance of the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSA limits. However, the TRAFFIC FINES DOUBLE sign will not be required on projects consisting solely of mobile operation work such as striping or milling (define lane shift). The DESIGN ROAD WORK NEXT 3 MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSA limits.
11. Except for devices indicated by Note 10, traffic control devices should be in place only while work is actually in progress or a definite need exists.

1. Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of 3BEA "American National Standard for High-Visibility Apparel," or equivalent revisions, and labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.



Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZCCL) describes pre-qualified products and their sources and may be found online at the web address given below or by contacting:

Texas Department of Transportation  
Traffic Operations Division - TE  
Phone (652) 416-5118

THE DOCUMENTS BELOW CAN BE FOUND ONLINE AT  
<http://www.txdot.gov>

COMPLAINT WORK ZONE TRAFFIC CONTROL SERVICES LIST (CWZTCS)

DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS)

MATERIAL PRODUCER LIST (MPL)

ROADWAY DESIGN MANUAL - SEE MANUALS (ONLINE MANUALS)

STANDARD HIGHWAY SIGN DESIGN FOR TEXAS (SHSD)

TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD)

TRAFFIC ENGINEERING STANDARD SHEETS


 Texas Department of Transportation		10/1/85 Operations Standard	
<h1 style="text-align: center;">BARRICADE AND CONSTRUCTION</h1> <h2 style="text-align: center;">GENERAL NOTES</h2> <h3 style="text-align: center;">AND REQUIREMENTS</h3>			
<h2>BC(1)-14</h2>			
4-120 5-10 6-07 7-13	8-01 9-01 10-01 11-01	12-01 1-01 2-01 3-01	4-01 5-01 6-01 7-01

Figure 1 is a schematic diagram of a roadwork zone. It shows a road with a 'ROAD WORK' zone on the right and a 'ROAD WORK' zone on the left. The 'ROAD WORK' zone on the right is labeled 'ROAD WORK' and 'ROAD WORK' and contains a 'ROAD WORK' sign. The 'ROAD WORK' zone on the left is labeled 'ROAD WORK' and 'ROAD WORK' and contains a 'ROAD WORK' sign. The diagram also shows a 'ROAD WORK' zone on the right and a 'ROAD WORK' zone on the left. The diagram is labeled 'Figure 1' and 'Schematic diagram of a roadwork zone'.

Sign Number or Series	Conventional Road	Expressway/ Freeway
CH202 <sup>1</sup>		
CH202	48" x 48"	56" x 48"
CH203		
CH205		
CH1, CH2, CH3, CH4, CH5, CH11, CH14	36" x 36"	42" x 48"
CH3, CH4, CH5, CH6, CH10, CH12	48" x 48"	48" x 48"

Reared Speed	Shin $\Delta$	Shin Spacing %
MPH	Feet	
30	120	
36	180	
40	240	
45	300	
50	400	
55	500	
60	600	
65	700	
70	800	
75	900	
80	1000	
*	*	*

1. Special or larger text signs may be used as necessary.
2. Distance between signs should be increased as required to have 1500 feet advance warning.

[illegible]

LEGEND	
I	Type 3 Barricade
0 0 0	Channeling Devices
+	Sign
X	See Typical Construction Warning Sign Size and Spacing chart or the TMSLCD for sign spacing requirements.

[illegible]



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# TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

Work zone speed limits shall be regulatory, established in accordance with the "Procedures for Establishing Speed Limits," and approved by the Texas Transportation Commission, or by City Ordinance when within Incorporated City Limits.

## Reduced speeds should only be posted in the vicinity of work activity and not throughout the entire project.

Regulatory work zone speed signs (R2-1) shall be removed or covered during periods when they are not needed.

### GUIDANCE FOR USE:

#### LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

The type of work zone speed limit should be included on the design of the traffic control plans when restricted geometrics with a lower design speed are present in the work zone and modification of the geometrics to a higher design speed is not feasible.

- Long/Intermediate Term Work Zone Speed Limit signs, when approved as described above, should be posted and visible to the motorist when work activity is present. Work activity may also be defined as a change in the roadway that requires a change in speed for motorist safety, including:
- a) rough road conditions
  - b) substantial alteration of roadway geometrics (diversions)
  - c) construction closures
  - d) grade
  - e) width
  - f) other conditions readily apparent to the driver
- As long as any of these conditions exist, the work zone speed limit signs should remain in place.

#### SHORT TERM WORK ZONE SPEED LIMITS

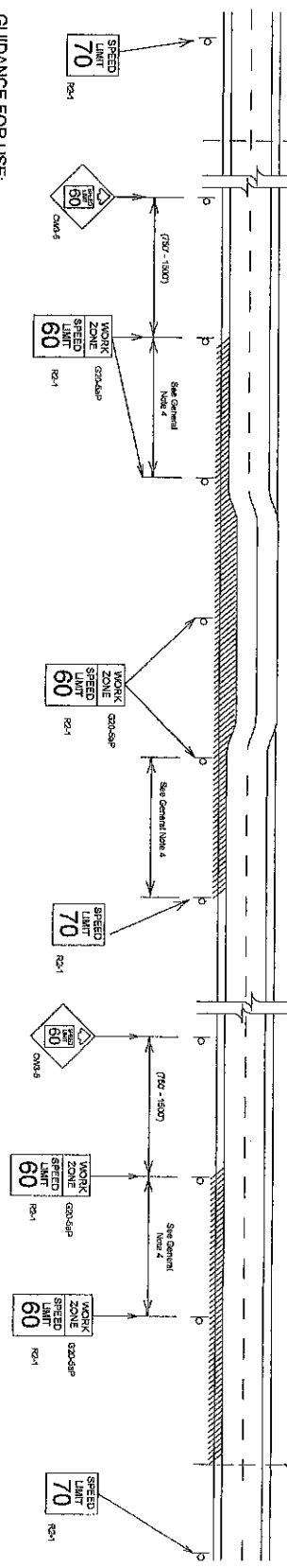
This type of work zone speed limit may be included on the design of the traffic control plans when work activity is present and the work zone is within 10 feet of the traveled way or actually in the traveled way.


Short Term Work Zone Speed Limit signs should be posted and visible to the motorists only when work activity is present. When work activity is not present, signs shall be removed or covered.

(See Removal or Covering on BC(4)).

### GENERAL NOTES

1. Regulatory work zone speed limits should be used only for sections of construction projects where speed control is of major importance.
2. Regulatory work zone speed limit signs shall be placed on supports at a 7 foot minimum mounting height.
3. Speed zone signs are illustrated for one direction of travel and are normally posted for each direction of travel.
4. Frequency of work zone speed limit signs should be:
  - a. Low and greater: 0.2 to 2 miles
  - b. 25 mph and less: 0.2 to 1 mile
5. Regulatory speed limit signs shall have black legend and border on a white reflective background (See "Reflective Sheeting" on BC(4)).
6. Placement, location and maintenance of ADVANCE SPEED LIMIT (R2-5) sign, "WORK ZONE" (R2-5a) plate and two SPEED LIMIT (R2-1) signs shall not be paid for directly, but shall be considered subsidiary to item R2-2.
7. Turning signs from view, having signs over or down will not be allowed, unless as otherwise noted under "REMOVING OR COVERING" on BC(4).
8. Techniques that may help reduce traffic speeds include but are not limited to:
  - A. Law enforcement.
  - B. Flagger stationed next to sign.
  - C. Portable changeable message sign (PCMS).
  - D. Lowpower (dome) under transmitter.
  - E. Speed monitor readers or signs.
  - F. Speed shown on dials above are for illustration only.
9. Work Zone Speed Limits should only be posted as approved for each project.
10. For more specific guidance concerning the type of work zone speed conditions and factors impacting allowable regulatory construction speed zone reduction see TxDOT Form #1204 in the TxDOT e-form system.





Texas Department of Transportation

**TRAFFIC CONTROL**

**BARICADE AND CONSTRUCTION**

**WORK ZONE SPEED LIMIT**

BC(3)-14

NO.	DESCRIPTION	DATE	BY	CHECKED BY	APPROVED BY
1	151200-000-CE-11001	12/01/02	JB	JB	JB
2	151200-000-CE-11001	12/01/02	JB	JB	JB
3	151200-000-CE-11001	12/01/02	JB	JB	JB





WORD OR PHRASE	ABBREVIATION
Word or phrase	Abbreviation

## FOR THE UNREADABLE MESSAGE SIGNS

- [illegible]

DATE FILE

Place any designation # (file number, US number, SH number, FM number)

(*any signature and approval other than specifically provided herein.*)

## Phase 2: Possible Component Lists

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2. Only 1 or 2 phases are to be used on a POMS.

- [illegible]

1. The words FLIGHT, LEFT and ALL can be paraphrased as action

2. Received classifications PU, US, ST, FX and LP can be interpreted as appropriate.
3. EAST, WEST, NORTH and SOUTH (or abbreviations E, W, N and S) are interpreted as appropriate.
4. Highway names and numbers, indicated as appropriate.
5. ROAD, HIGHWAY and FLOWWAY can be interpreted as roadways.
6. AHEAD may be used instead of distances if appropriate.
7. FT and MI, MILE and MILES interpreted as appropriate.
8. AT, BEFORE and PAST interpreted as needed.
9. Distances or AHEAD can be determined from the message (e.g. location phrase) is used.

TO BE PLACED WITH ONE DRUM AT EACH OF THE FOUR CORNERS OF THE UNIT.

7. When Full Mark POMS signs are used, the character height and legibility/visibility requirements shall be maintained as listed in Note 15 under "POB" ALE

2. **CONVINCING MESSAGE SIGNING** issue.
3. **CONVINCING MESSAGE SIGNING** issue. The **Trusted Object (TO)** is implemented typically on the Full Master PADS sign and, with the approval of the Ecosystem, it can be used to sign the **Trusted Object (TO)** and the **Trusted Object (TO)** can be used to sign the **Trusted Object (TO)**.
4. When initial signs are implemented specifically on the Full Master PADS, they will only supplement the use of the state sign proposed, and start to circulate for all of the signs.
5. A full master PADS may be used to establish a **Trusted Object (TO)** and provide it to the **Trusted Object (TO)** and the **Trusted Object (TO)** can be used to sign the **Trusted Object (TO)** and the **Trusted Object (TO)** can be used to sign the **Trusted Object (TO)**.

**SHEET 6 OF 12**

BC(b)-14

[illegible]

**Fittz & Shipman** INC.  
*Consulting Engineers and Land Surveyors*  
1405 Orymstone Court Beaumont, TX 77706  
Ph. (409) 832-7230 Fax. (409) 832-7303  
[www.fittzandshipman.com](http://www.fittzandshipman.com)  
T&PE Firm #1190 T&L & Pirm #100180

[illegible]





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# GENERAL NOTES

1. For long term delivery work zones on freeways, drums shall be used as the primary channelizing device.
2. For short term delivery work zones on freeways, drums shall be used as the primary channelizing device and may be substituted in segments by reflective panels, or "C" type drums.
3. For short term delivery work zones on freeways, drums shall be used as the primary channelizing device and may be substituted in segments by reflective panels, or "C" type drums.
4. Drums shall be used as the primary channelizing device and may be substituted in segments by reflective panels, or "C" type drums.
5. Drums shall be used as the primary channelizing device and may be substituted in segments by reflective panels, or "C" type drums.
6. Drums shall be used as the primary channelizing device and may be substituted in segments by reflective panels, or "C" type drums.

## GENERAL DESIGN REQUIREMENTS

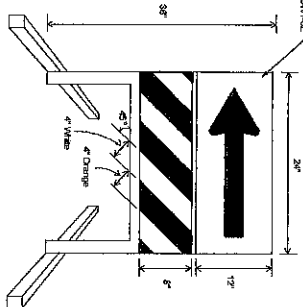
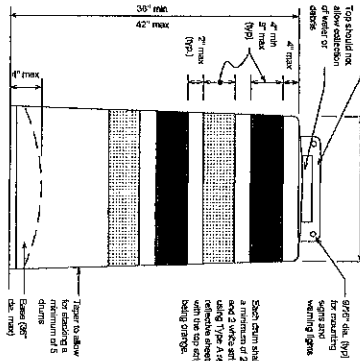
1. Drums shall be used as the primary channelizing device and may be substituted in segments by reflective panels, or "C" type drums.
2. Drums shall be used as the primary channelizing device and may be substituted in segments by reflective panels, or "C" type drums.
3. Drums shall be used as the primary channelizing device and may be substituted in segments by reflective panels, or "C" type drums.
4. Drums shall be used as the primary channelizing device and may be substituted in segments by reflective panels, or "C" type drums.
5. Drums shall be used as the primary channelizing device and may be substituted in segments by reflective panels, or "C" type drums.
6. Drums shall be used as the primary channelizing device and may be substituted in segments by reflective panels, or "C" type drums.

## RETROREFLECTIVE SHEETINGS

1. The applied sheeting shall be of the type specified in the standard.
2. The applied sheeting shall be of the type specified in the standard.
3. The applied sheeting shall be of the type specified in the standard.
4. The applied sheeting shall be of the type specified in the standard.
5. The applied sheeting shall be of the type specified in the standard.
6. The applied sheeting shall be of the type specified in the standard.

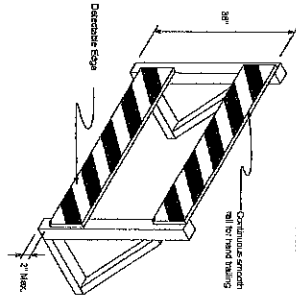
## BALLAST

1. The ballast shall be of the type specified in the standard.
2. The ballast shall be of the type specified in the standard.
3. The ballast shall be of the type specified in the standard.
4. The ballast shall be of the type specified in the standard.
5. The ballast shall be of the type specified in the standard.
6. The ballast shall be of the type specified in the standard.



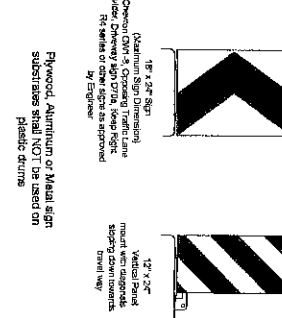
## DIRECTION INDICATOR BARRICADE

1. The Direction Indicator Barricade shall be of the type specified in the standard.
2. The Direction Indicator Barricade shall be of the type specified in the standard.
3. The Direction Indicator Barricade shall be of the type specified in the standard.
4. The Direction Indicator Barricade shall be of the type specified in the standard.
5. The Direction Indicator Barricade shall be of the type specified in the standard.
6. The Direction Indicator Barricade shall be of the type specified in the standard.



## DETECTABLE PEDESTRIAN BARRICADES

1. The detectable pedestrian barricade shall be of the type specified in the standard.
2. The detectable pedestrian barricade shall be of the type specified in the standard.
3. The detectable pedestrian barricade shall be of the type specified in the standard.
4. The detectable pedestrian barricade shall be of the type specified in the standard.
5. The detectable pedestrian barricade shall be of the type specified in the standard.
6. The detectable pedestrian barricade shall be of the type specified in the standard.



## SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS

1. Signs shall be of the type specified in the standard.
2. Signs shall be of the type specified in the standard.
3. Signs shall be of the type specified in the standard.
4. Signs shall be of the type specified in the standard.
5. Signs shall be of the type specified in the standard.
6. Signs shall be of the type specified in the standard.

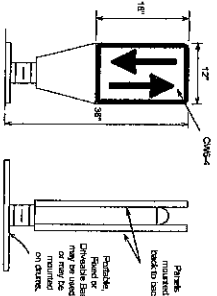
BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES			
BC(8)-14			
DATE	BY	CHECKED	APPROVED
01/04/03	JLB	JLB	JLB
01/04/03	JLB	JLB	JLB
01/04/03	JLB	JLB	JLB

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Fittz & Shipman INC. Consulting Engineers and Land Surveyors

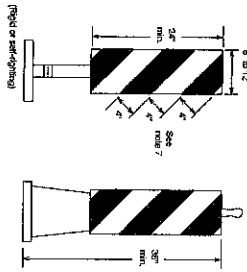
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DATE:  
FILE:



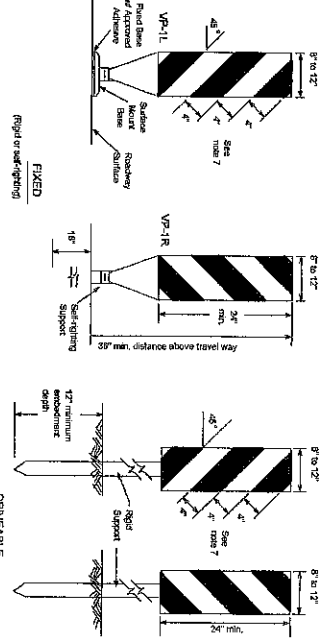
OPPOSING TRAFFIC LANE DIVIDERS (OTLD)

1. Opposing Traffic Lane Dividers (OTLD) are designed to separate opposing traffic flows and to provide a physical barrier between opposing traffic flows.
2. The OTLD may be used in combination with 4' concrete barriers.
3. Spacing between OTLDs shall not exceed 600 feet.
4. The OTLD shall be spaced with a 4' concrete barrier.
5. The OTLD shall be spaced with a 4' concrete barrier.
6. The OTLD shall be spaced with a 4' concrete barrier.
7. The OTLD shall be spaced with a 4' concrete barrier.

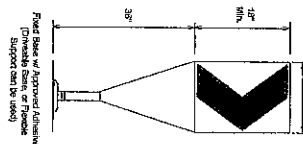


VERTICAL PANELS (VP)

1. Vertical Panels (VP) are normally used to separate opposing traffic flows and to provide a physical barrier between opposing traffic flows.
2. The VP may be used in combination with 4' concrete barriers.
3. Spacing between VPs shall not exceed 600 feet.
4. The VP shall be spaced with a 4' concrete barrier.
5. The VP shall be spaced with a 4' concrete barrier.
6. The VP shall be spaced with a 4' concrete barrier.
7. The VP shall be spaced with a 4' concrete barrier.

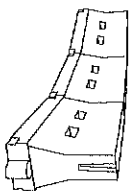


DRIVEABLE



CHEVRONS

1. The chevron shall be a vertical rectangle with a minimum width of 12 inches.
2. The chevron shall be a vertical rectangle with a minimum width of 12 inches.
3. The chevron shall be a vertical rectangle with a minimum width of 12 inches.
4. The chevron shall be a vertical rectangle with a minimum width of 12 inches.
5. The chevron shall be a vertical rectangle with a minimum width of 12 inches.
6. The chevron shall be a vertical rectangle with a minimum width of 12 inches.
7. The chevron shall be a vertical rectangle with a minimum width of 12 inches.



LONGITUDINAL CHANNELIZING DEVICES (LCD)

1. LCDs are commonly referred to as water-based systems and are used to separate opposing traffic flows and to provide a physical barrier between opposing traffic flows.
2. The LCD may be used in combination with 4' concrete barriers.
3. Spacing between LCDs shall not exceed 600 feet.
4. The LCD shall be spaced with a 4' concrete barrier.
5. The LCD shall be spaced with a 4' concrete barrier.
6. The LCD shall be spaced with a 4' concrete barrier.
7. The LCD shall be spaced with a 4' concrete barrier.

WATER BASED SYSTEMS USED AS BARRIERS

1. Water based systems used as barriers shall be used to separate opposing traffic flows and to provide a physical barrier between opposing traffic flows.
2. The water based system shall be used to separate opposing traffic flows and to provide a physical barrier between opposing traffic flows.
3. The water based system shall be used to separate opposing traffic flows and to provide a physical barrier between opposing traffic flows.
4. The water based system shall be used to separate opposing traffic flows and to provide a physical barrier between opposing traffic flows.
5. The water based system shall be used to separate opposing traffic flows and to provide a physical barrier between opposing traffic flows.
6. The water based system shall be used to separate opposing traffic flows and to provide a physical barrier between opposing traffic flows.
7. The water based system shall be used to separate opposing traffic flows and to provide a physical barrier between opposing traffic flows.

HOLLOW OR WATER BASED SYSTEMS USED AS LONGITUDINAL CHANNELIZING DEVICES OR BARRIERS

1. Hollow or water based systems used as barriers shall be used to separate opposing traffic flows and to provide a physical barrier between opposing traffic flows.
2. The hollow or water based system shall be used to separate opposing traffic flows and to provide a physical barrier between opposing traffic flows.
3. The hollow or water based system shall be used to separate opposing traffic flows and to provide a physical barrier between opposing traffic flows.
4. The hollow or water based system shall be used to separate opposing traffic flows and to provide a physical barrier between opposing traffic flows.
5. The hollow or water based system shall be used to separate opposing traffic flows and to provide a physical barrier between opposing traffic flows.
6. The hollow or water based system shall be used to separate opposing traffic flows and to provide a physical barrier between opposing traffic flows.
7. The hollow or water based system shall be used to separate opposing traffic flows and to provide a physical barrier between opposing traffic flows.

GENERAL NOTES

1. Water based systems used as barriers shall be used to separate opposing traffic flows and to provide a physical barrier between opposing traffic flows.
2. The water based system shall be used to separate opposing traffic flows and to provide a physical barrier between opposing traffic flows.
3. The water based system shall be used to separate opposing traffic flows and to provide a physical barrier between opposing traffic flows.
4. The water based system shall be used to separate opposing traffic flows and to provide a physical barrier between opposing traffic flows.
5. The water based system shall be used to separate opposing traffic flows and to provide a physical barrier between opposing traffic flows.
6. The water based system shall be used to separate opposing traffic flows and to provide a physical barrier between opposing traffic flows.
7. The water based system shall be used to separate opposing traffic flows and to provide a physical barrier between opposing traffic flows.

Barrier	Form	Height	Width	Length	Weight	Material	Notes
1	1	1	1	1	1	1	1
2	2	2	2	2	2	2	2
3	3	3	3	3	3	3	3
4	4	4	4	4	4	4	4
5	5	5	5	5	5	5	5
6	6	6	6	6	6	6	6
7	7	7	7	7	7	7	7
8	8	8	8	8	8	8	8
9	9	9	9	9	9	9	9
10	10	10	10	10	10	10	10

SUGGESTED MAXIMUM SPACING OF CHANNELIZING DEVICES AND MINIMUM DESIRABLE TAPER LENGTHS

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

Barrier	Form	Height	Width	Length	Weight	Material	Notes
1	1	1	1	1	1	1	1
2	2	2	2	2	2	2	2
3	3	3	3	3	3	3	3
4	4	4	4	4	4	4	4
5	5	5	5	5	5	5	5
6	6	6	6	6	6	6	6
7	7	7	7	7	7	7	7
8	8	8	8	8	8	8	8
9	9	9	9	9	9	9	9
10	10	10	10	10	10	10	10

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C14.9

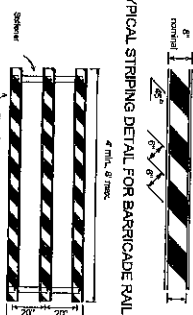
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### TYPE 3 BARRICADES

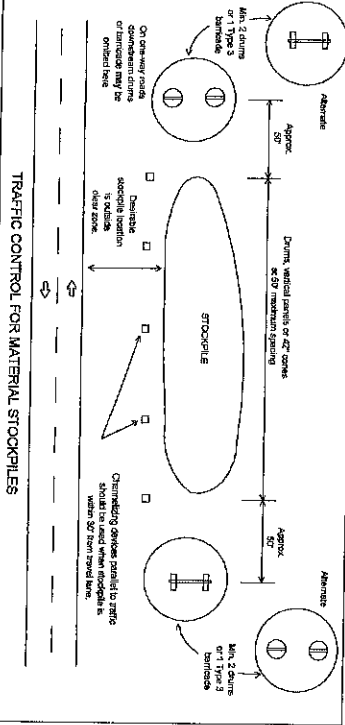
1. Refer to the Complete Work Zone Traffic Control Plan (COWZP) for details of the Type 3 Barricade and set of all materials.
2. Type 3 Barricade is shown in Figure 1.
3. Barricade shall be placed in the travel lane of the roadway, not on the shoulder or in the median.
4. Barricade shall be placed in the travel lane of the roadway, not on the shoulder or in the median.
5. Barricade shall be placed in the travel lane of the roadway, not on the shoulder or in the median.
6. Barricade shall be placed in the travel lane of the roadway, not on the shoulder or in the median.
7. Barricade shall be placed in the travel lane of the roadway, not on the shoulder or in the median.
8. Barricade shall be placed in the travel lane of the roadway, not on the shoulder or in the median.
9. Barricade shall be placed in the travel lane of the roadway, not on the shoulder or in the median.
10. Barricade shall be placed in the travel lane of the roadway, not on the shoulder or in the median.

Barricade shall NOT be used as a sign support.

### TYPICAL STRIPING DETAIL FOR BARRICADE RAIL

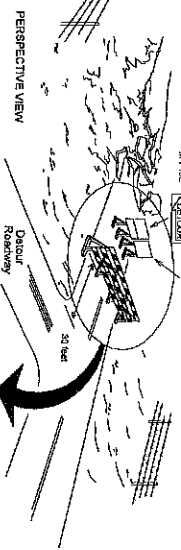


### TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES



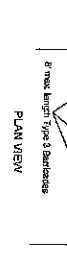
### TRAFFIC CONTROL FOR MATERIAL STOCKPILES

Each roadway of a divided highway shall be barricaded in the same manner.

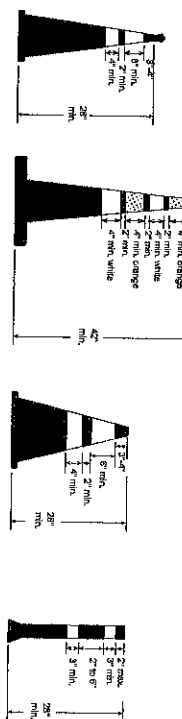


1. Barricade shall be placed in the travel lane of the roadway, not on the shoulder or in the median.
2. Barricade shall be placed in the travel lane of the roadway, not on the shoulder or in the median.
3. Barricade shall be placed in the travel lane of the roadway, not on the shoulder or in the median.
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8. Barricade shall be placed in the travel lane of the roadway, not on the shoulder or in the median.
9. Barricade shall be placed in the travel lane of the roadway, not on the shoulder or in the median.
10. Barricade shall be placed in the travel lane of the roadway, not on the shoulder or in the median.

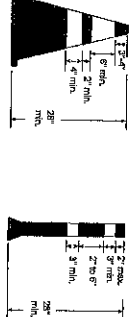
### TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION



### CONES



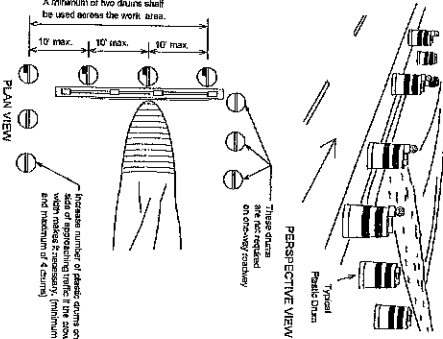
### One-Piece Cones



28" Cones shall have a minimum weight of 112 lbs.  
42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

1. Traffic cones shall be placed in the travel lane of the roadway, not on the shoulder or in the median.
2. Traffic cones shall be placed in the travel lane of the roadway, not on the shoulder or in the median.
3. Traffic cones shall be placed in the travel lane of the roadway, not on the shoulder or in the median.
4. Traffic cones shall be placed in the travel lane of the roadway, not on the shoulder or in the median.
5. Traffic cones shall be placed in the travel lane of the roadway, not on the shoulder or in the median.
6. Traffic cones shall be placed in the travel lane of the roadway, not on the shoulder or in the median.
7. Traffic cones shall be placed in the travel lane of the roadway, not on the shoulder or in the median.
8. Traffic cones shall be placed in the travel lane of the roadway, not on the shoulder or in the median.
9. Traffic cones shall be placed in the travel lane of the roadway, not on the shoulder or in the median.
10. Traffic cones shall be placed in the travel lane of the roadway, not on the shoulder or in the median.

### CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS



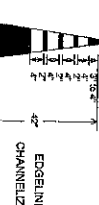
### PLAN VIEW



### PERSPECTIVE VIEW



THIS DEVICE SHALL NOT BE USED ON PROJECTS SET AFTER MARCH 2014.



### EDGE LINE CHANNELIZER

1. The device is intended only to be used in the travel lane of the roadway, not on the shoulder or in the median.
2. The device shall be placed in the travel lane of the roadway, not on the shoulder or in the median.
3. The device shall be placed in the travel lane of the roadway, not on the shoulder or in the median.
4. The device shall be placed in the travel lane of the roadway, not on the shoulder or in the median.
5. The device shall be placed in the travel lane of the roadway, not on the shoulder or in the median.
6. The device shall be placed in the travel lane of the roadway, not on the shoulder or in the median.
7. The device shall be placed in the travel lane of the roadway, not on the shoulder or in the median.
8. The device shall be placed in the travel lane of the roadway, not on the shoulder or in the median.
9. The device shall be placed in the travel lane of the roadway, not on the shoulder or in the median.
10. The device shall be placed in the travel lane of the roadway, not on the shoulder or in the median.

**Barriade and Construction Channelizing Devices**

BC(10)-14

DATE: 2/20/2010

SCALE: 1/2" = 1'-0"

DESIGNED BY: J.L.B.

CHECKED BY: J.L.B.

IN CHARGE: J.L.B.

PROJECT: 2100.000

DATE: APR 2009

SCALE: 1/2" = 1'-0"

DESIGNED BY: J.L.B.

CHECKED BY: J.L.B.

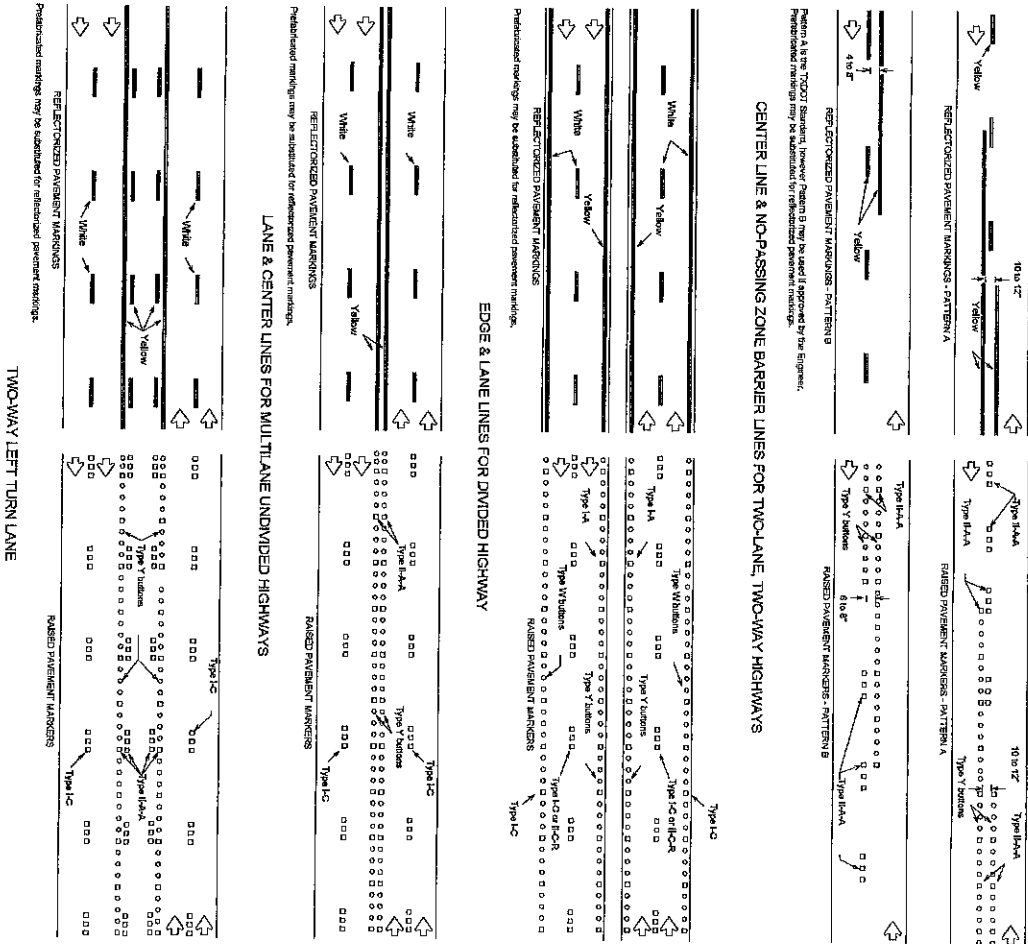
IN CHARGE: J.L.B.



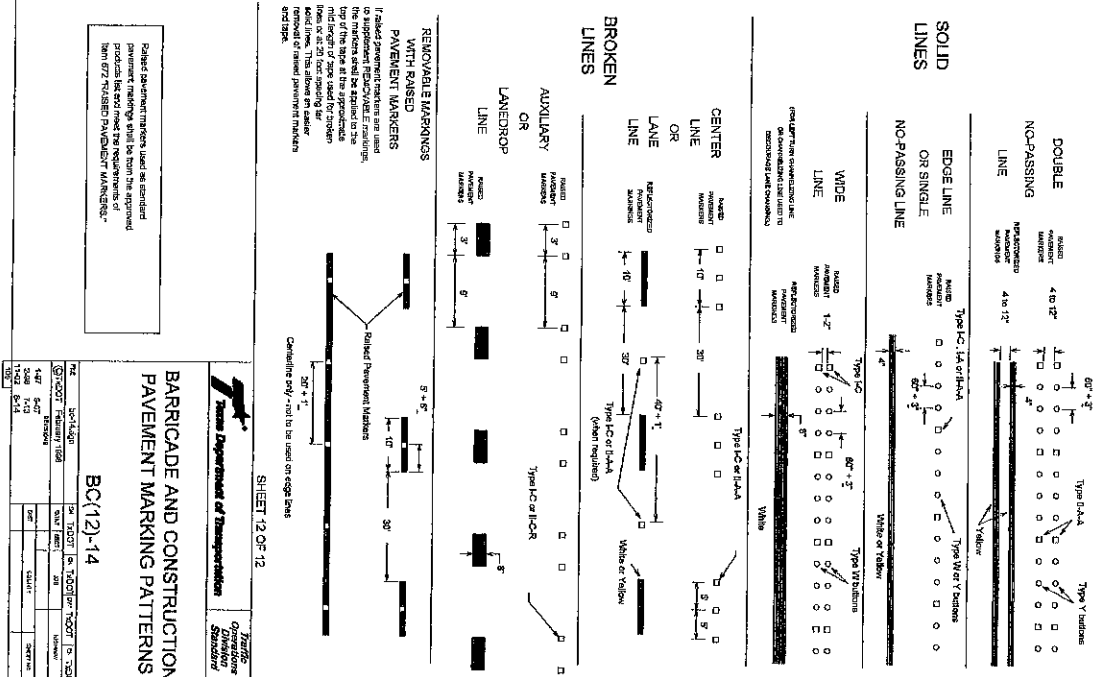
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DATE:  
FILE:

## PAVEMENT MARKING PATTERNS



## STANDARD WORK ZONE PAVEMENT MARKING DETAILS



**JACK BROOKS**  
REGIONAL AIRPORT



**Fittz & Shipman**  
INC.  
Consulting Engineers and Land Surveyors  
4000 Cornudas Drive, Suite 100, Houston, TX 77066  
Ph: (281) 433-7200 Fax: (281) 433-7201  
www.fittzshipman.com  
T.B.P.E. Firm #11692 T.X.L.S. Firm #100185

**C14.12**

NO.	ISSUED FOR	DATE



LIFE LINE RECORD		DESCRIPTION		TOTAL	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT	PRICE
1	100' Preparing Pipe-Clay, complete in place	AS	4.02		
2	100' Excavating, complete in place	LS	1.18		
3	100' Concrete, complete in place	LS	1.18		
4	100' Reinforcing, complete in place	SV	5.69		
5	100' Reinforcing, complete in place	SV	2.95		
6	100' Reinforcing, complete in place	SV	4.78		
7	100' Reinforcing, complete in place	SV	4.78		
8	100' Reinforcing, complete in place	SV	4.78		
9	100' Reinforcing, complete in place	SV	4.78		
10	100' Reinforcing, complete in place	SV	4.78		
11	100' Reinforcing, complete in place	SV	4.78		
12	100' Reinforcing, complete in place	SV	4.78		
13	100' Reinforcing, complete in place	SV	4.78		
14	100' Reinforcing, complete in place	SV	4.78		
15	100' Reinforcing, complete in place	SV	4.78		
16	100' Reinforcing, complete in place	SV	4.78		
17	100' Reinforcing, complete in place	SV	4.78		
18	100' Reinforcing, complete in place	SV	4.78		
19	100' Reinforcing, complete in place	SV	4.78		
20	100' Reinforcing, complete in place	SV	4.78		
21	100' Reinforcing, complete in place	SV	4.78		
22	100' Reinforcing, complete in place	SV	4.78		
23	100' Reinforcing, complete in place	SV	4.78		
24	100' Reinforcing, complete in place	SV	4.78		
25	100' Reinforcing, complete in place	SV	4.78		
26	100' Reinforcing, complete in place	SV	4.78		
27	100' Reinforcing, complete in place	SV	4.78		
28	100' Reinforcing, complete in place	SV	4.78		
29	100' Reinforcing, complete in place	SV	4.78		
30	100' Reinforcing, complete in place	SV	4.78		
31	100' Reinforcing, complete in place	SV	4.78		
32	100' Reinforcing, complete in place	SV	4.78		
33	100' Reinforcing, complete in place	SV	4.78		
34	100' Reinforcing, complete in place	SV	4.78		
35	100' Reinforcing, complete in place	SV	4.78		
36	100' Reinforcing, complete in place	SV	4.78		
37	100' Reinforcing, complete in place	SV	4.78		
38	100' Reinforcing, complete in place	SV	4.78		
39	100' Reinforcing, complete in place	SV	4.78		
40	100' Reinforcing, complete in place	SV	4.78		
41	100' Reinforcing, complete in place	SV	4.78		
42	100' Reinforcing, complete in place	SV	4.78		
43	100' Reinforcing, complete in place	SV	4.78		
44	100' Reinforcing, complete in place	SV	4.78		
45	100' Reinforcing, complete in place	SV	4.78		
46	100' Reinforcing, complete in place	SV	4.78		
47	100' Reinforcing, complete in place	SV	4.78		
48	100' Reinforcing, complete in place	SV	4.78		
49	100' Reinforcing, complete in place	SV	4.78		
50	100' Reinforcing, complete in place	SV	4.78		
51	100' Reinforcing, complete in place	SV	4.78		
52	100' Reinforcing, complete in place	SV	4.78		
53	100' Reinforcing, complete in place	SV	4.78		
54	100' Reinforcing, complete in place	SV	4.78		
55	100' Reinforcing, complete in place	SV	4.78		
56	100' Reinforcing, complete in place	SV	4.78		
57	100' Reinforcing, complete in place	SV	4.78		
58	100' Reinforcing, complete in place	SV	4.78		
59	100' Reinforcing, complete in place	SV	4.78		
60	100' Reinforcing, complete in place	SV	4.78		
61	100' Reinforcing, complete in place	SV	4.78		
62	100' Reinforcing, complete in place	SV	4.78		
63	100' Reinforcing, complete in place	SV	4.78		
64	100' Reinforcing, complete in place	SV	4.78		
65	100' Reinforcing, complete in place	SV	4.78		
66	100' Reinforcing, complete in place	SV	4.78		
67	100' Reinforcing, complete in place	SV	4.78		
68	100' Reinforcing, complete in place	SV	4.78		
69	100' Reinforcing, complete in place	SV	4.78		
70	100' Reinforcing, complete in place	SV	4.78		
71	100' Reinforcing, complete in place	SV	4.78		
72	100' Reinforcing, complete in place	SV	4.78		
73	100' Reinforcing, complete in place	SV	4.78		
74	100' Reinforcing, complete in place	SV	4.78		
75	100' Reinforcing, complete in place	SV	4.78		
76	100' Reinforcing, complete in place	SV	4.78		
77	100' Reinforcing, complete in place	SV	4.78		
78	100' Reinforcing, complete in place	SV	4.78		
79	100' Reinforcing, complete in place	SV	4.78		
80	100' Reinforcing, complete in place	SV	4.78		
81	100' Reinforcing, complete in place	SV	4.78		
82	100' Reinforcing, complete in place	SV	4.78		
83	100' Reinforcing, complete in place	SV	4.78		
84	100' Reinforcing, complete in place	SV	4.78		
85	100' Reinforcing, complete in place	SV	4.78		
86	100' Reinforcing, complete in place	SV	4.78		
87	100' Reinforcing, complete in place	SV	4.78		
88	100' Reinforcing, complete in place	SV	4.78		
89	100' Reinforcing, complete in place	SV	4.78		
90	100' Reinforcing, complete in place	SV	4.78		
91	100' Reinforcing, complete in place	SV	4.78		
92	100' Reinforcing, complete in place	SV	4.78		
93	100' Reinforcing, complete in place	SV	4.78		
94	100' Reinforcing, complete in place	SV	4.78		
95	100' Reinforcing, complete in place	SV	4.78		
96	100' Reinforcing, complete in place	SV	4.78		
97	100' Reinforcing, complete in place	SV	4.78		
98	100' Reinforcing, complete in place	SV	4.78		
99	100' Reinforcing, complete in place	SV	4.78		
100	100' Reinforcing, complete in place	SV	4.78		

[illegible][illegible]

ESTIMATE AND SUMMARY QUANTITY				
JBR LANDSIDE PAVEMENT IMPROVEMENT PROJECT				
ITEM NO.	ITEM NAME	DESCRIPTION	UNIT	ESTIMATE FINAL
1	100	Preparing Right-of-Way, complete in place	Ac	4.42
2	100	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
3	100	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
4	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
5	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
6	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
7	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
8	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
9	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
10	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
11	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
12	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
13	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
14	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
15	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
16	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
17	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
18	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
19	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
20	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
21	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
22	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
23	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
24	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
25	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
26	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
27	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
28	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
29	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
30	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48


2014 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges

Est Street - Segment A - Sta 8+00 to 8+50				
ITEM NO.	ITEM NAME	DESCRIPTION	UNIT	ESTIMATE FINAL
1	100	Preparing Right-of-Way, complete in place	Ac	4.42
2	100	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
3	100	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
4	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
5	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
6	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
7	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
8	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
9	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
10	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
11	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
12	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
13	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
14	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
15	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
16	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
17	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
18	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
19	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
20	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
21	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
22	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
23	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
24	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
25	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
26	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
27	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
28	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
29	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
30	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48


2014 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges

Est Street - Segment B - Sta 8+50 to 24+00				
ITEM NO.	ITEM NAME	DESCRIPTION	UNIT	ESTIMATE FINAL
1	100	Preparing Right-of-Way, complete in place	Ac	4.42
2	100	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
3	100	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
4	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
5	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
6	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
7	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
8	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
9	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
10	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
11	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
12	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
13	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
14	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
15	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
16	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
17	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
18	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
19	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
20	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
21	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
22	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
23	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
24	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
25	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
26	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
27	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
28	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
29	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48
30	110	Reinforcing concrete sidewalk, complete in place	S.Y.	1.48

2014 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges



**JACK BROOKS**  
REGIONAL AIRPORT



**Fittz & Shipman**  
INC.  
Consulting Engineers and Land Surveyors  
1405 Cornerstone Court, Beaumont, TX 77705  
Ph. (409) 632-7230 Fax. (409) 632-7303  
www.fittzshipman.com  
T.B.P.R. Firm #1160 T.C.L.S. Firm #100100

NO. 1

ISSUED FOR: Addendum #2

DATE: 03-21-2023

**DATE:** Mar 21, 2023

**SCALE:** N.T.S.

**DRAWN BY:** J.L.K.

**CHECK BY:** A.L.T.

**RE: DRAWING NAME:** 22000 OF QUANTITIES & NOTES

**QUANTITY TABULATIONS**

**PG. PROJECT #**

**21200.000**

**C11**


CONTRACT NO. 1777-2-0000-02

1B-23-009\LANDSIDE ROAD PAVEMENT REPAIRS-JBR - ADDENDUM NO. 2 PAGE 5 OF 6


ESTIMATE AND SUMMARY QUANTITY				
JBR LANDSIDE PAVEMENT IMPROVEMENT PROJECT				
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	TOTAL
1	Preparation Right-of-Way, complete in place	Sq. Yd.	4,427	
2	Excavation, complete in place	Sq. Yd.	1,468	
3	Importation, complete in place	Sq. Yd.	1,468	
4	Preparation Right-of-Way, complete in place	Sq. Yd.	1,468	
5	Excavation, complete in place	Sq. Yd.	1,468	
6	Importation, complete in place	Sq. Yd.	1,468	
7	Preparation Right-of-Way, complete in place	Sq. Yd.	1,468	
8	Excavation, complete in place	Sq. Yd.	1,468	
9	Importation, complete in place	Sq. Yd.	1,468	
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15	Importation, complete in place	Sq. Yd.	1,468	
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17	Excavation, complete in place	Sq. Yd.	1,468	
18	Importation, complete in place	Sq. Yd.	1,468	
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21	Importation, complete in place	Sq. Yd.	1,468	
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24	Importation, complete in place	Sq. Yd.	1,468	
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27	Importation, complete in place	Sq. Yd.	1,468	
28	Preparation Right-of-Way, complete in place	Sq. Yd.	1,468	
29	Excavation, complete in place	Sq. Yd.	1,468	
30	Importation, complete in place	Sq. Yd.	1,468	

ESTIMATE AND SUMMARY QUANTITY				
JBR LANDSIDE PAVEMENT IMPROVEMENT PROJECT				
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REGIONAL AIRPORT



**Fittz & Shipman, Inc.**  
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1405 Concorde Court, Dallas, TX 75206  
Ph: (469) 832-7258 Fax: (469) 832-7333  
www.fittzshipman.com  
T.B.P.E. Firm #1180 T.S.L.S. Firm #100185

NO. 1

ISSUED FOR: Addendum #2

DATE: 03-21-2023

DATE: 2/28/2023

SCALE: As Shown

DRAWN BY: JLB

CHECK BY: JLB

IN CHARGE: JLB

PROJECT: JBR LANDSIDE PAVEMENT REPAIRS

**QUANTITY**

**TOTAL**

**QUANTITY**

**TOTAL**



**PO Box 188**

**Kirbyville, TX 75956**

**"SEALED BID"**

**Bid Name: Landside Road Pavement Repairs**

**At the Jack Brooks Regional Airport**

**Bid Number: IFB 23-009/JW**

**Due By Time/Date: 11:00 AM CT, Wednesday, March 29, 2023**

**To: Jefferson County Purchasing Department**

**1149 Pearl Street, 1<sup>st</sup> Floor**

**Beaumont, TX 77701**

REC'D JEFFCOPURCH: 10:45 AM MAR 29 2023

*D. West*

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

Elite Contractors and Equipment LTD  
Kirbyville, TX United States

Certificate Number:  
2023-999653

Date Filed:  
03/28/2023

Date Acknowledged:

6/15/2023 *DN*

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

Jefferson County Texas

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

IFB 23-009/JW  
Road Repair

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

5 Check only if there is NO interested Party.



### 6 UNSWORN DECLARATION

My name is Breck Sauls, and my date of birth is 09/02/1973.

My address is 663 CR 601A, Kirbyville, TX, 75956, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Jasper County, State of Texas, on the 28 day of March, 2023.  
(month) (year)

Signature of authorized agent of contracting business entity  
(Declarant)





Glenn Hegar  
Texas Comptroller of Public Accounts



## Divestment Statute Lists

- Financial Companies that Boycott Energy Companies [[comptroller.texas.gov/purchasing/docs/divest-energy.xlsx](https://comptroller.texas.gov/purchasing/docs/divest-energy.xlsx)] — *Updated Q1 2023*
- List of Financial Companies that Boycott Energy Companies FAQ [[comptroller.texas.gov/purchasing/docs/divest-energy.pdf](https://comptroller.texas.gov/purchasing/docs/divest-energy.pdf)] — *Updated March 2023*
- Scrutinized Companies with ties to Iran [[comptroller.texas.gov/purchasing/docs/iran-list.xlsx](https://comptroller.texas.gov/purchasing/docs/iran-list.xlsx)] — *Updated December 2, 2022*
- Scrutinized Companies with ties to Sudan [[comptroller.texas.gov/purchasing/docs/sudan-list.xlsx](https://comptroller.texas.gov/purchasing/docs/sudan-list.xlsx)] — *Updated December 2, 2022*
- Companies that Boycott Israel [[comptroller.texas.gov/purchasing/docs/anti-bds.xlsx](https://comptroller.texas.gov/purchasing/docs/anti-bds.xlsx)] — *Updated September 2022*
- Designated Foreign Terrorist Organizations [[comptroller.texas.gov/purchasing/docs/foreign-terrorist.xlsx](https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.xlsx)] — *Updated June 2022*
- Scrutinized Companies with ties to Foreign Terrorist Organizations [[comptroller.texas.gov/purchasing/docs/fto-list.xlsx](https://comptroller.texas.gov/purchasing/docs/fto-list.xlsx)] — *Updated June 2022*

**List prepared pursuant to chapter 809 of the Texas Government Code**

**Financial Companies That Boycott Energy Companies**

*Updated Q1 2023*

Listing in both Annex I and Annex II

**List prepared pursuant to chapter 2270 of the Texas Government Code**

**Companies Engaging in Scrutinized Business Operations in Iran**

*Updated Q4 2022*

<b>COMPANY NAME</b>	<b>ISIN</b>
BEIQI FOTON MOTOR CO, LIMITED	CNE000000WC6
CHINA RAILWAY GROUP LIMITED	CNE1000007Z2
CHONGQING CHANGAN AUTOMOBILE COMPANY LIMITED	CNE000000R36
GLENCORE PLC	JE00B4T3BW64
HYUNDAI MOTOR COMPANY	KR7005380001
INDIAN OIL CORPORATION LIMITED	INE242A01010
LLOYDS BANKING GROUP PLC	GB0008706128
NORINCO INTERNATIONAL COOPERATION LIMITED	CNE000000VZ9
RENAULT SA	FR0000131906
SINOPEC ENGINEERING (GROUP) CO, LTD	CNE100001NV2
VODAFONE GROUP PLC	GB00BH4HKS39
ZHEJIANG SHIBAO CO., LTD.	CNE1000004W6

## **List prepared pursuant to chapter 2270 of the Texas Government Code**

### **Companies Engaging in Scrutinized Business Operations in Sudan**

*Updated Q4 2022*

The United States government determination regarding Sudan as a State Sponsor of Terrorism was rescinded, effective December 14, 2020. Further, the United States government revoked the major components of all economic sanctions against Sudan and the Government of Sudan, effective October 12, 2017.

However, these changes do not authorize transactions that are prohibited under the U.S. Darfur Sanctions Regulations or related executive orders. Accordingly, the Comptroller's office will continue monitoring for companies that meet the Texas statutory definition of a scrutinized company in relation to Sudan.

**List prepared pursuant to chapter 808 of the Texas Government Code**

**Companies That Boycott Israel**

*Updated September 2022*

<b>COMPANY NAME</b>	<b>ISSUER ID</b>	<b>ISIN</b>
ASN BANK NV	ID000000002407715	US0814651065
BEN & JERRY'S HOMEMADE, INC.		
BETSAH INVEST SA		
CACTUS SA		
CO-OPERATIVE GROUP LIMITED		
DNB BANK ASA	IID0000000002241186	GB00BFXWHQ29
GULOGUZ DIS DEPOSU TICARET VE PAZARLAMA LTD	IID0000000002246697	NO0010161896
KARSTEN FARMS		
KLP KAPITALFORVALTNING AS		
KOMMUNAL LANDSPENSJONSKASSE GJENSIDIG FORSIKRINGSSKAP	IID0000000002228977	XS1217882171
UNILEVER PLC	IID0000000002137159	GB00B10RZP78

## List prepared pursuant to chapter 2270 of the Texas Government Code

### Designated Foreign Terrorist Organizations

Source - United States Department of State  
<https://state.gov/foreign-terrorist-organizations/>

*Updated June 2022*

#### Organization Name

Abu Sayyaf Group (ASG)  
HAMAS  
Harakat ul-Mujahidin (HUM)  
Hizballah  
Kurdistan Workers Party (PKK, aka Kongra-Gel)  
Liberation Tigers of Tamil Eelam (LTTE)  
National Liberation Army (ELN)  
Palestine Liberation Front (PLF)  
Palestine Islamic Jihad (PIJ)  
Popular Front for the Liberation of Palestine (PFLP)  
PFLP-General Command (PFLP-GC)  
Revolutionary People's Liberation Party/Front (DHKP/C)  
Shining Path (SL)  
al-Qa'ida (AQ)  
Islamic Movement of Uzbekistan (IMU)  
Real Irish Republican Army (RIRA)  
Jaish-e-Mohammed (JEM)  
Lashkar-e Tayyiba (LeT)  
Al-Aqsa Martyrs Brigade (AAMB)  
Asbat al-Ansar (AAA)  
al-Qaida in the Islamic Maghreb (AQIM)  
Communist Party of the Philippines/New People's Army (CPP/NPA)  
Jemaah Islamiya (JI)  
Lashkar i Jhangvi (LJ)  
Ansar al-Islam (AAI)  
Continuity Irish Republican Army (CIRA)  
Islamic State of Iraq and the Levant (formerly al-Qa'ida in Iraq)  
Islamic Jihad Union (IJU)  
Harakat ul-Jihad-i-Islami/Bangladesh (HUJI-B)  
al-Shabaab  
Revolutionary Struggle (RS)  
Kata'ib Hizballah (KH)  
al-Qa'ida in the Arabian Peninsula (AQAP)  
Harakat ul-Jihad-i-Islami (HUJI)  
Tehrik-e Taliban Pakistan (TTP)



Jaysh al-Adl (formerly Jundallah)  
Army of Islam (AOI)  
Indian Mujahedeen (IM)  
Jemaah Anshorut Tauhid (JAT)  
Abdallah Azzam Brigades (AAB)  
Haqqani Network (HQN)  
Ansar al-Dine (AAD)  
Boko Haram  
Ansaru  
al-Mulathamun Battalion (AMB)  
Ansar al-Shari'a in Benghazi  
Ansar al-Shari'a in Darnah  
Ansar al-Shari'a in Tunisia  
ISIL Sinai Province (formerly Ansar Bayt al-Maqdis)  
al-Nusrah Front  
Jaysh Rijal al-Tariq al Naqshabandi (JRTN)  
Islamic State's Khorasan Province (ISIS-K)  
Islamic State of Iraq and the Levant's Branch in Libya (ISIL-Libya)  
Al-Qa'ida in the Indian Subcontinent  
Hizbul Mujahideen (HM)  
ISIS-Bangladesh  
ISIS-Philippines  
ISIS-West Africa  
ISIS-Greater Sahara  
al-Ashtar Brigades (AAB)  
Jama'at Nusrat al-Islam wal-Muslimin (JNIM)  
Islamic Revolutionary Guard Corps (IRGC)  
Asa'ib Ahl al-Haq (AAH)  
Harakat Sawa'd Misr (HASM)  
ISIS-DRC  
ISIS-Mozambique  
Segunda Marquetalia  
Revolutionary Armed Forces of Colombia – People's Army (FARC-EP)

**List prepared pursuant to chapter 2270 of the Texas Government Code  
Companies Engaging in Scrutinized Business Operations With a Designated  
Foreign Terrorist Organization**

*Updated June 2022*

**Company Name**

No companies identified



# ELITE CONTRACTORS AND EQUIPMENT LTD

Unique Entity ID <b>VJNJACEPW4N4</b>	CAGE / NCAGE <b>88XX5</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Mar 6, 2024</b>	
Physical Address <b>663 County RD 601A Kirbyville, Texas 75956-3222 United States</b>	Mailing Address <b>663 County RD 601A Kirbyville, Texas 75956-3222 United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Texas 36</b>	State / Country of Incorporation <b>Texas / United States</b>	URL <b>(blank)</b>

## Registration Dates

Activation Date <b>Mar 8, 2023</b>	Submission Date <b>Mar 7, 2023</b>	Initial Registration Date <b>Jan 31, 2019</b>
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## Entity Dates

Entity Start Date <b>Feb 19, 2015</b>	Fiscal Year End Close Date <b>Dec 31</b>
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## Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
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## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
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## Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

## Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

## Exclusion Summary

Active Exclusions Records?

**No**

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

**Yes**

## Entity Types

### Business Types

Entity Structure <b>Corporate Entity (Not Tax Exempt)</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>(blank)</b>
Profit Structure <b>For Profit Organization</b>		

Socio-Economic Types

Self Certified Small Disadvantaged Business

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments No	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 88XX5

Points of Contact

Electronic Business

☎ Sharon F Sauls	663 Cr 601A Kirbyville, Texas 75956 United States
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Government Business

☎ Breck F Sauls	PO Box 188 KIRBYVILLE, Tx 75956 Kirbyville, Texas 75956 United States
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Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	237310	Highway, Street, And Bridge Construction
	237110	Water And Sewer Line And Related Structures Construction
	237990	Other Heavy And Civil Engineering Construction

Disaster Response

Yes, this entity appears in the disaster response registry.

Yes, this entity require bonding to bid on contracts.

Bonding Levels	Dollars
Construction Per Contract	\$10,000,000.00

States Texas	Counties (blank)	Metropolitan Statistical Areas (blank)
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# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

Elite Contractors and Equipment LTD  
Kirbyville, TX United States

Certificate Number:  
2023-999653

Date Filed:  
03/28/2023

Date Acknowledged:

6/15/2023 *DN*

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

Jefferson County Texas

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

IFB 23-009/JW  
Road Repair

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

5 Check only if there is NO interested Party.



### 6 UNSWORN DECLARATION

My name is Breck Sauls, and my date of birth is 09/02/1973.

My address is 663 CR 601A, Kirbyville, TX, 75956, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Jasper County, State of Texas, on the 28 day of March, 2023.  
(month) (year)

Signature of authorized agent of contracting business entity  
(Declarant)

**COMPTROLLER.TEXAS.GOV**Glenn Hegar  
Texas Comptroller of Public Accounts**Purchasing**

## Divestment Statute Lists

- Financial Companies that Boycott Energy Companies [[comptroller.texas.gov/purchasing/docs/divest-energy.xlsx](https://comptroller.texas.gov/purchasing/docs/divest-energy.xlsx)] — *Updated Q1 2023*
- List of Financial Companies that Boycott Energy Companies FAQ [[comptroller.texas.gov/purchasing/docs/divest-energy.pdf](https://comptroller.texas.gov/purchasing/docs/divest-energy.pdf)] — *Updated March 2023*
- Scrutinized Companies with ties to Iran [[comptroller.texas.gov/purchasing/docs/iran-list.xlsx](https://comptroller.texas.gov/purchasing/docs/iran-list.xlsx)] — *Updated December 2, 2022*
- Scrutinized Companies with ties to Sudan [[comptroller.texas.gov/purchasing/docs/sudan-list.xlsx](https://comptroller.texas.gov/purchasing/docs/sudan-list.xlsx)] — *Updated December 2, 2022*
- Companies that Boycott Israel [[comptroller.texas.gov/purchasing/docs/anti-bds.xlsx](https://comptroller.texas.gov/purchasing/docs/anti-bds.xlsx)] — *Updated September 2022*
- Designated Foreign Terrorist Organizations [[comptroller.texas.gov/purchasing/docs/foreign-terrorist.xlsx](https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.xlsx)] — *Updated June 2022*
- Scrutinized Companies with ties to Foreign Terrorist Organizations [[comptroller.texas.gov/purchasing/docs/fto-list.xlsx](https://comptroller.texas.gov/purchasing/docs/fto-list.xlsx)] — *Updated June 2022*



**List prepared pursuant to chapter 809 of the Texas Government Code**

**Financial Companies That Boycott Energy Companies**

*Updated Q1 2023*

Listing in both Annex I and Annex II

**List prepared pursuant to chapter 2270 of the Texas Government Code**

**Companies Engaging in Scrutinized Business Operations in Iran**

*Updated Q4 2022*

<b>COMPANY NAME</b>	<b>ISIN</b>
BEIQI FOTON MOTOR CO, LIMITED	CNE000000WC6
CHINA RAILWAY GROUP LIMITED	CNE1000007Z2
CHONGQING CHANGAN AUTOMOBILE COMPANY LIMITED	CNE000000R36
GLENCORE PLC	JE00B4T3BW64
HYUNDAI MOTOR COMPANY	KR7005380001
INDIAN OIL CORPORATION LIMITED	INE242A01010
LLOYDS BANKING GROUP PLC	GB0008706128
NORINCO INTERNATIONAL COOPERATION LIMITED	CNE000000VZ9
RENAULT SA	FR0000131906
SINOPEC ENGINEERING (GROUP) CO, LTD	CNE100001NV2
VODAFONE GROUP PLC	GB00BH4HKS39
ZHEJIANG SHIBAO CO., LTD.	CNE1000004W6

## **List prepared pursuant to chapter 2270 of the Texas Government Code**

### **Companies Engaging in Scrutinized Business Operations in Sudan**

*Updated Q4 2022*

The United States government determination regarding Sudan as a State Sponsor of Terrorism was rescinded, effective December 14, 2020. Further, the United States government revoked the major components of all economic sanctions against Sudan and the Government of Sudan, effective October 12, 2017.

However, these changes do not authorize transactions that are prohibited under the U.S. Darfur Sanctions Regulations or related executive orders. Accordingly, the Comptroller's office will continue monitoring for companies that meet the Texas statutory definition of a scrutinized company in relation to Sudan.

**List prepared pursuant to chapter 808 of the Texas Government Code**

**Companies That Boycott Israel**

*Updated September 2022*

<b>COMPANY NAME</b>	<b>ISSUER ID</b>	<b>ISIN</b>
ASN BANK NV	ID000000002407715	US0814651065
BEN & JERRY'S HOMEMADE, INC.		
BETSAH INVEST SA		
CACTUS SA		
CO-OPERATIVE GROUP LIMITED		
DNB BANK ASA	IID0000000002241186	GB00BFXWHQ29
GULOGUZ DIS DEPOSU TICARET VE PAZARLAMA LTD	IID0000000002246697	NO0010161896
KARSTEN FARMS		
KLP KAPITALFORVALTNING AS		
KOMMUNAL LANDSPENSJONSKASSE GJENSIDIG FORSIKRINGSSKAP	IID0000000002228977	XS1217882171
UNILEVER PLC	IID0000000002137159	GB00B10RZP78

## List prepared pursuant to chapter 2270 of the Texas Government Code

### Designated Foreign Terrorist Organizations

Source - United States Department of State  
<https://state.gov/foreign-terrorist-organizations/>

*Updated June 2022*

#### Organization Name

Abu Sayyaf Group (ASG)  
HAMAS  
Harakat ul-Mujahidin (HUM)  
Hizballah  
Kurdistan Workers Party (PKK, aka Kongra-Gel)  
Liberation Tigers of Tamil Eelam (LTTE)  
National Liberation Army (ELN)  
Palestine Liberation Front (PLF)  
Palestine Islamic Jihad (PIJ)  
Popular Front for the Liberation of Palestine (PFLP)  
PFLP-General Command (PFLP-GC)  
Revolutionary People's Liberation Party/Front (DHKP/C)  
Shining Path (SL)  
al-Qa'ida (AQ)  
Islamic Movement of Uzbekistan (IMU)  
Real Irish Republican Army (RIRA)  
Jaish-e-Mohammed (JEM)  
Lashkar-e Tayyiba (LeT)  
Al-Aqsa Martyrs Brigade (AAMB)  
Asbat al-Ansar (AAA)  
al-Qaida in the Islamic Maghreb (AQIM)  
Communist Party of the Philippines/New People's Army (CPP/NPA)  
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Revolutionary Struggle (RS)  
Kata'ib Hizballah (KH)  
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Army of Islam (AOI)  
Indian Mujahedeen (IM)  
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Abdallah Azzam Brigades (AAB)  
Haqqani Network (HQN)  
Ansar al-Dine (AAD)  
Boko Haram  
Ansaru  
al-Mulathamun Battalion (AMB)  
Ansar al-Shari'a in Benghazi  
Ansar al-Shari'a in Darnah  
Ansar al-Shari'a in Tunisia  
ISIL Sinai Province (formerly Ansar Bayt al-Maqdis)  
al-Nusrah Front  
Jaysh Rijal al-Tariq al Naqshabandi (JRTN)  
Islamic State's Khorasan Province (ISIS-K)  
Islamic State of Iraq and the Levant's Branch in Libya (ISIL-Libya)  
Al-Qa'ida in the Indian Subcontinent  
Hizbul Mujahideen (HM)  
ISIS-Bangladesh  
ISIS-Philippines  
ISIS-West Africa  
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Revolutionary Armed Forces of Colombia – People's Army (FARC-EP)



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Companies Engaging in Scrutinized Business Operations With a Designated  
Foreign Terrorist Organization**

*Updated June 2022*

**Company Name**

No companies identified



# ELITE CONTRACTORS AND EQUIPMENT LTD

Unique Entity ID <b>VJNJACEPW4N4</b>	CAGE / NCAGE <b>88XX5</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Mar 6, 2024</b>	
Physical Address <b>663 County RD 601A Kirbyville, Texas 75956-3222 United States</b>	Mailing Address <b>663 County RD 601A Kirbyville, Texas 75956-3222 United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Texas 36</b>	State / Country of Incorporation <b>Texas / United States</b>	URL <b>(blank)</b>

## Registration Dates

Activation Date <b>Mar 8, 2023</b>	Submission Date <b>Mar 7, 2023</b>	Initial Registration Date <b>Jan 31, 2019</b>
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## Entity Dates

Entity Start Date <b>Feb 19, 2015</b>	Fiscal Year End Close Date <b>Dec 31</b>
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## Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
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Active Exclusions Records?

**No**

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

**Yes**

## Entity Types

### Business Types

Entity Structure <b>Corporate Entity (Not Tax Exempt)</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>(blank)</b>
Profit Structure <b>For Profit Organization</b>		

Socio-Economic Types

Self Certified Small Disadvantaged Business

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Financial Information

Accepts Credit Card Payments No	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 88XX5

Points of Contact

Electronic Business

☎ Sharon F Sauls	663 Cr 601A Kirbyville, Texas 75956 United States
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Government Business

☎ Breck F Sauls	PO Box 188 KIRBYVILLE, Tx 75956 Kirbyville, Texas 75956 United States
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Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
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Bonding Levels	Dollars
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States Texas	Counties (blank)	Metropolitan Statistical Areas (blank)
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