SPECIAL, 11/24/2014 1:30:00 PM

BE IT REMEMBERED that on November 24, 2014, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3 (ABSENT)

Commissioner Everette D. Alfred, Commissioner Pct. No. 4

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk

When the following proceedings were had and orders made, to-wit:

Jeff R. Branick, County Judge
Eddie Arnold, Commissioner, Precinct One
Brent A. Weaver, Commissioner, Precinct Two
Michael S. Sinegal, Commissioner, Precinct Three
Everette "Bo" Alfred, Commissioner, Precinct Four

NOTICE OF MEETING AND AGENDA OF COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS November 24, 2014

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, willmeet at **1:30 PM,** on the **24th** day of **November 2014** at its regular meeting place in the Commissioner's Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Special** for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

In addition to the routine business of the County, the subject of said meeting will be the following:

INVOCATION: Eddie Arnold, Commissioner, Precinct One

PLEDGE OF ALLEGIANCE: Brent A. Weaver, Commissioner, Precinct Two

PURCHASING:

1. Receive and file bids for Invitation for Bid (IFB 14-047/JW), Term Contract for Inmate Shoes for Jefferson County.

SEE ATTACHMENTS ON PAGES 10 - 117

Motion by: Commissioner Weaver
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred
Action: APPROVED

2. Receive and file bids for Invitation for Bid (IFB 14-048/KJS), US 90 Crossover at Green Pond Gully Rd.

SEE ATTACHMENTS ON PAGES 118 - 278

Motion by: Commissioner Weaver
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred
Action: APPROVED

3. Receive and file bids for Invitation for Bid (IFB 14-049/KJS), Cheek Community Sewer Improvements GRINDER PUMPS Installation – Cheek Phase IV.

SEE ATTACHMENTS ON PAGES 279 - 685

Motion by: Commissioner Weaver
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred
Action: APPROVED

4. Receive and file contract for (IFB 14-046/KJS), Cheek Community Sewer Improvements – Cheek Phase IV with T. Johnson Industries, Inc. in the amount of $139,314.00. This is a Texas Community Development Block Grant Project.

SEE ATTACHMENTS ON PAGES 686 - 841

Motion by: Commissioner Weaver
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred
Action: APPROVED

5. Consider and approve award, execute, receive and file contract for (IFB 14-048/KJS), US 90 Crossover at Green Pond Gully Rd. with APAC-Texas, Inc. in the amount of $196,485.50, as shown on Attachment A.

SEE ATTACHMENTS ON PAGES 842 - 844

Motion by: Commissioner Weaver
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred
Action: APPROVED

6. Consider and approve award, execute, receive and file contract for (RFP 14-038/KJS), Development Proposals for Multi-Sports Training Facility Located at Ford Park with Golden Triangle Sports Academy, LLC.

SEE ATTACHMENTS ON PAGES 845 - 867

Motion by: Commissioner Weaver
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred
Action: APPROVED

7. Consider and approve award, execute, receive and file Acceptance of Offer for (IFB 14-044/JW), Term Contract for Gray Limestone (Commonly Referred to as 610 Base) for Jefferson County with Martin Marietta Materials, as shown on Attachment B.

SEE ATTACHMENTS ON PAGES 868 - 870

Motion by: Commissioner Weaver
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred
Action: APPROVED

8. Consider and possibly approve, execute, receive and file, renewal contract for 2014 to 2015 Printer Maintenance for Jefferson County with Sirius for the period of November 20, 2014 to November 19, 2015 in the amount of $23,961.01. This in is in accordance with TXMAS Contract-4-70080.

SEE ATTACHMENTS ON PAGES 871 - 875

Motion by: Commissioner Weaver
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred
Action: APPROVED

9. Consider and possibly approve disposition of salvage property as authorized by Local Government Code §263.152 (a) (4), by donating it to a charitable organization, Goodwill Computer Depot.

SEE ATTACHMENTS ON PAGES 876 - 878

Motion by: Commissioner Weaver
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred
Action: APPROVED

COUNTY AIRPORT:

10. Consider, possibly approve, and authorize the County Judge to execute a Hangar and Office Lease between Jefferson County and Stone Oak Management, LLC for hangar and office space in Hangar 7.

SEE ATTACHMENTS ON PAGES 879 - 887

Motion by: Commissioner Weaver
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred
Action: APPROVED

COUNTY AUDITOR:

11. Consider and approve FY 2015 budget transfer - Constable, Precinct 1 - markings for three vehicles.

120-3065-425-3084	MINOR EQUIPMENT	$3,300.00	
120-3065-425-1098	OVERTIME ALLOWANCE		$3,300.00

SEE ATTACHMENTS ON PAGES 888 - 891

Motion by: Commissioner Arnold
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred
Action: APPROVED

12. Regular County Bills - check #401022 through check #401265.

SEE ATTACHMENTS ON PAGES 892 - 901

Motion by: Commissioner Arnold
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred
Action: APPROVED

COUNTY CLERK:

13. Consider and possibly approve, receive and file Order Canvassing the results of the recount for the District Clerk contest in the November 4, 2014, General, Special and Joint Election in accordance with Election Code 67.003

SEE ATTACHMENTS ON PAGES 902 - 912

Motion by: Commissioner Alfred
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred
Action: APPROVED

14. Consider and possible adopt a Resolution recognizing Shelia Briggs for 36 years and 3 months of dedicated service as an employee of Jefferson County and wishes her well in her retirement.

SEE ATTACHMENTS ON PAGES 913 - 913

Motion by: Commissioner Alfred
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred
Action: APPROVED

COUNTY COMMISSIONERS:

15. Consider, possibly approve and authorize the County Judge to execute a Meter Pump Station Easement from Jefferson County, Texas to the City of Port Arthur to be located at Walter Umphrey State Park, Mesquite Point.

SEE ATTACHMENTS ON PAGES 914 - 922

Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred
Action: APPROVED

16. Consider, possibly approve, authorize the County Judge to execute, receive and file a Permanent Easement between Jefferson County, Texas and Sabine Pass Liquefaction LLC for a waterline pipeline easement at Walter Umphrey State Park, Mesquite Point.

SEE ATTACHMENTS ON PAGES 923 - 952

Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred
Action: APPROVED

17. Consider and possibly accept a donation, pursuant to Sec. 81.032, Texas Local Government Code, of $860.00 from Member's Building Maintenance, LLC to pay for the cost of Courthouse Christmas trees.

Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred
Action: APPROVED

18. Consider, possibly approve and authorize the County Judge to execute an Interlocal Cooperation Agreement between Jefferson County, Texas and Montgomery County, Texas, pursuant to Chapter 791, Interlocal Cooperation Act, Texas Government Code to provide housing of prisoners of Montgomery County in the Jefferson County Jail.

Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred
Action: APPROVED

COUNTY TAX ASSESSOR-COLLECTOR:

19. Receive and file an Official Oath for Allison Nathan Getz, Tax Assessor – Collector.

SEE ATTACHMENTS ON PAGES 953 - 954

Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred
Action: APPROVED

ENGINEERING:

20. Accept and Approve the Plat of Tracts 5A and 5B, 3.575 acres, Lots 5 through 10,Block 152, a part of abandoned Lakeshore Drive and Shreveport Avenue in Port Arthur, Texas. This is for the new Health and Welfare location in Precinct 3.

SEE ATTACHMENTS ON PAGES 955 - 955

Motion by: Commissioner Alfred
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred
Action: APPROVED

RISK MANAGEMENT:

21. Approve, receive and file Public Officials Bonds for elected official, Allison Nathan Getz, Tax Assessor-Collector.

SEE ATTACHMENTS ON PAGES 956 - 961

Motion by: Commissioner Arnold
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred
Action: APPROVED

SHERIFF'S DEPARTMENT:

22. Consider and possible adopt a Resolution recognizing Vera M. Ozen for 8 years of dedicated service as a Corrections Officer for the Jefferson County Sheriff's Office and to the citizens of Jefferson County and wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 962 - 963

Motion by: Commissioner Weaver
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred
Action: APPROVED

Other Business:

Receive reports from Elected Officials and staff on matters of community interest without taking action.

***DISCUSSION ON ANY OTHER ITEM NOT ON AGENDA WITHOUT TAKING ACTION.

_____

Jeff R. Branick
County Judge

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1001 Pearl Street, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

October 20, 2014

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 14-047/JW, Term Contract for Inmate Shoes for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, http://www.co.jefferson. tx.us, 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. 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 Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Term Contract for Inmate Shoes for Jefferson County**
BID NO:	**IFB 14-047/JW**
DUE DATE/TIME:	**11:00 AM CST, Tuesday, November 18, 2014**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1001 Pearl Street, 3rd Floor** **Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Jamey West, Contract Specialist, at 409-835-8593.

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah Clark

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – October 22nd & October 29th, 2014

IFB 14-047/JW
Term Contract for Inmate Shoes for Jefferson County
Bids due: 11:00 AM CST, Tuesday, November 18, 2014

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BIDDER IS RESPONSIBLE FOR RETURNING ALL REQUIRED PAGES (MARKED WITH AN "X" ABOVE) WITH THE BID. ADDITIONALLY, BIDDER MUST MONITOR THE PURCHASING WEB SITE (HTTP://WWW.CO.JEFFERSON.TX.US/PURCHASING/MAIN.HTM) TO SEE IF ADDENDA OR ADDITIONAL INSTRUCTIONS HAVE BEEN POSTED. FAILURE TO RETURN ALL REQUIRED FORMS COULD RESULT IN A BID BEING DECLARED AS NON-RESPONSIVE.

Instructions to Bidders

1. Bid Submission

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

Jefferson County Purchasing Department
1001 Pearl Street, 3rd Floor
Beaumont, TX 77701

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

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

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

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

2. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids 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. Bidders are strongly urged to plan accordingly.

3. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

4. Signatures

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

5. County Holidays – 2014:

January 1	Wednesday	New Year's Day
January 20	Monday	Martin Luther King, Jr. Day
February 17	Monday	President's Day
April 18	Friday	Good Friday
May 26	Monday	Memorial Day
July 4	Friday	Independence Day
September 1	Monday	Labor Day
November 11	Tuesday	Veterans Day
November 27-28	Thursday-Friday	Thanksgiving
December 25-26	Thursday-Friday	Christmas

6. Rejection or Withdrawal

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

7. 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 nonconformity 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 a 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 (http://co.jefferson.tx.us/ purchasing/main.htm) 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 and/or Contract Documents

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

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. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses 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.

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

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

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 accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. 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 Proprietary Data. Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

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 a.m. to 4:00 p.m., 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 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

4.3 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.

4.4 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 honor-

ing 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.

4.5 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.

4.6 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.

4.7 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.

4.8 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

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.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall insure that all parts of the bid are **completed and returned.** The Table of Contents indicates specifically which pages need to be returned; these pages shall constitute the vendor's bid. Vendor shall use an opaque envelope, clearly indicating on the outside the **Bid Number, Bid Description, and marked "SEALED BID".** Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court. **Bidders shall submit one (1) original and two (2) copies of the bid.**

2. Multiple Vendor Award

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

3. 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.

4. 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).

5. 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.

6. Insurance

The contractor (including any and all subcontractors as defined in Section 7.1.3 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.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured.

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

Minimum Insurance Requirements

Public Liability	$1,000,000.00
Excess Liability	$1,000,000.00
Property Insurance	Improvements & Betterments
Workers' Compensation	Statutory Coverage (see attached)

7. Workers' Compensation Insurance

7.1 Definitions:

7.1.1 **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.

7.1.2 **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.

7.1.3 **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.

7.2 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.

7.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 above.

7.4 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.

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

7.5.1 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

7.5.2 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.

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

7.7 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.

7.8 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.

7.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

7.9.1 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.

7.9.2 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.

7.9.3 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.

7.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

7.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

7.9.4.2 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.

7.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

7.9.6 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

7.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 7.1 – 7.7, with the certificates of coverage to be provided to the person for whom they are providing services.

7.10 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.

7.11 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.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Jamey West (e-mail: jwest@co.jefferson.tx.us; phone: 409-835-8593), regarding any questions or comments. Please reference bid number 14-047/JW.

Scope

The intent of this bid is to establish an annual contract for the purchase of inmate shoes for use by the Jefferson County Correctional Facility.

Quantity of Inmate Shoes Ordered (March 2013-Current)

Size	Quantity
Size 5	168 pair
Size 6	396 pair
Size 7	504 pair
Size 8	876 pair
Size 9	1080 pair
Size 10	1272 pair
Size 11	1272 pair
Size 12	840 pair
Size 13	264 pair
Size 14	192 pair
Size 15	192 pair
Total	**7,056 pair**

Technical Specifications

All shoes must be new, unused, clean, first quality only (no irregulars or seconds will be accepted), and ready for immediate use, with no defects.

Contractor shall furnish all labor, personnel, service, supervision, freight, transportation, inside delivery and pick-up, materials, tools, supplies, and equipment necessary to perform the service and provide the product as requested.

Inmate Shoe Specifications:

Style: "Step-in" style

Color: Orange

Material: 100% medium-soft EVA (ethyl vinyl acetate); Antibacterial material.

Construction: One piece molding; 055 to 0.77 lbs per pair – lightweight to prevent use as a weapon. Material recyclable.

Venting: Multiple ventilation holes in toebox.

Insole: Ridges on surface to help hold the foot in place.

Outsole: Defined outsole ridges to offer surface gripping and traction.
Outsole is to be water resistant and non-marking. Slip resistant.

Sizes: Must be available in Sizes (S – 3XL). Size must be clearly labeled on both the heel of the shoe and the outsole of the shoe.

Cleaning: Shoes may be washed (with warm water and soap).

Packaging: Shipments must be packaged by the same size per package/box, with each pair individually wrapped.

Prices

This will be a firm fixed price contract. At the time of annual renewal, Vendor may request price increases based on documented manufacturers' increase.

Shipping/Handling

Contractor will be responsible for payment of all charges associated with the inside delivery, pick-up, transport, shipping and handling of all garments, products, supplies and materials ordered from this solicitation request. Deliveries will be F.O.B. Jefferson County at the destination indicated on each Purchase Order. Contractor shall retain title and control of all goods until they are delivered to designated sites and contract coverage has been completed. Jefferson County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

Minimum Orders

There are no minimum order requirements associated with this contract. Purchase orders for inmate clothing and supplies will be released to successful bidder(s) as required. Occasional small deliveries will be required, and the **successful bidder(s) shall be responsible for prompt delivery of any purchase. MINIMUM ORDER BIDS ARE NOT ACCEPTABLE.**

Quantities

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the bid proposal are the best estimates. Quantities ordered may be increased or decreased as deemed necessary during the term of the contract.

Evaluation of Alternate Products

If an alternate product is offered, a catalog cut of that item shall be provided with your bid so that item can be evaluated as "or equal." Contractor must provide a sample at no cost to Jefferson County for evaluation purposes, upon request by the Jefferson County Purchasing Department.

Product Substitution

All products delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal.

Product Discontinuance

In the event a product and/or model is discontinued by the manufacturer, Jefferson County at its sole discretion may allow the awarded vendor to provide a substitute for the discontinued item. The awarded vendor shall request permission to substitute a new product and provide the following:

- Documentation from the manufacturer that the product or model has been discontinued.
- Documentation that names the replacement product or model.
- Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- Documentation confirming that the price for the replacement is the same or less than the discontinued product or model.

Random Sampling

Products may be tested on a random basis throughout the contract period for compliance with bid specifications. Defective or non-compliant products shipped to Jefferson County will be returned to the awarded vendor. The awarded vendor will be responsible for handling, transportation, and pick-up of the defective or non-compliant products at there own expense. Awarded vendor will be required to ship at their own expense replacement products should such defects arise. In the event the awarded vendor is unable to provide the replacement products within the time frame specified by Jefferson County, the County reserves the right to purchase the requested products off contract and charge the awarded vendor the difference in cost from the contract amount and off contract purchase price.

Ordering Procedure

All orders require a valid Jefferson County Purchase Order Number prior to processing any request.

Delivery Time Period

All items shall be delivered within 30-45 calendar days unless otherwise specified. Unless otherwise stated by the ordering department all shipments shall be made directly to the Jefferson County Correctional Facility. It shall be the bidder's responsibility to meet the County's delivery requirements, even if the bidder finds it necessary to purchase on the open market or incur additional freight costs. Jefferson County reserves the right to obtain items specified in this solicitation request on the open market in the event the bidder fails to make delivery in the time schedule specified and price differential will be charged against the awarded bidder.

Shipping Documents

A packing list or other suitable shipping document shall accompany each shipment and shall show the 1) the name and address of Contractor, 2) name and address of the requesting department, 3) Jefferson County purchase order number, 4) description of product or material shipped, including item number, quantity, number of containers and package number, if applicable.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

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

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

AMC Promotional Products — For clarification of this offer, contact:

Company Name

P.O. Box 3433 — David Doyle

Address — Name

Cordova TN 38088 — 901 275 1390 / 901 624 3545

City State Zip — Phone Fax

David A Doyle — david@amcpromotionalproducts.com

Signature of Person Authorized to Sign — E-mail

David Doyle

Printed Name

Managing Partner

Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for Inmate Shoes for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. 14-047/JW, Term Contract for Inmate Shoes for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Note to Bidders: Minimum Order Bids are NOT ACCEPTABLE.

Item	Unit	Description	Color	Size	Unit Price
1	Pair	Inmate Shoe	Orange	Small	$ 2.99
			Orange	Medium	$ 2.99
			Orange	Large	$ 2.99
			Orange	1 XL	$ 2.99
			Orange	2 XL	$ 2.99
			Orange	3 XL	$ 2.99

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Collins County Sheriffs Dept.

Address: 4300 Community Ave McKinney, TX. 75071

Contact Person and Title: Glynda Robertson

Phone: 972-547-5326 Fax: /

Contract Period: 1 Scope of Work: Provide a variety of different custom promotional products with logo

REFERENCE TWO

Government/Company Name: TN. Wildlife Resource Agency (TWRA)

Address: 440 Hogan Road Nashville, TN. 37220

Contact Person and Title: Betsy Uldrich

Phone: 615-781-6526 Fax: /

Contract Period: 3 year contract Scope of Work: 3-4 different 3 year contracts providing, apparel with custom patches, belts, gloves, etc.

REFERENCE THREE

Government/Company Name: Department of Public Safety & Corrections

Address: 7979 Independence Suite 304 Baton Rouge, LA. 70896

Contact Person and Title: Jennifer Erwin

Phone: 225-925-4239 Fax: /

Contract Period: 2 Scope of Work: Promotional products with company logo and seal.

Bidder Shall Return Completed Form with Offer.

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County 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.

AMC Promotional Products	[signature]
Bidder (Entity Name)	Signature
P.O. Box 3433	David Doyle
Street & Mailing Address	Print Name
Cordova, TN 38088	11/6/2014
City, State & Zip	Date Signed
877 241 1160	901 624 3545
Telephone Number	Fax Number

david@amcpromotionalproducts.com
E-mail Address

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF _____ COUNTY OF _____

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

on this day personally appeared _____, who
(name)

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

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

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

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

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

Name and address of bidder: _____

_____

Fax: _____ Telephone# _____

by: Sher'm McClellen-Doyle Title: Partner
(print name)

Signature: Sher'm McClellen-Doyle

SUBSCRIBED AND SWORN to before me by the above-named
Sherri Smart Doyle on

this the 6th day of November, 2014.

Tiffany Rose
Notary Public in and for
the State of Tennessee

TIFFANY ROSE
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY

Bidder Shall Return Completed Form with Offer.

Commission Expiration:
June 28, 2017

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) "Nonresident 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.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

N/A

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative	Signature of Representative	Date
	NJA	
Printed Name of HUB	**Signature of Representative**	**Date**

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

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

☐ 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 HUB Subcontractor participation?

☐ Yes ☐ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

☐ Yes ☐ No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

☐ Yes ☐ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

☐ Yes ☐ No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

☐ Yes ☐ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

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

Printed Name of Authorized Representative | Signature

Title | Date

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

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

☐ Yes ☐ No

B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

☐ Yes ☐ No

C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7.

N/A

Signature of person doing business with the governmental entity

Date

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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

A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

1. Name of person doing business with local governmental entity.

None

2. ☐ Check this box is 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

Bidder Shall Return Completed Form with Offer.

AMC Promotional Products
8255 Macon Road,
Cordova, TN



12-11-14P01:1

Jefferson County Purchasing Department
Deborah L. Clark, Purchasing Agent
1001 Pearl Street
Beaumont, TX. 77701

Bid # IFB 14-047/JW

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1001 Pearl Street, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

October 20, 2014

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 14-047/JW, Term Contract for Inmate Shoes for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, http://www.co.jefferson. tx.us, or by calling 409-835-8593.**

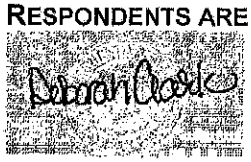
Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Term Contract for Inmate Shoes for Jefferson County**
BID NO:	**IFB 14-047/JW**
DUE DATE/TIME:	**11:00 AM CST, Tuesday, November 18, 2014**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1001 Pearl Street, 3rd Floor** **Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Jamey West, Contract Specialist, at 409-835-8593.

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.



Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – October 22nd & October 29th, 2014

IFB 14-047/JW
Term Contract for Inmate Shoes for Jefferson County
Bids due: 11:00 AM CST, Tuesday, November 18, 2014

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BIDDER IS RESPONSIBLE FOR RETURNING ALL REQUIRED PAGES (MARKED WITH AN "X" ABOVE) WITH THE BID. ADDITIONALLY, BIDDER MUST MONITOR THE PURCHASING WEB SITE (HTTP://WWW.CO.JEFFERSON.TX.US/PURCHASING/MAIN.HTM) TO SEE IF ADDENDA OR ADDITIONAL INSTRUCTIONS HAVE BEEN POSTED. FAILURE TO RETURN ALL REQUIRED FORMS COULD RESULT IN A BID BEING DECLARED AS NON-RESPONSIVE.

Instructions to Bidders

1. Bid Submission

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

Jefferson County Purchasing Department
1001 Pearl Street, 3rd Floor
Beaumont, TX 77701

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

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

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

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

2. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids 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. Bidders are strongly urged to plan accordingly.

3. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

4. Signatures

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

5. County Holidays – 2014:

January 1	Wednesday	New Year's Day
January 20	Monday	Martin Luther King, Jr. Day
February 17	Monday	President's Day
April 18	Friday	Good Friday
May 26	Monday	Memorial Day
July 4	Friday	Independence Day
September 1	Monday	Labor Day
November 11	Tuesday	Veterans Day
November 27-28	Thursday-Friday	Thanksgiving
December 25-26	Thursday-Friday	Christmas

6. Rejection or Withdrawal

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

7. 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 nonconformity 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 a 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 (http://co.jefferson.tx.us/ purchasing/main.htm) 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 and/or Contract Documents

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

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. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses 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.

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

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

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 accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. 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 Proprietary Data. Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

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 a.m. to 4:00 p.m., 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 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

4.3 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.

4.4 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 honor-

ing 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.

4.5 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.

4.6 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.

4.7 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.

4.8 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

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.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall insure that all parts of the bid are **completed and returned.** The Table of Contents indicates specifically which pages need to be returned; these pages shall constitute the vendor's bid. Vendor shall use an opaque envelope, clearly indicating on the outside the **Bid Number, Bid Description, and marked "SEALED BID".** Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court. **Bidders shall submit one (1) original and two (2) copies of the bid.**

2. Multiple Vendor Award

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

3. 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.

4. 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).

5. 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.

6. Insurance

The contractor (including any and all subcontractors as defined in Section 7.1.3 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.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured.

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

Minimum Insurance Requirements

Public Liability	$1,000,000.00
Excess Liability	$1,000,000.00
Property Insurance	Improvements & Betterments
Workers' Compensation	Statutory Coverage (see attached)

7. Workers' Compensation Insurance

7.1 Definitions:

7.1.1 **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.

7.1.2 **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.

7.1.3 **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.

7.2 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.

7.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 above.

7.4 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.

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

7.5.1 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

7.5.2 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.

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

7.7 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.

7.8 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.

7.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

7.9.1 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.

7.9.2 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.

7.9.3 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.

7.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

7.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

7.9.4.2 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.

7.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

7.9.6 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

7.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 7.1. – 7.7., with the certificates of coverage to be provided to the person for whom they are providing services.

7.10 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.

7.11 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.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Jamey West (e-mail: jwest@co.jefferson.tx.us; phone: 409-835-8593), regarding any questions or comments. Please reference bid number 14-047/JW.

Scope

The intent of this bid is to establish an annual contract for the purchase of inmate shoes for use by the Jefferson County Correctional Facility.

Quantity of Inmate Shoes Ordered (March 2013-Current)

Size	Quantity
Size 5	168 pair
Size 6	396 pair
Size 7	504 pair
Size 8	876 pair
Size 9	1080 pair
Size 10	1272 pair
Size 11	1272 pair
Size 12	840 pair
Size 13	264 pair
Size 14	192 pair
Size 15	192 pair
Total	**7,056 pair**

Technical Specifications

All shoes must be new, unused, clean, first quality only (no irregulars or seconds will be accepted), and ready for immediate use, with no defects.

Contractor shall furnish all labor, personnel, service, supervision, freight, transportation, inside delivery and pick-up, materials, tools, supplies, and equipment necessary to perform the service and provide the product as requested.

Inmate Shoe Specifications:

Style: "Step-in" style

Color: Orange

Material: 100% medium-soft EVA (ethyl vinyl acetate); Antibacterial material.

Construction: One piece molding; 055 to 0.77 lbs per pair – lightweight to prevent use as a weapon. Material recyclable.

Venting: Multiple ventilation holes in toebox.

Insole: Ridges on surface to help hold the foot in place.

Outsole: Defined outsole ridges to offer surface gripping and traction.
Outsole is to be water resistant and non-marking. Slip resistant.

Sizes: Must be available in Sizes (S – 3XL). Size must be clearly labeled on both the heel of the shoe and the outsole of the shoe.

Cleaning: Shoes may be washed (with warm water and soap).

Packaging: Shipments must be packaged by the same size per package/box, with each pair individually wrapped.

Prices

This will be a firm fixed price contract. At the time of annual renewal, Vendor may request price increases based on documented manufacturers' increase.

Shipping/Handling

Contractor will be responsible for payment of all charges associated with the inside delivery, pick-up, transport, shipping and handling of all garments, products, supplies and materials ordered from this solicitation request. Deliveries will be F.O.B. Jefferson County at the destination indicated on each Purchase Order. Contractor shall retain title and control of all goods until they are delivered to designated sites and contract coverage has been completed. Jefferson County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

Minimum Orders

There are no minimum order requirements associated with this contract. Purchase orders for inmate clothing and supplies will be released to successful bidder(s) as required. Occasional small deliveries will be required, and the **successful bidder(s) shall be responsible for prompt delivery of any purchase. MINIMUM ORDER BIDS ARE NOT ACCEPTABLE.**

Quantities

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the bid proposal are the best estimates. Quantities ordered may be increased or decreased as deemed necessary during the term of the contract.

Evaluation of Alternate Products

If an alternate product is offered, a catalog cut of that item shall be provided with your bid so that item can be evaluated as "or equal." Contractor must provide a sample at no cost to Jefferson County for evaluation purposes, upon request by the Jefferson County Purchasing Department.

Product Substitution

All products delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal.

Product Discontinuance

In the event a product and/or model is discontinued by the manufacturer, Jefferson County at its sole discretion may allow the awarded vendor to provide a substitute for the discontinued item. The awarded vendor shall request permission to substitute a new product and provide the following:

- Documentation from the manufacturer that the product or model has been discontinued.
- Documentation that names the replacement product or model.
- Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- Documentation confirming that the price for the replacement is the same or less than the discontinued product or model.

Random Sampling

Products may be tested on a random basis throughout the contract period for compliance with bid specifications. Defective or non-compliant products shipped to Jefferson County will be returned to the awarded vendor. The awarded vendor will be responsible for handling, transportation, and pick-up of the defective or non-compliant products at there own expense. Awarded vendor will be required to ship at their own expense replacement products should such defects arise. In the event the awarded vendor is unable to provide the replacement products within the time frame specified by Jefferson County, the County reserves the right to purchase the requested products off contract and charge the awarded vendor the difference in cost from the contract amount and off contract purchase price.

Ordering Procedure

All orders require a valid Jefferson County Purchase Order Number prior to processing any request.

Delivery Time Period

All items shall be delivered within 30-45 calendar days unless otherwise specified. Unless otherwise stated by the ordering department all shipments shall be made directly to the Jefferson County Correctional Facility. It shall be the bidder's responsibility to meet the County's delivery requirements, even if the bidder finds it necessary to purchase on the open market or incur additional freight costs. Jefferson County reserves the right to obtain items specified in this solicitation request on the open market in the event the bidder fails to make delivery in the time schedule specified and price differential will be charged against the awarded bidder.

Shipping Documents

A packing list or other suitable shipping document shall accompany each shipment and shall show the 1) the name and address of Contractor, 2) name and address of the requesting department, 3) Jefferson County purchase order number, 4) description of product or material shipped, including item number, quantity, number of containers and package number, if applicable.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

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

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

Bob Barker Company, Inc
Company Name

134 N Main St
Address

Fuquay Varina, NC 27526
City State Zip

Signature of Person Authorized to Sign

Nenna Mann
Printed Name

Pricing Specialist
Title

For clarification of this offer, contact:

Nenna Mann
Name

800-334-9880 800-322-7537
Phone Fax

nennamann@bobbarker.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for Inmate Shoes for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. 14-047/JW, Term Contract for Inmate Shoes for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Note to Bidders: Minimum Order Bids are NOT ACCEPTABLE.

Item	Unit	Description	Color	Size	Unit Price
1	Pair	Inmate Shoe	Orange	Small	$ 3.90
			Orange	Medium	$ 3.90
		BBC Item# EVASTPN-OR-SIZE	Orange	Large	$ 3.90
			Orange	1 XL	$ 3.90
			Orange	2 XL	$ 3.90
			Orange	3 XL	$ 3.90

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Bob Barker Company, In

BobBarker®
P.O. Box 429
Fuquay-Varina, NC 27526

PH: 1-800-334-9880
Fax: 1-800-322-7537
www.bobbarker.com



EVA Step-In Style: EVASTPN-OR

Product Specifications

Item Number:	EVASTPN-OR-Size
Color:	Orange
Material:	100% medium-soft EVA (ethyl vinyl acetate)
Construction:	One piece molding for comfort. 0.55 to 0.77 lbs per pair—lightweight feature prevents use as a weapon. Material is recyclable.
Venting:	Multiple ventilation hole design offers better circulation in the toe box.
Insole:	The ridges on the surface help hold the foot in place.
Outsole:	Defined outsole ridges offer surface gripping and traction. Outsole is also water resistant and non-marking. Outsole has passed testing for slip resistance. ASTM F 1677-05—Slip Resistance
Size:	S-3XL. Size is clearly labeled on the heel of the shoe as well as on the outsole.
Cleaning:	Wash with warm water and soap
Packaging:	12 pairs within a carton, same size, same color. Each pair is individually wrapped in a polybag.

Bob Barker®
134 N Main St
PO Box 429
Fuquay-Varina, NC 27526
(800) 334-9880
(800) 322-7537 fax

Satisfaction Guaranteed

If, for any reason, you are not fully satisfied with a purchase from us, simply return the merchandise, in its original condition and with freight prepaid, within 30 days for an exchange, refund, or credit. Restocking charges may apply to some items. Custom-made and silkscreen items may not be returned.

Bob Barker Flame-Chek Mattresses

Bob Barker Co., Inc, warrants to the original institutional purchaser a 1-year warranty against manufacturing defects in our Flame-Chek Mattresses under normal wear, tear, and care conditions.

To ensure proper credit, call 1-800-527-6011 before returning merchandise.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: **See Attached**

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

Bidder Shall Return Completed Form with Offer.

BobBarker®
134 N Main St
PO Box 429
Fuquay-Varina, NC 27526
(800) 334-9880
(800) 322-7537 fax

Customer References

Overall Quality and Service

Wake County Sheriff's Department
PO Box 550
Raleigh, NC 27602
(919) 856-5662
Kim Knight
kknight@co.wake.nc.us

North Carolina Department of Corrections
200 Leagon Drive
Raleigh, NC 27603
(919) 662-4367
Pam Ward
pward@doc.state.nc.us

Kern County General Services
1115 Truxtun Ave FL 2
Bakersfield, CA 93301
(661) 868-3017
Cynthia Nicholson
cnicholson@co.kern.ca.us

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** [X] **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.

Bob Barker Company, Inc	Nenna Mann
Bidder (Entity Name)	Signature
134 N Main St	Nenna Mann
Street & Mailing Address	Print Name
Fuquay Varina, NC 27526	11/17/2014
City, State & Zip	Date Signed
800-334-9880	800-322-7537
Telephone Number	Fax Number
nennamann@bobbarker.com	
E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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

A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

1. Name of person doing business with local governmental entity.

Bob Barker Company, Inc

2. ☐ Check this box is 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

NA

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

NA

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

   This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

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

   ☐ Yes ☐ No

   B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

   ☐ Yes ☐ No

   C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

   ☐ Yes ☐ No

   D. Describe each affiliation or business relationship:

   NA

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

   NA

7.

Signature of person doing business with the governmental entity

11/17/2014
Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

☐ 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 HUB Subcontractor participation?
☐ Yes	☒ No	2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
☐ Yes	☒ No	3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?
☐ Yes	☒ No	4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?
☐ Yes	☒ No	5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
☒ Yes	☐ No	6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

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

Nenna Mann
Printed Name of Authorized Representative

Nenna Mann
Signature

Pricing Specialist
Title

11/17/2014
Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: Bob Barker Company, Inc HUB: p Yes p No

Address: 134 N Main St (Street) Fuquay Varina (City) NC (State) 27526 (Zip)

Phone (with area code): 800-334-9880 Fax (with area code): 800-322-7537

Project Title & No.: Inmate Shoes

Prime Contract Amount: $ 27,518.40

HUB Subcontractor Name: NA

HUB Status (Gender & Ethnicity): _____

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

Address: _____ (Street) _____ (City) _____ (State) _____ (Zip)

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

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

Description of Subcontract Work to be Performed: _____

Nenna Mann	Nenna Mann	11/17/2014
Printed Name of Contractor Representative	Signature of Representative	Date
_____	_____	_____
Printed Name of HUB	Signature of Representative	Date

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

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

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

Prime Contractor: Bob Barker Company, Inc HUB: ☐ Yes ☒ No

HUB Status (Gender & Ethnicity): _____

Address: 134 N Main St (Street) Fuquay Varina (City) NC (State) 27526 (Zip)

Phone (with area code): 800-334-9880 Fax (with area code): 800-322-7537

Project Title & No.: Inmate Shoes IFB/RFP No.: 14-047/JW

Total Contract: $ 27,518.40 Total HUB Subcontract(s): $ _____

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: NA

HUB Status (Gender & Ethnicity): _____

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

Address: _____ (Street) _____ (City) _____ (State) _____ (Zip)

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: NA

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: NA

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Bob Barker®
America's Leading Detention Supplier

We are a wholesaler/manufacturer, we manufacture the contracted item and sell directly to the end user. A HUB vendor would not add any additional value to the product on this particular solicitation. We do however, hold and Affirmative Action Program here at Bob Barker Company.

Affirmative Action Program

Section I: Purpose

The Purpose of Bob Barker Company, Inc.'s Affirmative Action Program is to define the Equal Opportunity Policy, establish responsibility for the Affirmative Action Program within the company, and to establish reasonable and attainable goals for recruiting, hiring, placing, promoting, training and compensating minorities, females, Vietnam Era veterans, and the handicapped.

Section II: Applicability

This policy applies to Bob Barker Company, Inc.'s Fuquay-Varina, North Carolina facility and Ogden, UT.

Section III: Dissemination of Policy

A: Internal

1. Copies of this Affirmative Action Program will be distributed to appropriate members of management.
2. Special meetings will be held with department heads and all other supervisory personnel so that the intent of this program and individual responsibilities are known and to ensure that the program is understood.
3. The company's policy statement is printed in the employee handbook which is given to all employees.
4. Appropriate and applicable posters regarding Equal Opportunity will be posted on all employee bulletin boards.
5. The Equal Employment Opportunity policy is included in the company's policy manual.
6. All new employees are informed of Bob Barker Company, Inc.'s policy regarding equal employment opportunity during the employment orientation process.
7. The Equal Employment Opportunity policy is explained and discussed with all other employees by their immediate supervisor and employee responsibilities for the implementation of this policy are stressed.

8. The company policy regarding equal employment opportunity is thoroughly discussed in the process of orientation and training members of management.
9. Employment application forms for both hourly and salaried employees include the prominent annotation "An Equal Opportunity Employer".
10. When and if employees are pictured in advertising and employee handbooks, both minority and nonminority men and women will be featured.
11. The company will communicate to employees the existence of this Affirmative Action Program. In addition, such elements of this program as will enable employees to know of and avail themselves of its benefits will be made available to any employee upon request.

Section IV: Responsibility for Implementation of Affirmative Action Program

A. External

1. All recruiting sources will be informed verbally and in writing of the company's policy regarding Equal Employment Opportunity, and will be encouraged to aid the company in achieving the goals and objectives as set forth in the Affirmative Action Program.
2. One primary recruiting source is the North Carolina Employment Security Commission. The North Carolina Employment Security Commission has been advised that Bob Barker Company, Inc. is an Equal Opportunity Employer.
3. Minority recruiting sources are advised verbally and in writing of the company's policy regarding Equal Employment Opportunity.
4. Advertisements for job openings are placed with the Employment Security Commission, The News and Observer, and all local newspapers.
5. The phrase "EOE M/F" is used in all advertising.
6. The company's application for employment notifies prospective employees that the company is an Equal Opportunity Employer. Applications for employment are considered under a uniform nondiscriminatory policy.

Section IV: Responsibility for Implementation of Affirmative Action Program

Bob Barker Company, Inc. recognizes that the ultimate success of this Affirmative Action Program is largely dependent upon clearly defined areas of responsibility for implementation as well as the total commitment of all levels of management and all employees to achieving its goals. Each employee must be constantly made aware of his or her responsibility for ensuring that Bob Barker Company, Inc.'s Equal Employment Opportunity Policy is practiced in daily operations.

Even though individual participation is essential to achieving our stated goals, certain management employees are hereby assigned specific responsibility for ensuring that this Affirmative Action Program is aggressively implemented. Specific assignments have been made to assure participation of all levels of management in the implementation of this plan.

A. Stephanie Driscoll, VP of HR and Administration, is responsible for ensuring the development and implementation of the Affirmative Action Program. His responsibilities include:

1. The annual reaffirmation of the company's policy regarding Equal Employment Opportunity.
2. Providing leadership, direction and a positive approach for the Affirmative Action Program.
3. Assist in the identification and solutions of the problem areas.
4. Ensuring that the Affirmative Action Program is effectively communicated and carried out.
5. Review at least annually the Affirmative Action Program to ensure its operational effectiveness. Special emphasis will be placed on the results that are being achieved.
6. Insisting upon the cooperation and support of all levels of management and all employees in order to ensure that the program is being effectively administered.

B. Jill Smith, HR Administrator, has been designated as the Equal Employment Opportunity Coordinator for administering this program. Her responsibilities include:

1. Develop and issue the company's policy statement regarding Equal Employment Opportunities.
2. Assist in the identification of problem areas.
3. Assist in arriving at solutions once problem areas have been identified.
4. Audit personnel practices to ensure that all applicants and employees receive consideration for employment, promotions, training, layoffs, recalls, pay and all other forms of compensation without regard to race, color, religion, sex, national origin, age, Vietnam Era veteran or handicapped status.
5. Monitor all advertising to ensure that the Equal Employment Opportunity tagline is included.
6. Design, implement and monitor internal audit and reporting systems to measure program effectiveness and to determine where progress has been made and where further action is needed.
7. Ensure that the proper posters are displayed.
8. Schedule meetings with department heads and other supervisory personnel to advise them of the progress towards achieving the company's goals and objectives.
9. Annually update the Affirmative Action Program delineating achievements and results.
10. Personally investigate all complaints concerning equal employment opportunities and report to management for determination and action.
11. Represent the company in all matters involving minority organizations, enforcement agencies, and community action groups.
12. Keep management informed of the latest developments in the entire Equal Opportunity area.

13. Assign responsibility for the preparation, continuous updating, and implementation of this Affirmative Action Program.

C. Department Heads – Responsibilities of all department heads and other supervisory personnel shall include the following:

1. Assist in identifying problem areas.
2. Assist in solutions to any identified problems.
3. Monitor hiring practices and ensure that every effort is being made to achieve the company's goals.
4. Ensure that all promotions, as well as other personnel practices, provide females and minorities full opportunity for employment.

Supervision is made aware that their work performance is being evaluated on the basis of their Equal Employment Opportunity effort and results, as well as other criteria.

Section V: Work Force and Utilization Analysis With Goals

A. External Analysis

1. Recruiting area – the primary area from which the company recruits is the Raleigh, Wake County, North Carolina area.
2. The external analysis was based on the relevant population data, unemployment figures and minority/female availability percentages for the company's recruiting area.

B. Work Force Analysis

We have carefully analyzed our work force by listing each job ranked from the lowest-paid to the highest-paid within each department. We also reviewed corresponding wage and salary data for each job by race and sex and found that there is no disparity in compensation for employees on equal or substantially equal jobs.

C. Narrative Analysis of Potential Problem areas

We have analyzed all major job groups at the facility in which a potential underutilization exists. The following factors were considered in this analysis: the female and minority population of the labor area; the female and minority unemployment force in the labor area; the percentage of the female and minority work force as compared with the total work force; the availability of the females and minorities having requisite skills in the immediate labor area; the availability of promotable and transferable females and minorities in the company's organization; the existence of training institutions capable of training persons in the requisite skills and the degree of training the company is reasonably able to provide to its applicants and employees.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: NA

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Nenna Mann

Title: Pricing Specialist

Signature: Nenna Mann

Date: 11/17/2014

E-mail address: nennamann@bobbarker.com

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

Name (print or type): Norman Kale

Title: Accounts Receiveable

Date: 11/17/2014

E-mail address: normankale@bobbarker.com

Bidder Shall Return Completed Form with Offer.

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) "Nonresident 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 Bob Barker Company, Inc [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ Fuquay Varina, NC (city and state).

Taxpayer Identification Number (T.I.N.):	56-1558062
Company Name submitting bid/proposal:	Bob Barker Company, Inc
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.

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF NC COUNTY OF Wake

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

on this day personally appeared Nenna Mann (name), who

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

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

for Bob Barker Company, Inc (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Bob Barker Company, Inc (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: Bob Barker Company, Inc

134 N Main St, Fuquay Varina, NC 27526

Fax: 800-322-7537 Telephone# 800-322-7537

by: Nenna Mann (print name) Title: Pricing Specialist

Signature: Nenna Mann

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

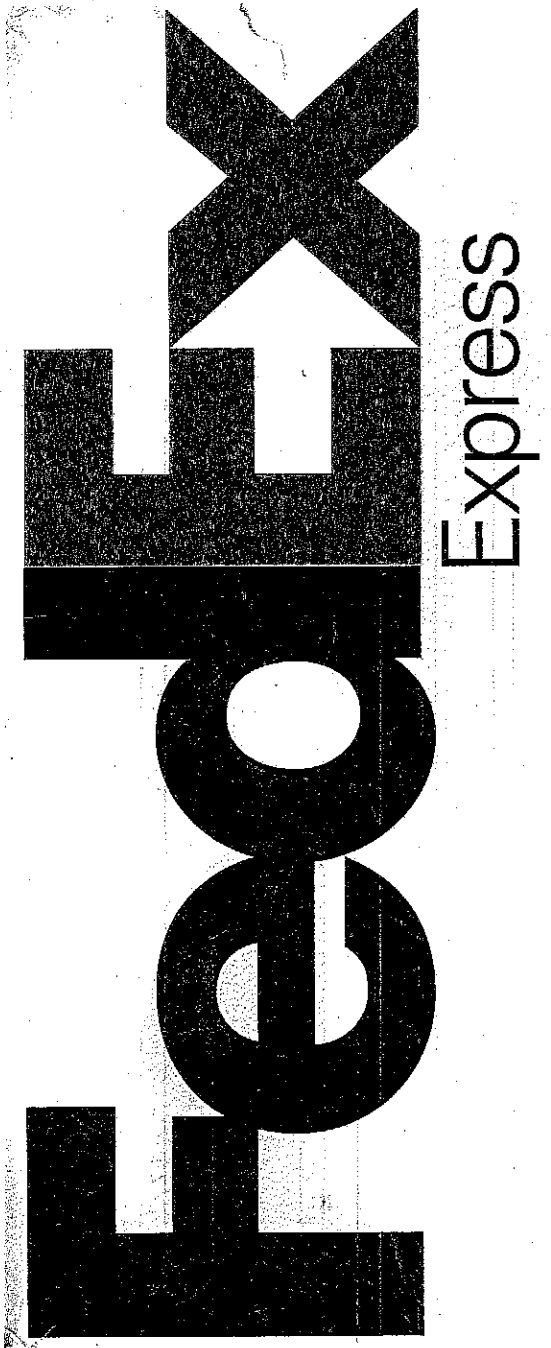
this the 17th day of November, 2014.

Sonya R Haynes

Notary Public in and for the State of NC

SONYA R. HAYNES NOTARY PUBLIC My Comm. Expires 01/05/2019 HARNETT COUNTY, NC

Bidder Shall Return Completed Form with Offer.



Express

From: (919) 552-3431
Neona Mann
Bob Barker Company, Inc
134 N Main St

Fuquay Varina, NC 27526

Origin ID: SOPA

Ship Date: 17NOV14
ActWgt: 0.5 LB
CAD: 101084029/INET3550

Delivery Address Bar Code

Ref #
Invoice #
PO #
Dept #

SHIP TO: (409) 835-8593 BILL SENDER

Jamey West
Jefferson County Purch Dept
1001 Pearl St, 3rd Floor

BEAUMONT, TX 77701

TUE - 18 NOV 10:30A
PRIORITY OVERNIGHT

TRK# 0201 7718 8117 5616

77701
TX-US
IAH

XH BPTA

RT 747 4 A
ST 16.2 10:30 5616
11.18

After printing this label:
1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.
Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is $1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

* Sealed Bid *

11-18-14 11:16 RCVD

Bid # 14-047 / JW "Inmate Shoes"

Due: 11/18/14 11AM

Align bottom of peel-and-stick airbill or pouch h

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1001 Pearl Street, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

October 20, 2014

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 14-047/JW, Term Contract for Inmate Shoes for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, http://www.co.jefferson. tx.us, 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. 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 Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Term Contract for Inmate Shoes for Jefferson County**
BID NO:	**IFB 14-047/JW**
DUE DATE/TIME:	**11:00 AM CST, Tuesday, November 18, 2014**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1001 Pearl Street, 3rd Floor** **Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Jamey West, Contract Specialist, at 409-835-8593.

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah Clark

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – October 22nd & October 29th, 2014

IFB 14-047/JW
Term Contract for Inmate Shoes for Jefferson County
Bids due: 11:00 AM CST, Tuesday, November 18, 2014

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BIDDER IS RESPONSIBLE FOR RETURNING ALL REQUIRED PAGES (MARKED WITH AN "X" ABOVE) WITH THE BID. ADDITIONALLY, BIDDER MUST MONITOR THE PURCHASING WEB SITE (HTTP://WWW.CO.JEFFERSON.TX.US/PURCHASING/MAIN.HTM) TO SEE IF ADDENDA OR ADDITIONAL INSTRUCTIONS HAVE BEEN POSTED. FAILURE TO RETURN ALL REQUIRED FORMS COULD RESULT IN A BID BEING DECLARED AS NON-RESPONSIVE.

Instructions to Bidders

1. Bid Submission

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

Jefferson County Purchasing Department
1001 Pearl Street, 3rd Floor
Beaumont, TX 77701

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

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

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

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

2. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids 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. Bidders are strongly urged to plan accordingly.

3. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

4. Signatures

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

5. County Holidays – 2014:

January 1	Wednesday	New Year's Day
January 20	Monday	Martin Luther King, Jr. Day
February 17	Monday	President's Day
April 18	Friday	Good Friday
May 26	Monday	Memorial Day
July 4	Friday	Independence Day
September 1	Monday	Labor Day
November 11	Tuesday	Veterans Day
November 27-28	Thursday-Friday	Thanksgiving
December 25-26	Thursday-Friday	Christmas

6. Rejection or Withdrawal

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

7. 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 nonconformity 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 a 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 (http://co.jefferson.tx.us/ purchasing/main.htm) 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 and/or Contract Documents

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

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. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses 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.

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

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

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 accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. 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 Proprietary Data. Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

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 a.m. to 4:00 p.m., 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 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

4.3 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.

4.4 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 honor-

ing 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.

4.5 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.

4.6 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.

4.7 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.

4.8 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

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.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall insure that all parts of the bid are **completed and returned.** The Table of Contents indicates specifically which pages need to be returned; these pages shall constitute the vendor's bid. Vendor shall use an opaque envelope, clearly indicating on the outside the **Bid Number, Bid Description, and marked "SEALED BID".** Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court. **Bidders shall submit one (1) original and two (2) copies of the bid.**

2. Multiple Vendor Award

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

3. 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.

4. 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).

5. 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.

6. Insurance

The contractor (including any and all subcontractors as defined in Section 7.1.3 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.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured.

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

Minimum Insurance Requirements

Public Liability	$1,000,000.00
Excess Liability	$1,000,000.00
Property Insurance	Improvements & Betterments
Workers' Compensation	Statutory Coverage (see attached)

7. Workers' Compensation Insurance

7.1 Definitions:

7.1.1 **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.

7.1.2 **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.

7.1.3 **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.

7.2 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.

7.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 above.

7.4 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.

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

7.5.1 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

7.5.2 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.

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

7.7 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.

7.8 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.

7.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

7.9.1 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.

7.9.2 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.

7.9.3 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.

7.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

7.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

7.9.4.2 the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

7.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

7.9.6 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

7.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 7.1 – 7.7, with the certificates of coverage to be provided to the person for whom they are providing services.

7.10 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.

7.11 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.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Jamey West (e-mail: jwest@co.jefferson.tx.us; phone: 409-835-8593), regarding any questions or comments. Please reference bid number 14-047/JW.

Scope

The intent of this bid is to establish an annual contract for the purchase of inmate shoes for use by the Jefferson County Correctional Facility.

Quantity of Inmate Shoes Ordered (March 2013-Current)

Size	Quantity
Size 5	168 pair
Size 6	396 pair
Size 7	504 pair
Size 8	876 pair
Size 9	1080 pair
Size 10	1272 pair
Size 11	1272 pair
Size 12	840 pair
Size 13	264 pair
Size 14	192 pair
Size 15	192 pair
Total	**7,056 pair**

Technical Specifications

All shoes must be new, unused, clean, first quality only (no irregulars or seconds will be accepted), and ready for immediate use, with no defects.

Contractor shall furnish all labor, personnel, service, supervision, freight, transportation, inside delivery and pick-up, materials, tools, supplies, and equipment necessary to perform the service and provide the product as requested.

Inmate Shoe Specifications:

Style: "Step-in" style

Color: Orange

Material: 100% medium-soft EVA (ethyl vinyl acetate); Antibacterial material.

Construction: One piece molding; 055 to 0.77 lbs per pair – lightweight to prevent use as a weapon. Material recyclable.

Venting: Multiple ventilation holes in toebox.

Insole: Ridges on surface to help hold the foot in place.

Outsole: Defined outsole ridges to offer surface gripping and traction.
Outsole is to be water resistant and non-marking. Slip resistant.

Sizes: Must be available in Sizes (S – 3XL). Size must be clearly labeled on both the heel of the shoe and the outsole of the shoe.

Cleaning: Shoes may be washed (with warm water and soap).

Packaging: Shipments must be packaged by the same size per package/box, with each pair individually wrapped.

Prices

This will be a firm fixed price contract. At the time of annual renewal, Vendor may request price increases based on documented manufacturers' increase.

Shipping/Handling

Contractor will be responsible for payment of all charges associated with the inside delivery, pick-up, transport, shipping and handling of all garments, products, supplies and materials ordered from this solicitation request. Deliveries will be F.O.B. Jefferson County at the destination indicated on each Purchase Order. Contractor shall retain title and control of all goods until they are delivered to designated sites and contract coverage has been completed. Jefferson County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

Minimum Orders

There are no minimum order requirements associated with this contract. Purchase orders for inmate clothing and supplies will be released to successful bidder(s) as required. Occasional small deliveries will be required, and the **successful bidder(s) shall be responsible for prompt delivery of any purchase. MINIMUM ORDER BIDS ARE NOT ACCEPTABLE.**

Quantities

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the bid proposal are the best estimates. Quantities ordered may be increased or decreased as deemed necessary during the term of the contract.

Evaluation of Alternate Products

If an alternate product is offered, a catalog cut of that item shall be provided with your bid so that item can be evaluated as "or equal." Contractor must provide a sample at no cost to Jefferson County for evaluation purposes, upon request by the Jefferson County Purchasing Department.

Product Substitution

All products delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal.

Product Discontinuance

In the event a product and/or model is discontinued by the manufacturer, Jefferson County at its sole discretion may allow the awarded vendor to provide a substitute for the discontinued item. The awarded vendor shall request permission to substitute a new product and provide the following:

- Documentation from the manufacturer that the product or model has been discontinued.
- Documentation that names the replacement product or model.
- Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- Documentation confirming that the price for the replacement is the same or less than the discontinued product or model.

Random Sampling

Products may be tested on a random basis throughout the contract period for compliance with bid specifications. Defective or non-compliant products shipped to Jefferson County will be returned to the awarded vendor. The awarded vendor will be responsible for handling, transportation, and pick-up of the defective or non-compliant products at there own expense. Awarded vendor will be required to ship at their own expense replacement products should such defects arise. In the event the awarded vendor is unable to provide the replacement products within the time frame specified by Jefferson County, the County reserves the right to purchase the requested products off contract and charge the awarded vendor the difference in cost from the contract amount and off contract purchase price.

Ordering Procedure

All orders require a valid Jefferson County Purchase Order Number prior to processing any request.

Delivery Time Period

All items shall be delivered within 30-45 calendar days unless otherwise specified. Unless otherwise stated by the ordering department all shipments shall be made directly to the Jefferson County Correctional Facility. It shall be the bidder's responsibility to meet the County's delivery requirements, even if the bidder finds it necessary to purchase on the open market or incur additional freight costs. Jefferson County reserves the right to obtain items specified in this solicitation request on the open market in the event the bidder fails to make delivery in the time schedule specified and price differential will be charged against the awarded bidder.

Shipping Documents

A packing list or other suitable shipping document shall accompany each shipment and shall show the 1) the name and address of Contractor, 2) name and address of the requesting department, 3) Jefferson County purchase order number, 4) description of product or material shipped, including item number, quantity, number of containers and package number, if applicable.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

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

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

AMC Promotional Products — For clarification of this offer, contact:

Company Name

P.O. Box 3433 — David Doyle

Address — Name

Cordova TN 38088 — 901 275 1390 / 901 624 3545

City State Zip — Phone Fax

David A Doyle — david@amcpromotionalproducts.com

Signature of Person Authorized to Sign — E-mail

David Doyle

Printed Name

Managing Partner

Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for Inmate Shoes for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. 14-047/JW, Term Contract for Inmate Shoes for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Note to Bidders: Minimum Order Bids are NOT ACCEPTABLE.

Item	Unit	Description	Color	Size	Unit Price
1	Pair	Inmate Shoe	Orange	Small	$ 2.99
			Orange	Medium	$ 2.99
			Orange	Large	$ 2.99
			Orange	1 XL	$ 2.99
			Orange	2 XL	$ 2.99
			Orange	3 XL	$ 2.99

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Collins County Sheriffs Dept.

Address: 4300 Community Ave McKinney, TX. 75071

Contact Person and Title: Glynda Robertson

Phone: 972-547-5326 Fax: /

Contract Period: 1 Scope of Work: Provide a variety of different custom promotional products with logo

REFERENCE TWO

Government/Company Name: TN. Wildlife Resource Agency (TWRA)

Address: 440 Hogan Road Nashville, TN. 37220

Contact Person and Title: Betsy Uldrich

Phone: 615-781-6526 Fax: /

Contract Period: 3 year contract Scope of Work: 3-4 different 3 year contracts providing, apparel with custom patches, belts, gloves, etc.

REFERENCE THREE

Government/Company Name: Department of Public Safety & Corrections

Address: 7979 Independence Suite 304 Baton Rouge, LA. 70896

Contact Person and Title: Jennifer Erwin

Phone: 225-925-4239 Fax: /

Contract Period: 2 Scope of Work: Promotional products with company logo and seal.

Bidder Shall Return Completed Form with Offer.

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County 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.

AMC Promotional Products	[signature]
Bidder (Entity Name)	Signature
P.O. Box 3433	David Doyle
Street & Mailing Address	Print Name
Cordova, TN 38088	11/6/2014
City, State & Zip	Date Signed
877 241 1160	901 624 3545
Telephone Number	Fax Number

david@amcpromotionalproducts.com
E-mail Address

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF _____ COUNTY OF _____

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

on this day personally appeared _____, who
(name)

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

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

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

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

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

Name and address of bidder: _____

_____

Fax: _____ Telephone# _____

by: Sher'm McClellen-Doyle Title: Partner
(print name)

Signature: Sher'm McClellen-Doyle

SUBSCRIBED AND SWORN to before me by the above-named
Sherri Smart Doyle on

this the 6th day of November, 2014.

Tiffany Rose
Notary Public in and for
the State of Tennessee

TIFFANY ROSE
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY

Bidder Shall Return Completed Form with Offer.

Commission Expiration:
June 28, 2017

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) "Nonresident 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.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative	Signature of Representative	Date
	N/A	
Printed Name of HUB	**Signature of Representative**	**Date**

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

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

☐ 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 HUB Subcontractor participation?

☐ Yes ☐ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

☐ Yes ☐ No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

☐ Yes ☐ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

☐ Yes ☐ No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

☐ Yes ☐ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

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

Printed Name of Authorized Representative | Signature

Title | Date

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

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

☐ Yes ☐ No

B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

☐ Yes ☐ No

C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7.

N/A

Signature of person doing business with the governmental entity

Date

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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

A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

1. Name of person doing business with local governmental entity.

None

2. ☐ Check this box is 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

Bidder Shall Return Completed Form with Offer.

AMC Promotional Products
8255 Macon Road,
Cordova, TN



12-11-14P01:1

Jefferson County Purchasing Department
Deborah L. Clark, Purchasing Agent
1001 Pearl Street
Beaumont, TX. 77701

Bid # IFB 14-047/JW

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1001 Pearl Street, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

October 27, 2014

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 14-048/KJS, US 90 Crossover at Green Pond Gully Rd. **Specifications for this project may be obtained for a non-refundable fee of $25.00 from the Jefferson County Engineering Department, 1149 Pearl Street, 5th Floor, Beaumont, Texas. Contact Mr. Donald Rao at 409-835-8584.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. 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 Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**US 90 Crossover at Green Pond Gully Rd**
BID NO:	**IFB 14-048/KJS**
DUE DATE/TIME:	**11:00 AM, Tuesday, November 18, 2014**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1001 Pearl Street, 3rd Floor** **Beaumont, Texas 77701**

There will be a pre-bid conference at 10:00 AM on Wednesday, November 12, 2014. The conference will be held in the Jefferson County Engineering Department Conference Room located on the fifth floor of the Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas 77701.

Any questions relating to these requirements should be directed to Karen Smith, Assistant Purchasing Agent, at 409-835-8593.

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah Clark

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – October 29th and November 5th, 2014

IFB 14-048/KJS
US 90 Crossover at Green Pond Gully Rd
Bids due: 11:00 AM, November 18, 2014

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BIDDER IS RESPONSIBLE FOR RETURNING ALL REQUIRED PAGES (MARKED WITH AN "X" ABOVE) WITH THE BID. ADDITIONALLY, BIDDER MUST MONITOR THE PURCHASING WEB SITE (HTTP://WWW.CO.JEFFERSON.TX.US/PURCHASING/MAIN.HTM) TO SEE IF ADDENDA OR ADDITIONAL INSTRUCTIONS HAVE BEEN POSTED. FAILURE TO RETURN ALL REQUIRED FORMS COULD RESULT IN A BID BEING DECLARED AS NON-RESPONSIVE.

Instructions to Bidders

1. Bid Submission

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

Jefferson County Purchasing Department
1149 Pearl Street, First Floor
Beaumont, TX 77701

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

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

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

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

2. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids 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. Bidders are strongly urged to plan accordingly.

3. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

4. Signatures

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

5. County Holidays – 2014:

January 1	Wednesday	New Year's Day
January 20	Monday	Martin Luther King, Jr. Day
February 17	Monday	President's Day
April 18	Friday	Good Friday
May 26	Monday	Memorial Day
July 4	Friday	Independence Day
September 1	Monday	Labor Day
November 11	Tuesday	Veterans Day
November 27-28	Thursday-Friday	Thanksgiving
December 25-26	Thursday-Friday	Christmas

6. Rejection or Withdrawal

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

7. 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 nonconformity 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 a 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 (http://co.jefferson.tx.us/ purchasing/main.htm) 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 and/or Contract Documents

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

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. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses 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.

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

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

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 accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. 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 Proprietary Data. Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

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 a.m. to 4:00 p.m., 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 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award.

4.3 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.

4.4 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.

4.5 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.

4.6 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.

4.7 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.

4.8 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

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.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. **Bid Requirement**

   Each bidder shall insure that all parts of the bid are **completed and returned.** The Table of Contents indicates specifically which pages need to be returned; these pages shall constitute the vendor's bid. Vendor shall use an opaque envelope, clearly indicating on the outside the **Bid Number, Bid Description, and marked "SEALED BID".** Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court. **Bidders shall submit one (1) original and two (2) copies of the bid.**

2. **Multiple Vendor Award**

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

3. **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.

4. **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).

5. **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.

6. **Insurance**

   The contractor (including any and all subcontractors as defined in Section 7.1.3 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.

   Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured.

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

Minimum Insurance Requirements

Public Liability	$1,000,000.00
Excess Liability	$1,000,000.00
Property Insurance	Improvements & Betterments
Workers' Compensation	Statutory Coverage (see attached)

7. Workers' Compensation Insurance

7.1 Definitions:

7.1.1 **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.

7.1.2 **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.

7.1.3 **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.

7.2 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.

7.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 above.

7.4 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.

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

7.5.1 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

7.5.2 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.

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

7.7 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.

7.8 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.

7.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

7.9.1 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.

7.9.2 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.

7.9.3 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.

7.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

7.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

7.9.4.2 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.

7.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

7.9.6 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

7.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 7.1. – 7.7., with the certificates of coverage to be provided to the person for whom they are providing services.

7.10 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.

7.11 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.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Orange County W.C.I.D. No. 1

Address: 460 E. Bolivar, Vidor, Texas 77662

Contact Person and Title: Norman Blackman, P.E.

Phone: 409-769-2669 Fax: 409-769-3927

Contract Period: 2010 - 2014 Scope of Work: Various Municipality Projects

REFERENCE TWO

Government/Company Name: City of Beaumont

Address: 1350 Langham Road, Beaumont, Texas 77707

Contact Person and Title: Dr. Hani J. Tohme, P.E.

Phone: 409-785-3000 Fax: 409-860-4672

Contract Period: 20 years Scope of Work: Various Municipality Projects

REFERENCE THREE

Government/Company Name: City of Orange

Address: PO Box 520, Orange, Texas 77630

Contact Person and Title: James Wolf, P.E.

Phone: 409-883-1900 Fax: 409-883-1914

Contract Period: 20 years Scope of Work: Various Municipality Projects

Bidder Shall Return Completed Form with Offer.

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County 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.

ALLCO	
Bidder (Entity Name)	Signature
PO BOX 3684 (6720 COLLEGE)	T.W. HARRISON - PRESIDENT
Street & Mailing Address	Print Name
BEAUMONT, TX 77704	NOVEMBER 18, 2014
City, State & Zip	Date Signed
409-860-4459	409-860-3857
Telephone Number	Fax Number
bharrison@allco.com	
E-mail Address	

ALLCO, L.L.C. TEXAS

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

OFFICE USE ONLY

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

A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.

1. Name of person doing business with local governmental entity. ALLCO

2. ☐ Check this box is 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

N/A

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

N/A

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE
FORM CIQ

Page 2

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.) JEFFERSON COUNTY PURCHASING DEPARTMENT, TEXAS

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

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

☐ Yes ☒ No

B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

☐ Yes ☒ No

C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☒ No

D. Describe each affiliation or business relationship:

N/A

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

N/A

7.

ALLCO, L.L.C. TEXAS

T.W. HARRISON - PRESIDENT — NOVEMBER 18, 2014

Signature of person doing business with the governmental entity — Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

☐ 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 HUB Subcontractor participation?

☐ Yes ☐ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

☐ Yes ☐ No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

☐ Yes ☐ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

☐ Yes ☐ No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

☐ Yes ☑ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.** WE WILL PERFORM WORK WITH ALL OUR OWN FORCES.

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.

T.W. HARRISON
Printed Name of Authorized Representative

Signature

PRESIDENT
Title

NOVEMBER 18, 2014
Date

ALLCO, L.L.C. TEXAS

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: _____ HUB: π Yes π No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

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

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

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) "Nonresident 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 ALLCO [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.):	76-0685119
Company Name submitting bid/proposal:	ALLCO
Mailing address:	PO BOX 3684, BEAUMONT, TEXAS 77704
If you are an individual, list the names and addresses of any partnership of which you are a general partner: N/A	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
WE WILL SUBMIT IF SUCCESSFUL BIDDER.	

* 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.

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF TEXAS COUNTY OF JEFFERSON

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

on this day personally appeared T.W. HARRISON (name), who

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

"I, T.W. HARRISON (name) am a duly authorized officer of/agent

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

foregoing on behalf of the said ALLCO (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: ALLCO

PO BOX 3684, BEAUMONT, TEXAS 77704

Fax: 409-860-3857 Telephone# 409-860-4459

by: T.W. HARRISON (print name) Title: PRESIDENT

Signature:

ALLCO, L.L.C. TEXAS

SUBSCRIBED AND SWORN to before me by the above-named T.W. HARRISON

this the 18th day of NOVEMBER, 2014.

JACQUELINE CHRISTOPHER Notary Public, State Of Texas My Commission Expires 05-21-2016

Notary Public in and for the State of TEXAS

Bidder Shall Return Completed Form with Offer.

CONTRACT

This agreement made this _____ day of _____, 201_, by and between the County of Jefferson, Texas represented by the County Judge, party of the first part, and _____ his/their executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

WHEREAS, the County desires to enter into a contract for the pavement improvements as shown and described in the plans, specifications and special provisions included herein, and

WHEREAS, the Contractor has been engaged in and now does such work and represents that he is fully equipped, competent and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the unit prices listed herein and the provisions of the herein included specifications, special provisions and plans, now

WITNESSETH: That for and in consideration of the unit prices listed herein, a part of this contract, the Contractor agrees to do, at his own proper cost and expense, all the work necessary for the roadway improvement as shown and described in the plans and in accordance with the provisions of the specifications and special provisions which are a part of this contract.

Time for completion of this contract shall be computed beginning on the effective date given in the Notice to Proceed.

The work to be constructed under this contract shall be completed in 30 working days.

And the County, in consideration of the full and true performance of said work by the Contractor, hereby agrees and binds itself to pay the Contractor for the quantities of work performed in compliance with this contract at the respective unit prices set forth herein, subject to adjustment as herein provided. The following items of work and respective unit prices are those contained in the original proposal and are a part of this contract. The County limits its obligation hereunder to the funds available.

The Contractor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained ,upon compensation in any way contingent, in whole or in part, upon such procurement, or in compensation for services in connection therewith, any brokerage commission or percentage upon the amount receivable by him hereunder; and that he has not in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission or percentage; and that all moneys payable to him hereunder are free from all obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the County or for deduction from any sum due or to become due thereunder an amount equal to any brokerage commission or percentage so paid or agreed to be paid or both.

In the employment of labor in the performance of this contract, preference shall be given, other conditions being equal, to honorably discharged service personnel, but no other preference or discrimination among citizens of the United States shall be made.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the construction of the work called for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

COUNTY OF JEFFERSON
Party of the First Part
Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs hereto approved and authorized by the Commissioner's Court of Jefferson County:

By: _____
County Judge

RECOMMENDED FOR EXECUTION:

_____
Director of Engineering

CONTRACTOR
Party of the Second Part

By: _____

_____
(Title)

Bidder Information Form

Instructions: Please complete the form below. Care must be taken to provide legible, accurate, and complete contact information. PLEASE PRINT.

Project Name:
(IFB 14-048/KJS), US 90 Crossover at Green Pond Gully Rd

Bidder's Company/Business Name: ALLCO

Bidder's TAX ID Number: 76-0685119

Contact Person: BRANDON HARRISON **Title:** PROJECT MANAGER

Phone Number (with area code): 409-860-4459

Alternate Phone Number if available (with area code):

Fax Number (with area code): 409-860-3857

Email Address: bharrison@allco.com

Please provide a physical address for bid bond return:

Mailing: PO BOX 3684, BEAUMONT, TX 77704

Physical: 6720 COLLEGE, BEAUMONT, TX 77707

PROPOSAL TO JEFFERSON COUNTY

2004 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS HAVE BEEN INCORPORATED BY REFERENCE FOR THIS PROJECT. ANY REFERENCE TO "TxDOT" OR THE "STATE" OR THE "DEPARTMENT" AS OWNER OF THIS PROJECT SHALL BE INTERPRETED AS REFERENCE TO "JEFFERSON COUNTY".

WORK CONSISTING OF GRADING, BASE, PAVING AND STRUCTURES IN JEFFERSON COUNTY, TEXAS

The undersigned, as bidder, certifies that the only person or parties interested in this proposal as principals are those named herein; that the Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for the above-captioned roadway construction; that he has carefully examined the form of contract, instructions to bidders, profiles, grades, specifications, and the plans therein referred to, and has carefully examined the locations, conditions, and classes of materials of the proposed work; and agrees that he will provide all the necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer as therein set forth.

It is understood that the following quantities of work to be done and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the specifications.

It is further understood that the work is to be completed in full in 30 working days.

Accompanying this proposal is a Guaranty Check or Bank Money Order made payable to Jefferson County in the following amounts:

N/A (Dollars) (N/A)

Only a Cashier's Check, Teller's Check (including Official Check) or Bank Money Order on a State or National Bank or Savings and Loan Association, or State or Federally chartered Credit Union is considered acceptable. A bid bond must be submitted on projects estimated with Item 2.7 of the specifications. Personal checks, certified checks, other types of money orders will not be acceptable. If any addenda have been issued amending this proposal and/or the plans have been acknowledged, either in writing or verbally, to the County, then having signed this proposal, said addenda become a part of this proposal.

This check accompanying this proposal shall be returned to the bidder, unless in case of the acceptance of the proposal the bidder shall fail to meet a specified goal or fail to execute and file a contract with the required insurance certificates within the prescribed time after its acceptance, in which case the check shall become the property of said County, and shall be considered as payment for damages due to delay and other inconveniences suffered by said County on account of failure of the bidder to execute contract. It is understood that the County reserves the right to reject any and all bids.

BID PROPOSAL MUST NOT BE DISASSEMBLED

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

1001 Pearl Street – Third Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO IFB

IFB Number: 14-048/KJS

IFB Title: US 90 Crossover at Green Pond Gully Rd

IFB Due: **11:00 am, Tuesday, November 18, 2014**

Addendum No.: 1

Issued (Date): November 4, 2014

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 proposals to have been proffered in recognition and consideration of the entire IFB 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 proposal.** If the Proposal 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 Opening Date and Time, as stated above.

Reason for Issuance of this addendum: To add the following modification to the legal notice. "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."

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 Bidder:

ATTEST:

Jackie Christopher
Witness

Witness

Approved by ____ Date: _____

Authorized Signature (Bidder)

T.W. HARRISON - PRESIDENT
Title of Person Signing Above

ALLCO
Typed Name of Business or Individual

PO BOX 3684, BEAUMONT, TX 77704
Address

NOTICE TO THE BIDDER

In the space provided below, please enter your total bid amount for this project. Only this figure will be read publicly by the County at the public bid opening.

It is understood and agreed by the bidder in signing this proposal that the total bid amount entered below is not binding on either the bidder or the County. It is further agreed that **the official total bid amount for this proposal will be determined by multiplying the unit bid prices for each item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts.**

Name of Bidder: ALLCO

By: _____

T.W. HARRISON - PRESIDENT

ALLCO, LLC
TEXAS

$ 326,074.60
Total Bid Amount

Take each calculated item total per line and add together for the Total Bid Amount.

BID FORM
INSTRUCTIONS SHEET

BID FORM INSTRUCTIONS:

In the "Unit Bid Price Only" Column: Write the words of the **Per Unit** Bid Price. **Do Not** write in your total price for the line item.

In the "Item Total" Column: Write in the Numbers of the Item Total.
The Item Total should equal the Unit Bid Price multiplied by the Approx. Quantities

Example: You want to bid $15.00 per LF for Removing Conc (Curb)
Note the Item Total is calculated by: $15.00 (Unit Bid Price) X 466.00 (Approx. Quantities) = $6,990.00

Total Bid Amount: Take each calculated Item Total per line and add together for the Total Bid Amount located on the Notice to the Bidder Page.

ALT.	ITEM CODE			UNIT BID PRICE ONLY	UNIT	APPROX.	ITEM
	ITEM NO.	CODE	S.P. NO.	WRITTEN IN WORDS		QUANTITIES	TOTAL
	104	2021		REMOVING CONC (CURB)	LF	466.00	
				Fifteen DLRS EXAMPLE			$6,990.00
				AND No CENTS			

Unit price for each linear foot of Concrete Curb Removed

BID FORM

PROJECT: US 90 CROSSOVER AT GREEN POND GULLY RD

PROPOSAL SHEET

JEFFERSON COUNTY

ALT.	ITEM CODE			UNIT BID PRICE ONLY	UNIT	APPROX.	ITEM
	ITEM NO.	CODE	S.P. NO.	WRITTEN IN WORDS		QUANTITIES	TOTAL
	0105	2046		REMOVING STAB BASE & ASPH PAV (0"-10") Forty Six DLRS AND No CENTS	SY	533.00	24,518.00
	0110	2004		EXCAVATION (ROADWAY AND CHANNEL) Sixty Six DLRS AND No CENTS	CY	423.00	27,918.00
	0132	2005		EMBANKMENT (FINAL)(ORD COMP)(TY C) Seventy nine DLRS AND No CENTS	CY	443.00	34,997.00
	0164	2023	002	CELL FBR MLCH SEED(PERM)(RURAL)(CLAY) Two DLRS AND Fifty CENTS	SY	1,360.00	3,400.00
	0247	2042	033	FL BS (CMP IN PLC)(TY A GR 2)(FNAL POS) One Hundred Eighty Five DLRS AND No CENTS	CY	171.40	31,709.00
	0292	2002		ASPHALT STAB BASE (GR 1)(PG 64) One Hundred Sixty Six DLRS AND No CENTS	TON	503.60	83,597.60
	0464	2005	006	RC PIPE (CL III)(24 IN) Ninety Five DLRS AND No CENTS	LF	101.00	9,595.00
	0464	2009	006	RC PIPE (CL III)(36 IN) One Hundred Eighty DLRS AND No CENTS	LF	44.00	7,920.00
	0465	4122	002	INLET(COMPL)(PAZD)(FG)(3FTX3FT-3FTX3FT) Eleven thousand DLRS AND No CENTS	EA	1.00	11,000.00
	0467	2288		SET (TY II)(24 IN)(RCP)(6:1)(P) Six thousand DLRS AND No CENTS	EA	1.00	6,000.00

	0467	2292		SET (TY II)(36 IN)(RCP)(6:1)(P) Seven thousand — DLRS AND No — CENTS	EA	2.00	14,000.00
	0496	2004		REMOV STR (SET) Two thousand six hundred DLRS AND No — CENTS	EA	1.00	2,600.00
	0500	2001	011	MOBILIZATION fourteen thousand — DLRS AND No — CENTS	LS	1.00	14,000.00
	0502	2001	033	BARRICADES, SIGNS AND TRAFFIC HANDLING Six thousand one hunded eighty Seven DLRS AND fifty — CENTS	MO	2.00	12,375.00
	0644	2056		RELOCATE SM RD SN SUP & AM TY 10BWG Four hundred — DLRS AND No — CENTS	EA	9.00	3,600.00
	0644	2060		REMOVE SM RD SN SUP & AM Four hundred twenty DLRS AND No — CENTS	EA	1.00	420.00
	0666	2011		REFL PAV MRK TY I (W) 4" (SLD)(090MIL) three — DLRS AND No — CENTS	LF	77.00	231.00
	0666	2035		REFL PAV MRK TY I (W) 8" (SLD)(090MIL) four — DLRS AND Fifty — CENTS	LF	374.00	1,683.00
	0666	2047		REFL PAV MRK TY I (W) 24"(SLD)(090MIL) Ten — DLRS AND No — CENTS	LF	40.00	400.00
	0666	2053		REFL PAV MRK TY I (W) (ARROW) (090MIL) three hundred fifty DLRS AND No — CENTS	EA	2.00	700.00
	0666	2110		REFL PAV MRK TY I (Y) 4" (SLD)(090MIL) three — DLRS AND No — CENTS	LF	1,009.00	3,027.00

	0672	2015	034	REFL PAV MRKR TY II-A-A Twelve DLRS AND No CENTS	EA	10.00	120.00
	0672	2017	034	REFL PAV MRKR TY II-C-R Twelve DLRS AND No CENTS	EA	19.00	228.00
	0677	2001		ELIM EXT PAV MRK & MRKS (4") No DLRS AND Eighty CENTS	LF	1,298.00	1,038.40
	0677	2003		ELIM EXT PAV MRK & MRKS (8") Four DLRS AND No CENTS	LF	68.00	272.00
	0677	2008		ELIM EXT PAV MRK & MRKS (ARROW) One hundred fifty DLRS AND No CENTS	EA	1.00	150.00
	1122	2037	002	TEMPORARY SEDIMENT CONTROL FENCE INSTLL Twelve DLRS AND Twenty five CENTS	LF	100.00	1,225.00
	1122	2057	002	TEMPORARY SEDIMENT CONTROL FENCE REMOVE nine DLRS AND Twenty five CENTS	LF	100.00	925.00
	3267	2106		D-GR HMA(SQ) TY-D PG64-22 five hundred sixty four DLRS AND No CENTS	TON	50.40	28,425.60
				Note - This total should match the "Total Bid Amount" shown on the Notice to the Bidder sheet		TOTAL =	326,074.60

ENGINEER SEAL

The enclosed Texas Department of Transportation Specifications, Special Specifications, Special Provisions, General Notes and Specification Data in this document have been selected by me, or under my responsible supervision as being applicable to this project. Alteration of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.



The seal appearing on this document was authorized by Bradley Steven Stafford, P.E. October 22, 2014

General Notes:

Verify material quantities and dimensions prior to ordering materials.

All hauling of materials (including authorized waste) will not be paid for directly, but shall be considered as subsidiary to the bid items involved.

Assume ownership for all designated waste material and dispose of it at a place off of the right of way, as approved by the Engineer.

County forces will maintain the existing sections of roadway and its appurtenances not a part of this project. The Contractor will maintain the existing and proposed sections of highway and its appurtenances which are to be constructed, reconstructed or modified in this project. Protect all areas of the right of way which are not included in the actual limits of the proposed construction areas from destruction. Repair any areas damaged by the contractor's forces at his/her expense.

Direct attention to ordinances and regulations of local municipal and county governments and the TCEQ (Texas Commission on Environmental Quality), which may be applicable on this project.

Procure all the necessary city and/or county permits and licenses.

Place no construction signs in conflict with existing signs. If placement of construction signs for the contract blocks existing signs, make adjustments with confirmation from the Engineer.

In addition to providing a Contractor's Responsible Person and a phone number for emergency contact, have an employee available to respond on the project for emergencies and for taking corrective measures within 30 minutes.

The Contractor shall be responsible for all testing and sampling of materials.

Collect and dispose of all litter deposited by construction operations or the traveling public including cans, bottles, paper, plastic items, metal scraps, lumber, etc. from within the project right of way or as directed. Properly dispose of all collected litter. Litter pickup will not be measured or paid for directly, but will be considered subsidiary to the various bid items in this contract.

Item 5: Control of the Work

In the event utility lines needing unforeseen adjustments are encountered during construction operations, alter operations and continue to prosecute the contract in such a manner that will allow utility adjustments to be made by others.

Station the project every 100 feet prior to commencing work. Maintain stationing throughout the project. Remove the station markings at the completion of the project. Consider this work to be subsidiary to the various bid items of the contract.

Item 7: Legal Relations and Responsibilities

Furnish all materials, labor and incidentals required to provide for traffic across the roadway 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. Consider this work to be subsidiary to the various bid items of the contract.

The disturbed area in this project, all project locations in the Contract, and the Contractor project specific locations (PSLs) within one mile of the project limits for the Contract, will further establish the authorization requirements for storm water discharges. The County will obtain an authorization to discharge storm water from the TCEQ for the construction activities shown on the plans. The Contractor is to obtain any required authorization from the TCEQ for any Contractor PSLs for construction support activities on or off the ROW. When the total area disturbed for all projects in the Contract and PSLs within one mile of the project limits exceeds 5 acres, provide a copy of the Contractor NOI for PSLs on the ROW and within one mile of the project limits to the Engineer and to the local government that operates a separate storm sewer system.

Item 105: Removing Stabilized base and Asphalt Pavement

Assume ownership of material removed under this item and dispose of it in accordance with all applicable regulations.

Item 132: Embankment

Provide Type C embankment material meeting either the requirements shown below:

1. Liquid Limit – LL ≤45
2. Plasticity Index – 8 ≤ PI ≤ 20
3. A cohesionless sand will not be permitted.

Item 164: Seeding for Erosion Control

Fertilizer 16-20-0 and vegetative watering for Cel Fbr Mlch Seed will not be paid for directly, but will be considered subsidiary to this item.

Fertilize all the seeded areas of the project.

Item 247: Flexible Base

Use Type A, Grade 2 aggregate with a minimum Plasticity Index value of 3.

Item 292: Asphalt Treatment (Plant-Mixed)

Compaction method is specified as ordinary compaction.

Provide mix designs. Mix designs must be verified and approved by the Engineer.

The maximum compacted depth for any one lift is 5". The minimum compacted depth for any one lift is 2.5".

Use of RAP is allowed.

A surface test will not be required.

Item 502: Barricades, Signs, & Traffic Handling

Do not leave equipment (that is not in use) closer than 30' from the roadway edge unless approved otherwise by the Engineer.

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 signs, if used, will meet the following minimum thickness requirements:

Square Feet	Minimum Thickness
Less than 7.5	0.080 inches
7.5 to 15	0.100 inches
Greater than 15	0.125 inches

Maintain all barricades and warning signs, including all temporary and portable traffic control devices necessary during the various phases of construction, in accordance with the BC and TCP standards in the plans, the latest version of the Texas Manual on Uniform Traffic Control Devices, and/or as directed by the Engineer.

Furnish additional barricades and signs to maintain traffic and motorists' safety when directed by the Engineer. Any such additional signs and barricades will be considered subsidiary to Item 502.

After completion of the project, when removing the barricades and signs, fill in any holes left by the sign supports or barricades and restore the area, in which the signs were removed, to its original condition.

Item 644: Small Roadside Sign Supports and Assemblies

Erect all signs according to the locations shown on the signing layout sheet.

All signs to be relocated should be installed with the proper offsets according to the signing standards. Replace any signs or posts damaged by the contractor at his/her entire expense.

The existing street sign to be relocated is mounted on a wing channel post which will be removed and driven into the ground at the proposed location. It is listed as RELOCATE SM RD SN SUP & AM TY TEMP.

Item 666: Reflectorized Pavement Markings

Furnish Type II drop-on glass beads.

Air blowing is subsidiary to this item.

Item 3267: Dense-Graded Hot-Mix Asphalt (Small Quantity)

Provide mixture Type D using PG binder 64-22.

Use of RAP is allowed.

Furnish a PG binder with a minimum high-temperature grade of PG-58 for tack coat binder in accordance with Item 300, "Asphalts, Oils, and Emulisions".

Waive the Hamburg Wheel requirements of Tex-242-F.

At the end of the project, asphalt binder samples will be designated as waste material.

Assume ownership of all asphalt binder samples and dispose of material at a place off of the right of way as approved by the Engineer.

JEFFERSON COUNTY

GOVERNING SPECIFICATIONS AND SPECIAL SPECIFICATIONS

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION JUNE 1, 2004. STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

ITEMS 1 TO 9 INCL., GENERAL REQUIREMENTS AND COVENANTS
ITEM 105 REMOVING STABILIZED BASE AND ASPHALT PAVEMENT
ITEM 110 EXCAVATION (132)
ITEM 132 EMBANKMENT (100) (204) (210) (216) (400)
ITEM 164 SEEDING FOR EROSION CONTROL (162) (166) (168)
ITEM 247 FLEXIBLE BASE (105) (204) (210) (216) (520)
ITEM 292 ASPHALT TREATMENT (PLANT-MIXED) (300) (301) (320) (520) (585)
ITEM 464 REINFORCED CONCRETE PIPE (400)
ITEM 465 MANHOLES AND INLETS (400) (420) (421) (440) (471)
ITEM 467 SAFETY END TREATMENT (400) (420) (421) (440) (445)
ITEM 496 REMOVING STRUCTURES
ITEM 500 MOBILIZATION
ITEM 502 BARRICADES, SIGNS AND TRAFFIC HANDLING
ITEM 644 SMALL ROADSIDE SIGN SUPPORTS AND ASSEMBLIES (421) (440) (441) (442) (445) (634) (636) (643) (656)
ITEM 666 REFLECTORIZED PAVEMENT MARKINGS (316) (318) (662) (677) (678)
ITEM 672 RAISED PAVEMENT MARKERS (677) (678)
ITEM 677 ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS (300) (302) (316)

SPECIAL PROVISIONS: SPECIAL PROVISIONS WILL GOVERN AND TAKE PRECEDENCE OVER THE SPECIFICATIONS ENUMBERED HEREON WHEREVER IN CONFLICT THEREWITH.

WAGE RATES
SPECIAL PROVISION "NONDISCRIMINATION" (000---2607)
SPECIAL PROVISION TO ITEM 164 (164---002)
SPECIAL PROVISION TO ITEM 247 (247---033)
SPECIAL PROVISION TO ITEM 464 (464---006)
SPECIAL PROVISION TO ITEM 465 (465---002)
SPECIAL PROVISION TO ITEM 500 (500---011)
SPECIAL PROVISION TO ITEM 502 (502---033)
SPECIAL PROVISION TO ITEM 672 (672---034)
SPECIAL PROVISION TO ITEM 1122 (1122---002)

SPECIAL SPECIFICATIONS:

ITEM 1122 TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS

ITEM 3267 DENSE-GRADED HOT-MIX ASPHALT (SMALL QUANTITY)

GENERAL: THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER PERTINENT ITEMS, IF ANY, AS MAY BE REFERRED TO IN THE ABOVE-LISTED SPECIFICATION ITEMS, AND INCLUDING THE SPECIAL PROVISIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFICATIONS FOR THIS PROJECT.

General Decision Number: TX140056 01/03/2014 TX56

Superseded General Decision Number: TX20130056

State: Texas

Construction Type: Highway

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

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

Modification Number	Publication Date
0	01/03/2014

* SUTX2011-013 08/10/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures)	$ 12.98	
ELECTRICIAN	$ 27.11	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.34	
Structures	$ 12.23	
LABORER		
Asphalt Raker	$ 12.36	
Flagger	$ 10.33	
Laborer, Common	$ 11.02	
Laborer, Utility	$ 11.73	
Pipelayer	$ 12.12	
Work Zone Barricade Servicer	$ 11.67	
PAINTER (Structures)	$ 18.62	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	$ 14.06	
Asphalt Paving Machine	$ 14.32	
Broom or Sweeper	$ 12.68	
Concrete Pavement Finishing Machine	$ 13.07	
Concrete Paving, Curing, Float, Texturing Machine	$ 11.71	
Concrete Saw	$ 13.99	
Crane, Hydraulic 80 Tons or less	$ 13.86	

Crane, Lattice boom 80 tons or less.....$ 14.97
Crane, Lattice boom over 80 Tons.....$ 15.80
Crawler Tractor.....$ 13.68
Excavator, 50,000 pounds or less.....$ 12.71
Excavator, Over 50,000 pounds.....$ 14.53
Foundation Drill, Crawler Mounted.....$ 17.43
Foundation Drill, Truck Mounted.....$ 15.89
Front End Loader 3 CY or Less.....$ 13.32
Front End Loader, Over 3 CY.$ 13.17
Loader/Backhoe.....$ 14.29
Mechanic.....$ 16.96
Milling Machine.....$ 13.53
Motor Grader, Fine Grade....$ 15.69
Motor Grader, Rough.....$ 14.23
Off Road Hauler.....$ 14.60
Pavement Marking Machine....$ 11.18
Piledriver.....$ 14.95
Roller, Asphalt.....$ 11.95
Roller, Other.....$ 11.57
Scraper.....$ 13.47
Spreader Box.....$ 13.58

Servicer.....$ 13.97

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

TRUCK DRIVER
Low Boy Float.....$ 16.03
Single Axle.....$ 11.46
Single or Tandem Axle Dump..$ 11.48
Tandem Axle Tractor w/Semi Trailer.....$ 12.27

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

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

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

* an existing published wage determination
* a survey underlying a wage determination

* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

SPECIAL PROVISIONS

SPECIAL PROVISION

000--2607
Nondiscrimination

Description. All recipients of federal financial assistance are required to comply with various nondiscrimination laws including Title VI of the Civil Rights Act of 1964, as amended, (Title VI). Title VI forbids discrimination against anyone in the United States on the grounds of race, color, or national origin by any agency receiving federal funds.

Texas Department of Transportation, as a recipient of Federal financial assistance, and under Title VI and related statutes, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.C. § 2000d-3), color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any Department programs or activities.

Definition of Terms. Where the term "contractor" appears in the following six nondiscrimination clauses, the term "contractor" is understood to include all parties to contracts or agreements with the Texas Department of Transportation.

Nondiscrimination Provisions. During the performance of this contract, the contractor agrees as follows:

(1) Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to

its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SPECIAL PROVISION

164---002
Seeding For Erosion Control

Item 000, "Seeding For Erosion Control," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 164.3. Construction. The following is added after the first sentence:

Use approved equipment to vertically track the seedbed as shown on the plans or as directed by the Engineer.

SPECIAL PROVISION

247---033
Flexible Base

For this project, Item 000, "Flexible Base," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 247.2. Materials, Section A. Aggregate, Table 1. Material Requirements is replaced by the following:

Table 1
Material Requirements

Property	Test Method	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
Master gradation sieve size (cumulative % retained)						
2-1/2 in.	Tex-110-E	–	0	0	As shown on the plans	0
1-3/4 in.		0	0–10	0–10		0-5
7/8 in.		10–35	–	–		10–35
3/8 in.		30–50	–	–		35–65
No. 4		45–65	45–75	45–75		45–75
No. 40		70–85	60–85	50–85		70–90
Liquid Limit, % max.[1]	Tex-104-E	35	40	40	As shown on the plans	35
Plasticity Index, max.[1]	Tex-106-E	10	12	12	As shown on the plans	10
Plasticity index, min.[1]		As shown on the plans				
Wet ball mill, % max.[2]	Tex-116-E	40	45	–	As shown on the plans	40
Wet ball mill, % max. increase passing the No. 40 sieve		20	20	–	As shown on the plans	20
Classification, max. [3]	Tex-117-E	When shown on the plans	When shown on the plans	–	As shown on the plans	-
Min. compressive strength, psi	Tex-117-E				As shown on the plans	
lateral pressure 0 psi		45	35	–		–
lateral pressure 3 psi		–	–	–		90
lateral pressure 15 psi		175	175	–		175

1. Determine the plastic index in accordance with Tex-107-E (linear shrinkage) when liquid limit is unattainable as defined in Tex-104-E.
2. When a soundness value is required by the plans, test material in accordance with Tex-411-A.
3. When Classification is required by the plans, a triaxial Classification of 1.0 or less for Grades 1 and 2.3 or less for Grade 2 is required. The Classification requirement for Grade 4 will be as shown on the plans.

Article 247.2. Materials, Section A. Aggregate, Section 3. Recycled Material, Section b. Recycled Material (Including Crushed Concrete) Requirements, Section (1), Contractor Furnished Recycled Materials is supplemented by the following:

Provide recycled materials that have a maximum sulfate content of 3000 ppm when tested in accordance with Tex-145-E.

Article 247.4. Construction, Section C. Compaction is supplemented by the following:

Before final acceptance, the Engineer will select the locations of tests and measure the flexible base depth in accordance with Tex-140-E when Complete in Place measurement is specified. Correct areas deficient by more than 1/2 in. in thickness by scarifying, adding material as required, reshaping, recompacting, and refinishing at the Contractor's expense.

Article 247.4. Construction, Section C. Compaction, Section 2. Density Control first paragraph is replaced by the following:

Compact to at least 100% of the maximum dry density determined by Tex-113-E, unless otherwise shown on the plans. Maintain moisture during compaction at not less than 1 percentage point below the optimum moisture content determined by Tex-113-E. Determine the moisture content of the material in accordance with Tex-115-E or Tex-103-E during compaction daily and report the results the same day to the Engineer, unless otherwise shown on the plans or directed.

SPECIAL PROVISION

464---006
Reinforced Concrete Pipe

For this project, Item 464, "Reinforced Concrete Pipe," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 464.2. Materials, Section A. Fabrication is voided and replaced by the following:

Fabrication plants must be approved by the Construction Division in accordance with DMS-7310, "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification," before furnishing precast reinforced concrete pipe for Department projects. The Construction Division maintains a list of approved reinforced concrete pipe plants.

Furnish material and fabricate reinforced concrete pipe in accordance with DMS-7310, "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification."

Article 464.2. Materials, Section B. Design, 1. General. Table 2 is voided and replaced by the following:

Table 2
Arch Pipe

Design Size	Equivalent Diameter (in.)	Rise (in.)	Span (in.)
1	18	13-1/2	22
2	21	15-1/2	26
3	24	18	28-1/2
4	30	22-1/2	36-1/4
5	36	26-5/8	43-3/4
6	42	31-5/16	51-1/8
7	48	36	58-1/2
8	54	40	65
9	60	45	73
10	72	54	88

Article 464.2 Materials, Section C. Physical Test Requirements is voided and not replaced.

Article 464.2. Materials, Section D. Markings. The first paragraph is voided and replaced by the following:

Furnish each section of reinforced concrete pipe marked with the following information specified in DMS-7310, "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification":

- class or D-Load of pipe,
- ASTM designation,
- date of manufacture,
- pipe size,
- name or trademark of fabricator and plant location,
- designated fabricator's approval stamp,
- pipe to be used for jacking and boring (when applicable), and
- designation "SR" for pipe meeting sulfate-resistant concrete plan requirements (when applicable).

Article 464.2. Materials, Section E. Inspection is voided and replaced by the following:

Provide access for inspection of the finished pipe at the project site before and during installation.

Article 464.2. Materials, Section F. Causes for Rejection is voided and replaced by the following:

Individual section of pipe may be rejected for any of the conditions stated in the Annex of DMS-7310, "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification."

Article 464.2. Materials, Section G. Repairs is voided and replaced by the following:

Make repairs if necessary as stated in the Annex of DMS-7310, "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification."

Article 464.2. Materials, Section H. Rejections is voided and not replaced.

SPECIAL PROVISION

465---002
Manholes and Inlets

For this project, Item 465, "Manholes and Inlets," of the Standard Specifications, is hereby voided and replaced with the articles below.

465.1 Description. **Construct manholes and inlets, complete in place or to the stage detailed, including furnishing and installing frames, grates, rings and covers. Drainage junction boxes are classified as manholes.**

465.2 Materials. **Furnish materials in accordance with the followings:**

- Item 420, "Concrete Structures"
- Item 421, "Hydraulic Cement Concrete"
- Item 440, "Reinforcing Steel"
- Item 471, "Frames, Grates, Rings, and Covers"

Cast-in-place manholes, inlets, risers, and appurtenances are acceptable unless otherwise shown. Alternate designs for cast-in-place items must be acceptable to the Engineer and must conform to functional dimensions and design loading. Alternate designs must be designed and sealed by a licensed professional engineer.

Concrete. Furnish Class H concrete for formed precast manholes and inlets. Furnish concrete per DMS-7310 for machine-made precast manholes and inlets. Air-entrained concrete will not be required in precast concrete members. Furnish Class C concrete for cast-in-place manholes and inlets unless otherwise shown on the plans.

Mortar. Furnish Type S mortar in accordance with ASTM C270.

Timber. Provide sound timber for temporary covers when used with Stage I construction (see Section 465.3, "Construction") that is a minimum of 3 in. nominal thickness and reasonably free of knots and warps.

Other Materials. Commercial-type hardware of other materials may be used with prior approval.

465.3 Construction. **All types of manholes and inlets may be built either complete or in 2 stages, described as Stage I and Stage II. Build manholes and inlets designed to match the final roadway surface.**

Construct the Stage I portion of manholes and inlets as shown on the plans or as specified in this Item. Furnish and install a temporary cover as approved by the Engineer.

For Stage I construction of cast iron or steel inlet units, furnish and install the storm drain pipe and a temporary plug for the exposed end of the storm drain pipe from the storm drain to a point below the top of curb indicated on the plans.

Construct Stage II after the pavement structure is substantially complete unless otherwise approved by the Engineer.

For Stage II, construct the remaining wall height and top of manhole or inlet and furnish and install any frames, grates, rings and covers, manhole steps, curb beams, or collecting basins required.

Construct cast-in-place manholes and inlets in accordance with Item 420, "Concrete Structures." Forms will be required for all concrete walls. Outside wall forms for cast-in-place concrete may be omitted with the approval of the Engineer if the surrounding material can be trimmed to a smooth vertical face.

A. Precast Manholes and Inlets. Construct formed precast manholes and inlets in accordance with Item 420, except as otherwise noted in this Item. Construct machine-made precast manholes and inlets in accordance with ASTM C 478, except as otherwise noted in this Item. Mix and place concrete for machine-made manholes and inlets per the requirements of DMS-7310. Conform to the product permissible variations and rejection criteria stated in ASTM C 478 for machine-made precast manholes and inlets. Cure all precast units in accordance with Item 424, "Precast Concrete Structures (Fabrication)."

Multi-project fabrication plants (as defined in Item 424, "Precast Concrete Structures (Fabrication)") that produce manholes and inlets will be approved by the Construction Division in accordance with DMS-7340, "Qualification Procedure for Multi-Project Fabrication Plants of Precast Concrete Manholes and Inlets." The Construction Division maintains a list of approved multi-project plants.

1. Lifting Holes. **For precast units, provide no more than 4 lifting holes in each section. Lifting holes may be cast, cut into fresh concrete after form removal, or drilled. Provide lifting holes large enough for adequate lifting devices based on the size and weight of the section. The maximum hole diameter is 3 in. at the inside surface of the wall and 4 in. at the outside surface. Do not cut more than 5 in. in any direction of reinforcement per layer for lifting holes. Repair spalled areas around lifting holes.**

2. Marking. **Clearly mark each precast manhole and inlet unit with the following information:**

0name or trademark of fabricator and plant location;

1product designation;

2ASTM designation (if applicable);

3date of manufacture;

4designated fabricator's approval stamp; and

5designation "SR" for product meeting sulfate-resistant concrete plan requirements (when applicable).

3. Storage and Shipment. **Store precast units on a level surface. Do not ship units until design strength requirements have been met.**

B. Excavation, Shaping, Bedding, and Backfill. Excavate, shape, bed, and backfill in accordance with Item 400, "Excavation and Backfill for Structures." For all manhole and inlet structures where joints consist of rubber boots, rubber gaskets, bulk or preformed joint sealant, immediate backfilling is permitted. Take precautions in placing and compacting the backfill to avoid any movement of manholes and inlets. Remove and replace manholes and inlets damaged by the Contractor at no expense to the Department.

C. Manholes and Inlets for Precast Concrete Pipe Storm Drains. Construct manholes and inlets for precast concrete pipe storm drains as soon as is practicable after storm drain lines into or through the manhole or inlet locations are completed. Neatly cut all storm drains at the inside face of the walls of the manhole or inlet and point up with mortar.

D. Manholes and Inlets for Monolithic Pipe Storm Drains. Construct bases for manholes and inlets on monolithic pipe storm drains either monolithically with the storm drain or after the storm drain is constructed.

E. Manholes for Box Storm Drains. Cast bases for manholes for box storm drains as an integral part of the storm drain. Construct manholes before backfilling, or cover the manhole opening temporarily and backfill the storm drain as a whole.

F. Inverts. Shape and route floor inverts passing out or through the manhole or inlet as shown on the plans. Shape by adding and shaping mortar or concrete after the base is cast or by placing the required additional material with the base.

G. Finishing Complete Manholes and Inlets. Complete manholes and inlets in accordance with the plans. Backfill to original ground elevation in accordance with Item 400, "Excavation and Backfill for Structures."

H. Finishing Stage I Construction. Complete Stage I construction by constructing the walls to the elevations shown on the plans and backfilling to required elevations in accordance with Item 400, "Excavation and Backfill for Structures."

I. Stage II Construction. Construct subgrade and base course or concrete pavement construction over Stage I manhole or inlet construction, unless otherwise approved by the Engineer. Excavate to expose the top of Stage I construction and complete the manhole or inlet in accordance with the plans and these Specifications, including backfill and cleaning of all debris from the bottom of the manhole or inlet.

J. Inlet Units. Install cast iron or steel inlet units in conjunction with the construction of concrete curb and gutter. Set the inlet units securely in position before placing concrete for curb and gutter. Form openings for the inlets and recesses in curb and gutter as shown on the plans. Place and thoroughly consolidate concrete for curb and gutter adjacent to inlets and around the inlet castings and formed openings and recesses without displacing the inlet units.

465.4 Measurement. **All manholes and inlets satisfactorily completed in accordance with the plans and specifications will be measured by each manhole or inlet, complete, or by each manhole or inlet completed to the stage of construction required by the plans.**

465.5 Payment. **The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for as follows:**

A. Complete Manholes. Payment for complete manholes will be made at the unit price bid for "Manhole (Complete)" of the type specified.

B. Complete Inlets. Payment for inlets will be made at the unit price bid for "Inlet (Complete)," of the type specified.

C. **Manholes Stage I.** Payment for Manholes, Stage I, will be made at the unit price bid for each "Manhole (Stage I)" of the type specified.

D. **Manholes Stage II.** Payment for Manholes, Stage II, will be made at the unit price bid for each "Manhole (Stage II)" of the type specified.

E. **Inlets Stage I.** Payment for Inlets, Stage I, will be made at the unit price bid for each "Inlet (Stage I)" of the type specified.

F. **Inlets Stage II.** Payment for Inlets, Stage II, will be made at the unit price bid for each "Inlet (Stage II)" of the type specified.

These price are full compensation for concrete, reinforcing steel, mortar, frames, grates, rings and covers, excavation, and backfill and for all other materials, tools, equipment, labor, and incidentals

SPECIAL PROVISION

500---011
Mobilization

For this project, Item 000, "Mobilization," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 500.1. Description is supplemented by the following:

Work for this Item includes submissions required by the Contract.

Article 500.3. Payment, Section A is voided and replaced by the following:

A. Payment will be made upon presentation of a paid invoice for the payment or performance bonds and required insurance. The combined payment for bonds and insurance will be no more than 10% of the mobilization lump sum or 1% of the total Contract amount, whichever is less. However, payment will be made for the actual cost of the paid invoice when the combined payment for bonds and insurance exceeds 10% of the mobilization lump sum or 1% of the total Contract amount, whichever is less.

Article 500.3. Payment, Section F is voided and replaced by the following:

F. Upon final acceptance, 97% of the mobilization lump sum bid will be paid. Previous payments under this Item will be deducted from this amount.

Article 500.3. Payment **is supplemented by the following:**

G. Payment for the remainder of the lump sum bid for "Mobilization" will be made after all submittals are received, final quantities have been determined and when any separate vegetative establishment and maintenance, test and performance periods provided for in the Contract have been successfully completed.

SPECIAL PROVISION

502---033
Barricades, Signs, and Traffic Handling

For this project, Item 502, "Barricades, Signs, and Traffic Handling," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 502.4. Payment, Section C. Maximum Total Payment Prior to Acceptance **is voided and replaced by the following:**

C. Maximum Total Payment Prior to Acceptance. The total payment for this Item will not exceed 10% of the total Contract amount before final acceptance in accordance with Article 5.8, "Final Acceptance." The remaining balance will be paid in accordance with Section 502.4.E, "Balance Due."

SPECIAL PROVISION

672---034
Raised Pavement Markers

For this project, Item 672, "Raised Pavement Markers," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 672.2. Materials, Section B. Adhesives is supplemented by the following:

- The Contractor may propose alternate adhesive materials for consideration and approval by the Engineer.

Article 672.3. Construction. The sixth paragraph is voided and replaced by the following:

Use the following adhesive materials for placement jiggle bar tile, reflectorized pavement markers, and traffic buttons unless otherwise shown on the plans:

- standard or flexible bituminous adhesive for applications on bituminous pavements.
- epoxy adhesive or flexible bituminous adhesive for applications on hydraulic cement concrete pavements.

Use epoxy adhesive for plowable reflectorized pavement markers.

Article 672.3. Construction is supplemented by the following:

Provide a 30-day performance period that begins the day following written acceptance for each separate location. The date of written acceptance will be the last calendar day of each month for the RPMs installed that month for the completed separate project locations. This written acceptance does not constitute final acceptance.

Replace all missing, broken or non-reflective RPMs. Visual evaluations will be used for these determinations. Upon request, the Engineer will allow a Contractor representative to accompany the Engineer on these evaluations.

The Engineer may exclude RPMs from the replacement provisions of the performance, provided the Engineer determines that the failure is a result of causes other than defective material or inadequate installation procedures. Examples of outside causes are extreme wear at intersections, damage by snow or ice removal, and pavement failure.

Replace all missing or non-reflective RPMs identified during the performance period within 30 days after notification. The end of the performance period does not relieve the Contractor from the performance deficiencies requiring corrective action identified during the performance period.

Article 672.5. Payment is supplemented by the following:

No additional payment will be made for replacement of RPMs failing to meet the performance requirements.

RPMs INSTALLATION RECORD

The 30 day performance period begins the day after written acceptance for each separate location. The date of written acceptance will be the last calendar day of each month for the RPMs installed that month for the completed separate project locations.

COUNTY HIGHWAY	CONTROL PROJECT	LIMITS FROM LIMITS TO	MONTH/YR OF INSTALLATION

Contractor *signature* _____ _____ Date

Department *signature* _____ _____ Date

SPECIAL PROVISION
TO
SPECIAL SPECIFICATION
1122--002
Temporary Erosion, Sedimentation, and Environmental Controls

For this project, Special Specification Item 1122, "Temporary Erosion, Sedimentation, and Environmental Controls" is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 1. Description is voided and replaced by the following:

Install, maintain, and remove erosion, sedimentation, and environmental control measures to prevent or reduce the discharge of pollutants in accordance with the Storm Water Pollution Prevention Plan (SWP3) or as directed by the Engineer. Ensure the installation and maintenance of control measures is performed in accordance with the manufacturer's or designer's specifications.

Article 3. Qualifications, Training, and Employee Requirements is voided and not replaced.

Article 4. Construction **is voided and replaced by the following:**

A. **Contractor Responsibilities.** Implement the SWP3 for the project site in accordance with the plans and specifications, and as directed by the Engineer. Coordinate storm water management with all other work on the project. Develop and implement an SWP3 for project-specific material supply plants within and outside of the Department's right of way in accordance with the specific or general storm water permit requirements. Prevent water pollution from storm water associated with construction activity from entering any surface water or private property on or adjacent to the project site.

B. **Implementation.**

1. **Commencement.** Implement the SWP3 as shown and as directed. Contractor proposed recommendations for changes will be allowed as approved. Do not implement changes until approval has been received and changes have been incorporated into the plans by the Engineer. Minor adjustments to meet field conditions are allowed and will be recorded by the Engineer in the SWP3.

   Implement control measures prior to the commencement of activities that result in soil disturbance. Phase and minimize the soil disturbance to the areas shown on the plans.

Coordinate temporary control measures with permanent control measures and all other work activities on the project to assure economical, effective, safe, continuous water pollution prevention. Provide control measures that are appropriate to the construction means, methods, and sequencing allowed by the Contract.

Do not prolong final grading and shaping. Preserve vegetation where possible throughout the project and minimize clearing, grubbing, and excavation within stream banks, bed, and approach sections.

C. General.

1. **Temporary Alterations or Control Measure Removal.** Altering or removal of control measures is allowed when control measures are restored within the same working day.

2. **Stabilization.** Initiate stabilization for disturbed areas after the construction activities in that portion of the site has temporarily or permanently ceased.

3. **Finished Work.** Upon the Engineer's acceptance of vegetative cover or other stabilization practice, remove and dispose of all temporary control measures unless otherwise directed. Complete soil disturbing activities and establish a uniform perennial vegetative cover.

4. **Restricted Activities and Required Precautions.** Do not discharge onto the ground or surface waters any pollutants such as chemicals, raw sewage, fuels, lubricants, coolants, hydraulic fluids, bitumens, or any other petroleum product. Operate and maintain equipment on site in a manner as to prevent actual or potential water pollution. Manage, control, and dispose of litter on site such that no adverse impacts to water quality occur. Prevent dust from creating a potential or actual unsafe condition, public nuisance, or condition endangering the value, utility, or appearance of any property. Prevent discharges that would contribute to a violation of Edwards Aquifer Rules, water quality standards, the impairment of a listed water body, or other state or federal law.

D. Installation, Maintenance, and Removal Work. Perform work in accordance with the SWP3, and according to manufacturers' guidelines. Install and maintain the integrity of temporary erosion and sedimentation control devices to accumulate silt and debris until earthwork construction and permanent erosion control features are in place or the disturbed area has been adequately stabilized as determined by the Engineer.

Remove devices upon approval or as directed. Upon removal, finish-grade and dress the area. Stabilize disturbed areas in accordance with the permit, and as shown on the plans or directed. The Contractor retains ownership of stockpiled material and must remove it from the project when new installations or replacements are no longer required.

1. **Rock Filter Dams for Erosion Control.** Remove trees, brush, stumps, and other objectionable material that may interfere with the construction of rock filter dams. Place sandbags as a foundation when required or at the Contractor's option.

   For Types 1, 2, 3, and 5, place the aggregate to the lines, height, and slopes specified, without undue voids. For Types 2 and 3, place the aggregate on the mesh and then fold the mesh at the upstream side over the aggregate and secure it to itself on the downstream side with wire ties, or hog rings, or as directed. Place rock filter dams perpendicular to the flow

of the stream or channel unless otherwise directed. Construct filter dams according to the following criteria, unless otherwise shown on the plans:

a. **Type 1 (Non-reinforced).**

(1) **Height.** At least 18 in. measured vertically from existing ground to top of filter dam.

(2) **Top Width.** At least 2 ft.

(3) **Slopes.** At most 2:1.

b. **Type 2 (Reinforced).**

(1) **Height.** At least 18 in. measured vertically from existing ground to top of filter dam.

(2) **Top Width.** At least 2 ft.

(3) **Slopes.** At most 2:1.

c. **Type 3 (Reinforced).**

(1) **Height.** At least 36 in. measured vertically from existing ground to top of filter dam.

(2) **Top Width.** At least 2 ft.

(3) **Slopes.** At most 2:1.

d. **Type 4 (Sack Gabions).** Unfold sack gabions and smooth out kinks and bends. For vertical filling, connect the sides by lacing in a single loop–double loop pattern on 4- to 5-in. spacing. At one end, pull the end lacing rod until tight, wrap around the end, and twist 4 times. At the filling end, fill with stone, pull the rod tight, cut the wire with approximately 6 in. remaining, and twist wires 4 times.

For horizontal filling, place sack flat in a filling trough, fill with stone, and connect sides and secure ends as described above.

Lift and place without damaging the gabion. Shape sack gabions to existing contours.

e. **Type 5.** Provide rock filter dams as shown on the plans.

2. **Temporary Pipe Slope Drains.** Install pipe with a slope as shown on the plans or as directed. Construct embankment for the drainage system in 8-in. lifts to the required elevations. Hand-tamp the soil around and under the entrance section to the top of the embankment as shown on the plans or as directed. Form the top of the embankment or earth dike over the pipe slope drain at least 1 ft. higher than the top of the inlet pipe at all points.

Secure the pipe with hold-downs or hold-down grommets spaced a maximum of 10 ft. on center. Construct the energy dissipaters or sediment traps as shown on the plans or as directed. Construct the sediment trap using concrete or rubble riprap in accordance with Item 432, "Riprap," when designated on the plans.

3. **Temporary Paved Flumes.** Construct paved flumes as shown on the plans or as directed. Provide excavation and embankment (including compaction of the subgrade) of material to the dimensions shown on the plans, unless otherwise indicated. Install a rock or rubble riprap energy dissipater, constructed from the materials specified above to a minimum depth of 9 in. at the flume outlet to the limits shown on the plans or as directed.

4. **Construction Exits.** When tracking conditions exist, prevent traffic from crossing or exiting the construction site or moving directly onto a public roadway, alley, sidewalk, parking area, or other right of way areas other than at the location of construction exits. Construct exits for either long or short-term use.

   a. **Long-Term.** Place the exit over a foundation course, if necessary. Grade the foundation course or compacted subgrade to direct runoff from the construction exits to a sediment trap as shown on the plans or as directed. 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.

      (1) **Type 1.** Construct to a depth of at least 8 in. using crushed aggregate as shown on the plans or as directed.

      (2) **Type 2.** Construct using railroad ties and timbers as shown on the plans or as directed.

   b. **Short-Term.**

      (1) **Type 3.** Construct using crushed aggregate, plywood, or wafer board. This type of exit may be used for daily operations where long-term exits are not practical.

      (2) **Type 4.** Construct as shown on the plans or as directed.

5. **Earthwork for Erosion Control.** Perform excavation and embankment operations to minimize erosion and to remove collected sediments from other erosion control devices.

   a. **Excavation and Embankment for Erosion Control Features.** Place earth dikes, swales, or combinations of both along the low crown of daily lift placement, or as directed, to prevent runoff spillover. Place swales and dikes at other locations as shown on the plans or as directed to prevent runoff spillover or to divert runoff. Construct cuts with the low end blocked with undisturbed earth to prevent erosion of hillsides. Construct sediment traps at drainage structures in conjunction with other erosion control measures as shown on the plans or as directed.

      Where required, create a sediment basin providing 3,600 cu. ft. of storage per acre drained, or equivalent control measures for drainage locations that serve an area with 10 or more disturbed acres at one time, not including offsite areas.

b. **Excavation of Sediment and Debris.** Remove sediment and debris when accumulation affects the performance of the devices, after a rain, and when directed.

6. **Construction Perimeter Fence.** Construct, align, and locate fencing as shown on the plans or as directed.

   a. **Installation of Posts.** Embed posts 18 in. deep or adequately anchor in rock, with a spacing of 8 to 10 ft.

   b. **Wire Attachment.** Attach the top wire to the posts at least 3 ft. from the ground. Attach the lower wire midway between the ground and the top wire.

   c. **Flag Attachment.** Attach flagging to both wire strands midway between each post. Use flagging at least 18 in. long. Tie flagging to the wire using a square knot.

7. **Sandbags for Erosion Control.** Construct a berm or dam of sandbags that will intercept sediment-laden storm water runoff from disturbed areas, create a retention pond, detain sediment, and release water in sheet flow. Fill each bag with sand so that at least the top 6 in. of the bag is unfilled to allow for proper tying of the open end. Place the sandbags with their tied ends in the same direction. Offset subsequent rows of sandbags 1/2 the length of the preceding row. Place a single layer of sandbags downstream as a secondary debris trap. Place additional sandbags as necessary or as directed for supplementary support to berms or dams of sandbags or earth.

8. **Temporary Sediment-Control Fence.** Provide temporary sediment-control fence near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the fence into erosion-control measures used to control sediment in areas of higher flow. Install the fence as shown on the plans, as specified in this Section, or as directed.

   a. **Installation of Posts.** Embed posts at least 18 in. deep, or adequately anchor, if in rock, with a spacing of 6 to 8 ft. and install on a slight angle toward the run-off source.

   b. **Fabric Anchoring.** Dig trenches along the uphill side of the fence to anchor 6 to 8 in. of fabric. Provide a minimum trench cross-section of 6 x 6 in. Place the fabric against the side of the trench and align approximately 2 in of fabric along the bottom in the upstream direction. Backfill the trench, then hand-tamp.

   c. **Fabric and Net Reinforcement Attachment.** Unless otherwise shown under the plans, attach the reinforcement to wooden posts with staples, or to steel posts with T-clips, in at least 4 places equally spaced. Sewn vertical pockets may be used to attach reinforcement to end posts. Fasten the fabric to the top strand of reinforcement by hog rings or cord every 15 in. or less.

   d. **Fabric and Net Splices**. Locate splices at a fence post with a minimum lap of 6 in. attached in at least 6 places equally spaced, unless otherwise shown under the plans. Do not locate splices in concentrated flow areas.

   Requirements for installation of used temporary sediment-control fence include the following:

- fabric with minimal or no visible signs of biodegradation (weak fibers),
- fabric without excessive patching (more than 1 patch every 15 to 20 ft.),
- posts without bends, and
- backing without holes.

9. **Biodegradable Erosion Control Logs.** Install biodegradable erosion control logs near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the biodegradable erosion control logs into the erosion measures used to control sediment in areas of higher flow. Install, align and locate the biodegradable erosion control logs as specified below, as shown in plans or as directed.

   Secure biodegradable erosion control logs in a method adequate to prevent displacement as a result of normal rain events, prevent damage to the logs, and to the satisfaction of the Engineer such that flow is not allowed under the logs. Temporarily removing and replacing biodegradable erosion logs as to facilitate daily work is allowed at the Contractor's expense.

10. **Vertical Tracking.** Perform vertical tracking on slopes to temporarily stabilize soil. Provide equipment with a track undercarriage capable of producing a linear soil impression measuring a minimum of 12 inches in length by 2 to 4 inches in width by 1/2 to 2 inches in depth. Do not exceed 12 inches between track impressions. Install continuous linear track impressions where the 12 inch length impressions are perpendicular to the slope.

Article 6. E. 2. Maintenance Earthwork for Erosion and Sediment Control for Cleaning and/or Restoring Control Measures is voided and replaced by the following:

Earthwork needed to remove and obliterate of erosion-control features will not be paid for directly but is subsidiary to pertinent Items unless otherwise shown on the plans.

Sprinkling and rolling required by this Item will not be paid for directly, but will be subsidiary to this Item.

Attachment "CONTRACTOR CERTIFICATION OF COMPLIANCE WITH STORM WATER REQUIREMENTS" is voided and not replaced.

SPECIAL SPECIFICATIONS

2004 Specifications

SPECIAL SPECIFICATION

1122

Temporary Erosion, Sedimentation, and Environmental Controls

1. **Description.** Install, maintain, and remove erosion, sedimentation, and environmental control measures to prevent or reduce the discharge of pollutants in accordance with the Storm Water Pollution Prevention Plan (SWP3) as provided in the plans and the Texas Pollutant Discharge Elimination System (TPDES) General Permit TXR150000. Control measures are defined as Best Management Practices used to prevent or reduce the discharge of pollutants. Control measures include but are not limited to rock filter dams, temporary pipe slope drains, temporary paved flumes, construction exits, earthwork for erosion control, pipe, construction perimeter fence, sandbags, temporary sediment control fence, biodegradable erosion control logs, vertical tracking, temporary or permanent seeding, and other measures. Perform work in a manner to prevent degradation of receiving waters, facilitate project construction, and comply with applicable federal, state, and local regulations. Ensure the installation and maintenance of control measures is performed in accordance with the manufacturer's or designer's specifications.

   By signing the Contractor Certification of Compliance, the Contractor certifies they have read and understand the requirements applicable to this project pertaining to the SWP3, the plans, and the TPDES General Permit TXR150000. The Contractor is responsible for any penalties associated with non-performance of installation or maintenance activities required for compliance. Provide the Contractor Certification of Compliance to the Engineer prior to performing earthwork operations. The most current version of the Contractor Certification of Compliance can be found at:

   http://www.txdot.gov/inside-txdot/division/environmental/ems-courses.html.
   A sample of the language has been attached to this specification. Ensure the most current version of the certificate is executed for this project.

2. **Materials.** Furnish materials in accordance with the following:
   - Item 161, "Compost"
   - Item 432, "Riprap"
   - Item 556, "Pipe Underdrains"

A. Rock Filter Dams.

   1. ***Aggregate.*** *Furnish aggregate with hardness, durability, cleanliness, and resistance to crumbling, flaking, and eroding acceptable to the Engineer. Provide the following:*
      - ***Types 1, 2, and 4 Rock Filter Dams.*** *Use 3 to 6 in. aggregate.*
      - ***Type 3 Rock Filter Dams.*** *Use 4 to 8 in. aggregate.*

2. ***Wire.*** *Provide minimum 20 gauge galvanized wire for the steel wire mesh and tie wires for Types 2 and 3 rock filter dams. Type 4 dams require:*
   - *A double-twisted, hexagonal weave with a nominal mesh opening of 2-1/2 in. x 3-1/4 in.;*
   - *Minimum 0.0866 in. steel wire for netting;*
   - *Minimum 0.1063 in. steel wire for selvages and corners; and minimum 0.0866 in. for binding or tie wire.*

3. ***Sandbag Material.*** *Furnish sandbags meeting "Sandbags for Erosion Control," except that any gradation of aggregate may be used to fill the sandbags.*

B. Temporary Pipe Slope Drains. **Provide corrugated metal pipe, polyvinyl chloride (PVC) pipe, flexible tubing, watertight connection bands, grommet materials, prefabricated fittings, and flared entrance sections that conform to the plans. Recycled and other materials meeting these requirements are allowed if approved.**

Furnish concrete in accordance with Item 432, "Riprap."

C. Temporary Paved Flumes. **Furnish asphalt concrete, hydraulic cement concrete, or other comparable non-erodible material that conforms to the plans. Provide rock or rubble with a minimum diameter of 6 in. and a maximum volume of 1/2 cu. ft. for the construction of energy dissipaters.**

D. Construction Exits. **Provide materials that meet the details shown on the plans and this Section.**

1. ***Rock Construction Exit.*** *Provide crushed aggregate for long and short-term construction exits. Furnish aggregates that are clean, hard, durable, and free from adherent coatings such as salt, alkali, dirt, clay, loam, shale, soft or flaky materials and organic and injurious matter. Use 4- to 8-in. aggregate for Type 1 and 2- to 4-in. aggregate for Type 3.*

2. ***Timber Construction Exit.*** *Furnish No. 2 quality or better railroad ties and timbers for long-term construction exits, free of large and loose knots and treated to control rot. Fasten timbers with nuts and bolts or lag bolts, of at least 1/2 in. diameter, unless otherwise shown on the plans or allowed. For short-term exits, provide plywood or pressed wafer board at least 1/2 in. thick.*

3. ***Foundation Course.*** *Provide a foundation course consisting of flexible base, bituminous concrete, hydraulic cement concrete, or other materials as shown on the plans or directed.*

E. Embankment for Erosion Control. **Provide rock, loam, clay, topsoil, or other earth materials that will form a stable embankment to meet the intended use.**

F. Pipe. **Provide pipe outlet material in accordance with Item 556, "Pipe Underdrains," and details shown on the plans.**

G. Construction Perimeter Fence.

1. ***Posts.*** *Provide essentially straight wood or steel posts that are at least 60 in. long. Furnish soft wood posts with a minimum diameter of 3 in. or use 2 x 4 boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 x 1-1/5 in. Furnish T- or L-shaped steel posts with a minimum weight of 1.3 lb. per foot.*

2. ***Fence.*** *Provide orange construction fencing as approved by the Engineer.*

3. ***Fence Wire.*** *Provide 12-1/2 gauge or larger galvanized smooth or twisted wire. Provide 16 gauge or larger tie wire.*

4. ***Flagging.*** *Provide brightly-colored flagging that is fade-resistant and at least 3/4 in. wide to provide maximum visibility both day and night.*

5. ***Staples.*** *Provide staples with a crown at least 1/2 in. wide and legs at least 1/2 in. long.*

6. ***Used Materials.*** *Previously used materials meeting the applicable requirements may be used if accepted by the Engineer.*

H. Sandbags. **Provide sandbag material of polypropylene, polyethylene, or polyamide woven fabric with a minimum unit weight of 4 oz. per square yard, a Mullen burst-strength exceeding 300 psi, and an ultraviolet stability exceeding 70%.**

Use natural coarse sand or manufactured sand meeting the gradation given in Table 1 to fill sandbags. Filled sandbags must be 24 to 30 in. long, 16 to 18 in. wide, and 6 to 8 in. thick.

Table 1
Sand Gradation

Sieve #	Retained (% by Weight)
4	MAXIMUM 3%
100	MINIMUM 80%
200	MINIMUM 95%

Aggregate may be used in lieu of sand for situations where sandbags are not adjacent to traffic. The aggregate size shall not exceed 3/8 in.

I. Temporary Sediment Control Fence. **Provide a net-reinforced fence using woven geo-textile fabric. Logos visible to the traveling public will not be allowed.**

1. ***Fabric.*** *Provide fabric materials in accordance with DMS-6230, "Temporary Sediment Control Fence Fabric."*

2. ***Posts.*** *Provide essentially straight wood or steel posts with a minimum length of 48 in., unless otherwise shown on the plans. Soft wood posts must be at least 3 in. in diameter or nominal 2 x 4in. Hardwood posts must have a minimum cross-section of 1-1/2 x 1-1/2 in. T- or L-shaped steel posts must have a minimum weight of 1.3 lb. per foot.*

3. ***Net Reinforcement.*** *Provide net reinforcement of at least 12-1/2 gauge galvanized welded wire mesh, with a maximum opening size of 2 x 4 in., at least 24 in. wide, unless otherwise shown on the plans.*

4. ***Staples.*** *Provide staples with a crown at least 3/4 in. wide and legs 1/2 in. long.*

5. ***Used Materials.*** *Use recycled material meeting the applicable requirements if accepted by the Engineer.*

J. Biodegradable Erosion Control Logs.

1. **Core Material.** Furnish core material that is biodegradable or recyclable. Except where specifically called out in plans, material may be compost, mulch, aspen excelsior wood fibers, chipped site vegetation, agricultural rice or wheat straw, coconut fiber, 100% recyclable fibers, or any other acceptable material. No more than 5% of the material is permitted to escape from the containment mesh. Furnish compost meeting the requirements of Item 161, "Compost."

2. **Containment Mesh.** Furnish containment mesh that is 100% biodegradable, photodegradable or recyclable such as burlap, twine, UV photodegradable plastic, polyester, or any other acceptable material.

   a. Furnish biodegradable or photodegradable containment mesh when log will remain in place as part of a vegetative system.

   b. Furnish recyclable containment mesh for temporary installations.

3. **Size.** Furnish biodegradable erosion control logs with diameters shown on the plans or as directed. Stuff containment mesh densely so logs do not deform.

3. Qualifications, Training, and Employee Requirements.

A. **Contractor Responsible Person Environmental (CRPe) Qualifications and Responsibilities.** Provide and designate in writing at the preconstruction conference a CRPe who has overall responsibility for the storm water management program. The CRPe will identify and implement storm water and erosion control practices; will oversee and observe storm water control measure monitoring and management; will monitor the project site daily to ensure compliance with the SWP3 and TPDES General Permit TXR150000; and will document daily monitoring reports and provide the reports to the Department within 48 hours. The CRPe will provide recommendations to the Engineer on how to improve the effectiveness of control measures. Attend the Department's preconstruction conference for the project. Administer the training identified in Article 3.C. *Training.* Document and submit a list to the Engineer of employees who have completed the training. The list should include the employee's name, the training course name, and date the employee completed the training. Provide the most current list to the Engineer at the preconstruction conference or prior to earth disturbing activities. Maintain the list as needed and make available for inspection.

B. **Contractor Superintendent Qualifications and Responsibilities.** Provide a superintendent that is competent and has experience with and knowledge of storm water management and is knowledgeable of the requirements and the conditions of the TPDES General Permit TXR150000. The superintendent is responsible for managing and overseeing the day to day operations and activities at the project site; working with the CRPe to provide effective storm water management at the project site; representing and acting on-behalf of the Contractor; and attending the Department's preconstruction conference for the project.

C. **Training**. All Contractor and subcontractor employees directly involved in the earthwork activities, small or large structures, storm water control measures, and seeding activities are required to complete the training identified by the Department prior to working in the right of way. Training may take place at a location at the discretion of the Contractor.

4. Construction.

B. Contractor Responsibilities. Implement the SWP3 for the project site in accordance with in accordance with the plans and specifications, TPDES General Permit TXR150000, and as directed by the Engineer. Coordinate storm water management with all other work on the project. Develop and implement an SWP3 for project-specific material supply plants within and outside of the Department's right of way in accordance with the specific or general storm water permit requirements. Prevent water pollution from storm water associated with construction activity from entering any surface water or private property on or adjacent to the project site.

B. **Implementation.** The CRPe, or an alternate, must be accessible by phone and able to respond to storm water management emergencies 24 hours per day.

1. **Commencement.** Implement the SWP3 as shown and as directed. Contractor proposed recommendations for changes will be allowed as approved. Conform to the established guidelines in the TPDES General Permit TXR150000 to make changes. Do not implement changes until approval has been received and changes have been incorporated into the plans by the Engineer. Minor adjustments to meet field conditions are allowed and will be recorded by the Engineer in the SWP3.

2. **Phasing.** Implement control measures prior to the commencement of activities that result in soil disturbance. Phase and minimize the soil disturbance to the areas shown on the plans. Coordinate temporary control measures with permanent control measures and all other work activities on the project to assure economical, effective, safe, continuous water pollution prevention. Provide control measures that are appropriate to the construction means, methods, and sequencing allowed by the Contract. Exercise precaution throughout the life of the project to prevent pollution of ground waters and surface waters. Schedule and perform clearing and grubbing operations so that stabilization measures will follow immediately thereafter if project conditions permit. Bring all grading sections to final grade as soon as possible and implement temporary and permanent control measures at the earliest time possible. Implement temporary control measures when required by the TPDES General Permit TXR150000 or otherwise necessitated by project conditions.
Do not prolong final grading and shaping. Preserve vegetation where possible throughout the project and minimize clearing, grubbing, and excavation within stream banks, bed, and approach sections.

C. General.

5. **Temporary Alterations or Control Measure Removal.** Altering or removal of control measures is allowed when control measures are restored within the same working day.

6. **Stabilization.** Initiate stabilization for disturbed areas no more than 14 days after the construction activities in that portion of the site has temporarily or permanently ceased. Establish a uniform vegetative cover or utilize another stabilization practice in accordance with the TPDES General Permit TXR150000.

7. **Finished Work.** Upon the Engineer's acceptance of vegetative cover or other stabilization practice, remove and dispose of all temporary control measures unless otherwise directed. Complete soil disturbing activities and establish a uniform perennial vegetative cover. A project will not be considered for acceptance until a vegetative cover of 70% density of existing adjacent undisturbed areas is obtained or equivalent permanent stabilization is obtained in accordance with the TPDES General Permit TXR150000. An exception will be allowed in arid areas as defined in the TPDES General Permit TXR150000.

8. **Restricted Activities and Required Precautions.** Do not discharge onto the ground or surface waters any pollutants such as chemicals, raw sewage, fuels, lubricants, coolants,

hydraulic fluids, bitumens, or any other petroleum product. Operate and maintain equipment on site in a manner as to prevent actual or potential water pollution. Manage, control, and dispose of litter on site such that no adverse impacts to water quality occur. Prevent dust from creating a potential or actual unsafe condition, public nuisance, or condition endangering the value, utility, or appearance of any property. Wash out concrete trucks only as described in the TPDES General Permit TXR150000. Utilize appropriate controls to minimize the offsite transport of suspended sediments and other pollutants if it is necessary to pump or channel standing water (i.e. dewatering). Prevent discharges that would contribute to a violation of Edwards Aquifer Rules, water quality standards, the impairment of a listed water body, or other state or federal law.

D. Installation, Maintenance, and Removal Work. Perform work in accordance with the SWP3, according to manufacturers' guidelines, and in accordance with the TPDES General Permit TXR150000. Install and maintain the integrity of temporary erosion and sedimentation control devices to accumulate silt and debris until earthwork construction and permanent erosion control features are in place or the disturbed area has been adequately stabilized as determined by the Engineer.

The Department will inspect and document the condition of the control measures at the frequency shown on the plans and will provide the Construction SWP3 Field Inspection and Maintenance Reports to the Contractor. Make corrections as soon as possible before the next anticipated rain event or within 7 calendar days after being able to enter the work site for each control measure.
The only acceptable reason for not accomplishing the corrections with the time frame specified is when site conditions are "Too Wet to Work". If a correction is deemed critical by the Engineer, immediate action is required. When corrections are not made within the established time frame, all work will cease on the project and time charges will continue while the control measures are brought into compliance. Once the Engineer reviews and documents the project is in compliance, work may commence. Commencing work does not release the contractor of the liability for noncompliance of the SWP3, plans, or TPDES General Permit TXR150000.

The Engineer may limit the disturbed area if in the opinion of the Engineer the Contractor cannot control soil erosion and sedimentation resulting from the Contractor's operations. Implement additional controls as directed.

Remove devices upon approval or as directed. Upon removal, finish-grade and dress the area. Stabilize disturbed areas in accordance with the permit, and as shown on the plans or directed. The Contractor retains ownership of stockpiled material and must remove it from the project when new installations or replacements are no longer required.

2. Rock Filter Dams for Erosion Control. Remove trees, brush, stumps, and other objectionable material that may interfere with the construction of rock filter dams. Place sandbags as a foundation when required or at the Contractor's option.

For Types 1, 2, 3, and 5, place the aggregate to the lines, height, and slopes specified, without undue voids. For Types 2 and 3, place the aggregate on the mesh and then fold the mesh at the upstream side over the aggregate and secure it to itself on the

downstream side with wire ties, or hog rings, or as directed. Place rock filter dams perpendicular to the flow of the stream or channel unless otherwise directed. Construct filter dams according to the following criteria, unless otherwise shown on the plans:

a. **Type 1 (Non-reinforced).**

(1) **Height.** At least 18 in. measured vertically from existing ground to top of filter dam.

(2) **Top Width.** At least 2 ft.

(3) **Slopes.** At most 2:1.

b. **Type 2 (Reinforced).**

(1) **Height.** At least 18 in. measured vertically from existing ground to top of filter dam.

(2) **Top Width.** At least 2 ft.

(3) **Slopes.** At most 2:1.

c. **Type 3 (Reinforced).**

(1) **Height.** At least 36 in. measured vertically from existing ground to top of filter dam.

(2) **Top Width.** At least 2 ft.

(3) **Slopes.** At most 2:1.

d. **Type 4 (Sack Gabions).** Unfold sack gabions and smooth out kinks and bends. For vertical filling, connect the sides by lacing in a single loop–double loop pattern on 4- to 5-in. spacing. At one end, pull the end lacing rod until tight, wrap around the end, and twist 4 times. At the filling end, fill with stone, pull the rod tight, cut the wire with approximately 6 in. remaining, and twist wires 4 times.

For horizontal filling, place sack flat in a filling trough, fill with stone, and connect sides and secure ends as described above.

Lift and place without damaging the gabion. Shape sack gabions to existing contours.

e. **Type 5.** Provide rock filter dams as shown on the plans.

5. **Temporary Pipe Slope Drains.** Install pipe with a slope as shown on the plans or as directed. Construct embankment for the drainage system in 8-in. lifts to the required elevations. Hand-tamp the soil around and under the entrance section to the top of the

embankment as shown on the plans or as directed. Form the top of the embankment or earth dike over the pipe slope drain at least 1 ft. higher than the top of the inlet pipe at all points. Secure the pipe with hold-downs or hold-down grommets spaced a maximum of 10 ft. on center. Construct the energy dissipaters or sediment traps as shown on the plans or as directed. Construct the sediment trap using concrete or rubble riprap in accordance with Item 432, "Riprap," when designated on the plans.

6. **Temporary Paved Flumes.** Construct paved flumes as shown on the plans or as directed. Provide excavation and embankment (including compaction of the subgrade) of material to the dimensions shown on the plans, unless otherwise indicated. Install a rock or rubble riprap energy dissipater, constructed from the materials specified above to a minimum depth of 9 in. at the flume outlet to the limits shown on the plans or as directed.

7. **Construction Exits.** When tracking conditions exist, prevent traffic from crossing or exiting the construction site or moving directly onto a public roadway, alley, sidewalk, parking area, or other right of way areas other than at the location of construction exits. Construct exits for either long or short-term use.

   a. **Long-Term.** Place the exit over a foundation course, if necessary. Grade the foundation course or compacted subgrade to direct runoff from the construction exits to a sediment trap as shown on the plans or as directed. 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.

      (1) **Type 1.** Construct to a depth of at least 8 in. using crushed aggregate as shown on the plans or as directed.

      (2) **Type 2.** Construct using railroad ties and timbers as shown on the plans or as directed.

   b. Short-Term.

      (1) **Type 3.** Construct using crushed aggregate, plywood, or wafer board. This type of exit may be used for daily operations where long-term exits are not practical.

      (2) **Type 4.** Construct as shown on the plans or as directed.

11. **Earthwork for Erosion Control.** Perform excavation and embankment operations to minimize erosion and to remove collected sediments from other erosion control devices.

   c. **Excavation and Embankment for Erosion Control Features.** Place earth dikes, swales, or combinations of both along the low crown of daily lift placement, or as directed, to prevent runoff spillover. Place swales and dikes at other locations as shown on the plans or as directed to prevent runoff spillover or to divert runoff. Construct cuts with the low end blocked with undisturbed earth to prevent erosion of

hillsides. Construct sediment traps at drainage structures in conjunction with other erosion control measures as shown on the plans or as directed.

Where required, create a sediment basin providing 3,600 cu. ft. of storage per acre drained, or equivalent control measures for drainage locations that serve an area with 10 or more disturbed acres at one time, not including offsite areas.

d. **Excavation of Sediment and Debris.** Remove sediment and debris when accumulation affects the performance of the devices, after a rain, and when directed.

12. **Construction Perimeter Fence.** Construct, align, and locate fencing as shown on the plans or as directed.

b. **Installation of Posts.** Embed posts 18 in. deep or adequately anchor in rock, with a spacing of 8 to 10 ft.

b. **Wire Attachment.** Attach the top wire to the posts at least 3 ft. from the ground. Attach the lower wire midway between the ground and the top wire.

c. **Flag Attachment.** Attach flagging to both wire strands midway between each post. Use flagging at least 18 in. long. Tie flagging to the wire using a square knot.

13. **Sandbags for Erosion Control.** Construct a berm or dam of sandbags that will intercept sediment-laden storm water runoff from disturbed areas, create a retention pond, detain
sediment, and release water in sheet flow. Fill each bag with sand so that at least the top 6 in. of the bag is unfilled to allow for proper tying of the open end. Place the sandbags with their tied ends in the same direction. Offset subsequent rows of sandbags 1/2 the length of the preceding row. Place a single layer of sandbags downstream as a secondary debris trap. Place additional sandbags as necessary or as directed for supplementary support to berms or dams of sandbags or earth.

14. **Temporary Sediment-Control Fence.** Provide temporary sediment-control fence near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the fence into erosion-control measures used to control sediment in areas of higher flow. Install the fence as shown on the plans, as specified in this Section, or as directed.

a. **Installation of Posts.** Embed posts at least 18 in. deep, or adequately anchor, if in rock, with a spacing of 6 to 8 ft. and install on a slight angle toward the run-off source.

b. **Fabric Anchoring.** Dig trenches along the uphill side of the fence to anchor 6 to 8 in. of fabric. Provide a minimum trench cross-section of 6 x 6 in. Place the fabric against the side of the trench and align approximately 2 in of fabric along the bottom in the upstream direction. Backfill the trench, then hand-tamp.

c. **Fabric and Net Reinforcement Attachment.** Unless otherwise shown under the plans, attach the reinforcement to wooden posts with staples, or to steel posts with T-

clips, in at least 4 places equally spaced. Sewn vertical pockets may be used to attach reinforcement to end posts. Fasten the fabric to the top strand of reinforcement by hog rings or cord every 15 in. or less.

d. Fabric and Net Splices. Locate splices at a fence post with a minimum lap of 6 in. attached in at least 6 places equally spaced, unless otherwise shown under the plans. Do not locate splices in concentrated flow areas.

Requirements for installation of used temporary sediment-control fence include the following:

- fabric with minimal or no visible signs of biodegradation (weak fibers),
- fabric without excessive patching (more than 1 patch every 15 to 20 ft.),
- posts without bends, and
- backing without holes.

15. Biodegradable Erosion Control Logs. Install biodegradable erosion control logs near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the biodegradable erosion control logs into the erosion measures used to control sediment in areas of higher flow. Install, align and locate the biodegradable erosion control logs as specified below, as shown in plans or as directed.

Secure biodegradable erosion control logs in a method adequate to prevent displacement as a result of normal rain events, prevent damage to the logs, and to the satisfaction of the Engineer such that flow is not allowed under the logs. Temporarily removing and replacing biodegradable erosion logs as to facilitate daily work is allowed at the Contractor's expense.

16. Vertical Tracking. Perform vertical tracking on slopes to temporarily stabilize soil. Provide equipment with a track undercarriage capable of producing a linear soil impression measuring a minimum of 12 inches in length by 2 to 4 inches in width by 1/2 to 2 inches in depth. Do not exceed 12 inches between track impressions. Install continuous linear track impressions where the 12 inch length impressions are perpendicular to the slope.

E. Monitoring and Documentation. Monitor the control measures on a daily basis. Monitoring will consist of, but is not limited to, observing, inspecting, and documenting site locations with control measures and discharge points to provide maintenance and inspection of controls as described in the SWP3. Keep written records of daily monitoring. Document in the daily monitoring report the control measure condition, the date of inspection, required corrective actions, responsible person for making the corrections, and the date corrective actions were completed. Maintain records of all monitoring reports at the project site or at a place approved by the Engineer. Provide copies to the Engineer. Together, the CRPe and an Engineer's representative will complete the Construction Stage Gate Checklist on a periodic basis as determined by the Engineer.

5. Measurement.

A. **Rock Filter Dams.** Installation or removal of rock filter dams will be measured by the foot or by the cubic yard. The measured volume will include sandbags, when used.

1. **Linear Measurement.** When rock filter dams are measured by the foot, measurement will be along the centerline of the top of the dam.

2. **Volume Measurement.** When rock filter dams are measured by the cubic yard, measurement will be based on the volume of rock computed by the method of average end areas.

a. Installation. Measurement will be made in final position.

b. Removal. Measurement will be made at the point of removal.

B. **Temporary Pipe Slope Drains.** Temporary pipe slope drains will be measured by the foot.

C. **Temporary Paved Flumes.** Temporary paved flumes will be measured by the square yard of surface area. The measured area will include the energy dissipater at the flume outlet.

D. **Construction Exits.** Construction exits will be measured by the square yard of surface area.

E. **Earthwork for Erosion and Sediment Control.**

1. **Equipment and Labor Measurement.** Equipment and labor used will be measured by the actual number of hours the equipment is operated and the labor is engaged in the work.

2. **Volume Measurement.**

a. In Place.

(1) Excavation. Excavation will be measured by the cubic yard in its original position and the volume computed by the method of average end areas.

(2) Embankment. Embankment will be measured by the cubic yard in its final position by the method of average end areas. The volume of embankment will be determined between:

- the original ground surfaces or the surface upon that the embankment is to be constructed for the feature and
- the lines, grades and slopes of the accepted embankment for the feature.

b. In Vehicles. Excavation and embankment quantities will be combined and paid for under "Earthwork (Erosion and Sediment Control, In Vehicle)." Excavation will be measured by the cubic yard in vehicles at the point of removal. Embankment will be

measured by the cubic yard in vehicles measured at the point of delivery. Shrinkage or swelling factors will not be considered in determining the calculated quantities.

F. **Construction Perimeter Fence.** Construction perimeter fence will be measured by the foot.

G. **Sandbags for Erosion Control.** Sandbags will be measured as each sandbag or by the foot along the top of sandbag berms or dams.

H. **Temporary Sediment-Control Fence.** Installation or removal of temporary sediment-control fence will be measured by the foot.

I. **Biodegradable Erosion Control Logs.** Installation or removal of biodegradable erosion control logs will be measured by the linear foot along the centerline of the top of the control logs.

J. **Vertical Tracking.** Vertical tracking will not be measured or paid for directly but is considered subsidiary to this Item.

6. **Payment.** The following will not be paid for directly but are subsidiary to pertinent Items:

- erosion-control measures for Contractor project-specific locations (PSLs) inside and outside the right of way (such as construction and haul roads, field offices, equipment and supply areas, plants, and material sources);
- removal of litter; unless a separate pay item is shown in the plans.
- repair to devices and features damaged by Contractor operations;
- added measures and maintenance needed due to negligence, carelessness, lack of maintenance, and failure to install permanent controls;
- removal and reinstallation of devices and features needed for the convenience of the Contractor;
- finish grading and dressing upon removal of the device; and
- minor adjustments including but not limited to plumbing posts, reattaching fabric, minor grading to maintain slopes on an erosion embankment feature, or moving small numbers of sandbags.

Stabilization of disturbed areas will be paid for under pertinent Items.

Furnishing and installing pipe for outfalls associated with sediment traps and ponds will not be paid for directly but is subsidiary to the excavation and embankment under this Item.

A. **Rock Filter Dams.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

1. **Installation.** Installation will be paid for as "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

2. **Removal.** Removal will be paid for as "Rock Filter Dams (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

When the Engineer directs that the rock filter dam installation or portions thereof be replaced, payment will be made at the unit price bid for "Rock Filter Dams (Remove)" and for "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

B. **Temporary Pipe Slope Drains.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Pipe Slope Drains" of the size specified. This price is full compensation for furnishing materials, removal and disposal, furnishing and operating equipment, labor, tools, and incidentals.

Removal of temporary pipe slope drains will not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the pipe slope drain installation or portions thereof be replaced, payment will be made at the unit price bid for "Temporary Pipe Slope Drains" of the size specified, which is full compensation for the removal and reinstallation of the pipe drain.

Earthwork required for the pipe slope drain installation, including construction of the sediment trap, will be measured and paid for under "Earthwork for Erosion and Sediment Control."

Riprap concrete or stone, when used as an energy dissipater or as a stabilized sediment trap, will be measured and paid for in accordance with Item 432, "Riprap."

C. **Temporary Paved Flumes.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Paved Flume (Install)" or "Temporary Paved Flume (Remove)." This price is full compensation for furnishing and placing materials, removal and disposal, equipment, labor, tools, and incidentals.

When the Engineer directs that the paved flume installation or portions thereof be replaced, payment will be made at the unit prices bid for "Temporary Paved Flume (Remove)" and "Temporary Paved Flume (Install)." These prices are full compensation for the removal and replacement of the paved flume and for equipment, labor, tools, and incidentals.

Earthwork required for the paved flume installation, including construction of a sediment trap, will be measured and paid for under "Earthwork for Erosion and Sediment Control."

D. **Construction Exits.** Contractor-required construction exits from off right of way locations or on-right of way PSLs will not be paid for directly but are subsidiary to pertinent Items.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" for construction exits needed on right of way access to work areas required by the Department will be paid for at the unit price bid for "Construction

Exits (Install)" of the type specified or "Construction Exits (Remove)." This price is full compensation for furnishing and placing materials, excavating, removal and disposal, cleaning vehicles, labor, tools, and incidentals.

When the Engineer directs that a construction exit or portion thereof be removed and replaced, payment will be made at the unit prices bid for "Construction Exit (Remove)" and "Construction Exit (Install)" of the type specified. These prices are full compensation for the removal and replacement of the construction exit and for equipment, labor, tools, and incidentals.

Construction of sediment traps used in conjunction with the construction exit will be measured and paid for under "Earthwork for Erosion and Sediment Control."

E. Earthwork for Erosion and Sediment Control.

1. **Initial Earthwork for Erosion and Sediment Control.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Excavation (Erosion and Sediment Control, In Place)", "Embankment (Erosion and Sediment Control, In Place)", "Excavation (Erosion and Sediment Control, In Vehicle)", "Embankment (Erosion and Sediment Control, In Vehicle)", or "Earthwork (Erosion and Sediment Control, In Vehicle)".

   This price is full compensation for excavation and embankment including hauling, disposal of material not used elsewhere on the project; embankments including furnishing material from approved sources and construction of erosion-control features; equipment, labor; tools, and incidentals.

   Sprinkling and rolling required by this Item will not be paid for directly, but will be subsidiary to this Item.

3. **Maintenance Earthwork for Erosion and Sediment Control for Cleaning and/or Restoring Control Measures.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for by a Contractor Force Account Item.

   This price is full compensation for excavation, embankment, and re-grading including removal of accumulated sediment in various erosion control installations as directed, hauling, and disposal of material not used elsewhere on the project; excavation for construction of erosion-control features; embankments including furnishing material from approved sources and construction of erosion-control features; and equipment, labor; tools, and incidentals.

   Earthwork needed to remove and obliterate of erosion-control features will not be paid for directly but is subsidiary to pertinent Items unless otherwise shown on the plans.

   Sprinkling and rolling required by this Item will not be paid for directly, but will be subsidiary to this Item.

F. **Construction Perimeter Fence.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Construction Perimeter Fence." This price is full compensation for furnishing and placing the fence; digging, fence posts, wire, and flagging; removal and disposal; and materials, equipment, labor, tools, and incidentals.

Removal of construction perimeter fence will be not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the perimeter fence installation or portions thereof be removed and replaced, payment will be made at the unit price bid for "Construction Perimeter Fence," which is full compensation for the removal and reinstallation of the construction perimeter fence.

G. **Sandbags for Erosion Control.** Sandbags will be paid for at the unit price bid for "Sandbags for Erosion Control" (of the height specified when measurement is by the foot). This price is full compensation for materials, placing sandbags, removal and disposal, equipment, labor, tools, and incidentals.

Removal of sandbags will not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the sandbag installation or portions thereof be replaced, payment will be made at the unit price bid for "Sandbags for Erosion Control," which is full compensation for the reinstallation of the sandbags.

H. **Temporary Sediment-Control Fence.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

1. **Installation.** Installation will be paid for as "Temporary Sediment-Control Fence (Install)." This price is full compensation for furnishing and operating equipment finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

2. **Removal.** Removal will be paid for as "Temporary Sediment-Control Fence (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

I. **Biodegradable Erosion Control Logs.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

1. **Installation.** Installation will be paid for as "Biodegradable Erosion Control Logs (Install)" of the size specified. This price is full compensation for furnishing and operating equipment finish backfill and grading, staking, proper disposal, labor, materials, tools, and incidentals.

2. **Removal.** Removal will be paid for as "Biodegradable Erosion Control Logs (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

J. Vertical Tracking. Vertical tracking will not be measured or paid for directly but is considered subsidiary to this Item.

CONTRACTOR CERTIFICATION OF COMPLIANCE WITH STORM WATER REQUIREMENTS

I, _____ certify that I am the duly appointed representative of the Contractor with authority to make this Contractor certification. I have read and understand the requirements applicable to this project pertaining to storm water discharge authorization under Texas Pollutant Discharge Elimination System (TPDES) General Permit (GP) TXR150000. The Contractor agrees to comply with the terms of the permit that are expressly stated in the contract documents as being the responsibility of the Contractor. I have read and understand the Storm Water Pollution Prevention Plan (SWP3) developed by the Department for this project. The Contractor agrees it will be implemented prior to construction according to permit requirements and the contract documents. I understand that failure to comply with the terms of the permit that are expressly stated in the contract documents, plans, and specifications as being the responsibility of the Contractor may result in civil penalties.

The Contractor acknowledges its responsibility to satisfy the following requirements:

- Implement the SWP3 for the project in accordance with the plans and specifications and the TPDES GP TXR150000.
- Install and maintain control measures on the project in accordance with the manufacturer's or designer's specifications.
- Collaborate with the Department for joint monitoring of best management practices (BMPs) on a regular basis to verify that BMPs are performing as intended in accordance with the plans and specifications and with TPDES GP TXR150000.
- Collaborate with the Department for joint identification of BMP maintenance needs and carry out such maintenance in accordance with the plans and specifications, TPDES GP TXR150000 and as directed by the Engineer.
- Repair the integrity of any BMP as directed by the Engineer as soon as reasonably possible.
- If appropriate, recommend changes needed in the SWP3 to the Engineer in order to prevent, to the extent practicable, water pollution associated with construction activities from entering any surface water or private property on or adjacent to the project site by storm water discharges.
- Stabilize disturbed areas, as soon as practicable, in accordance with the TPDES GP TXR150000 and as directed by the Engineer.
- If applicable, obtain appropriate authorizations for activities associated with any Project Specific Location under the authority of the Contractor and provide appropriate documentation of compliance to the Engineer.
- Satisfy any other responsibility indicated in the contract documents that are expressly stated as the responsibility of the Contractor.

Signature and Title: _____

Date: _____

SAMPLE

SPECIAL SPECIFICATION

3267
Dense-Graded Hot-Mix Asphalt (Small Quantity)

5000.1. Description. Construct a hot-mix asphalt (HMA) pavement layer composed of a compacted, dense-graded mixture of aggregate and asphalt binder mixed hot in a mixing plant. This specification is intended for small quantity (SQ) HMA projects, typically under 5,000 tons total production.

5000.2. Materials. Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications.

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

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

1. **Coarse Aggregate.** Coarse aggregate stockpiles must have no more than 20% material passing the No. 8 sieve. Aggregate from sources listed in the Department's *Bituminous Rated Source Quality Catalog* (BRSQC) located at http://www.txdot.gov/business/resources/producer-list.html are preapproved for use.

For sources not listed on the Department's BRSQC:

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

Use only the rated values for hot mix listed in the BRSQC. Rated values for surface treatment (ST) do not apply to coarse aggregate sources used in hot mix. Provide aggregate from non-listed sources only when tested by the Engineer and approved before use. Allow 30 calendar days for the Engineer to sample, test, and report results for non-listed sources.

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

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

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

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

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

If 10% or more of the stockpile is retained on the No. 4 sieve, test the stockpile and verify that it meets the requirements in Table 1 for coarse aggregate angularity (Tex-460-A) and flat and elongated particles (Tex-280-F).

3. **Fine Aggregate.** Fine aggregates consist of manufactured sands, screenings, and field sands. Fine aggregate stockpiles must meet the gradation requirements in Table 2. Supply fine aggregates that are free from organic impurities. The Engineer may test the fine aggregate in accordance with Tex-408-A to verify the material is free from organic impurities. At most 15% of the total aggregate may be field sand or other uncrushed fine aggregate. With the exception of field sand, use fine aggregate from coarse aggregate sources that meet the requirements shown in Table 1 unless otherwise approved.
If 10% or more of the stockpile is retained on the No. 4 sieve, test the stockpile and verify that it meets the requirements in Table 1 for coarse aggregate angularity (Tex-460-A) and flat and elongated particles (Tex-280-F).

Table 1
Aggregate Quality Requirements

Property	Test Method	Requirement
Coarse Aggregate		
SAC	AQMP	As shown on plans
Deleterious material, %, max	Tex-217-F, Part I	1.5
Decantation, %, max	Tex-217-F, Part II	1.5
Micro-Deval abrasion, %, max	Tex-461-A	Note 1
Los Angeles abrasion, %, max	Tex-410-A	40
Magnesium sulfate soundness, 5 cycles, %, max	Tex-411-A	30
Coarse aggregate angularity, 2 crushed faces, %, min	Tex-460-A, Part I	85[2]
Flat and elongated particles @ 5:1, %, max	Tex-280-F	10
Fine Aggregate		
Linear shrinkage, %, max	Tex-107-E	3
Combined Aggregate[3]		
Sand equivalent, %, min	Tex-203-F	45

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

Table 2
Gradation Requirements for Fine Aggregate

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

B. Mineral Filler. Mineral filler consists of finely divided mineral matter, such as agricultural lime, crusher fines, hydrated lime, or fly ash. Mineral filler is allowed unless otherwise shown on the plans.
Do not use more than 2% mineral hydrated lime unless otherwise shown on the plans. If a substitute binder is used, do not use more than 1% hydrated lime unless otherwise shown on the plans or allowed by the Engineer. Test all mineral fillers except hydrated lime and

fly ash in accordance with Tex-107-E to ensure specification compliance. The plans may require or disallow specific mineral fillers. When used, provide mineral filler that:

- is sufficiently dry, free-flowing, and free from clumps and foreign matter;
- does not exceed 3% linear shrinkage when tested in accordance with Tex-107-E; and
- meets the gradation requirements in Table 3.

Table 3
Gradation Requirements for Mineral Filler

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

C. Baghouse Fines. Fines collected by the baghouse or other dust-collecting equipment may be reintroduced into the mixing drum.

D. Asphalt Binder. Furnish the type and grade of performance-graded (PG) asphalt specified on the plans.

E. Tack Coat. Furnish CSS-1H, SS-1H, or a PG binder with a minimum high-temperature grade of PG 58 for tack coat binder in accordance with Item 300, "Asphalts, Oils, and Emulsions." Specialized or preferred tack coat materials may be allowed by the Engineer or required when shown on the plans. Do not dilute emulsified asphalts at the terminal, in the field, or at any other location before use.

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

F. Additives. Use the type and rate of additive specified when shown on the plans. Other additives that facilitate mixing, compaction, or improve the quality of the mixture may be allowed when approved. Provide the Engineer with documentation such as the bill of lading showing the quantity of additives used in the project unless otherwise directed.

1. **Lime and Liquid Antistripping Agent.** When lime or a liquid antistripping agent is used, add in accordance with Item 301, "Asphalt Antistripping Agents." Do not add lime directly into the mixing drum of any plant where lime is removed through the exhaust stream unless the plant has a baghouse or dust collection system that reintroduces the lime into the drum.

2. **Warm Mix Asphalt (WMA).** Warm Mix Asphalt (WMA) is defined as HMA that is produced within a target temperature discharge range of 215°F and 275°F using Department-approved WMA additives or processes. The Department's Material Producer List of WMA additives and processes is located at http://www.txdot.gov/business/resources/producer-list.html.

   WMA is allowed for use on all projects and is required when shown on plans. The maximum placement or target discharge temperature for WMA may be set at a value less than 275°F when shown on the plans.

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

G. Recycled Materials. Use of RAP and RAS is permitted unless otherwise shown on the plans. Do not exceed the maximum allowable percentages of RAP and RAS shown in Table 4. The allowable percentages shown in Table 4 may be decreased or increased

when shown on the plans. Determine asphalt content and gradation of the RAP and RAS stockpiles for mixture design purposes in accordance with Tex-236-F. The Engineer may verify the asphalt content of the stockpiles at any time during production. Perform other tests on RAP and RAS when shown on the plans. Asphalt binder from RAP and RAS is designated as recycled asphalt binder. When RAP or RAS is used, calculate and ensure that the ratio of the recycled asphalt binder to total binder does not exceed the percentages shown in Table 5 during mixture design and HMA production. During HMA production, use a separate cold feed bin for each stockpile of RAP and RAS.
Surface, intermediate, and base mixes referenced in Tables 4 and 5 are defined as follows:

- "Surface" mixes are the final lift or riding surface of the pavement structure;
- Intermediate" mixes are non-surface mixtures placed less than or equal to 8 inches from the riding surface; and
- "Base" mixes are non-surface mixtures placed greater than 8 inches from the riding surface.

1. **RAP**. RAP is salvaged, milled, pulverized, broken, or crushed asphalt pavement. Crush or break RAP so that 100% of the particles pass the 2 in. sieve.
Use of Contractor-owned RAP including HMA plant waste is permitted unless otherwise shown on the plans. Department-owned RAP stockpiles are available for the Contractor's use when the stockpile locations are shown on the plans. If Department-owned RAP is available for the Contractor's use, the Contractor may use Contractor-owned fractionated RAP and replace it with an equal quantity of Department-owned RAP. This allowance does not apply to a Contractor using unfractionated RAP. Department-owned RAP generated through required work on the Contract is available for the Contractor's use when shown on the plans. Perform any necessary tests to ensure Contractor- or Department-owned RAP is appropriate for use. The Department will not perform any tests or assume any liability for the quality of the Department-owned RAP unless otherwise shown on the plans. The Contractor will retain ownership of RAP generated on the project when shown on the plans.
Fractionated RAP is defined as having two or more RAP stockpiles, divided into coarse and fine fractions.
The coarse RAP stockpile will contain only material retained by processing over a 3/8 in. screen or 1/2 in. screen unless otherwise approved. The fine RAP stockpile will contain only material passing the 3/8 in. screen or 1/2 in. screen unless otherwise approved. The Engineer may allow the Contractor to use an alternate to the 3/8 in. screen or 1/2 in. screen to fractionate the RAP. The maximum percentages of fractionated RAP may be comprised of coarse or fine fractionated RAP or the combination of both coarse and fine fractionated RAP.
Do not use Department- or Contractor-owned RAP contaminated with dirt or other objectionable materials. Do not use Department- or Contractor-owned RAP if the decantation value exceeds 5% and the plasticity index is greater than 8. Test the stockpiled RAP for decantation in accordance with Tex-406-A, Part I. Determine the plasticity index in accordance with Tex-106-E if the decantation value exceeds 5%. The decantation and plasticity index requirements do not apply to RAP samples with asphalt removed by extraction or ignition.
Do not intermingle Contractor-owned RAP stockpiles with Department-owned RAP stockpiles. Remove unused Contractor-owned RAP material from the project site upon completion of the project. Return unused Department-owned RAP to the designated stockpile location.

Table 4
Maximum Allowable Amounts of RAP[1]

Maximum Allowable Fractionated RAP[2] (%)			Maximum Allowable Unfractionated RAP[3] (%)		
Surface	Intermediate	Base	Surface	Intermediate	Base
20.0	30.0	40.0	10.0	10.0	10.0

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

2. **RAS.** Use of post-manufactured RAS or post-consumer RAS (tear-offs) is permitted unless otherwise shown on the plans. Up to 5% RAS may be used separately or as a replacement for fractionated RAP in accordance with Table 4 and Table 5. RAS is defined as processed asphalt shingle material from manufacturing of asphalt roofing shingles or from re-roofing residential structures. Post-manufactured RAS is processed manufacturer's shingle scrap by-product. Post-consumer RAS is processed shingle scrap removed from residential structures. Comply with all regulatory requirements stipulated for RAS by the Texas Commission on Environmental Quality (TCEQ). RAS may be used separately or in conjunction with RAP. Process the RAS by ambient grinding or granulating such that 100% of the particles pass the 3/8 in. sieve when tested in accordance with Tex-200-F, Part I. Perform a sieve analysis on processed RAS material prior to extraction (or ignition) of the asphalt.
Add sand meeting the requirements of Table 1 and Table 2 or fine RAP to RAS stockpiles if needed to keep the processed material workable. For any stockpile that contains RAS, the entire stockpile will be considered a RAS stockpile and be limited to no more than 5.0% of the HMA mixture in accordance with Table 4.
Certify compliance of the RAS with DMS-11000, "Evaluating and Using Nonhazardous Recyclable Materials (NRM) Guidelines." If the RAS has not come into contact with any hazardous materials, treat it as an established NRM. Use RAS from shingle sources on the Department's Material Producer List located at http://www.txdot.gov/business/resources/producer-list.html. Prior to use, remove substantially all materials that are not part of the shingle, such as wood, paper, metal, plastic, and felt paper. Determine the deleterious content of RAS material for mixture design purposes in accordance with Tex-217-F, Part III. Do not use RAS if deleterious materials are more than 0.5% of the stockpiled RAS unless otherwise approved. Submit a sample for approval to the Engineer prior to submitting the mixture design. The Department will perform the testing for deleterious material of RAS to determine specification compliance.

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

- the substitute binder meets the specification requirements for the substitute binder grade in accordance with Section 300.2.J, "Performance-Graded Binders";
- the substitute binder has an un-aged dynamic shear value less than or equal to 2.00 kPa and an RTFO aged dynamic shear value less than or equal to 5.00 kPa at the PG test temperature; and
- the mixture has less than 10.0 mm of rutting on the Hamburg Wheel test (Tex-242-F) after the number of passes required for the originally specified binder. Use of substitute PG binders may only be allowed at the discretion of the Engineer if the Hamburg Wheel test results are between 10.0 mm and 12.5 mm.

Table 5
Allowable Substitute PG Binders and Maximum Recycled Binder Ratios

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

1. Combined recycled binder from RAP and RAS.
2. Use no more than 20.0% recycled binder when using this originally specified PG binder.
3. WMA as defined in Section 3267.2.F.2, "Warm Mix Asphalt (WMA)."
4. When used with WMA, this originally specified PG binder is allowed for use at the maximum recycled binder ratios shown in this table.

5000.3. Equipment. Provide required or necessary equipment in accordance with Item 320, "Equipment for Asphalt Concrete Pavement."

5000.4. Construction. Produce, haul, place, and compact the specified paving mixture. In addition to tests required by the specification, Contractors may perform other QC tests as deemed necessary. At any time during the project, the Engineer may perform production and placement tests as deemed necessary in accordance with Item 5, "Control of the Work." On or before the first day of paving, schedule and participate in a pre-paving meeting with the Engineer unless otherwise directed.

A. Certification. Personnel certified by the Hot Mix Asphalt Center Certification Program must conduct all mixture designs, sampling, and testing in accordance with Table 6. Supply the Engineer with a list of certified personnel and copies of their current certificates before beginning production and when personnel changes are made. Provide a mixture design that is developed and signed by a Level 2 certified specialist.

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

Test Description	Test Method	Contractor	Engineer	Level
1. Aggregate and Recycled Material Testing				
Sampling	Tex-400-A	✓	✓	1A
Dry sieve	Tex-200-F, Part I	✓	✓	1A
Washed sieve	Tex-200-F, Part II	✓	✓	1A
Deleterious material	Tex-217-F, Parts I & III	✓	✓	1A
Decantation	Tex-217-F, Part II	✓	✓	1A
Los Angeles abrasion	Tex-410-A		✓	
Magnesium sulfate soundness	Tex-411-A		✓	
Micro-Deval abrasion	Tex-461-A		✓	
Coarse aggregate angularity	Tex-460-A	✓	✓	2
Flat and elongated particles	Tex-280-F	✓	✓	2
Linear shrinkage	Tex-107-E	✓	✓	2
Sand equivalent	Tex-203-F	✓	✓	2
Organic impurities	Tex-408-A	✓	✓	2
2. Asphalt Binder & Tack Coat Sampling				
Asphalt binder sampling	Tex-500-C, Part II	✓	✓	1A/1B
Tack coat sampling	Tex-500-C, Part III	✓	✓	1A/1B
3. Mix Design & Verification				
Design and JMF changes	Tex-204-F	✓	✓	2
Mixing	Tex-205-F	✓	✓	2
Molding (TGC)	Tex-206-F	✓	✓	1A
Molding (SGC)	Tex-241-F	✓	✓	1A
Laboratory-molded density	Tex-207-F	✓	✓	1A
VMA[1] (calculation only)	Tex-204-F	✓	✓	2
Rice gravity	Tex-227-F	✓	✓	1A
Ignition oven correction factors[2]	Tex-236-F	✓	✓	2
Indirect tensile strength	Tex-226-F	✓	✓	2
Hamburg wheel test	Tex-242-F	✓	✓	2
Boil test	Tex-530-C	✓	✓	1A
4. Production Testing				
Mixture sampling	Tex-222-F	✓	✓	1A
Molding (TGC)	Tex-206-F		✓	1A
Molding (SGC)	Tex-241-F		✓	1A
Laboratory-molded density	Tex-207-F		✓	1A
VMA[1] (calculation only)	Tex-204-F		✓	1A
Rice gravity	Tex-227-F		✓	1A
Gradation & asphalt content[2]	Tex-236-F		✓	1A
Moisture content	Tex-212-F		✓	1A
Hamburg Wheel test	Tex-242-F		✓	2
Boil test	Tex-530-C		✓	1A
5. Placement Testing				
Trimming roadway cores	Tex-207-F	✓	✓	1A/1B
In-place air voids	Tex-207-F		✓	1A/1B
Establish rolling pattern	Tex-207-F	✓		1B
Ride quality measurement	Tex-1001-S	✓	✓	Note 3

1. Voids in mineral aggregates.
2. Refer to Section 3267.4.I.3 for exceptions to using an ignition oven.
3. Profiler and operator are required to be certified at the Texas Transportation Institute facility when Surface Test Type B is specified.

B. Reporting, Testing, and Responsibilities. Use Department-provided Excel templates to record and calculate all test data pertaining to the mixture design. The Engineer will use Department Excel templates for any production and placement testing. Obtain the latest version of the Excel templates at http://www.txdot.gov/inside-txdot/forms-publications/consultants-contractors/forms/site-manager.html or from the Engineer. The maximum allowable time for the Engineer to exchange test data with the Contractor is as given in Table 7 unless otherwise determined. The Engineer will immediately report

to the Contractor any test result that requires suspension of production or placement or that fails to meet the specification requirements.
Subsequent mix placed after test results are available to the Contractor, which require suspension of operations, may be considered unauthorized work. Unauthorized work will be accepted or rejected at the discretion of the Engineer in accordance with Section 5.3, "Conformity with Plans, Specifications, and Special Provisions."

Table 7
Reporting Schedule

Description	Reported By	Reported To	To Be Reported Within
Production Testing			
Gradation Asphalt content Laboratory-molded density VMA (calculation) Hamburg wheel test Moisture content Boil test Binder tests	Engineer	Contractor	1 working day of completion of the test
Placement Testing			
In-place air voids	Engineer	Contractor	1 working day of completion of the test[1]

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

C. Mixture Design.

1. **Design Requirements.** The Contractor may elect to design the mixture using a Texas Gyratory Compactor (TGC) or a Superpave Gyratory Compactor (SGC) unless otherwise shown on the plans. Use the typical weight design example given in Tex-204-F, Part I, when using a TGC. Use the Superpave mixture design procedure given in Tex-204-F, Part IV, when using a SGC. Design the mixture to meet the requirements listed in Tables 1, 2, 3, 4, 5, 8, 9, and 10.

    a. **Target Laboratory Molded Density** When The TGC Is Used. Design the mixture at a 96.5% target laboratory-molded density or as noted in Table 9. The target laboratory-molded density may be increased in 0.5% increments, not to exceed 97.0%, at the Contractor's discretion.

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

Use an approved laboratory to perform the Hamburg Wheel test and provide results with the mixture design, or provide the laboratory mixture and request that the Department perform the Hamburg Wheel test.

The Department maintains the Material Producer List of approved laboratories located at http://www.txdot.gov/business/resources/producer-list.html. The Engineer will be allowed 10 working days to provide the Contractor with Hamburg Wheel test results on the laboratory mixture design.

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

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

- the combined aggregate gradation, source, specific gravity, and percent of each material used;
- asphalt content and aggregate gradation of RAP and RAS stockpiles;
- the target laboratory-molded density (or Ndesign level when using the SGC);
- results of all applicable tests;
- the mixing and molding temperatures;
- the signature of the Level 2 person or persons that performed the design;
- the date the mixture design was performed; and
- a unique identification number for the mixture design.

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

Sieve Size	A Coarse Base	B Fine Base	C Coarse Surface	D Fine Surface	F Fine Mixture
2"	100.0[1]	–	–	–	–
1-1/2"	98.0–100.0	100.0[1]	–	–	–
1"	78.0–94.0	98.0–100.0	100.0[1]	–	–
3/4"	64.0–85.0	84.0–98.0	95.0–100.0	100.0[1]	–
1/2"	50.0–70.0	–	–	98.0–100.0	100.0[1]
3/8"	–	60.0–80.0	70.0–85.0	85.0–100.0	98.0–100.0
#4	30.0–50.0	40.0–60.0	43.0–63.0	50.0–70.0	70.0–90.0
#8	22.0–36.0	29.0–43.0	32.0–44.0	35.0–46.0	38.0–48.0
#30	8.0–23.0	13.0–28.0	14.0–28.0	15.0–29.0	12.0–27.0
#50	3.0–19.0	6.0–20.0	7.0–21.0	7.0–20.0	6.0–19.0
#200	2.0–7.0	2.0–7.0	2.0–7.0	2.0–7.0	2.0–7.0
Design VMA, % Minimum					
–	12.0	13.0	14.0	15.0	16.0
Production (Plant-Produced) VMA, % Minimum					
–	11.0	12.0	13.0	14.0	15.0

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

Table 9
Laboratory Mixture Design Properties

Mixture Property	Test Method	Requirement
Target laboratory-molded density, %(TGC)	Tex-207-F	96.5[1]
Design gyrations (Ndesign for SGC)	Tex-241-F	50[2]
Indirect tensile strength (dry), psi	Tex-226-F	85–200[3]
Boil test[4]	Tex-530-C	–

1 May be adjusted in 0.5% increments within a range of 96.0% to 97.5% when shown on the plans or specification or when mutually agreed between the Engineer and Contractor.
2. May be adjusted within a range of 35–100 gyrations when shown on the plans or specification or when mutually agreed between the Engineer and Contractor.
3. The Engineer may allow the IDT strength to exceed 200 psi if the corresponding Hamburg Wheel rut depth is greater than 3.0 mm and less than 12.5 mm.
4. Used to establish baseline for comparison to production results. May be waived when approved.

Table 10
Hamburg Wheel Test Requirements

High-Temperature Binder Grade	Test Method	Minimum # of Passes[1] @ 12.5 mm[2] Rut Depth, Tested @ 50°C
PG 64 or lower	Tex-242-F	10,000
PG 70		15,000
PG 76 or higher		20,000

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

2. **Job-Mix Formula Approval.** The job-mix formula (JMF) is the combined aggregate gradation, target laboratory molded density (or Ndesign level), and target asphalt percentage used to establish target values for hot mix production. JMF1 is the original laboratory mixture design used to produce the trial batch. When WMA is used, JMF1 may be designed and submitted to the Engineer without including the WMA additive. When WMA is used, document the additive or process used and recommend rate on the JMF1 submittal. Furnish the Engineer a mix design report (JMF1) with representative samples of all component materials and request approval to produce the trial batch. If opting to have the Department perform the Hamburg Wheel test on the laboratory mixture, provide the Engineer with approximately 10,000 g of the design mixture and request that the Department perform the Hamburg Wheel test. The Engineer will verify JMF1 based on plant-produced mixture from the trial batch unless otherwise determined. The Engineer may accept an existing mixture design previously used on a Department project and may waive the trial batch to verify JMF1. Provide the Engineer with split samples of the mixtures and blank samples used to determine the ignition oven correction factors. The Engineer will determine the aggregate and asphalt correction factors from the ignition oven used for production testing in accordance with Tex-236-F.

The Engineer will use a TGC calibrated in accordance with Tex-914-F in molding production samples. If the SGC is used to design the mix, provide an SGC at the Engineer's field laboratory for use in molding production samples.

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

3. **JMF Field Adjustments.** If JMF adjustments are necessary to achieve the specified requirements, the adjusted JMF must:
   - be provided to the Engineer in writing before the start on a new lot;
   - be numbered in sequence to the previous JMF;
   - meet the mixture requirements in Table 4 and Table 5;
   - meet the master gradation limits shown in Table 8; and
   - be within the operational tolerances of the current JMF listed in Table 11.

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

Table 11
Operational Tolerances

Description	Test Method	Allowable Difference Between Trial Batch and JMF1 Target	Allowable Difference from Current JMF Target
Individual % retained for #8 sieve and larger	Tex-200-F or Tex-236-F	Must be Within Master Grading Limits in Table 8	±5.0[1,2]
Individual % retained for sieves smaller than #8 and larger than #200			±3.0[1,2]
% passing the #200 sieve			±2.0[1,2]
Asphalt content, %	Tex-236-F	±0.5	±0.3[2]
Laboratory-molded density, %	Tex-207-F	±1.0	±1.0
VMA, %, min	Tex-204-F	Note 3	Note 3

1. When within these tolerances, mixture production gradations may fall outside the master grading limits; however, the % passing the #200 will be considered out of tolerance when outside the master grading limits.
2. Only applies to mixture produced for Lot 1 and higher.
3. Mixture is required to meet Table 8 requirements.

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

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

1. **Storage and Heating of Materials.** Do not heat the asphalt binder above the temperatures specified in Item 300, "Asphalts, Oils, and Emulsions," or outside the manufacturer's recommended values. On a daily basis, provide the Engineer with the records of asphalt binder and hot-mix asphalt discharge temperatures (in legible and discernible increments) in accordance with Item 320, "Equipment for Asphalt Concrete Pavement." Do not store mixture for a period long enough to affect the quality of the mixture, nor in any case longer than 12 hr. unless otherwise approved.

2. **Mixing and Discharge of Materials.** Notify the Engineer of the target discharge temperature and produce the mixture within 25°F of the target. Monitor the temperature of the material in the truck before shipping to ensure that it does not exceed 350°F (or 275°F for WMA) and is not lower than 215°F. The Department will not pay for or allow placement of any mixture produced at more than 350°F.
   When WMA is required, produce the WMA within the target temperature discharge range of 215°F and 275°F. Take corrective action any time the discharge temperature of the WMA

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

Control the mixing time and temperature so that substantially all moisture is removed from the mixture before discharging from the plant. The Engineer may determine the moisture content by oven-drying in accordance with Tex-212-F, Part II, and verify that the mixture contains no more than 0.2% of moisture by weight. The Engineer will obtain the sample immediately after discharging the mixture into the truck, and will perform the test promptly.

E. Hauling Operations. Before use, clean all truck beds to ensure that mixture is not contaminated. When a release agent is necessary, use a release agent on the Department's Material Producer List to coat the inside bed of the truck.

Use only equipment for hauling as defined in Section 3267.4.G.3.c, "Hauling Equipment." Other hauling equipment may be used when allowed by the Engineer.

F. Placement Operations. Collect haul tickets from each load of mixture delivered to the project and provide the Department's copy to the Engineer approximately every hour, or as directed by the Engineer. Unless otherwise directed, use a non-contact infrared thermometer to measure and record the internal temperature of the mixture as discharged from the truck or material transfer device prior to or as the mix enters the paver and an approximate station number or GPS coordinates on each ticket. Calculate the daily yield and cumulative yield for the specified lift and provide to the Engineer at the end of paving operations for each day unless otherwise directed. The Engineer may suspend production if the Contractor fails to produce and provide haul tickets and yield calculations by the end of paving operations for each day.

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

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

Table 12
Compacted Lift Thickness and Required Core Height

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

1. **Weather Conditions.** Place mixture when the roadway surface temperature is 60°F or higher unless otherwise approved. Measure the roadway surface temperature with a handheld infrared thermometer. The Engineer may allow mixture placement to begin prior to

the roadway surface reaching the required temperature requirements, if conditions are such that the roadway surface will reach the required temperature within 2 hours of beginning placement operations. Place mixtures only when weather conditions and moisture conditions of the roadway surface are suitable in the opinion of the Engineer. The Engineer may restrict the Contractor from paving if the ambient temperature is likely to drop below 32°F within 12 hours of paving.

2. **Tack Coat**. Clean the surface before placing the tack coat. Unless otherwise approved, apply tack coat uniformly at the rate directed by the Engineer. The Engineer will set the rate between 0.04 and 0.10 gal. of residual asphalt per square yard of surface area. Apply the tack coat in a uniform manner to avoid streaks and other irregular patterns. Apply a thin, uniform tack coat to all contact surfaces of curbs, structures, and all joints. Allow adequate time for emulsion to break completely prior to placing any material. Prevent splattering of tack coat when placed adjacent to curb, gutter, and structures. Roll the tack coat with a pneumatic-tire roller to remove streaks and other irregular patterns when directed.

3. **Lay-Down Operations.**

   a. **Windrow Operations.** When hot mix is placed in windrows, operate windrow pickup equipment so that substantially all the mixture deposited on the roadbed is picked up and loaded into the paver.

   b. **Hauling Equipment**. The Contractor may elect to use belly dumps, live bottom, or end dump trucks to haul and transfer mixture; however, with exception of paving miscellaneous areas, end dump trucks are only allowed when used in conjunction with an MTD with remixing capability unless otherwise allowed by the Engineer.

   c. **Screed Heaters**. If the paver stops for more than 5 minutes, turn off screed heaters to prevent overheating of the mat.

G. **Compaction.** Uniformly compact the pavement to contain between 3.8% and 8.5% in-place air voids. When the in-place air voids exceed the range of 3.8% and 8.5%, take immediate corrective action to bring the operation within these tolerances. Areas defined in Section 3267.I.2 "Miscellaneous Areas," are not subject to in-place air void determination. In all other areas, the Engineer may obtain and test cores and may suspend operations or require removal and replacement if the in-place air voids are less than 2.7% or greater than 9.9%. The Engineer will allow paving to resume when the proposed corrective action is likely to yield between 3.8% and 8.5% in-place air voids.

Furnish the type, size, and number of rollers required for compaction as approved. Use a pneumatic-tire roller to seal the surface unless excessive pickup of fines occurs. Use additional rollers as required to remove any roller marks. Use only water or an approved release agent on rollers, tamps, and other compaction equipment unless otherwise directed.

On the first day of production, use the control strip method given in Tex-207-F, Part IV, to establish the rolling pattern that will produce the desired in-place air voids unless otherwise directed.

Use tamps to thoroughly compact the edges of the pavement along curbs, headers, and similar structures and in locations that will not allow thorough compaction with rollers.

The Engineer may require rolling with a trench roller on widened areas, in trenches, and in other limited areas.

Complete all compaction operations before the pavement temperature drops below 160°F unless otherwise allowed. The Engineer may allow compaction with a light finish roller operated in static mode for pavement temperatures below 160°F.

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

H. Production Acceptance.

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

2. **Production Sampling.**

   a. **Mixture Sampling.** The Engineer may obtain mixture samples in accordance with Tex-222-F at any time during production.

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

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

   If the aggregate mineralogy is such that Tex-236-F does not yield reliable results, the Engineer may use alternate methods for determining the asphalt content and aggregate gradation. Use the applicable test procedure if an alternate test method is selected.

Table 13
Production and Placement Testing

Description	Test Method
Individual % retained for #8 sieve and larger	Tex-200-F or Tex-236-F
Individual % retained for sieves smaller than #8 and larger than #200	
% passing the #200 sieve	
Laboratory-molded density	Tex-207-F
Laboratory-molded bulk specific gravity	
In-Place air voids	
VMA	Tex-204-F
Moisture content	Tex-212-F, Part II
Theoretical maximum specific (Rice) gravity	Tex-227-F

Description	Test Method
Asphalt content	Tex-236-F
Hamburg Wheel test	Tex-242-F
Recycled Asphalt Shingles (RAS)[1]	Tex-217-F, Part III
Asphalt binder sampling and testing	Tex-500-C
Tack coat sampling and testing	Tex-500-C, Part III
Boil test	Tex-530-C

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

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

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

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

4. **Individual Loads of Hot Mix.** The Engineer can reject individual truckloads of hot mix. When a load of hot mix is rejected for reasons other than temperature, contamination, or excessive uncoated particles, the Contractor may request that the rejected load be tested. Make this request within 4 hr. of rejection. The Engineer will sample and test the mixture. If test results are within the operational tolerances shown in Table 11, payment will be made for the load. If test results are not within operational tolerances, no payment will be made for the load and the Engineer may require removal.

I. Placement Acceptance.

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

2. **Miscellaneous Areas.** Miscellaneous areas include areas that typically involve significant handwork or discontinuous paving operations, such as temporary detours, driveways, mailbox turnouts, crossovers, gores, spot level-up areas, and other similar areas. Temporary

detours are subject to in-place air void determination when shown on the plans. Miscellaneous areas also include level-ups and thin overlays when the layer thickness specified on the plans is less than the minimum untrimmed core height eligible for testing shown in Table 12. The specified layer thickness is based on the rate of 110 lb./sq. yd. for each inch of pavement unless another rate is shown on the plans. Compact miscellaneous areas in accordance with Section 3267.4.G, "Compaction." Miscellaneous areas are not subject to in-place air void determination.

3. **Placement Sampling.** Provide the equipment and means to obtain and trim roadway cores on site. On site is defined as in close proximity to where the cores are taken. Obtain the cores within 1 working day of the time the placement lot is completed unless otherwise approved. Unless otherwise shown on the plans, obtain two 6-in. diameter cores side-by-side at each location selected by the Engineer for in-place air void determination. For Type D and Type F mixtures, 4-in. diameter cores are allowed. Mark the cores for identification, measure and record the untrimmed core height, and provide the information to the Engineer. The Engineer will witness the coring operation and measurement of the core thickness. Visually inspect each core and verify that the current paving layer is bonded to the underlying layer. If an adequate bond does not exist between the current and underlying layer, take corrective action to ensure that an adequate bond will be achieved during subsequent placement operations.

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

   The Engineer may elect to have the cores transported back to the Department's laboratory at the HMA plant via the Contractor's haul truck or other designated vehicle. In such cases where the cores will be out of the Engineer's possession during transport, the Engineer will use the Construction Division's protocol to provide a secure means and process that protects the integrity of the cores during transport.

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

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

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

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

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

5. **Irregularities.** Identify and correct irregularities including but not limited to segregation, rutting, raveling, flushing, fat spots, mat slippage, irregular color, irregular texture, roller marks, tears, gouges, streaks, uncoated aggregate particles, or broken aggregate particles. The Engineer may also identify irregularities, and in such cases, the Engineer will promptly notify the Contractor. If the Engineer determines that the irregularity will adversely affect pavement performance, the Engineer may require the Contractor to remove and replace (at the Contractor's expense) areas of the pavement that contain irregularities and areas where the mixture does not bond to the existing pavement. If irregularities are detected, the Engineer may require the Contractor to immediately suspend operations or may allow the Contractor to continue operations for no more than 1 day while the Contractor is taking appropriate corrective action.

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

5000.5. Measurement. Hot mix will be measured by the ton of composite hot mix, which includes asphalt, aggregate, and additives. Measure the weight on scales in accordance with Item 520, "Weighing and Measuring Equipment."

5000.6. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under Article 3267.5, "Measurement," will be paid for at the unit price bid for "Dense Graded Hot-Mix Asphalt (SQ)" of the type, surface aggregate classification, and binder specified. These prices are full compensation for surface preparation; materials including tack coat; placement; equipment; labor; tools; and incidentals.

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

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

11-18-14A10:40 RCVD

ALLCO
P.O. BOX 3684
BEAUMONT, TEXAS 77704

** SEALED BID **

ATTN: PURCHASING AGENT
JEFFERSON COUNTY PURCHASING DEPARTMENT
1001 PEARL STREET, 3RD FLOOR
BEAUMONT, TEXAS 77701

BID FOR: US 90 CROSSOVER AT GREEN POND GULLY ROAD, BID NO. IFB 14-048/KJS

BIDS: NOVEMBER 18, 2014 11:00 AM

ORIGINAL

EST. 64453

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT
1001 Pearl Street – Third Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO IFB

IFB Number:	14-048/KJS
IFB Title:	US 90 Crossover at Green Pond Gully Rd
IFB Due:	**11:00 am, Tuesday, November 18, 2014**
Addendum No.:	1
Issued (Date):	November 4, 2014

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 proposals to have been proffered in recognition and consideration of the entire IFB 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 proposal.** If the Proposal 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 Opening Date and Time, as stated above.

Reason for Issuance of this addendum: To add the following modification to the legal notice. "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."

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 Bidder:

ATTEST:

Melissa McKague
Witness

Witness

Approved by ____ Date: _____

Authorized Signature (Bidder)

ASST. SECRETARY
Title of Person Signing Above

SCOTT BLANCHARD
Typed Name of Business or Individual

12907 US HWY 90 BEAUMONT, TEXAS 77713
Address

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: City of Port Arthur, TX

Address: PO Box 1089, Port Arthur, TX 77640

Contact Person and Title: Shawna Tubbs - Purchasing

Phone: 409-983-8160 Fax: 409-983-8291

Contract Period: August 2014-Current Scope of Work: Street Improvements

REFERENCE Two

Government/Company Name: Texas Department of Transportation

Address: 8450 Eastex Freeway, Beaumont, TX 77708

Contact Person and Title: Adam Jack, Area Engineer

Phone: 409-924-6521 Fax:

Contract Period: August 2014 - Scope of Work: Road rehabilitation

REFERENCE THREE

Government/Company Name: Jasper County, Texas

Address: 121 N. Austin, Jasper, TX 75951

Contact Person and Title: Mark Allen, Judge

Phone: 409-384-2612 Fax: 409-384-9745

Contract Period: 11-2013 to 12-2013 Scope of Work: Road Improvements

Bidder Shall Return Completed Form with Offer.

Signature Page

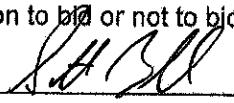
As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County 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** [X] **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.

APAC-Texas, Inc. Bidder (Entity Name)	 Signature
12907 US Hwy 90 Street & Mailing Address	Scott Blanchard Print Name
Beaumont, TX 77713 City, State & Zip	11/18/14 Date Signed
409-866-1444 Telephone Number	409-866-1444 Fax Number
snblanchard@apac.com E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

OFFICE USE ONLY

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

A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.

1. Name of person doing business with local governmental entity.

N/A

2. ☐ Check this box is 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

N/A

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

N/A

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE
FORM CIQ

Page 2
For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

   This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

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

      ☐ Yes ☒ No

   B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

      ☐ Yes ☒ No

   C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

      ☐ Yes ☒ No

   D. Describe each affiliation or business relationship:

      N/A

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

   N/A

7. N/A

_____

Signature of person doing business with the governmental entity Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

☒ 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 HUB Subcontractor participation?

☒ Yes ☐ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

☒ Yes ☐ No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

☒ Yes ☐ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

☒ Yes ☐ No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

☒ Yes ☐ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

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

Scott Blanchard
Printed Name of Authorized Representative

Signature

Estimating Manager
Title

November 18, 2014
Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: APAC-Texas, Inc. HUB: π Yes ☒No

Address: 12907 US Hwy 90, Beaumont, TX 77713
Street City State Zip

Phone (with area code): 409-866-1444 Fax (with area code): 409-866-1032

Project Title & No.: US 90 Crossover @ Green Pond Gully Road

Prime Contract Amount: $ (upon award)

HUB Subcontractor Name: To be submitted upon award

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

Scott Blanchard — Printed Name of Contractor Representative
Signature of Representative
11/18/14 — Date

_____ — Printed Name of HUB
_____ — Signature of Representative
_____ — Date

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

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

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

Prime Contractor: APAC-Texas, Inc. HUB: ☐ Yes ☒ No

HUB Status (Gender & Ethnicity): N/A

Address: 12907 US Hwy 90, Beaumont, TX 77713
Street City State Zip

Phone (with area code): 409-866-1444 Fax (with area code): 409-866-1032

Project Title & No.: US 90 Crossover @ Green Pond Gully Rd IFB/RFP No.: 14-048/KJS

Total Contract: $ (to be awarded) Total HUB Subcontract(s): $

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: (to be determined upon award)

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

***To be completed upon award. PAGE 3 OF 4

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

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) "Nonresident 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 APAC-Texas, Inc. [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.):	58-1401466
Company Name submitting bid/proposal:	APAC-Texas, Inc.
Mailing address:	PO BOX 20779, Beaumont, TX 77720-0779
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**
Office (58-1401466)	12907 US Hwy 90, Beaumont, TX 77713
Plant (58-1401466)	860 Pine Street, Beaumont, TX 77701

* 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.

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF Texas COUNTY OF Jefferson

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

on this day personally appeared Scott Blanchard (name), who

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

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

for APAC-Texas, Inc. (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said APAC-Texas, Inc. (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: APAC-Texas, Inc. 12907 US Hwy 90, Beaumont, TX 77713

Fax: 409-866-1032 Telephone# 409-866-1444

by: Scott Blanchard (print name) Title: Assistant Secretary

Signature:

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

this the 18th day of November, 2014.

Notary Public in and for the State of Texas

Bidder Shall Return Completed Form with Offer.

MELISSA MCKAGUE
Notary Public, State of Texas
My Commission Expires
June 14, 2016

CONTRACT

This agreement made this _____ day of _____, 201_, by and between the County of Jefferson, Texas represented by the County Judge, party of the first part, and _____ his/their executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

WHEREAS, the County desires to enter into a contract for the pavement improvements as shown and described in the plans, specifications and special provisions included herein, and

WHEREAS, the Contractor has been engaged in and now does such work and represents that he is fully equipped, competent and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the unit prices listed herein and the provisions of the herein included specifications, special provisions and plans, now

WITNESSETH: That for and in consideration of the unit prices listed herein, a part of this contract, the Contractor agrees to do, at his own proper cost and expense, all the work necessary for the roadway improvement as shown and described in the plans and in accordance with the provisions of the specifications and special provisions which are a part of this contract.

Time for completion of this contract shall be computed beginning on the effective date given in the Notice to Proceed.

The work to be constructed under this contract shall be completed in 30 working days.

And the County, in consideration of the full and true performance of said work by the Contractor, hereby agrees and binds itself to pay the Contractor for the quantities of work performed in compliance with this contract at the respective unit prices set forth herein, subject to adjustment as herein provided. The following items of work and respective unit prices are those contained in the original proposal and are a part of this contract. The County limits its obligation hereunder to the funds available.

The Contractor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement, or in compensation for services in connection therewith, any brokerage commission or percentage upon the amount receivable by him hereunder; and that he has not in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission or percentage; and that all moneys payable to him hereunder are free from all obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the County or for deduction from any sum due or to become due thereunder an amount equal to any brokerage commission or percentage so paid or agreed to be paid or both.

In the employment of labor in the performance of this contract, preference shall be given, other conditions being equal, to honorably discharged service personnel, but no other preference or discrimination among citizens of the United States shall be made.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the construction of the work called for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

COUNTY OF JEFFERSON
Party of the First Part
Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs hereto approved and authorized by the Commissioner's Court of Jefferson County:

By: _____
County Judge

RECOMMENDED FOR EXECUTION:

_____
Director of Engineering

CONTRACTOR
Party of the Second Part

By: _____

_____
(Title)

Bidder Information Form

Instructions: Please complete the form below. Care must be taken to provide legible, accurate, and complete contact information. PLEASE PRINT.

Project Name:
(IFB 14-048/KJS), US 90 Crossover at Green Pond Gully Rd

Bidder's Company/Business Name: APAC-Texas, Inc.

Bidder's TAX ID Number: 1-58-1401466

Contact Person: Scott Blanchard **Title:** Asst. Secretary

Phone Number (with area code): 409-866-1444

Alternate Phone Number if available (with area code): 409-284-7734

Fax Number (with area code): 409-866-1032

Email Address: snblanchard

Please provide a physical address for bid bond return:

APAC-Texas, Inc.

12907 US Hwy 90

Beaumont, TX 77713

PROPOSAL TO JEFFERSON COUNTY

2004 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS HAVE BEEN INCORPORATED BY REFERENCE FOR THIS PROJECT. ANY REFERENCE TO "TxDOT" OR THE "STATE" OR THE "DEPARTMENT" AS OWNER OF THIS PROJECT SHALL BE INTERPRETED AS REFERENCE TO "JEFFERSON COUNTY".

WORK CONSISTING OF GRADING, BASE, PAVING AND STRUCTURES IN JEFFERSON COUNTY, TEXAS

The undersigned, as bidder, certifies that the only person or parties interested in this proposal as principals are those named herein; that the Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for the above-captioned roadway construction; that he has carefully examined the form of contract, instructions to bidders, profiles, grades, specifications, and the plans therein referred to, and has carefully examined the locations, conditions, and classes of materials of the proposed work; and agrees that he will provide all the necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer as therein set forth.

It is understood that the following quantities of work to be done and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the specifications.

It is further understood that the work is to be completed in full in 30 working days.

Accompanying this proposal is a Guaranty Check or Bank Money Order made payable to Jefferson County in the following amounts:

N/A (Dollars) (N/A)

Only a Cashier's Check, Teller's Check (including Official Check) or Bank Money Order on a State or National Bank or Savings and Loan Association, or State or Federally chartered Credit Union is considered acceptable. A bid bond must be submitted on projects estimated with Item 2.7 of the specifications. Personal checks, certified checks, other types of money orders will not be acceptable. If any addenda have been issued amending this proposal and/or the plans have been acknowledged, either in writing or verbally, to the County, then having signed this proposal, said addenda become a part of this proposal.

This check accompanying this proposal shall be returned to the bidder, unless in case of the acceptance of the proposal the bidder shall fail to meet a specified goal or fail to execute and file a contract with the required insurance certificates within the prescribed time after its acceptance, in which case the check shall become the property of said County, and shall be considered as payment for damages due to delay and other inconveniences suffered by said County on account of failure of the bidder to execute contract. It is understood that the County reserves the right to reject any and all bids.

BID PROPOSAL MUST NOT BE DISASSEMBLED

NOTICE TO THE BIDDER

In the space provided below, please enter your total bid amount for this project. Only this figure will be read publicly by the County at the public bid opening.

It is understood and agreed by the bidder in signing this proposal that the total bid amount entered below is not binding on either the bidder or the County. It is further agreed that **the official total bid amount for this proposal will be determined by multiplying the unit bid prices for each item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts.**

Name of Bidder: APAC-Texas, Inc.

By: Scott Blanchard, Asst. Secretary

$ 196,485.50
Total Bid Amount

Take each calculated item total per line and add together for the Total Bid Amount.

BID FORM
INSTRUCTIONS SHEET

BID FORM INSTRUCTIONS:

In the "Unit Bid Price Only" Column: Write the words of the **Per Unit** Bid Price. **Do Not** write in your total price for the line item.

In the "Item Total" Column: Write in the Numbers of the Item Total.
The Item Total should equal the Unit Bid Price multiplied by the Approx. Quantities

Example: You want to bid $15.00 per LF for Removing Conc (Curb)
Note the Item Total is calculated by: $15.00 (Unit Bid Price) X 466.00 (Approx. Quantities) = $6,990.00

Total Bid Amount: Take each calculated Item Total per line and add together for the Total Bid Amount located on the Notice to the Bidder Page.

ALT.	ITEM CODE			UNIT BID PRICE ONLY	UNIT	APPROX.	ITEM
	ITEM NO.	CODE	S.P. NO.	WRITTEN IN WORDS		QUANTITIES	TOTAL
	104	2021		REMOVING CONC (CURB)	LF	466.00	
				Fifteen DOLLARS EXAMPLE			$6,990.00
				AND No CENTS			

Unit price for each linear foot of Concrete Curb Removed

BID FORM

PROJECT: US 90 CROSSOVER AT GREEN POND GULLY RD — PROPOSAL SHEET

JEFFERSON COUNTY

ALT.	ITEM CODE			UNIT BID PRICE ONLY	UNIT	APPROX.	ITEM
	ITEM NO.	CODE	S.P. NO.	WRITTEN IN WORDS		QUANTITIES	TOTAL
	0105	2046		REMOVING STAB BASE & ASPH PAV (0"-10")	SY	533.00	
				Seventeen DLRS AND NO CENTS			9,061.00
	0110	2004		EXCAVATION (ROADWAY AND CHANNEL)	CY	423.00	
				Twenty two DLRS AND NO CENTS			9,306.00
	0132	2005		EMBANKMENT (FINAL)(ORD COMP)(TY C)	CY	443.00	
				Thirty DLRS AND NO CENTS			13,290.00
	0164	2023	002	CELL FBR MLCH SEED(PERM)(RURAL)(CLAY)	SY	1,360.00	
				NO DLRS AND Forty Five CENTS			612.00
	0247	2042	033	FL BS (CMP IN PLC)(TY A GR 2)(FNAL POS)	CY	171.40	
				One Hundred Forty DLRS AND No CENTS			23,996.00
	0292	2002		ASPHALT STAB BASE (GR 1)(PG 64)	TON	503.60	
				One Hundred Twelve DLRS AND NO CENTS			56,403.20
	0464	2005	006	RC PIPE (CL III)(24 IN)	LF	101.00	
				One Hundred Thirty DLRS AND NO CENTS			13,130.00
	0464	2009	006	RC PIPE (CL III)(36 IN)	LF	44.00	
				Two Hundred Ten DLRS AND NO CENTS			9,240.00
	0465	4122	002	INLET(COMPL)(PAZD)(FG)(3FTX3FT-3FTX3FT)	EA	1.00	
				Five Thousand Eight Hundred DLRS AND NO CENTS			5,800.00
	0467	2288		SET (TY II)(24 IN)(RCP)(6:1)(P)	EA	1.00	
				One Thousand Four Hundred Eighty DLRS AND No CENTS			1,480.00

	0467	2292		SET (TY II)(36 IN)(RCP)(6:1)(P) Three Thousand Seven Hundred DLRS AND NO CENTS	EA	2.00	7,400.00
	0496	2004		REMOV STR (SET) Three Hundred Seventy Five DLRS AND NO CENTS	EA	1.00	375.00
	0500	2001	011	MOBILIZATION Eighteen Thousand Three Hundred DLRS AND NO CENTS	LS	1.00	18,300.00
	0502	2001	033	BARRICADES, SIGNS AND TRAFFIC HANDLING Two Thousand DLRS AND NO CENTS	MO	2.00	4000.00
	0644	2056		RELOCATE SM RD SN SUP & AM TY 10BWG Three Hundred Sixty Five DLRS AND NO CENTS	EA	9.00	3,285.00
	0644	2060		REMOVE SM RD SN SUP & AM Fifty One DLRS AND NO CENTS	EA	1.00	51.00
	0666	2011		REFL PAV MRK TY I (W) 4" (SLD)(090MIL) Three DLRS AND Ten CENTS	LF	77.00	238.70
	0666	2035		REFL PAV MRK TY I (W) 8" (SLD)(090MIL) Four DLRS AND Sixty Five CENTS	LF	374.00	1739.10
	0666	2047		REFL PAV MRK TY I (W) 24"(SLD)(090MIL) Ten DLRS AND Fifty CENTS	LF	40.00	420.00
	0666	2053		REFL PAV MRK TY I (W) (ARROW) (090MIL) Three Hundred Sixty DLRS AND NO CENTS	EA	2.00	720.00
	0666	2110		REFL PAV MRK TY I (Y) 4" (SLD)(090MIL) Three DLRS AND Ten CENTS	LF	1,009.00	3,127.90

	0672	2015	034	REFL PAV MRKR TY II-A-A Twelve DLRS AND Fifty CENTS	EA	10.00	125.00
	0672	2017	034	REFL PAV MRKR TY II-C-R Twelve DLRS AND fifty CENTS	EA	19.00	237.50
	0677	2001		ELIM EXT PAV MRK & MRKS (4") NO DLRS AND eighty five CENTS	LF	1,298.00	1,103.30
	0677	2003		ELIM EXT PAV MRK & MRKS (8") Four DLRS AND Ten CENTS	LF	68.00	278.80
	0677	2008		ELIM EXT PAV MRK & MRKS (ARROW) one Hundred Fifty Five DLRS AND NO CENTS	EA	1.00	155.00
	1122	2037	002	TEMPORARY SEDIMENT CONTROL FENCE INSTLL Four DLRS AND Ten CENTS	LF	100.00	410.00
	1122	2057	002	TEMPORARY SEDIMENT CONTROL FENCE REMOVE One DLRS AND Five CENTS	LF	100.00	105.00
	3267	2106		D-GR HMA(SQ) TY-D PG64-22 Two Hundred Forty DLRS AND NO CENTS	TON	50.40	12,096.00
				Note - This total should match the "Total Bid Amount" shown on the Notice to the Bidder sheet		TOTAL =	196,485.50

ENGINEER SEAL

The enclosed Texas Department of Transportation Specifications, Special Specifications, Special Provisions, General Notes and Specification Data in this document have been selected by me, or under my responsible supervision as being applicable to this project. Alteration of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.



The seal appearing on this document was authorized by Bradley Steven Stafford, P.E. October 22, 2014

General Notes:

Verify material quantities and dimensions prior to ordering materials.

All hauling of materials (including authorized waste) will not be paid for directly, but shall be considered as subsidiary to the bid items involved.

Assume ownership for all designated waste material and dispose of it at a place off of the right of way, as approved by the Engineer.

County forces will maintain the existing sections of roadway and its appurtenances not a part of this project. The Contractor will maintain the existing and proposed sections of highway and its appurtenances which are to be constructed, reconstructed or modified in this project. Protect all areas of the right of way which are not included in the actual limits of the proposed construction areas from destruction. Repair any areas damaged by the contractor's forces at his/her expense.

Direct attention to ordinances and regulations of local municipal and county governments and the TCEQ (Texas Commission on Environmental Quality), which may be applicable on this project.

Procure all the necessary city and/or county permits and licenses.

Place no construction signs in conflict with existing signs. If placement of construction signs for the contract blocks existing signs, make adjustments with confirmation from the Engineer.

In addition to providing a Contractor's Responsible Person and a phone number for emergency contact, have an employee available to respond on the project for emergencies and for taking corrective measures within 30 minutes.

The Contractor shall be responsible for all testing and sampling of materials.

Collect and dispose of all litter deposited by construction operations or the traveling public including cans, bottles, paper, plastic items, metal scraps, lumber, etc. from within the project right of way or as directed. Properly dispose of all collected litter. Litter pickup will not be measured or paid for directly, but will be considered subsidiary to the various bid items in this contract.

Item 5: Control of the Work

In the event utility lines needing unforeseen adjustments are encountered during construction operations, alter operations and continue to prosecute the contract in such a manner that will allow utility adjustments to be made by others.

Station the project every 100 feet prior to commencing work. Maintain stationing throughout the project. Remove the station markings at the completion of the project. Consider this work to be subsidiary to the various bid items of the contract.

Item 7: Legal Relations and Responsibilities

Furnish all materials, labor and incidentals required to provide for traffic across the roadway 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. Consider this work to be subsidiary to the various bid items of the contract.

The disturbed area in this project, all project locations in the Contract, and the Contractor project specific locations (PSLs) within one mile of the project limits for the Contract, will further establish the authorization requirements for storm water discharges. The County will obtain an authorization to discharge storm water from the TCEQ for the construction activities shown on the plans. The Contractor is to obtain any required authorization from the TCEQ for any Contractor PSLs for construction support activities on or off the ROW. When the total area disturbed for all projects in the Contract and PSLs within one mile of the project limits exceeds 5 acres, provide a copy of the Contractor NOI for PSLs on the ROW and within one mile of the project limits to the Engineer and to the local government that operates a separate storm sewer system.

Item 105: Removing Stabilized base and Asphalt Pavement

Assume ownership of material removed under this item and dispose of it in accordance with all applicable regulations.

Item 132: Embankment

Provide Type C embankment material meeting either the requirements shown below:

1. Liquid Limit – LL ≤45
2. Plasticity Index – 8 ≤ PI ≤ 20
3. A cohesionless sand will not be permitted.

Item 164: Seeding for Erosion Control

Fertilizer 16-20-0 and vegetative watering for Cel Fbr Mlch Seed will not be paid for directly, but will be considered subsidiary to this item.

Fertilize all the seeded areas of the project.

Item 247: Flexible Base

Use Type A, Grade 2 aggregate with a minimum Plasticity Index value of 3.

Item 292: Asphalt Treatment (Plant-Mixed)

Compaction method is specified as ordinary compaction.

Provide mix designs. Mix designs must be verified and approved by the Engineer.

The maximum compacted depth for any one lift is 5". The minimum compacted depth for any one lift is 2.5".

Use of RAP is allowed.

A surface test will not be required.

Item 502: Barricades, Signs, & Traffic Handling

Do not leave equipment (that is not in use) closer than 30' from the roadway edge unless approved otherwise by the Engineer.

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 signs, if used, will meet the following minimum thickness requirements:

Square Feet	Minimum Thickness
Less than 7.5	0.080 inches
7.5 to 15	0.100 inches
Greater than 15	0.125 inches

Maintain all barricades and warning signs, including all temporary and portable traffic control devices necessary during the various phases of construction, in accordance with the BC and TCP standards in the plans, the latest version of the Texas Manual on Uniform Traffic Control Devices, and/or as directed by the Engineer.

Furnish additional barricades and signs to maintain traffic and motorists' safety when directed by the Engineer. Any such additional signs and barricades will be considered subsidiary to Item 502.

After completion of the project, when removing the barricades and signs, fill in any holes left by the sign supports or barricades and restore the area, in which the signs were removed, to its original condition.

Item 644: Small Roadside Sign Supports and Assemblies

Erect all signs according to the locations shown on the signing layout sheet.

All signs to be relocated should be installed with the proper offsets according to the signing standards. Replace any signs or posts damaged by the contractor at his/her entire expense.

The existing street sign to be relocated is mounted on a wing channel post which will be removed and driven into the ground at the proposed location. It is listed as RELOCATE SM RD SN SUP & AM TY TEMP.

Item 666: Reflectorized Pavement Markings

Furnish Type II drop-on glass beads.

Air blowing is subsidiary to this item.

Item 3267: Dense-Graded Hot-Mix Asphalt (Small Quantity)

Provide mixture Type D using PG binder 64-22.

Use of RAP is allowed.

Furnish a PG binder with a minimum high-temperature grade of PG-58 for tack coat binder in accordance with Item 300, "Asphalts, Oils, and Emulsions".

Waive the Hamburg Wheel requirements of Tex-242-F.

At the end of the project, asphalt binder samples will be designated as waste material.

Assume ownership of all asphalt binder samples and dispose of material at a place off of the right of way as approved by the Engineer.

JEFFERSON COUNTY

GOVERNING SPECIFICATIONS AND SPECIAL SPECIFICATIONS

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION JUNE 1, 2004. STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

ITEMS 1 TO 9 INCL., GENERAL REQUIREMENTS AND COVENANTS
ITEM 105 REMOVING STABILIZED BASE AND ASPHALT PAVEMENT
ITEM 110 EXCAVATION (132)
ITEM 132 EMBANKMENT (100) (204) (210) (216) (400)
ITEM 164 SEEDING FOR EROSION CONTROL (162) (166) (168)
ITEM 247 FLEXIBLE BASE (105) (204) (210) (216) (520)
ITEM 292 ASPHALT TREATMENT (PLANT-MIXED) (300) (301) (320) (520) (585)
ITEM 464 REINFORCED CONCRETE PIPE (400)
ITEM 465 MANHOLES AND INLETS (400) (420) (421) (440) (471)
ITEM 467 SAFETY END TREATMENT (400) (420) (421) (440) (445)
ITEM 496 REMOVING STRUCTURES
ITEM 500 MOBILIZATION
ITEM 502 BARRICADES, SIGNS AND TRAFFIC HANDLING
ITEM 644 SMALL ROADSIDE SIGN SUPPORTS AND ASSEMBLIES (421) (440) (441) (442) (445) (634) (636) (643) (656)
ITEM 666 REFLECTORIZED PAVEMENT MARKINGS (316) (318) (662) (677) (678)
ITEM 672 RAISED PAVEMENT MARKERS (677) (678)
ITEM 677 ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS (300) (302) (316)

SPECIAL PROVISIONS: SPECIAL PROVISIONS WILL GOVERN AND TAKE PRECEDENCE OVER THE SPECIFICATIONS ENUMBERED HEREON WHEREVER IN CONFLICT THEREWITH.

WAGE RATES
SPECIAL PROVISION "NONDISCRIMINATION" (000---2607)
SPECIAL PROVISION TO ITEM 164 (164---002)
SPECIAL PROVISION TO ITEM 247 (247---033)
SPECIAL PROVISION TO ITEM 464 (464---006)
SPECIAL PROVISION TO ITEM 465 (465---002)
SPECIAL PROVISION TO ITEM 500 (500---011)
SPECIAL PROVISION TO ITEM 502 (502---033)
SPECIAL PROVISION TO ITEM 672 (672---034)
SPECIAL PROVISION TO ITEM 1122 (1122---002)

SPECIAL SPECIFICATIONS:

ITEM 1122 TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS
ITEM 3267 DENSE-GRADED HOT-MIX ASPHALT (SMALL QUANTITY)

GENERAL: THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER PERTINENT ITEMS, IF ANY, AS MAY BE REFERRED TO IN THE ABOVE-LISTED SPECIFICATION ITEMS, AND INCLUDING THE SPECIAL PROVISIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFICATIONS FOR THIS PROJECT.

General Decision Number: TX140056 01/03/2014 TX56

Superseded General Decision Number: TX20130056

State: Texas

Construction Type: Highway

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

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

Modification Number	Publication Date
0	01/03/2014

* SUTX2011-013 08/10/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures)	$ 12.98	
ELECTRICIAN	$ 27.11	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.34	
Structures	$ 12.23	
LABORER		
Asphalt Raker	$ 12.36	
Flagger	$ 10.33	
Laborer, Common	$ 11.02	
Laborer, Utility	$ 11.73	
Pipelayer	$ 12.12	
Work Zone Barricade Servicer	$ 11.67	
PAINTER (Structures)	$ 18.62	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	$ 14.06	
Asphalt Paving Machine	$ 14.32	
Broom or Sweeper	$ 12.68	
Concrete Pavement Finishing Machine	$ 13.07	
Concrete Paving, Curing, Float, Texturing Machine	$ 11.71	
Concrete Saw	$ 13.99	
Crane, Hydraulic 80 Tons or less	$ 13.86	

Crane, Lattice boom 80 tons or less.....$ 14.97
Crane, Lattice boom over 80 Tons.....$ 15.80
Crawler Tractor.....$ 13.68
Excavator, 50,000 pounds or less.....$ 12.71
Excavator, Over 50,000 pounds.....$ 14.53
Foundation Drill, Crawler Mounted.....$ 17.43
Foundation Drill, Truck Mounted.....$ 15.89
Front End Loader 3 CY or Less.....$ 13.32
Front End Loader, Over 3 CY.$ 13.17
Loader/Backhoe.....$ 14.29
Mechanic.....$ 16.96
Milling Machine.....$ 13.53
Motor Grader, Fine Grade....$ 15.69
Motor Grader, Rough.....$ 14.23
Off Road Hauler.....$ 14.60
Pavement Marking Machine....$ 11.18
Piledriver.....$ 14.95
Roller, Asphalt.....$ 11.95
Roller, Other.....$ 11.57
Scraper.....$ 13.47
Spreader Box.....$ 13.58

Servicer.....$ 13.97

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

TRUCK DRIVER
Low Boy Float.....$ 16.03
Single Axle.....$ 11.46
Single or Tandem Axle Dump..$ 11.48
Tandem Axle Tractor w/Semi Trailer.....$ 12.27

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

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

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

* an existing published wage determination
* a survey underlying a wage determination

* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

SPECIAL PROVISIONS

2004 Specifications

SPECIAL PROVISION

000--2607
Nondiscrimination

Description. All recipients of federal financial assistance are required to comply with various nondiscrimination laws including Title VI of the Civil Rights Act of 1964, as amended, (Title VI). Title VI forbids discrimination against anyone in the United States on the grounds of race, color, or national origin by any agency receiving federal funds.

Texas Department of Transportation, as a recipient of Federal financial assistance, and under Title VI and related statutes, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.C. § 2000d-3), color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any Department programs or activities.

Definition of Terms. Where the term "contractor" appears in the following six nondiscrimination clauses, the term "contractor" is understood to include all parties to contracts or agreements with the Texas Department of Transportation.

Nondiscrimination Provisions. During the performance of this contract, the contractor agrees as follows:

(1) Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to

its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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11/18/2014 8:22

6443 Jefferson Co. Greenpond Gulley Crossover

*** Arthur Tucker

BID TOTALS

Biditem	Description	Status - Rnd	Quantity	Units	Unit Price	Bid Total
10	REMOVE STAB BASE & ASPHALT PAVING (0-10")	U	533.000	SY	17.00	9,061.00
20	EXCAVATION (ROADWAY & CHANNEL)	U	423.000	CY	22.00	9,306.00
30	EMBANKMENT (FINAL)(ORD COMP)(TY C)	U	443.000	CY	30.00	13,290.00
40	CELL FBR MLCH SEED (PERM)(RURSL)(CLAY)	U	1,360.000	SY	0.45	612.00
50	FL BS (CMP IN PLC)(TY A GR 2)(FINAL POS)	U	171.400	CY	140.00	23,996.00
60	ASPHALT STAB BASE (GR 1)(PG 64)	U	503.600	TN	112.00	56,403.20
70	RC PIPE (CL III)(24 IN)	U	101.000	LF	130.00	13,130.00
80	RC PIPE (CL III)(36 IN)	U	44.000	LF	210.00	9,240.00
90	INLET (COMPL)(PAZD)(FG)(3FTX3FT-3FTX3FT)	U	1.000	EA	5,800.00	5,800.00
100	SET (TY II)(24 IN)(RCP)(6:1)(P)	U	1.000	EA	1,480.00	1,480.00
110	SET (TY II)(36 IN)(RCP)(6:1)(P)	U	2.000	EA	3,700.00	7,400.00
120	REMOV STR (SET)	U	1.000	EA	375.00	375.00
130	MOBILIZATION	U	1.000	LS	18,300.00	18,300.00
140	BARRICADES, SIGNS AND TRAFFIC HANDLING	U	2.000	MO	2,000.00	4,000.00
150	RELOCATE SM RD SN SUP & AM TY 10BWG	U	9.000	EA	365.00	3,285.00
160	REMOVE SM RD SN SUP & AM	U	1.000	EA	51.00	51.00
170	REFL PAV MRK TY I (W) 4" (SLD) (090MIL)	U	77.000	LF	3.10	238.70
180	REFL PAV MRK TY I (W) 8" (SLD) (090MIL)	U	374.000	LF	4.65	1,739.10
190	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	U	40.000	LF	10.50	420.00
200	REFL PAV MRK TY I (W) (ARROW) (090MIL)	U	2.000	EA	360.00	720.00
210	REFL PAV MRK TY I (Y) 4" (SLD) (090MIL)	U	1,009.000	LF	3.10	3,127.90
220	REFL PAV MRKR TY II-A-A	U	10.000	EA	12.50	125.00
230	REFL PAV MRKR TY II-C-R	U	19.000	EA	12.50	237.50
240	ELIM EXT PAV MRK & MRKRS (4')	U	1,298.000	LF	0.85	1,103.30
250	ELIM EXT PAV MRK & MRKRS (8')	U	68.000	EA	4.10	278.80
260	ELIM EXT PAV MRK & MRKRS (ARROW)	U	1.000	EA	155.00	155.00
270	TEMPORARY SEDIMENT CONTROL FENCE INSTLL	U	100.000	LF	4.10	410.00
280	TEMPORARY SEDIMENT CONTROL FENCE REMOVE	U	100.000	LF	1.05	105.00
290	D-GR HMA(SQ) TY-D PG64-22	U	50.400	TN	240.00	12,096.00

Bid Total ==========> $196,485.50

XL Group
Insurance
Reinsurance

BID BOND

☒ **XL Specialty Insurance Company**
☐ **XL Reinsurance America Inc.**
☐ **Greenwich Insurance Company**

XL Specialty Insurance Company
Surety Administrative Office
300 Lombard Street, Ste. 1470
Baltimore, MD 21202

KNOW ALL MEN BY THESE PRESENTS: That we APAC-TEXAS, INC. (hereinafter called the Principal), and XL Specialty Insurance Company, a corporation duly organized and existing under the laws of the State of Delaware , (hereinafter called the Surety), are held and firmly bound unto Jefferson County, Texas (hereinafter called the Obligee) in the sum of FIVE PERCENT OF AMOUNT BID Dollars ($ 5% OF AMOUNT BID) , lawful money of the United States of America, for the payment of which, well and truly be made, we, the said Principal and the said Surety, bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a bid for the US 90 Crossover at Green Pond Gully Road (POA# XL1505111).

Now, Therefore, If the Obligee shall accept the bid of the Principal within the period specified therein, or if no period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation is to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in event shall liability hereunder exceed the penal sum hereof.

Signed, sealed and delivered this 18th day of November, 2014.

Melissa McKague
(Witness)

APAC-TEXAS, INC.
(Principal) (Seal)
By Scott Blanchard, Asst. Secretary

XL Specialty Insurance Company
(Surety) (Seal)

(Witness)

By Artie Tucker, Attorney-in-Fact

SB-0101 (rev. 2/12)

SURETY ACKNOWLEDGMENT

STATE OF Texas }
COUNTY OF Jefferson } **SS**

On this 18th day of November, 2014, before me personally came Artie Tucker to me known, who, being by me duly sworn, did depose and say that he is an Attorney-In-Fact of XL SPECIALTY INSURANCE COMPANY the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

Melissa McKague

Notary Public

MELISSA MCKAGUE
Notary Public, State of Texas
My Commission Expires
June 14, 2016

XL Group
Insurance
Reinsurance

Power of Attorney
XL Specialty Insurance Company
Greenwich Insurance Company
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER
LIMITED POWER OF ATTORNEY
XL1505111

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, Greenwich Insurance Company, Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, , do hereby nominate, constitute, and appoint:

L.L. Mathews Jr., Kal A. Kincaid, Scott N. Blanchard, Larry P. Mathews, Angela Kvarme, Artie Tucker, Jose A. Torres

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, , for APAC-Texas, Inc. for the penal sum of no one of which is in any event to exceed $10,000,000.00 - FOR BID BONDS ONLY.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - In - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 31st day of January 2013.

RESOLVED, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this January 31st, 2013.

XL SPECIALTY INSURANCE COMPANY
GREENWICH INSURANCE COMPANY

By: David S. Hewett
SENIOR VICE PRESIDENT

Attest: Toni Ann Perkins
SECRETARY

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

On this 31st day of January, 2013, before me personally came David S. Hewett to me known, who, being duly sworn, did depose and say: that he is Senior Vice President of XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.

KIM D. SILVA
NOTARY PUBLIC
My Commission Expires June 30, 2016
STATE OF CONNECTICUT

Kim D. Silva
NOTARY PUBLIC

NOTICE TO POLICYHOLDERS

TEXAS

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call XL Insurance toll-free telephone number for information or to make a complaint at

1-800-622-7311

You may also write to XL Insurance at

Seaview House
70 Seaview Avenue
Stamford, CT 06902-6040

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance

P.O. Box 149104
Austin, TX 78714-9104
FAX: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail:
ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim, you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:
This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de XL Insurance para informacion o para someter una queja al

1-800-622-7311

Usted tambien puede escribir a XL Insurance

Seaview House
70 Seaview Avenue
Stamford, CT 06902-6040

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104
Austin, TX 78714-9104
FAX: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail:
ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

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APAC-Texas, Inc. • Trotti & Thomson Division • P.O. Box 20779 • Beaumont, Texas 77720-0779
(409) 866-1444 • Fax (409) 866-5541

November 18, 2014

Jefferson County, Texas
Purchasing Dept.
1149 Pearl Street
Beaumont, TX 77701

RE: Minority Business Enterprise good faith effort

PROJECT: US 90 Crossover @ Green Pond Gully Road
IFB 14-048/KJS

TO WHOM IT MAY CONCERN:

APAC-Texas, Inc. strives to assist the County in meeting MBE goals by inviting Minority owned businesses (MBE) and Historically Underutilized Businesses (HUB) to participate in the bid process.

The following business has been invited to submit bids on the above mentioned project:

CPAVE, Inc.
PO BOX 38548
Houston, TX 77238
PH: 281-987-9618

Norman Highway Constructors, Inc.
PO BOX 2440
Orange, TX 77631
PH: 409-988-0326

Sincerely,

Scott Blanchard,
Asst. Secretary

apac

Trotti & Thomson Division

CURRENT PROJECTS

Project #	Project	Owner	Type of Work	Contract Amount	Completed:
2963	Jefferson County FM 365	Texas Dept of Transportation	Rehab roadway	$7,117,385.00	In Progress
2997	Newton County FM 1414	Texas Dept of Transportation	Edge stabilization	$821,329.00	In Progress
3026	Newton Co. FM 1414 Edge Stabilization	Texas Dept of Transportation	Widening Road	$955,996.00	In Progress
3035	Orange Co. CR New Road & Railroad Crossing	Texas Dept of Transportation	Construct New Road and Track	$3,240,325.00	In Progress
3044	ewton Co. FM 363 Raise Roadway & Replace Brid	Texas Dept of Transportation	Bridge Construction	$3,877,298.00	In Progress
3048	Jefferson Co. PW Sea Rim	Texas Dept of Transportation	Road Construction	$3,877,298.91	In Progress
3062	Newton Co. FM 1414 Widen Roadway	Texas Dept of Transportation	Widening Road	$1,351,308.00	In Progress
3064	TXDOT Jasper FM 254 Edge Stabilization	Texas Dept of Transportation	Widening Road	$259,576.60	In Progress
3065	TXDOT Jasper Co. FM 2799 Edge Stabilization	Texas Dept of Transportation	Widening Road	$785,636.00	In Progress
3069	Orange Co. FM 105	Texas Dept of Transportation	Widening Road	$3,989,094.00	In Progress
3070	Sabine Co. CR (Rock Creek & Williams Drive)	Texas Dept of Transportation	Bridge Construction	$436,423.00	In Progress
3071	DOT Jefferson County SH 73 ACP, Shoulder Text	Texas Dept of Transportation	Bridge Construction	$5,975,104.16	In Progress
3072	Liberty Co Cedar Estates Street Improvements	Liberty Co	Road Work	$290,276.60	In Progress
3073	Lamar Asphalt Parking for Band Revised	Lamar University	Parking lot	$340,270.79	In Progress
3075	KDOT Liberty Co. US 90 GR, BS, STR, PVMT, SIG	Texas Dept of Transportation	Word Work	$20,677,586.00	In Progress

Work History

2932	Orange County Ferry Road	Texas Dept of Transportation	Reconstruct Road	$2,247,749.00	February '11
2935	Jasper County US 96	Texas Dept of Transportation	Full Depth Repair/ACP	$2,938,391.00	September '10
2936	Jefferson County SH 347	Texas Dept of Transportation	Overlay existing roadway	$3,516,358.00	November '10
2939	Jasper County FM 1131	Texas Dept of Transportation	Restore & Overlay existing roadway	$1,104,127.00	September '10
2940	Jasper County FM 1131	Texas Dept of Transportation	rovide additional paved surface wid	$2,217,087.00	September '10
2941	Bear Creek Estates	Miltex Properties	Clear and build roadway	$1,299,491.00	September '10
2942	City of Silsbee	City of Silsbee	Drainage improvements FM 418	$576,973.00	February '11
2945	Orange County FM 105	Texas Dept of Transportation	Overlay existing roadway & add	$304,484.00	March '11
2946	City of Port Arthur	City of Port Arthur	39th Street overlay	$635,000.00	February '11
2947	ExxonMobil	Worley Parsons	Main gate relocation	$2,158,261.00	February '11
2948	Jefferson County US 90	Encino Landscape	Asphalt Overlay	$108,999.00	July '10
2949	McFaddin Wildlife Refuge	Tennessee Valley Authority	Paving	$121,408.00	July '10
2950	Chambers County IH-10	Texas Dept of Transportation	onvert 2 way frontage Road to 1 wa	$186,354.00	September '10
2951	Jefferson County SH 87	Texas Dept of Transportation	Remove & replace existing flex bas	$409,385.00	September '10
2952	ExxonMobil Credit Union	ExxonMobil	Parking lot repairs	$292,628.00	September '10
2953	Jasper TX Electric Co-Op	Jasper TX Electric Co-Op	Concrete slab	$230,093.00	September '10
2954	Atlanta Ave/Boston Ave.	City of Nederland	Parking lot repairs	$241,051.00	September '10
4608	Wildwood Association	Wildwood Association	Asphalt Overlay	$50,148.00	January '06
2853	Motiva North Gate House	BO-MAC	Paving of entrance & parking lot	$191,150.58	January '06
2820	Hardin County US 69	Texas Dept of Transportation	verlay exist roadway & continuos le	$3,991,739.24	January '06
2756	Jasper County US 96	Texas Dept of Transportation	Widen to 4 lanes(rural) (16.6 miles)	$26,385,976.78	January '06
2803	Jasper County US 96	Texas Dept of Transportation	Widen 4 lane divided (rural)	$16,544,010.00	February '06
2832	Hardin County FM 418	Texas Dept of Transportation	Rehab existing roadway	$5,461,087.64	February '06
2857	Jefferson County US 69	Texas Dept of Transportation	New two lane frontage roads	$1,060,328.75	March '06
2842	Hardin County US 69	Texas Dept of Transportation	hab existing roadway & add should	$4,455,462.34	May '06
2848	Orange County SH 73	Texas Dept of Transportation	Rehab existing roadway	$5,590,403.55	June '06

2852	Hardin County FM 1003	Texas Dept of Transportation	Replace Bridges & approaches	$1,505,379.97	August '06
2866	Orange County IH-10	Texas Dept of Transportation	Mill & Overlay existing roadway	$1,520,927.00	September '06
2870	Hardin County	Hardin County	Pinewood Entrance road rehab	$126,657.50	October '06
2873	Liberty County SH	Texas Dept of Transportation	Patch & overlay for Smith & Co	$339,074.00	December '06
2864	Newton County CR	Texas Dept of Transportation	Replace Bridge & approaches	$776,757.00	February '07
2868	Jefferson County SH 87	Texas Dept of Transportation	Mill & Overlay existing roadway	$1,483,916.00	February '07
2869	Tyler County FM 1013	Texas Dept of Transportation	ovide additional paved surface wid	$1,898,500.00	February '07
2844	Fort Polk Aviation Hangar	Walton Construction	Concrete paving	$558,072.00	February '07
2875	Chambers County FM 1405	Angel Brothers	Concrete paving	$5,937,172.00	March '07
2877	Martin Gas	Mason Construction	Lay mix	$273,195.00	March '07
2878	Jefferson County SH 124	LD Construction	SH 124	$257,500.00	March '07
2979	Smarts Truck & Trailer	Smarts Truck & Trailer	12" Concrete Road	$150,510.00	April '07
2880	TOTAL Petrochemical	TOTAL Petrochemicals	New laydown area	$244,808.00	April '07
2860	Newton County SH 12	Texas Dept of Transportation	Restore existing roadway	$5,525,979.00	April '07
2836	Jefferson County US 69	Texas Dept of Transportation	Crack, seal, joint seal, ACP & PFC	$11,245,567.00	May '07
2865	Jefferson County Hwy 90	Texas Dept of Transportation	Rehab existing roadway	$450,764.00	May '07
2883	Jefferson County US 69	Texas Dept of Transportation	Overlay, planning, ACP & Striping	$1,612,619.00	July '07
2869	Tyler County FM 1013	Texas Dept of Transportation	ovide additional paved surface wid	$1,898,500.00	August '07
2890	Jefferson County SH 87	Texas Dept of Transportation	Widen pavement/overlay	$534,863.00	August '07
2885	Hardin County US 69	Texas Dept of Transportation	Overlay existing roadway	$3,457,717.00	September '07
2889	Port of Beaumont	Port of Beaumont	7 acre laydown area at Buford St.	$1,435,358.00	September '07
2874	Tyler County FM 1013	Texas Dept of Transportation	Design & Build Main Gate	$58,000.00	September '07
2816	Jefferson County US 69 Spurlock	Texas Dept of Transportation	Convert non-freeway to freeway	$24,780,295.00	November '07
2887	Orange County SH 73	Texas Dept of Transportation	pair pavement & overlay existing ro	$2,701,123.00	November '07
2886	Orange County FM 1136	Texas Dept of Transportation	Restore existing roadway	$1,171,634.34	November '07
2892	Jefferson County	Texas Dept of Transportation	Overlay existing roadway	$1,197,691.00	December '07
2897	McFaddin Wildlife Refuge	Tennessee Valley Authority	Asphalt paving		February '08
2884	Orange County IH-10	Texas Dept of Transportation	verlay, PFC, PAV, Repair, Joint se	$4,906,288.18	March '08
2894	Jefferson County Walden Road	Texas Dept of Transportation	Replace Bridges & approaches	$426,216.10	March '08
2851	Liberty County US 90	Texas Dept of Transportation	o Convert Non-Freeway to Freewa	$8,379,064.30	March '08
2908	Old Sour Lake Road	Jefferson County	Asphalt Overlay	$360,184.00	July '08
2906	Orange County FM 105	Texas Dept of Transportation	Concrete Pav repair, joint seal,	$1,436,990.00	August '08
2872	Jasper County US 96	Texas Dept of Transportation	Widen and reconstruct	$14,071,316.00	August '08
2905	Jefferson County Calder Ave.	Texas Dept of Transportation	Replace Bridge & approaches	$385,699.00	September '08
2912	Brooks Road @ Willow Marsh	Jefferson County	Replace Bridge	$404,850.00	October '08
2898	Newton County SH 12	Texas Dept of Transportation	Mill & Overlay existing roadway	$2,122,362.00	November '08
2904	Tyler County FM 1943	Texas Dept of Transportation	Replace Bridge & approaches	$1,194,855.00	November '08
	Holly Street Repair	ExxonMobil	Reconstruct Road	$68,000.00	December '08
2910	Tyler County US 190	Texas Dept of Transportation	ACP, Base Repari, Stripe	$5,103,679.00	December '08
	Charlton-Pollard Lot	ExxonMobil	Asphalt paving	$849,000.00	January '09
2911	Liberty County FM 1410	Texas Dept of Transportation	Replace Bridge & approaches	$541,765.00	February '09
	Gate - Phase II	ExxonMobil	Reconstruct Road	$985,000.00	April '09
2876	Orange County SH 12	Texas Dept of Transportation	Reconstruct 2 lanes w/ a	$5,968,267.00	June '09
2900	Motiva	Bechtel Jacobs	Heavy Haul Road	$11,545,645.00	June '09
2915	Jefferson County	Jefferson County	Various bridge replacements	$1,417,089.00	June '09
2903	Jefferson County IH-10, Etc.	Texas Dept of Transportation	Overlay existing roadway	$5,646,455.00	August '09
2937	Jefferson County Bridges	Jefferson County	Bridge replacement	$401,663.00	September '09
2888	Jefferson County IH-10	Texas Dept of Transportation	Rehabilitate Existing roadway	$9,794,825.00	September '09
2909	Orange County FM 1442	Texas Dept of Transportation	Restore & Overlay existing roadway	$2,694,261.00	October '09
2934	Hardin County US 69	Texas Dept of Transportation	Flexible pavement structure repair	$374,098.00	October '09
2943	City of Orange	Jerry Walley Construction	1.5" overlay	$254,724.00	October '09
2948	Jefferson County US 90	Encino Landscape	Asphalt overlay	$108,999.00	November '09

2930	Hardin County Woodway Blvd	Hardin County	Bridge rehabilitation	$2,133,649.00	December '09
2955	Beaumont Municipal Airport	Texas Dept of Transportation	Runway Improvements	$2,025,212.00	
2957	Newton County FM 253	Texas Dept of Transportation	Rehab & Widen	$779,988.00	
2961	Jefferson County US 69	Texas Dept of Transportation	Slope Stabilization	$1,005,149.00	
2965	Tyler County FM 256	Texas Dept of Transportation	Add paved surface width	$2,655,213.00	Jun-11
2969	Jasper County US 96	Texas Dept of Transportation	Move & replace base material	$248,070.00	Mar-11
2972	ExxonMobil B&P	Worley Parsons	Bypass	$2,515,306.00	Mar-11
2974	Liberty County CR 2132	Texas Dept of Transportation	Bridge Replacement	$321,704.00	Mar-11
2975	Jefferson County SH 124	Texas Dept of Transportation	Add left turn lane	$276,997.00	Jun-11
2977	Orange County FM 1442	Texas Dept of Transportation	Rt turn lane & signals	$412,152.00	Aug-11
2978	SET Regional Airport			$550,199.00	Feb-11
2979	Hardin County US 69	Texas Dept of Transportation	Microsurfacing	$2,859,767.00	Aug-11
2981	Nederland	City of Nederland	Concrete street repairs	$201,430.00	Complete
2982	Jefferson County SH 124	Texas Dept of Transportation	Milling and overlay	$1,562,695.00	Jun-11
2983	Jefferson County VA RR	Texas Dept of Transportation	Milling and overlay	$926,206.00	Mar-12
2984	Total DCP	TOTAL Refinery	Paving	$1,459,509.00	Jul-11
2985	ExxonMobil	ExxonMobil	Roadway Maintenance	$180,000.00	Dec-10
2987	Valero	Valero	Road Rehab	$374,472.00	Complete
2988	Newton County SH 87	Texas Dept of Transportation	Super-Elevation	$555,885.00	May-11
2989	ShawCor	ShawCor	Pipe Protection Site Work	$678,644.00	Jul-11
2990	Mason Construction	Valero	Unit Paving 2" HMA	$155,094.00	Complete
2991	West Orange	City of West Orange	TDRA Recovery Project	$871,281.00	Aug-11
2992	Sour Lake	City of Sour Lake	2008 TDRA Ike Recovery	$231,844.00	May-11
2993	Jasper County SH 62	Texas Dept of Transportation	Base Repair	$301,918.00	Aug-11
2994	BO-MAC	LNG	Asphalt overlay	$925,720.00	Complete
2995	Lumberton	City of Lumberton		$341,387.00	Sep-11
2998	Event Center	City of Beaumont	Event Center parking lot	$973,553.00	Feb-12
2999	Craigen Road Bridge	Jefferson County	Bridge Replacement	$801,907.00	Jan-12
3001	Orange County IH-10	Texas Dept of Transportation	Frontage Roads	$2,581,062.00	Sep-11
3002	Island Park X-Ray Slab	CBI	Asphalt overlay		Jul-13
3003	Jasper County Fish Hatchery	Texas Dept of Transportation		$462,636.85	Oct-11
3004	Jefferson County US 69	Texas Dept of Transportation		$2,784,417.79	Oct-11
3005	Orange Co Road Imp	Orange County	Road Improvements	$1,177,083.45	Aug-11
3006	Port Arthur Utility Access Road	Port Arthur EDC		$100,162.20	Jul-11
3007	Motiva OSBL Paving	Turner		$2,124,864.27	Feb-12
3008	TGS: POB Rail Improvements	Port of Beaumont	Rail Improvements	$451,305.50	Nov-11
3009	Sulfur Truck Route	Valero	Asphalt overlay	$128,750.00	Aug-11
3010	Orange County Improvements	Port of Beaumont		$8,409,165.00	Complete
3011	Merriman Street		Overlay	$175,500.00	Aug-11
3012	Montage Center	Lamar University	Ditch & Asphalt Repairs	$112,944.50	Aug-11
3013	Jasper County US 96	Texas Dept of Transportation		$580,985.38	Oct-11
3014	Jefferson County FM 365	Texas Dept of Transportation		$1,026,845.38	Oct-11
3015	Jefferson County SH 82	Texas Dept of Transportation		$4,626,388.85	Jul-12
3016	JE Dunn	ExxonMobile	Parking lot repairs	$164,370.00	Jan-12
3017	Orange County FM 105	Texas Dept of Transportation		$1,805,820.00	Jun-12
3018	Pipeline Road Rehab	Chevron Pipeline		$259,405.38	Nov-11
3019		Exxon Refinery	Milling & Paving	$118,301.00	Complete
3020	Country Village Apartment Complex	Country Village Apartment Complex		$183,998.84	Dec-11
3021	HCU Control Room	Valero	Paving	$130,974.00	Feb-13
3022	Concrete Demo for Evans In Woodville	Evan Construction		$367,970.50	Feb-12
3023	Newton Co SH 87 Additional surface width	Texas Dept of Transportation		$2,777,739.88	Aug-12
3024	Motiva Barrier Casting Project	Recon	Construct Precast Barriers	$255,200.00	Apr-12
3025	Chevron Pipeline Terminal #2	Chevron Pipeline	Overlay	$273,576.40	Complete

3027	Chambers Co. FM 3180 Widen Intersection	Texas Dept of Transportation	Widening Road	$180,098.37	Jul-12
3028	Chambers Co. FM 1406	Texas Dept of Transportation	Road Construction	$529,842.47	Jul-12
3029	Jefferson Co. SH 87	Texas Dept of Transportation	Road Construction		May-12
3030	Jefferson Co. IH-10 Overlay	Texas Dept of Transportation	Overlay		Jun-12
3031	Afton Chemical Crossing Repair	Afton	Overlay	$174,282.00	Complete
3032	Jefferson Co. Needmore Bridge	Texas Dept of Transportation	Bridge Construction	$705,478.00	Jul-12
3033	Tyler Co. FM 1746 Edge Stabilization	Texas Dept of Transportation	Widening Road	$190,454.00	Aug-12
3034	SHAWCOR Cardon IV Project Site Work	ShawCor	Site Work	$580,826.00	May-12
3036	Jasper Co. US 190	Texas Dept of Transportation	Overlay	$699,036.00	Jul-12
3037	Tyler Co. US 69 Overlay roadway & Bridge Repair	Texas Dept of Transportation	Road Rehab	$1,244,823.00	Sep-12
3038	City of Sour Lake Overlay #2	City of Sour Lake	Overlay	$120,963.90	May-12
3039	TXDOT Jasper Co.	Texas Dept of Transportation	Road Construction	$221,738.10	Complete
3040	Valero Loading Dock Ramp and Concrete Roadway	Valero	Concrete Work	$252,010.50	Oct-12
3041	Mason/Valero Sulfur Truck Scale Paving	Mason Construction	Overlay	$177,250.00	Jun-12
3042	County DRS010214 Seal Coat Japanese Road & F	Texas Dept of Transportation	Seal Coat	$241,001.20	Jun-12
3043	Jefferson SH 347 Rehab Roadway	Texas Dept of Transportation	Road Construction	$2,015,985.00	Oct-12
3045	fferson Co. IH10 Repair Existing Pavement & Over	Texas Dept of Transportation	Patching	$2,393,201.00	Sep-12
3046	Jefferson Co. Road Improvements on Ave. H	Texas Dept of Transportation	Road Construction		Jul-12
3049	Goodyear Chemical 850 Unit	Goodyear	Concrete Work	$1,050,700.00	Feb-13
3050	Jasper Co. RE 255	Texas Dept of Transportation	Road Construction	$110,541.21	Oct-12
3051	Gerdau Concrete Sidewalk Project	Gerdau Ameristeel	Concrete Work	$182,944.00	Nov-12
3052	Jasper Co. FM 1013 Additional Paved Surface	Texas Dept of Transportation	Widening Road	$1,998,013.00	Jul-13
3053	Jefferson Co. US 90 Mill & Overlay	Texas Dept of Transportation	Overlay	$776,636.00	Apr-13
3054	Hardin Co. US 69 Overlay Roadway	Texas Dept of Transportation	Overlay	$2,061,902.00	Feb-13
3055	Valero T&M September 2012	Valero	Site Work	$147,500.00	Complete
3056	Bomac/Valero Roadway Paving	BO-MAC	Paving	$258,780.00	Feb-13
3057	Sabine Co. CR (Tuttle Rd.)	Texas Dept of Transportation	Bridge Construction	$379,351.90	Complete
3058	Goodyear Houston Parking Lots	Goodyear	Overlay	$118,989.50	Jan-13
3059	Jefferson County Courthouse: Pearl St. Parking Lo	Jefferson County	Overlay	$135,757.20	Feb-13
3060	City of Orange East Orange Street Improvements	City of Orange	Overlay	$1,141,774.00	Mar-13
3061	Jefferson Co. IH 10 Flex Base	Texas Dept of Transportation	Patching	$641,464.00	May-13
3063	ISTC Drive Entrance & Exit	ISTC	Site Work	$154,023.00	Apr-13
3066	Goodyear HSE Concrete Work	Goodyear	Concrete Work	$105,373.00	May-13
3067	Jefferson Co. US 90 Mill & Overlay	Texas Dept of Transportation	Overlay	$1,347,159.25	Jul-13
3068	Orange Co. FM 1006	Texas Dept of Transportation	Overlay	$732,186.15	Jun-13
3074	Chevron Cedar Bayou for Strike	Chevron	Industrial work	$493,989.00	May-13

ACTION IN LIEU OF MEETING OF THE DIRECTORS OF

APAC-TEXAS, INC.

August 1, 2012

The undersigned, being all of the members of the Board of Directors of APAC-Texas, Inc., a Delaware corporation (the "***Corporation***"), do hereby, pursuant to §141(f) of the Delaware General Corporation Law, give this written consent (a) to the dispensation of an annual meeting of the Board of Directors of the Corporation, and (b) to the taking of the following actions, such actions to have the same force and effect had a meeting been duly called and held:

I. ELECTION OF OFFICERS

RESOLVED, that effective August 1, 2012 all previous elections of officers are terminated, and the following persons be and hereby are elected to serve as officers of the Corporation in the capacities set forth opposite their respective names until such time as their successors shall be elected and qualified:

Stephen R. Koonce	President
Kal A. Kincaid	Vice President/Asst. Secretary
Joe Naivar, Jr.	Vice President/Asst. Secretary
Mike Wallace	Vice President/Asst. Secretary
Brandon Smith	Vice President/Asst. Secretary
William B. Miller	Admn. Vice President/Assistant Secretary
Brian R. Watson	Vice President-Finance
Charles Brown	Treasurer/Assistant Secretary
Richard Blythewood	Secretary/Asst. Treasurer

FURTHER RESOLVED, that the appropriate officers of the Corporation be and each of them hereby is authorized to execute and deliver such agreements, contracts, documents, certificates and other instruments, under the seal of the Corporation if required, for the purpose of conducting the Corporation's business, including without limitation selling products and securing construction work, and to take such other action, as they may deem necessary, advisable, convenient or appropriate to carry out and fully perform duties incident to the office or offices so appointed, and such other duties as may be prescribed by the Board of Directors from time to time;

FURTHER RESOLVED, that the following persons are hereby designated officers solely for the purpose of attesting signatures of other officers on behalf of the Corporation, and for executing and attesting various corporate documents, tax returns, affidavits, and similar such instruments as may be necessary from time to time:

Angela Kvarme	Asst. Secretary/ Asst. Treasurer	Kirk D. Morris	Assistant Secretary
		Michael G. O'Driscoll	Assistant Secretary
Stephen Spinn	Asst. Secretary/ Asst. Treasurer	Gary P. Hickman	Assistant Secretary
		Michael F. Deaton	Assistant Secretary
Steve Millington	Asst. Secretary	M. Craig Hall	Assistant Secretary
Michael R. Baxter	Assistant Secretary	Russell Lindsey	Assistant Secretary
Scott Blanchard	Assistant Secretary	David M. Toolan	Assistant Secretary
Larry Mathews	Assistant Secretary	Dean W. Buchanan	Assistant Secretary

II. APPOINTMENT OF AUTHORIZED EMPLOYEES

RESOLVED, that effective August 1, 2012 all previous appointments of Authorized Employees are terminated, and the following persons be and each of them hereby is appointed to serve as an Authorized Employee of the Corporation, which persons shall be authorized to execute and deliver such

agreements, contracts, documents, certificates and other instruments, under the seal of the Corporation if required, for the purpose of conducting the Corporation's business, including without limitation selling products and securing construction work:

Michael R. Baxter	Chris S. Michael
Scott Blanchard	Dean Donnellan
Robert Brown	Greg Morisey
Mike Brown	Kirk D. Morris
James A. Connor	Ryan Lindsey
Russell Lindsey	Rebecca Rutledge
L.L. Mathews	David Reese
Larry Mathews	Lance Phillips

FURTHER RESOLVED, that the President of the Corporation may, from time to time, without further action by the Board of Directors, appoint other persons to serve as authorized employees, or remove any individuals from this capacity, and to direct those appointed to take such action, as he may deem necessary, advisable, convenient or appropriate to carry out and fully perform the duties incident to the office of President.

III. AUTHORIZATION OF TRADE NAMES

RESOLVED, that the activities and operations of the Corporation may be carried on in any of the following names or trade names as may from time-to-time be deemed necessary or appropriate:

APAC-Texas, Inc.
Mathews Construction
Texas Bitulithic Division; APAC-Texas, Inc.
Trotti & Thomson Division; APAC-Texas, Inc.
APAC-Texas, Inc., Wheeler Companies
Lindsey Contractors, Inc.

FURTHER RESOLVED, that the President of the Corporation may, from time to time, without further action by the Board of Directors, authorize the use of additional trade names, and to deem unauthorized any trade name previously authorized, as he may deem necessary, advisable, convenient or appropriate.

BE IT FURTHER RESOLVED, that this resolution can be executed in multiple counterparts and that each counterpart taken together shall constitute a complete and duly executed original hereof, and that a facsimile of PDF copy of this resolution shall be legal and binding the same as an executed original hereof.

FURTHER RESOLVED, that the original of this Consent, after execution by the Directors of the Corporation, be filed in appropriate order in the minute book of the Corporation.

IN WITNESS WHEREOF, the undersigned constituting all of the members of the Board of Directors of the Corporation have hereunto set their hands effective as of the date first set forth above.

John W. Parson

Robert K. Randolph

Robert K. Randolph

Stephen R. Koonce

IN WITNESS WHEREOF, the undersigned constituting all of the members of the Board of Directors of the Corporation have hereunto set their hands effective as of the date first set forth above.

John W. Parson

Robert K. Randolph

Stephen R. Koonce

IN WITNESS WHEREOF, the undersigned constituting all of the members of the Board of Directors of the Corporation have hereunto set their hands effective as of the date first set forth above.

John W. Parson

Robert K. Randolph

Stephen R. Koonce

STATEMENT OF BIDDER'S QUALIFICATIONS

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

Name of Bidder: APAC-Texas, Inc. Date Organized: 1945

Address: PO BOX 20779, Beaumont, TX 77720-0779 Date Incorporated: 1980

Number of Years in contracting business under present name 68

CONTRACTS ON HAND:

Contract	Amount $	Completion Date
Please see attached.		

Type of work performed by your company: Road, highway & bridge construction

Have you ever failed to complete any work awarded to you? No

Have you ever defaulted on a contract? No

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

Project	Amount $	Mo/Yr Completed
Please see attached.		

Major equipment available for this contract: APAC-Texas, Inc. owns over 200 pieces of equipment as well as has access to a national rental account.

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

Credit available: $ Available on request Bank reference: Bank of America Vandana Vyas PH: 925-675-7784

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

Executed this 18th day of November, 20 14.

By: (signature) _____ Title: Asst. Secretary

(print name) Scott Blanchard

P.O. Box 20779 Beaumont, Texas 77720

SEALED BID DOCUMENTS
FOR
US 90 CROSSOVER AT GREEN POND GULLY RD
BID NO: IFB 14-048/KJS
JEFFERSON COUNTY PURCHASING DEPT
ATTN: PURCHASING AGENT
1149 PEARL STREET, 1ST FLOOR
BEAUMONT, TX 77701
DUE: TUESDAY, November 18, 2014 BY 11:00 AM

11-18-14P03923-ARNV

ORIGINAL

CONTRACT DOCUMENTS
AND
TECHNICAL SPECIFICATIONS
FOR

JEFFERSON COUNTY

CHEEK COMMUNITY SEWER IMPROVEMENTS PROJECT

GRINDER PUMP INSTALLATION – CHEEK PHASE IV

CHEEK AREA COMMUNITY
JEFFERSON COUNTY, TEXAS

"Texas Community Development Block Grant Program"
TXCDBG Contract No. 713250
ACE Job No. 114-18

JEFFERSON COUNTY TEXAS

DEPARTMENT OF AGRICULTURE TEXAS

STATE OF TEXAS
WILLIAM V. LARRAIN
51953
REGISTERED PROFESSIONAL ENGINEER

9/20/14

Action Civil Engineers, PLLC.
dba d.p. Consulting Engineers
3727 Port Arthur, Tx 77642
Phone: 409-983-6263
Fax: 409-983-6265
Firm Registration No.: F-3356
Email: dp@dpengineersinc.com

ACE
ACTION CIVIL ENGINEERS, PLLC

728-6253

ORIGINAL

JEFFERSON COUNTY
PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

October 21, 2014

LEGAL NOTICE

Advertisement for Invitation for Bids

Dear Bidders:

You are invited to submit bids in accordance with specifications packet, Invitation for Bid (IFB 14-049/KJS), Cheek Community Sewer Improvements GRINDER PUMPS Installation – Cheek Phase IV. All bids must be submitted with an original and three (3) copies to the Jefferson County Purchasing Agent, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 AM, Tuesday, November 18, 2014. Bids will be publicly opened and read at that time.

Specifications and plans are available for a non-refundable $75.00 charge at Action Civil Engineers, PLLC. 3727 Doctors Drive, Port Arthur, Texas 77642. Contact Number 409-983-6263. For questions and addendums see http://www.co.jefferson.tx.us/Purchasing/main.htm or call Karen Smith, Jefferson County Assistant Purchasing Agent at 409-835-8593.

A mandatory Pre-Bid Conference will be held on November 13, 2014 at 11:00 AM CST. The conference will be held in the Jefferson County Engineering Department Conference Room located on the fifth floor of the Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas 77701.

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.

All Bids shall be submitted to the Jefferson County Purchasing Agent in a sealed envelope marked:

BID NAME:	**Cheek Community Sewer Improvements GRINDER PUMPS– Cheek Phase IV**
BID NO:	**IFB 14-049/KJS**
DUE DATE/TIME:	**11:00 AM, November 18 , 2014**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, TX77701**

Sincerely,

Deborah L. Clark
Jefferson County
Purchasing Agent

Publish: The Beaumont Enterprise and The Port Arthur News on October 29th & November 5th, 2014.

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Notice to Bidders

IFB 14-049/KJS

SEALED BIDS, IN TRIPLICATE, SHALL BE SUBMITTED TO:

JEFFERSON COUNTY PURCHASING DEPARTMENT, FIRST FLOOR
JEFFERSON COUNTY COURTHOUSE
1149 PEARL STREET, BEAUMONT, TEXAS 77701

NO LATER THAN 11:00 AM, CENTRAL TIME, TUESDAY, NOVEMBER 18, 2014

MARK ENVELOPE:
"IFB 14-049/KJS- SEALED BID"

JEFFERSON COUNTY WILL NOT BE RESPONSIBLE
FOR UNMARKED OR IMPROPERLY MARKED ENVELOPES.

There is no expressed or implied obligation for Jefferson County to reimburse responding bidders for any expense incurred in preparing bid in response to this request and Jefferson County will not reimburse bidders for these expenses.

All bids must be received in the Purchasing Department before opening at **11:00AM CST on November 18, 2014**. Bids received after the date and time above will be considered void and unacceptable and returned to the vendor unopened. Jefferson County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Office shall be the official time of receipt.

FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

The enclosed Notice to Bidders and accompanying Specifications and Bid Forms must be completed prior to submission. Failure to complete forms/affidavits may render your bid null and void. Bids will be opened and read aloud in the Commissioners' Courtroom, Fourth Floor, 1149 Pearl Street, Beaumont, Texas.

In the event the Commissioners' Courtroom is in use at time of opening, bids will be opened in the Conference Room of the County Judge.

Hours for the Purchasing Department are 8:00 am – 5:00 pm central time, Monday - Friday.

General Terms and Conditions Of Bidding and Terms Of Contract

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

1.0 Bidding

1.1 Bid documents, including the bid, the bid bond, and the statement of bidders' qualifications, shall be sealed in an envelope and clearly labeled with the words "Bid Documents," the IFB number, name of bidder, and the date and time of bid opening.

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

Jefferson County Purchasing Department
1149 Pearl Street, First Floor
Beaumont, TX 77701

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

1.4 The bid shall be legibly printed in ink or typed.

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

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

1.7 Authorized Signatures. The bid must be executed personally by the bidder, 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 bidder shall accompany the bid to become a valid bid, and must include the complete address of the bidder.

1.8 Late Bids. Bids must be in the Purchasing Department before or at 11:00 A.M. by submission deadline. Bids received after 11:00 A. M., the submission deadline, shall be rejected as non-responsive and returned unopened.

1.9 Withdrawal of Bids Prior to Bid Opening. A bid may be withdrawn before opening 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 11:00am submission deadline. Jefferson County reserves the right to withdraw a request for bids before the specified opening date and time.

1.10 Withdrawal of Bids after Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the bidder 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.

1.11 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.

1.12 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Bidders taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. The absence of stated exceptions and/or substitutions shall indicate that the bidder 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.

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

1.14 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.

1.15 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.

1.16 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.

1.17 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.

1.18 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 accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.19 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.

1.20 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 distributed to all known recipients of bid documents. Bidders shall acknowledge receipt of all addenda with submission of bid.

1.21 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. Bids shall be accompanied by a bid guarantee of not less than five percent (5%) of the amount of the total bid which shall be a Certified Check or Cashier's Check payable without recourse to Jefferson County, or a bid bond with corporate surety authorized to conduct business in Texas.

1.22 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.

1.23 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.

1.24 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.

1.25 Proprietary Data. Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the bidder. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

1.26 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.

2.0 Inspection of Site

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

3.0 Performance

3.1 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.

3.2 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.

3.3 Delivery Location. All deliveries will be made to the address(s) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

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

3.5 Delivery Charges. 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.

3.6 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.

3.7 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.

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

3.9 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 in effect for Jefferson County or the State of Texas at the time of performance.

3.10 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.

3.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

3.12 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.

3.13 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.

3.14 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.

3.15 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.

3.16 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 request information with regard to this bid.

4.0 Notice to Proceed/Purchase Orders and Payment

4.1 Purchase Orders. A purchase order(s) or written Notice to Proceed 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.

4.2 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. Invoices should be sent directly to the Jefferson County Auditor, Patrick Swain, located at 1149 Pearl Street, Seventh Floor, Beaumont, Texas 77701.

4.3 Prompt Payment. In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receipt and acceptance by the 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.

4.4 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.

5.0 Contract

5.1 Contract Definition/Contract Agreement. 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.

5.2 Changes in the Work

5.2.1 The Owner may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Additionally, all such change orders must be approved by the CDBG staff prior to execution of same.

5.2.2 Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Owner authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.

5.2.3 If applicable unit prices are contained in the Agreement, the Owner may order the Contractor to proceed with desired unit prices specified in the Contract; provided that in

case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original the total amount by eighteen percent (18%).

5.2.4 Each change order shall include in its final form:

5.2.4.1 A detailed description of the change in the work.

5.2.4.2 The Contractor's proposal (if any) or a confirmed copy thereof.

5.2.4.3 A definite statement as to the resulting change in the contract price and/or time.

5.2.4.4 The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

5.2.4.5 The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.

5.3 Claims for Extra Cost

5.3.1 If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Owner, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

5.3.2 Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.

5.3.3 Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall be reported at once to the Owner and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Owner.

5.3.4 If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

5.4 Termination, Delays, and Liquidated Damages

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

materials, appliances, and plant as may be on the site of the work and necessary therefore.

5.4.2 Liquidated Damages for Delays. If the work is not completed within the time stipulated in the applicable bid for Lump Sum or Unit Price Contract provided, the Contractor shall pay to the Owner as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of$500.00for each calendar day of delay, until the work is completed. The Contractor and his sureties shall be liable to the Owner for the amount thereof.

5.4.3 Excusable Delays.

5.4.3.1 The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

5.4.3.2 Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;

5.4.3.3 Any acts of the Owner;

5.4.3.4 Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.

5.4.3.5 Provided, however, that the Contractor promptly notifies the Owner within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Owner shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

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

5.6 Disputes.

5.6.1 All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR STANDARDS PROVISIONS whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall, within ten (10) days of commencement of the dispute, be presented by the Contractor to the Owner for decision. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim

will be considered only for a period commencing ten (10) days prior to the receipt of the Owner.

5.6.2 The Contractor shall submit in detail his claim and his proof thereof.

5.6.3 If the Contractor does not agree with any decision of the Owner, he shall in no case allow the dispute to delay the work but shall notify the Owner promptly that he is proceeding with the work under protest.

5.7 Conflict of Interest.

5.7.1 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.

5.7.2 When conflict of interest is discovered, it shall be grounds for termination of contract.

5.8 Injuries or Damages Resulting from Negligence. Successful bidder 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 bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with related court costs, which may be obtained against Jefferson County growing out of such injury or damages.

5.9 Interest by Public Officials. No public official shall have interest in this contract except, in accordance with Texas Local Government Code.

5.10 Warranty. The successful bidder 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.

5.11 Uniform Commercial Code. The successful bidder and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code, subject to and enforceable according to the laws of the State of Texas.

5.12 5.12 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.

5.13 5.13 Sale, Assignment, or Transfer of Contract. The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

5.14 5.14 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.

6.0 Execution of Agreement/Performance and Payment Bonds

6.1 Performance and Payment Bonds requires all prime contractors which enter into a formal contract in excess of $25,000 with the State, any department, board, agency, municipality, county, school district, or any division or subdivision thereof, to obtain a Payment Bond in the amount of the contract before commencing with work and a performance bond for public works contracts in excess of $100,000.

6.2 The failure of the successful bidder to execute the agreement and supply the required bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as Jefferson County may grant, shall constitute a default and Jefferson County

may, at its option, either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either case, Jefferson County may charge against the bidder the difference between the amount of the bid and the amount for which a contract is subsequently executed, irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against Jefferson County for a refund.

7.0 Statement of Bidder's Qualifications

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

8.0 Interpretation of Addenda

8.1 No oral interpretations will be made to any bidder. Each request for an interpretation shall be made in writing to Jefferson County or engineer no less than seven (7) days prior to the bid opening. Each interpretation will be in the form of an Addendum to the contract documents and will be distributed to all parties holding contract documents no less than five (5) days prior to the bid opening. It is, however, the bidder's responsibility to make inquiry as to any addenda issued. All such addenda shall become part of the contract documents and all bidders shall be bound by such addenda, whether or not received by the bidders.

9.0 Minority-Women Business Enterprise Participation

9.1 It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses 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.

10.0 10. Non Discrimination

10.1 The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

11.0 Equal Employment Opportunity

11.1 Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, creed, sex, gender, or national origin.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

Bid REQUIREMENT

1.1 Each bidder should submit as a bid this entire IFB, completed where necessary, for example, the IFB cover sheet, the Price Sheets, etc. Use an opaque envelope, **clearly indicating on the outside the Bid Number, Bid Name,** and marked **"SEALED BID".** Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

Multiple VENDOR AWARD

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

Delivery

3.1 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.

Payment

4.1 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.

4.2 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).

Payments TO Contractor

5.1 Partial Payments

5.1.1 The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Jefferson County Auditor, Patrick Swain, for his approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) ten percent (10%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Jefferson County Engineer.

5.1.2 Monthly or partial payments made by the Owner to the Contractor are moneys advanced for the purpose of assisting the contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Owner. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Owner in all details.

5.2 Final Payment

5.2.1 After final inspection and acceptance by the Owner of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments.

5.2.2 The Owner before paying the final estimate, shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Owner deems it necessary in order to protect its interest. The Owner may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

5.2.3 Any amount due the Owner under Liquidated Damages, shall be deducted from the final payment due the contractor.

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

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

Usage Reports

6.1 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.

Insurance

7.1 The contractor shall, at all times during the term of this contract, maintain insurance coverage 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.

7.2 All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.

7.3 Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as ADDITIONAL INSURED.

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

MINIMUM INSURANCE REQUIREMENTS

Public Liability	$300,000.00
Property Damage	$300,000.00
Bodily Injury	$300,000.00
Excess Liability	$1,000,000.00
Workers' Compensation	Statutory Coverage (see attached)

Workers' COMPENSATION INSURANCE

8.1 Definitions:

8.1.1 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, TWCC-81, TWCC-82, TWCC-83, or TWCC-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.

8.1.2 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.

8.1.3 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.

8.2 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.

8.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

8.4 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.

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

8.5.1 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

8.5.2 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.

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

8.7 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.

8.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, 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.

8.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

8.9.1 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.

8.9.2 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.

8.9.3 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.

8.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

8.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

8.9.4.2 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.

8.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

8.9.6 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

8.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs I.1. – I.7., with the certificates of coverage to be provided to the person for whom they are providing services.

8.10 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.

8.11 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.

COUNTY OF JEFFERSON

Standard Form of Agreement for Owner-Contractor Projects

State of TEXAS }
County of JEFFERSON }

THIS AGREEMENT, made and entered into this _____ day of _____, A.D. 2014, by and between Jefferson County of the COUNTY of JEFFERSON in the STATE OF TEXAS, thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and _____ of the City of _____ County of_____ in the State of _____, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and inconsideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER) and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of sewer facilities described as follow:

Install ten (10) new Simplex Grinder Pump Units, and Install eight (8) Simplex Grinder Pump Units provided by Jefferson County Precinct 4 (See scope of work for all other associated furnishing and installing materials.)

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the Notice to Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore, as prepared by Action Civil Engineers, PLLC., herein entitled the ENGINEER, each of which has been identified by the CONTRACTOR and the ENGINEER, together with the CONTRACTOR'S written proposal, the General Conditions of the Agreement, the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within ten (10) calendar days after the date written notice to do so shall have been given to him, and to substantially complete within _____ consecutive calendar days after issuance of the "Notice to Proceed" and to be at Final Completion within _____ consecutive calendar days after the issuance of the "Notice to Proceed", subject to such extensions of time as are provided by the General and Special Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

Jefferson County	_____
Party of the First Part (OWNER)	Party of the Second Part (CONTRACTOR)
By: _____	By: _____
ATTEST: _____	ATTEST: _____

General Contract Conditions for Construction

1.0 Contract AND CONTRACT DOCUMENTS

1.1 The project to be constructed pursuant to this contract will be financed with assistance from the CDBG and is subject to all applicable Federal and State laws and regulations.

1.2 The Plans, Specifications and Addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions shall form part of this contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth.

2.0 Definitions

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

2.1.1 The term "Contract" means the Contract executed between the Jefferson County, hereinafter called the Owner and_____, hereinafter called Contractor, of which these GENERAL CONDITIONS, form a part.

2.1.2 The term "Project Area" means the area within which are the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.

2.1.3 The term "Engineer" means Action Civil Engineers, PLLC., Engineer in charge, serving the Owner with architectural or engineering services, his successor, or any other person or persons, employed by the Owner for the purpose of directing or having in charge the work embraced in this Contract.

2.1.4 The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings).

3.0 SUPERVISION BY CONTRACTOR

3.1 Except where the Contractor is an individual and gives his personal supervision to the work, the Contractor shall provide a competent superintendent, satisfactory to the Local Public Agency and the Engineer, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.

3.2 The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

4.0 SUBCONTRACTS

4.1 The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has verified the subcontractor as eligible to participate in federally funded contracts.

4.2 No proposed subcontractor shall be disapproved by the city/county except for cause.

4.3 The Contractor shall be as fully responsible to the city/county for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.

4.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work and required compliance by each subcontractor with the applicable provisions of the Contract.

4.5 Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Owner.

5.0 FITTING AND COORDINATION OF WORK

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

6.0 PAYMENTS TO CONTRACTOR

6.1 Partial Payments

6.1.1 The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for his approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) ten percent (10%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Engineer.

6.1.2 Monthly or partial payments made by the Owner to the Contractor are moneys advanced for the purpose of assisting the contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Owner. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Owner in all details.

6.2 Final Payment

6.2.1 After final inspection and acceptance by the Owner of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments.

6.2.2 The Owner before paying the final estimate, shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Owner deems it necessary in order to protect its interest. The Owner may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

6.2.3 Any amount due the Owner under Liquidated Damages, shall be deducted from the final payment due the contractor.

6.3 Payments Subject to Submission of Certificates

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

6.4 Withholding Payments

6.4.1 The Owner may withhold from any payment due the Contractor whatever is deemed necessary to protect the Owner, and if so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or

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

7.0 CHANGES IN THE WORK

7.1 The Owner may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Additionally, all such change orders must be approved by the CDBG staff prior to execution of same.

7.2 Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Owner authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.

7.3 If applicable unit prices are contained in the Agreement, the Owner may order the Contractor to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original the total amount by eighteen percent (18%).

7.4 Each change order shall include in its final form:

- 7.4.1 A detailed description of the change in the work.
- 7.4.2 The Contractor's proposal (if any) or a confirmed copy thereof.
- 7.4.3 A definite statement as to the resulting change in the contract price and/or time.
- 7.4.4 The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.
- 7.4.5 The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.

8.0 CLAIMS FOR EXTRA COST

8.1 If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Owner, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

8.2 Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.

8.3 Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall be reported at once to the Owner and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Owner.

8.4 If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

9.0 TERMINATION, DELAYS, AND LIQUIDATED DAMAGES

9.1 Right of the Owner to Terminate Contract.

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

9.3 Liquidated Damages for Delays.

9.3.1 If the work is not completed within the time stipulated in the applicable bid for Lump Sum or Unit Price Contract provided, the Contractor shall pay to the Owner as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of $500.00for each calendar day of delay, until the work is completed. The Contractor and his sureties shall be liable to the Owner for the amount thereof.

9.4 Excusable Delays.

9.4.1 The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

9.4.2 Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;

9.4.3 Any acts of the Owner;

9.4.4 Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.

9.4.5 Provided, however, that the Contractor promptly notifies the Owner within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Owner shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

10.0 ASSIGNMENT OR NOVATION

10.1 The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the

written consent of the Owner; provided, however, that assignments to banks or other financial institutions may be made without the consent of the Owner. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

11.0 DISPUTES

11.2 All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR STANDARDS PROVISIONS whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall, within ten (10) days of commencement of the dispute, be presented by the Contractor to the Owner for decision. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt of the Owner.

11.3 The Contractor shall submit in detail his claim and his proof thereof.

11.4 If the Contractor does not agree with any decision of the Owner, he shall in no case allow the dispute to delay the work but shall notify the Owner promptly that he is proceeding with the work under protest.

12.0 TECHNICAL SPECIFICATIONS AND DRAWINGS

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

13.0 SHOP DRAWINGS

13.1 All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in six (6) copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the contract time shall be granted by reason of his failure in this respect.

13.2 Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time, otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.

13.3 If a shop drawing is in accordance with the contract or involves only a minor adjustment in the interest of the Owner not involving a change in contract price or time; the engineer may approve the drawing. The approval shall not relieve the Contractor from his responsibility for adherence to the contract or for any error in the drawing.

14.0 REQUESTS FOR SUPPLEMENTARY INFORMATION

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

15.0 MATERIALS AND WORKMANSHIP

15.1 Unless otherwise specifically provided for in the technical specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the technical specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.

15.2 The Contractor shall furnish to the Owner for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval full information concerning all other materials or articles which he proposes to incorporate.

15.3 Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

15.4 Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the technical specifications shall have full force and effect as though printed therein.

15.5 The Owner may require the Contractor to dismiss from the work such employee or employees as the Owner or the Engineer may deem incompetent, or careless, or insubordinate.

16.0 SAMPLES, CERTIFICATES AND TESTS

16.1 The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.

16.2 Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in making a prompt decision regarding the acceptability of the sample. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

16.3 Approval of any materials shall be general only and shall not constitute a waiver of the Owner's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

16.4 Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

16.4.1 The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;

16.4.2 The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;

16.4.3 The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;

16.4.4 The Owner will pay all other expenses.

17.0 PERMITS AND CODES

17.1 The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the drawings and technical specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Owner. Where the requirements of the drawings and technical specifications fail to comply with such applicable ordinances or codes, the Owner will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

17.2 Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the drawings and technical specifications), the Contractor shall remove such work without cost to the Owner.

17.3 The Contractor shall at his own expense, secure and pay for all permits for street pavement, sidewalks, shed, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.

17.4 The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements contained in this Contract.

17.5 The Contractor will be required to make arrangements for and pay the water, electrical power, or any other utilities required during construction.

17.6 During construction of this project, the Contractor shall use every means possible to control the amount of dust created by construction. Prior to the close of a day's work, the Contractor, if directed by the Owner, shall moisten the bank and surrounding area to prevent a dusty condition.

18.0 CARE OF WORK

18.1 The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

18.2 The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.

18.3 In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Owner.

18.4 The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.

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

19.0 ACCIDENT PREVENTION

19.1 No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.

19.2 The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.

19.3 The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Owner with reports concerning these matters.

19.4 The Contractor shall indemnify and save harmless the Owner from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

19.5 The Contractor shall provide trench safety for all excavations more than five feet deep prior to excavation. All OSHA Standards for trench safety must be adhered to by the Contractor.

19.6 The contractor shall at all times conduct his work in such a manner as to insure the least possible inconvenience to vehicular and pedestrian traffic. At the close of the work each day, all streets where possible in the opinion of the Owner, shall be opened to the public in order that persons living in the area may have access to their homes or businesses by the use of the streets. Barricades, warning signs, and necessary lighting shall be provided to the satisfaction of the Owner at the expense of the Contractor.

20.0 SANITARY FACILITIES

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

21.0 USE OF PREMISES

21.1 The Contractor shall confine his equipment, storage of materials, and construction operations to the contract limits as shown on the drawings and as prescribed by ordinances or permits, or as may be desired by the Owner, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.

21.2 The Contractor shall comply with all reasonable instructions of the Owner and all existing state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

22.0 REMOVAL OF DEBRIS, CLEANING, ETC.

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

23.0 INSPECTION

23.1 All materials and workmanship shall be subject to inspection, examination, or test by the Owner and Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The Owner shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Owner may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any Monies which may be due the Contractor, without prejudice to any other rights or remedies of the Owner.

23.2 The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the Owner will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the technical specifications.

23.3 The Contractor shall notify the Owner sufficiently in advance of back filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Owner, the Contractor shall uncover for inspection and recover such facilities at his own expense, when so requested by the Owner.

23.4 Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the

requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

23.5 Inspection of materials and appurtenances to be incorporated in the improvements included in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the technical specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.

23.6 Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Owner or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

24.0 REVIEW BY OWNER

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

25.0 FINAL INSPECTION

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

26.0 DEDUCTION FOR UNCORRECTED WORK

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

27.0 INSURANCE

27.1 The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner.

27.1.1 Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance as required by the State of Texas for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance.

27.1.2 Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of this

contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the following amounts: _____

27.1.3 Proof of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the Owner."

28.0 WARRANTY OF TITLE

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

29.0 WARRANTY OF WORKMANSHIP AND MATERIALS

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

30.0 COMPLIANCE WITH AIR AND WATER ACTS

30.1 In compliance with the Clean Air Act, as amended, 41 U.S.C. Sec. 7401 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, the Contractor agrees that:

30.1.1 Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.

30.1.2 He will comply with all requirements of Section 114 of the Clean Air Act, as amended.

30.1.3 Materials utilized in the project shall be free of any hazardous materials, except as may be specifically provided for in the specifications.

30.2 If the Contractor encounters existing material on sites owned or controlled by the Owner or in material sources that are suspected by visual observation or smell to contain hazardous materials, the Contractor shall immediately notify the Engineer and the Owner. The Owner will be responsible for testing for and removal or disposition of hazardous materials on sites owned or controlled by the Owner. The Owner may suspend the work, wholly or in part during the testing, removal or disposition of hazardous materials on sites owned or controlled by the Owner.

31.0 EQUAL EMPLOYMENT OPPORTUNITY

31.1 The Contractor will not discriminate against any employee or the applicant for employment because of race, color, religion, sex, gender, 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, gender, or national origin. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner.

31.2 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, or national origin.

31.3 The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

31.4 The Contractor shall take affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions.

31.5 Contractors are encouraged to participate in voluntary associations which assist in fulfilling their affirmative action obligations.

31.6 The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority.

31.7 The Contractor shall not use the affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

31.8 The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts.

31.9 Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

32.0 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES

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

33.0 SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

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

34.0 THE PROVISION OF LOCAL TRAINING, EMPLOYMENT, AND BUSINESS OPPORTUNITIES

34.1 To the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

34.2 The Contractor will include this clause in every subcontract for work in connection with the project.

35.0 NON SEGREGATED FACILITIES

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

36.0 JOB OFFICES

36.1 The Contractor and his subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The Owner shall be consulted with regard to locations.

36.2 Upon completion of the improvements, or as directed by the Owner, the Contractors shall remove all such temporary structures and facilities from the site, and leave the site of the work in the condition required by the Contract.

37.0 PARTIAL USE OF SITE IMPROVEMENTS

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

37.1.1 The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.

37.1.2 The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.

37.1.3 The period of guarantee stipulated in the Section 29 hereof shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

38.0 CONTRACT DOCUMENTS AND DRAWINGS

38.1 The Local Public Agency will furnish the Contractor without charge two (2) copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost.

39.0 CONTRACT PERIOD

39.1 The work to be performed under this contract shall commence within the time stipulated by the Owner in the Notice to Proceed, and shall be fully completed within _180_calendar days thereafter.

40.0 LIQUIDATED DAMAGES

40.1 Since the actual damages for any delay in completion of the work under this contract are impossible to determine, the Contractor and his Sureties shall be liable for and shall pay to the Owner the sum of Five Hundred Dollars ($ 500.00) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated time for completion.

Federal Labor Standards Provisions

U.S. Department of Housing
And Urban Development

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account(except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof)due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made apart hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4).Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fid fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate),HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs(1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any

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subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional FormWH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraphA.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor

Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified byte Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates(expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16,trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved byte Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CAR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 Carports 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as contractor and a subcontractor as provided in 29 CFR5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD orbits designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in anyway the action of such Administration..... makes, utters or publishes any statement knowing the same to be false.....shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(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 the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee 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 byte contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, 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 subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph 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 subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Bidder Contact Information

IFB 14-049/KJS

BDS Constructors LLC dba MK Constructors
Company Name

Point of contact for this offer:

2485 North St
Address

Michael Brown
Name (Printed)

Vidor Tx 77662
City State Zip

409-769-0089
Phone

Fax 409-769-1288

Michael Brown
Signature of Point of Contact

mike@mkconstructors.com
E-mail

Vice President
Title

Bid bond return address:

2485 North St

Vidor Tx 77662

Prime Contractor's Local Opportunity Plan

_____ agrees to implement the following specific affirmative
Name of Company

action steps directed at increasing the utilization of lower income residents and businesses within the COUNTY of JEFFERSON.

A. To ascertain from the Locality's program official the exact boundaries of the project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

B. To attempt to recruit from within the city the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.

C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

D. To insert this plan in all bid documents and to require all bidders on subcontracts to submit an affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.

E. To insure that subcontracts (greater than $10,000), which are typically let on a negotiated rather than a bid basis in areas other than the covered project area, are also let on a negotiated basis, whenever feasible, in a covered project area.

F. To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort.

G. To insure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.

H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this plan.

J. To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to objectives.

K. To maintain records of all projected work force needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets these Local Opportunity objectives.

L. For employment, 30 percent of all "new" hires, at all levels, in conjunction with the TDRA project must be Section 3 residents. As stated previously, the extension of employment opportunities to Section 3 residents does not preclude the necessity for meeting the qualifications of the job.

M. For contracting, at least 10 percent of the total dollar amount for all Section 3 covered contracts for building trades work arising from house rehabilitation and other public construction awarded through this grant and at least 3 percent of the total dollar amount of all Section 3 covered contracts must be targeted to Section 3 business concerns.

For L. and M. above, if these numerical goals cannot be reached, the contractor will have the burden of demonstrating why it was not feasible to meet the goals. This will include documentation of all efforts to comply and any impediments encountered despite efforts undertaken.

As officers and representatives of_____, we the undersigned have

Name of Construction Company

read and fully agree to this Plan, and become a party to the full implementation of the program and its provisions.

We appoint _____ as our EEO Officer.

_____

Signature of Appointing Officer

_____ _____

Title *Date*

Proposed Contracts Breakdown

Type of Contracts	No. of Contracts	Approx. Total Dollar Amount	Estimated No. to local Business	Estimated $ Amount Local Business

ESTIMATED PROJECT WORKFORCE BREAKDOWN

Work Classifications	Total Estimated Positions	No. of Positions Currently Filled	No. of Positions not Filled	No. of Positions to fill with L/M Residents
Totals				

Statement of Bidder's Qualifications

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

Name of Bidder: BDS Constructors LLC. dba. MK Constructors Date Organized: 10/2011

Address: 2485 North St Vidor TX 77662 Date Incorporated: 10/2011

Number of Years in contracting business under present name: 3 years

CONTRACTS ON HAND:

Contract	Amount $	Completion Date
See attached		

Type of work performed by your company: Raw, Civil, Pipeline underground utilities

Have you ever failed to complete any work awarded to you? NO

Have you ever defaulted on a contract? NO

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

Project	Amount $	Mo/Yr Completed
See attached		

Major equipment available for **this** contract: See attached

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

Credit available: $ 750,000 Bank reference: Third Coast Bank

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

Executed this 18 day of NOV, 2013

By:(signature) Michael Brown Title: Vice Presidents

(print name) Michael Brown

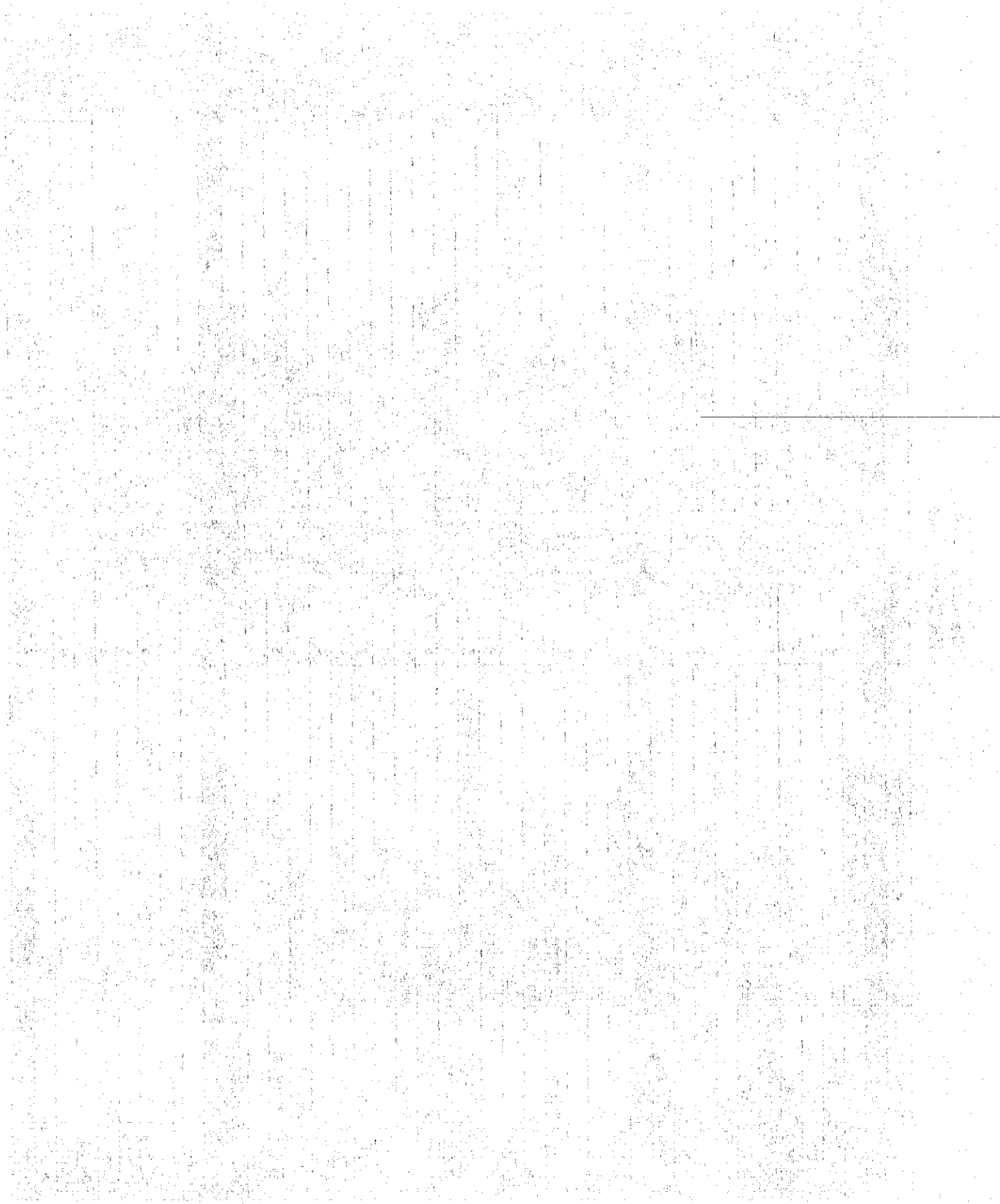
Current Projects
MK Constructors

Client	Name of Project	Bid Amount	Type of Work	Job Number
City of Port Arthur	Gulf Storage Tank	$ 1,928,800.00	Water Storage Facility	MK13-0024
Jefferson County	Main B	$ 2,961,035.00	Drainage Ditch & Overshot Gates	MK13-0027
DD7	Lateral 3A Concrete Ditch Liner	$ 988,083.00	Concrete Liner	MK13-0031
Eagle Rock	2014 Blanket Bid	T&M	Pipeline Work	MK14-0034
City of China	Lift Station	$ 638,000.00	Lift Station-Rehab @ 6 Locations	MK14-0038
City of Groves	Lfit Station	$ 449,387.00	Lift Station-Generator Install	MK14-0044
City of Sour Lake	Water Line	$ 121,191.00	Water Line	MK14-0045
WHC	Fire Water Line	$ 117,600.00	Fire Water & Monitors	MK14-0046
L.D. Construction	POB Ditch Liner	$ 52,900.00	Concrete Ditch Liner	MK14-0048
Gravity Drainage District	Drainage	$ 296,374.00	72" Arch pipe drain & Inlets	MK14-0050
WW District	Water Filter	$ 237,388.00	Water Filter-Valve Replacement Rehab	MK14-0052
City of Port Arthur	66" R.C. Pipe repair	$ 167,419.00		MK14-0054
City of Port Arthur	61st Street 2.4 mg Water Tank	$ 2,825,250.00	Concrete foundation & Steel Tank Install	MK14-0055
		$ 10,783,427.00		



Completed Jobs
MK Constructors

Client	Name of Project	Bid $	Type of Work	Job #
GT Logistics, LLC	Underground Pipeline Project	$ 884,606.00	Underground Pipeline Project	MK12-0001
Troy Construction	Asphault Work	$ 30,100.00	Asphalt Work	MK12-0002
Will Call	Grinding Work	$ 5,040.00	Grinding Work	MK12-0003
Bredero Shaw	Final Plumbing Connection	$ 7,775.00	Final Plumbing Connection	MK12-0004
Jefferson County-DD7	Rhodair Gully Laeral 3	$ 1,110,695.78	Concrete Ditch Liner	MK12-0005
City of Liberty	Boomer-rang	$ 32,882.32	Meter Vault	MK12-0006
Eagle Rock	Million Dollar Baby	$ 293,704.00	Pipeline	MK12-0007
Jefferson County-DD7	Rhodair Gully Phase 3	$ 761,926.02	Drainage Ditch Re-shaping	MK12-0008
Eagle Rock	Panotex Pipeline System	$ 987,441.25	Pipeline-Rehab-Canadian Tx	MK12-0010
Chambers County	Smith Point	$ 1,283,227.50	Install of 155 swg grinders	MK12-0011
2012 Completed Jobs		$ 5,397,397.87		
Sunland	Transcanada Pipeline Project	$ 1,839,905.30	(9) Valve Site Foundations	MK13-0012
Eagle Rock	Blanket Bid	$ 2,299,217.00	Pipeline Project	MK13-0013
KAI	Nederland Store	$ 5,850.00	Concrete Driveway	MK13-0014
Brown and Gay	Clearing and Grubbing	$ 373,062.21	Clearing and Grubbing	MK13-0015
H.B. Neild	First Baptist Church	$ 269,725.62	Underground Utilities	MK13-0016
Evergreen	Caldwell Project	$ 1,153,640.60	3.5 mile dual 20" Gas Pipelines-Marietta Ohio	MK13-0017
EHRA	Sugarland Project	$ 96,500.00	Clearing and Grubbing	MK13-0018
Chambers County	Turtle Bayou Road and Drainage Rehab	$ 2,472,941.35	Drainage	MK13-0019
Superior Pipeline	Pipeline ROW	$ 172,500.00	ROW Clearing & Grubbing	MK13-0020
GT Logistics, LLC	Firewater Project	$ 128,000.00	Pipeline 10" HDPE Fireline	MK13-0021
Snappy Services	Misc. Welders	$ 12,600.00	Misc. Welders	MK13-0022
Orange County	Sewer System Install	$ 134,790.00	Sewer System Install	MK13-0023
City of Silsbee	Knupple Project	$ 293,088.75	Concrete lined drainage	MK13-0025
Orange County	Sewer System Install	$ 25,200.00	Sewer System Install	MK13-0026
PA EDC	Misc. Elect.	$ 9,590.00	Electric Conduit Install	MK13-0028
City of Pinehurst	Lexington Bridge	$ 209,520.00	Box culvert bridge	MK13-0029
City of Pine Forest	Grinder Station Installation	$ 185,122.00	Multiple Sewer Grinder Install	MK13-0030
UPS	Ineos Plant-Victoria, Tx.	$ 367,605.82	Methane Gas Pipeline	MK13-0032
City of West Orange	Culverts	$ 424,994.00	Multiple Culvert Crossings	MK13-0033
2013 Completed Jobs		$ 10,473,852.65		
Luca	Baton Rouge Job	$ 481,300.00	Gas wellpad Tie-In	MK14-0035
City of Pinehurst	Lift Station	$ 196,520.00	Lift Station Re-hab	MK14-0037
Signature Ind.	Conveyor-Replacement International	$ 59,447.00	Materials conveyer replacement	MK14-0039
Signature Ind.	Slaker Foundations-IP Paper	$ 196,595.00	Misc. concrete foundation & elevated sub	MK14-0040
Signature Ind.	Slaker-T&M	$ 54,619.50	Underground Pipeline Repairs	MK14-0041
Bomac	Transcanada Project	$ 147,296.00	Bore under existing pipelines	MK14-0042
Signature Ind.	U-Drain- I.P.	$ 85,724.00	Install concrete drain w/Material grates	MK14-0043
City of Bmt	LOEB	$ 12,500.00	Water tank facility repair	MK14-0049
2014 Completed Jobs		$ 1,234,001.50		



Company Owned
Equipment

YEAR	MAKE	MODEL
	EQUIPMENT	
2006	JLG	JLG G642A 6000LB 4X4 Telescopic Forklift
2011	Takeuchi	TL240 Skidsteer
2011	Komatsu	D51PX-22 Dozer
2011	Komatsu	PC200LC-8 Excavator
2012	CAT	320EL Excavator
2012	CAT	320EL Excavator
2013	Komatsu	PC210LC-10 Excavator
2013	Takeuchi	TL10R Skidsteer
2014	CAT	305E Excavator
2014	CAT	305E Excavator
2007	Caterpillar	420EIT Backhoe Loader



KENNETH D. STEWART

5735 Regina Lane
Beaumont, TX 77706

CONSTRUCTION EXPERIENCE:

(9/2010 – 3/2011)
WILLIAMSON CONSTRUCTION & EQUIPMENT
2575 Hwy 69 S, Lumberton, Tx 77657

Responsible for estimating and project management of projects in heavy civil(i.e. – roads, bridges, paving, foundations, structures), commercial, drainage, and earthwork.

PROJECTS:
Client: Sabine Neches Navigation District
Automated, elevated, control building for flood gate structures
COST - $2.5 Mil
Client: ShawCorp
Installed on-site gravity sewer, gas line bores, and air-line piping
COST - $178K
Client: GT Logistics
Construction of a Vehicular and Rail Bridge over the LNVA canal
COST - $1.4 Mil

(11/2008 – 9/2010)
STEWCON GROUP, LLC dba/ Stewart Homes
5735 Regina Lane
Beaumont, TX 77706

I started my own company in April of 2008. Residential construction was the focus of the organization in the beginning with the goal of building up large enough to gain bonding and begin moving into civil and commercial markets.

Client: Magnolia Laurel
Managed the construction of the Plantation Oaks subdivision on Keith Road in Lumberton
COST: $1.4 Mil
Client: Magnolia Laurel
Constructed residential offices for their internet business
COST: $425K
Client: Peter Morrison
Constructed a two-story high end residence with underground vault/basement
COST: $2.1 Mil

KENNETH D. STEWART

5735 Regina Lane
Beaumont, TX 77706

(6/2000 – 11/2008)
ALLCO, INC.
6720 College Street
Beaumont, TX 77707

Began in commercial construction from 2000 to 2003 estimating and project managing:
PROJECTS:
Client: BISD
Project manager for construction of Pietzsch-MacArthur Elementary School
COST: $16.8 Mil
Client: Jefferson County
Project manager for construction of 12-Field Fast-Pitch Softball Complex (Ford Park)
COST: $5.5 Mil
Client: Beaumont Pediatrics
Estimated and managed construction of office remodel
COST: $735K

Began estimating and managing the Highway Division from 2003 to 2008:
PROJECTS:
Client: TXDOT(Beaumont)
Estimated and managed the construction of Major Drive between I-10 and Washington Street. Approx 4mi.
COST: $8.1 Mil
Client: TXDOT(Bryan/College Station)
Estimated and managed a grade separation for Villa Maria Road to go under the UPPR R.O.W. Double Bridge structure with deep storm sewer, drilled shaft retaining walls, and poured-in-place decorative wall panels
COST: $13 Mil
Client: TXDOT(Beaumont)
Estimated and managed construction of approx 5 mi of 84ft wide 10" paving north of Kirbyville beginning near FM363. I was responsible for procuring our portable concrete batch plant and developing the concrete mix designs required by TXDOT for the project.
COST: $ 24.1 Mil

KENNETH D. STEWART

5735 Regina Lane
Beaumont, TX 77706

(5/1997 – 5/2000)
Tribble & Stephens General Contracting
8588 Katy Frwy, Ste. 100
Houston, TX 77024

After graduating from Texas A&M I began my construction career with Tribble & Stephens in May of 1997. I started off on the jobsite and was responsible for rfi's, submittals, subcontracts, and on-site inspections.

Client: Randall Davis
Renovation of the 18-Story Rice Hotel – Downtown Houston
COST: $18.2 Mil

Project: IL PALAZZO
New construction of a 6-Story poured-in-place concrete structure to be sold as loft condominiums.
COST: $6 Mil

EDUCATION/TRAINING:
Stephen F. Austin H.S. – '91
Lamar University (Beaumont) – '94 A.A.S. – Computer Drafting Technology
Texas A&M University – '97 B.S. – Construction Science

Mike Brown
4340 Hwy 1131
Vidor TX, 77662

CONSTRUCTION EXPERIENCE:

(2006-2012)
WILLIAMSON CONSTRUCTION & EQUIPMENT
2575 Hwy 69 S, Lumberton, TX 77657

Responsible for estimating and managing projects. Managing the entire business.

PROJECTS:
Client: Sabine Neches Navigation District
Automated, elevated, control building for flood gate structures
COST - $2.5 Mil
Client: Sunoco Logistics
Ethanol Plant
COST- $1.6 Mil
Client: GT Logistics
Construction of a Vehicular and Rail Bridge over the LNVA canal
COST - $1.4 Mil
Client: Kinder Hawk
Construction of Ammne Plant
COST- $1.1 Mil
Client: Eagle Rock Energy
Pipeline
COST- $1.1 Mil
Client: ShawCorp
Installed on-site gravity sewer, gas line bores, and air-line piping
COST - $178K

Mike Brown
4340 Hwy 1131
Vidor TX, 77662

(6/1/2001 to 6/1/2006)
Simco Enterprises
3101 Main
Groves, TX 77651

Responsible for estimating and project management

PROJECTS:
Client: Arceneaux and Gates
City of Orange River Front Park
Cost: $1.9 Mil

Client: City of Port Neches
Water Main Project
Cost: $2.1 Mil

(5/1/1996 to 6/1/2001)
F.D. Shay Contractors
2108 Hwy 108
Sulphur, La

Supervisor for road and utility projects ranging from $500,000.00 to 11,600,000.00.

Education and Training

1989	Graduated from Vidor High School
1989-1991	USMC

Contractor Certifications

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

INSTRUCTIONS

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

NAME AND ADDRESS OF BIDDER (include ZIP Code)

CERTIFICATION BY BIDDER

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

☐ Yes ☐ No

The undersigned hereby certifies that:

☐ The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $100,000).

☐ The Non Segregated Facilities clause (Section 109 provision) is included in the Contract. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

☐ The Equal Employment Opportunity clause is included in the Contract (if bid equals or exceeds $10,000).

☐ The Affirmative Action for Handicapped Workers clause is included in the contract.

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

☐ Yes ☐ No

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE DATE

Section 504 Certification

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The _____ does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) _____

(Address) _____

_____

City State Zip

Telephone Number ( ) _____ - _____ Voice

( ) _____ - _____ TDD

has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8. dated June 2, 1988).

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements

TO (appropriate recipient)	DATE
	PROJECT NUMBER (if any)
C/O	PROJECT NAME

1. The undersigned, having executed a contract with _____ for the construction of the above-identified project, acknowledges that:

   (a) The Labor Standards provisions are included in the aforesaid contract,

   (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility.

2. He certifies that:

   (a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended.

   (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

   (a) The legal name and the business address of the undersigned are:

   (b) The undersigned is:

(1) A SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF
(2) A PARTNERSHIP	(4) OTHER ORGANIZATION (Describe)

   (c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

(d) The names and addresses of all other persons having a substantial interest in the undersigned, and the nature of the interest are:

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are:

NAME	ADDRESS	TRADE CLASSIFICATION

_____
(Contractor)

Date _____

By _____

Non-collusion Affidavit of Prime Bidder

State of TEXAS }

County of JEFFERSON }

Michael Brown, being first duly sworn, deposes and says that:

(1) He is Vice President of BDS Construction LLC dba MR Construction, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Jeff Cnty (Local Public Agency) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) Michael Br

Vice President
Title

Subscribed and sworn to me this 18 day of Nov, 2014.

By: Carrie Vincent

Notary Public

My commission expires 11/18/14

CARRIE EVE VINCENT
Notary Public, State of Texas
My Commission Expires
April 13, 2016

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, BDS Constructors, LLC dba MK Constructors as PRINCIPAL, and Hartford Fire Insurance Company, as SURETY are held and firmly bound unto Jefferson County hereinafter called the "Owner", in the penal sum of Five Percent of Amount Bid Dollars, ($ --5%--), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, dated November 18, 2014, for Cheek Community Sewer Improvements

NOW, THEREFOR, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefor, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this 18th day of November, 2014, the name and corporate seal of each corporate party being hereto affixed and these present signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL)

Attest: Carrie Vincent

BDS Constructors, LLC dba MK Constructors

By: Michael Bros (SEAL)

Affix Corporate Seal

Attest: Susan McElveen

Hartford Fire Insurance Company

By: _____

Douglas N. McElveen, Attorney-in-Fact

Affix Corporate Seal

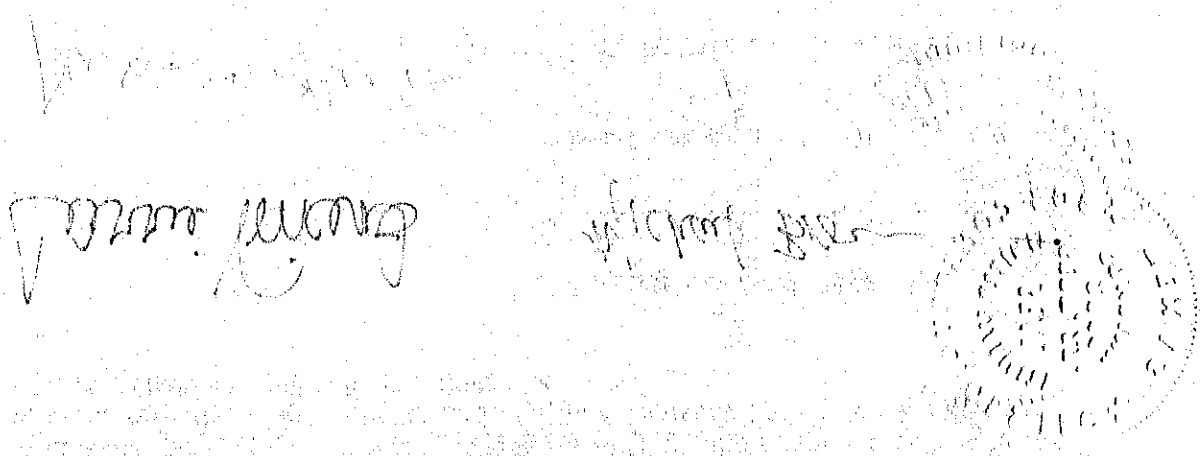
Attest:

By: _____

Countersigned

By Kristin Baker

* Attorney-in-Fact, State of LA



Certificate as to Corporate Principal

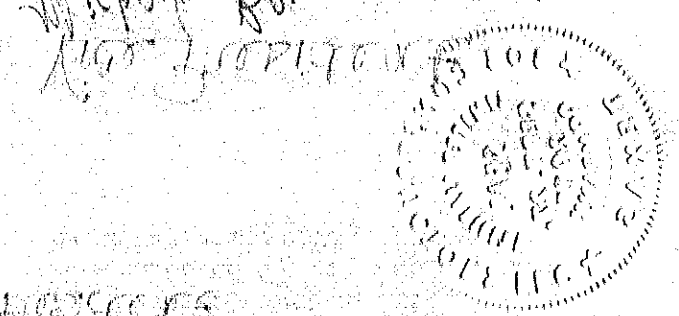
I, Michael Brown, certify that I am the Vice President, Secretary of the Corporation named as Principal in the within bond; that Michael Brown, who signed the said bond on behalf of the Principal was then Vice President of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to, for and in behalf of said corporation by authority of this governing body.

Corporate Seal

Title: Vice President

Michael Brown

* Power-of-attorney for person signing for Surety Company must be attached to bond.



POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
Bond T-4
One Hartford Plaza
Hartford, Connecticut 06155
call: **888-266-3488** *or fax:* **860-757-5835)**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code:** 43-483928

- [X] **Hartford Fire Insurance Company,** a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company,** a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company,** a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois,** a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest,** a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast,** a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :
Christine Baker, Amanda McElveen, Douglas N. McElveen, Kathy Peters of LAKE CHARLES, Louisiana

their true and lawful Attorney(s)-In-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher, Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

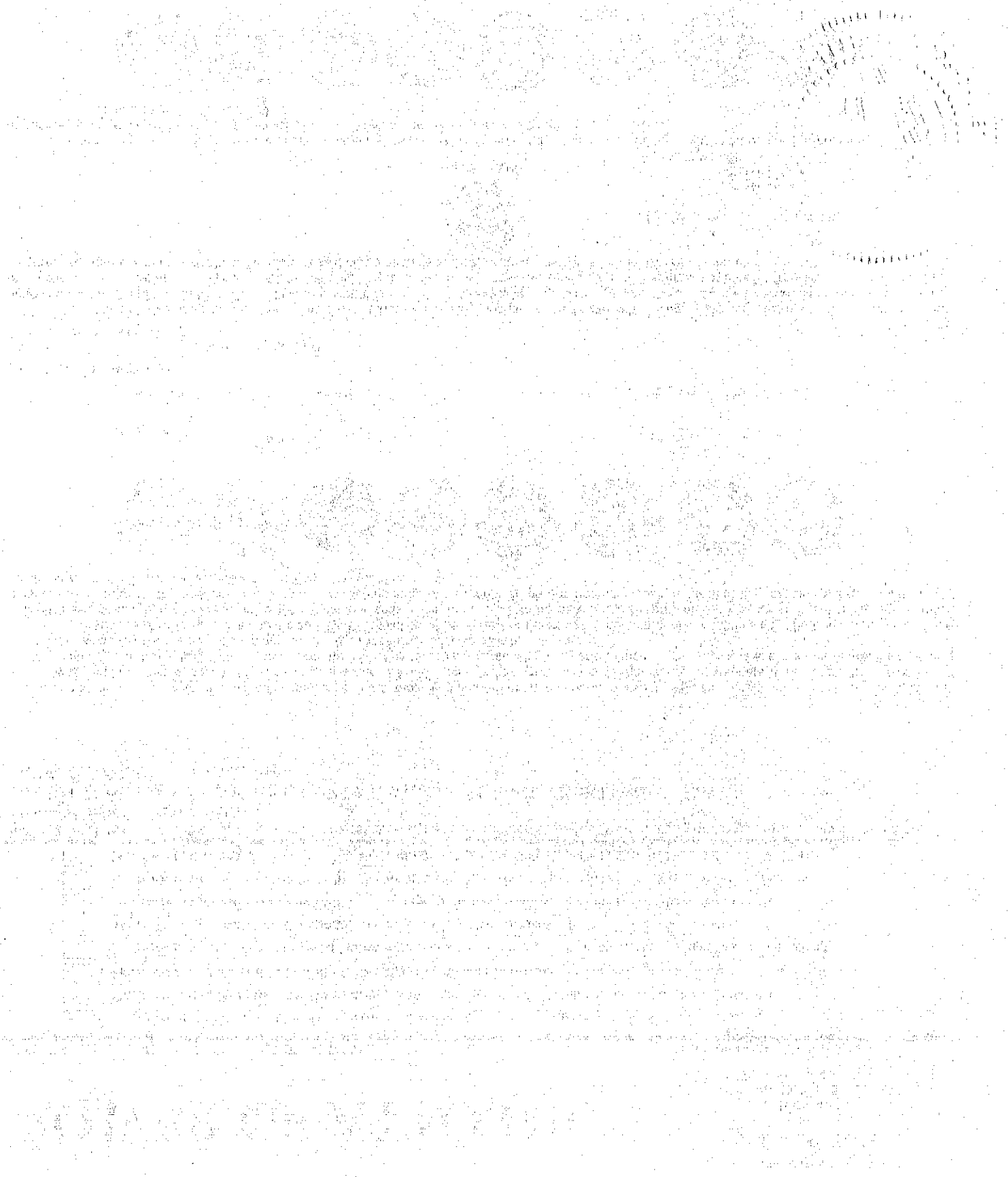
CERTIFICATE

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of November 18, 2014
Signed and sealed at the City of Hartford.

Gary W. Stumper, Vice President

POA 2012



Payment Bond

KNOW ALL MEN BY THESE PRESENTS: that

_____

(Name of Contractor or Company)

_____

(Address)

A _____, hereinafter called Principal,

(Corporation / Partnership)

and _____

(Name of Surety Company)

_____

(Address)

Hereinafter called Surety, are held and firmly bound unto

_____

(Name of Recipient)

_____

(Recipient's Address)

Hereinafter called OWNER, in the penal sum of $ _____

Dollars, $ _____ in lawful money of the United States, for this payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONFIDENTIALITY OF THIS OBLIGATION is such that whereas, the Principal entered into a

certain contract with the OWNER, dated the _____ day of _____, a copy of which is hereto attached and made a part hereof for the construction of:

_____

(Project Name)

_____

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUB-CONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUB-CONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counter-parts, each on of (Number)which shall be deemed an original, this the _____ _____ day of _____.

ATTEST: _____
(Principal)

_____ By _____ (s)
(Principal Secretary)

(SEAL)

_____
(Witness as to Principal) (Address)

_____
(Address)

ATTEST:_____
(Surety)

_____ By _____
(Witness as to Surety) (Attorney in Fact)

_____
(Address) (Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor or Company)

_____
(Address)

a _____ hereinafter called Principal, and

_____
(Name of Surety Company

_____
(Address)

hereinafter called Surety, are held and firmly bound unto

_____
(Name of Recipient)

_____
(Recipient's Address)

hereinafter called OWNER, in the penal sum of $ _____Dollars ($ _) in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly in these presents.

THE CONDITION OF THIS OBBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated the ___ day of _____, a copy of which is hereto attached and made a part hereof for the construction of:

_____
_____
_____

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties in all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, on this the _____ day of _____.

ATTEST:_____
(Principal)

_____ By _____(s)
(Principal Secretary)

(SEAL)

_____
(Witness as to Principal) (Address)

_____
(Address)

_____
ATTEST: (Surety)

_____ By _____
(Witness as to Surety) (Attorney in Fact)

_____
(Address) (Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

Attorney's Review Certification
(Recommended)

I, the undersigned, _____, the duly authorized and acting legal representative of the _____, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and am of the opinion that each of the agreements may be duly executed by the proper parties, acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties; and that the agreements shall constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Attorney's signature: _____ Date: _____

Print Attorney's Name: _____

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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

A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

1. Name of person doing business with local governmental entity.

2. ☐ Check this box is 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

   This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

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

      ☐ Yes ☐ No

   B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

      ☐ Yes ☐ No

   C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

      ☐ Yes ☐ No

   D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7.

_____ _____

Signature of person doing business with the governmental entity Date

Good Faith Effort Determination Checklist

This information must be submitted with your bid.

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

Did the Prime Contractor/Consultant . . .

☐ 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 HUB Subcontractor participation?

☐ Yes ☐ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

☐ Yes ☐ No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

☐ Yes ☐ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

☐ Yes ☐ No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

☐ Yes ☐ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

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

Printed Name of Authorized Representative	Signature
Title	Date

Notice of Intent (NOI) to SUBCONTRACT WITH Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Instructions for Prime Contractor/Consultant: Please submit the form to the Purchasing Agent's Representative after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Sub consultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: ☐ Yes ☐ No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

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

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Sub consultant Change Form"must be completed and faxed to 409-835-8456.

Historically Underutilized Business (HUB)Subcontracting Participation Declaration Form

This information must be submitted with your bid.

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Historically Underutilized Business (Hub) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

All HUB Subcontractor Participation may be verified with the HUB Subcontractors listed on Part I.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

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) "Nonresident 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.

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_____, 2014.

_____ Notary Public in and for the State of _____

§ 135.38 Section 3 Clause

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

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Equal Opportunity Guidelines for Construction Contractors

1. **What are the responsibilities of the offer or bidder to insure equal employment opportunity?**

   The offer or bidder must comply with the "Equal Opportunity Clause" and the "Standard Federal Equal Opportunity Construction Contract Specifications."

2. **Are construction contractors required to insure a comfortable working environment for all employees?**

   Yes, it is the construction contractor's responsibility to provide an environment free of harassment, intimidation, and coercion to all employees and to notify all foremen and supervisors to carry out this obligation, with specific attention to minority or female individuals.

3. **To alleviate developing separate facilities for men and women on all sites, can a construction contractor place all women employees on one site?**

   No, two or more women should be assigned to each site when possible.

4. **Are construction contractors required to make special outreach efforts to Section 3 or minority and female recruitment sources?**

   Yes, construction contractors must establish a current list of Section 3, minority and female recruitment sources. Notification of employment opportunities, including the availability of on-the-job training and apprenticeship programs, should be given to these sources. The efforts of the construction contractors should be kept in file.

5. **Should records be maintained on the number of Section 3 residents, minority and females applying for positions with construction contractors?**

   Yes, records must be maintained to include a current list of names, addresses and telephone numbers of all Section 3, minority and female applicants. The documentation should also include the results of the applications submitted.

6. **What happens if a woman or minority is sent to the union by the Contractor and is not referred back to the Contractor for employment?**

   If the unions impede the construction contractor's responsibility to provide equal employment opportunity, a written notice should be submitted to ORCA.

7. **What efforts are made by construction contractors to create entry-level positions for Section 3 residents, women and minorities?**

   Construction contractors are required to develop on-the-job training programs, or participate in training programs, especially those funded by the Department of Labor, to create positions for Section 3 residents, women and minorities and to meet employment needs.

8. **Are any efforts made by the Contractor to publicize their Equal Employment Opportunity (EEO) policy?**

   Yes, the construction contractor is responsible for notifying unions and sources of training programs of their equal employment opportunity policy. Unions should be requested to cooperate in the effort of equal opportunity. The policy should be included in any appropriate manuals, or collective bargaining agreements. The construction contractor is encouraged to publicize the equal employment opportunity policy in the company newspaper and annual report. The Contractor is also responsible to include the EEO policy in all media advertisement.

9. **Are any in-service training programs provided for staff to update the EEO policy?**

   At least annually a review of the EEO policy and the affirmative action obligations are required of all personnel employees of a decision-making status. A record of the meeting including date, time,

location, persons present, subject matter discussed, and disposition of the subject matter should be maintained.

10. What recruitment efforts are made for Section 3 residents, minorities and women?

The construction contractor must notify, both orally and in writing, Section 3,minority and female recruitment sources one month prior to the date of acceptance for apprenticeship or other training programs.

11. Are any measures taken to encourage promotions for minorities and women?

Yes, an annual evaluation should be conducted for all minority and female personnel to encourage these employees to seek higher positions.

12. What efforts are taken to insure that personnel policies are in accordance with the EEO policy?

Personnel policies in regard to job practices, work assignments, etc. should be continually monitored to insure that the EEO policy is carried out.

13. Can women be excluded from utilizing any facilities available to men?

No, all facilities and company activities are non-segregated except for bathrooms or changing facilities to insure privacy.

14. What efforts are made to utilize minority and female contractors and suppliers?

None, however records are kept of all offers to minority and female construction contractors.

15. If a construction contractor participates in a business related association that does not comply with affirmative action standards, does that show his/her failure to comply?

No, the construction contractor is responsible for its own compliance.

16. Will a construction contractor be in violation of EEO policy and affirmative action if he sets up one set of goals to include minorities and women?

Yes. There is a separate goal for minorities and a separate single goal for women. The construction contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women both minority and non-minority.

17. Can a construction contractor hire a subcontractor who has been debarred from government contracts pursuant to EEO?

No. The construction contractor must suspend, terminate or cancel its contract with any Subcontractor who is in violation of the EEO policy.

18. What effort has been taken by the construction contractor to monitor all employment to insure the company EEO policy is being carried out?

The construction contractor must designate a responsible individual to keep accurate records of all employees that includes specific information required by the government.

Certification of Bidder Regarding Section 3 and Segregated Facilities

Name of Prime Contractor | Project Name & Number

The undersigned hereby certifies that

a) Section 3 provisions are included in the Contract

b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $10,000).

c) No segregated facilities will be maintained.

Name & Title of Signer (Print or Type)

Signature | Date

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of 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 sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

Signed: _____ Date: _____

Title: _____

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to Influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter(the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if It Is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards Include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, Slate and zip code of the prime Federal recipient. Include Congressional District, If known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, Slate and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter (he full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this

is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box (es).Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provides specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) Is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, Including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, Including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Disclosure of Lobbying Activities

APPROVED BY OMB 0348-0046

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

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
a. contract	a. bid/offer/application	a. initial filing b. material change
b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	b. initial award c. post-award	**For Material Change Only:** year quarter date of last report

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
Prime • Sub-awardee Tier *if known:*	
6. Federal Department/Agency:	7. **Federal Program Name/Description:** CFDA Number, *if applicable:*
IL **Federal Action Number,** *if known:*	**9.** Award **Amount,** *if known:* $
10. a. Name and Address of Lobbying Entity *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a) (last name, first name, MI):*
(attach Continuation Sheet(s) SF-LLLA, *if necessary)*	

11. Amount of Payment *(check all that apply):*	13. Type of Payment *(check all that apply):*
$ actual planned	E a. retainer
	* b . one-time fee
12. Form of Payment *(check all that apply):* a. cash b. in-kind: specify: nature	c. commission d. contingent fee e. deferred
value	if. other: specify:

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) SF-LLLA, *if necessary)*

15. *Continuation Sheet(s)* **SF-LLLA attached:** **Yes** No

16. Information requested through this force is authorized by title 31 U.S.C. section1352.This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered info. This disclosure is required pursuant to 31 U.S.C. 1352.Thisinformation will be reported to the Congress semi-annually and will be available for public inspection. Any person who fats to file the required disclosure shall be subject to a civil penalty of not less then 510,000 and not more than 5100,000 for each such failure.

Signature:

Print Name:

Title:

Telephone No.: Date:

Federal Use Only:

Authorized for Local Reproduction

Standard Form LLL (Rev. 7-97)

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Section 19 – Special Conditions – concerning required signage on TxCDBG job sites

E. Public buildings, facilities, centers, constructed with funds provided under this contract shall have permanent signage placed in a prominent visible public area with the wording provided below. The formatting of such signage will be at local discretion to best fit the architectural design of the facility constructed but should be legible from at least three feet.

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

Project Sign Wording:

"This project is funded by the Office of Rural Affairs of the Texas Department of Agriculture, to strengthen and enhance the quality of life in smaller and rural communities with funds allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Program."

See Plans for project signage details.

Title 29 Labor

Subtitle A - Office of the Secretary of Labor

PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sec.

3.1 Purpose and scope
3.2 Definitions
3.3 Weekly statement with respect to payment of wages
3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
3.7 Applications for the approval of the Secretary of Labor
3.8 Action by the Secretary of Labor upon applications.
3.9 Prohibited payroll deductions.
3.10 Methods of payment of wages.
3.11 Regulations part of contract.

AUTHORITY: The provisions of this Part 3 issued under *R.S.* 161,*sec. 2, 48 Stat.* §48; *Reorg.* Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

SOURCE: The provisions of this Part 3 appearat 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

Section 3.1 Purpose and Scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally-assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or 'work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways,

lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms "construction", "prosecution", "completion," or "repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the Unites States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the Di strict of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentality's of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the U sited States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentality's.

{29 FR 97, Jan. 4, 1964, as amended at 33 FR **32575, Nov.** 27, **1973)**

Section 3.3 Weekly statement with respect to payment of wages.

a. As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer of employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, "Statement of Compliance," or on an identical form on the back of WH 347,

"Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office,

(c) The requirements of this section shall not apply to any contract of $2,000 o r less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

{29 F.R. 95, Jan. 4, 1964, as amended at 33 F.R. 10186, July 17, 1968}

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

(a) Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor: Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the

continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasigovernmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under §516.27(a) of this title shall be kept.

(j) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not in violation of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either (1) voluntarily consented to be the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

(36 F.R. 9770, May 28, 1971.)

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

(a) Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(b) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(c) The deduction is not otherwise prohibited by law;

(d) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(e) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

(a) Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(b) The application shall be In writing and shall be addressed to the Secretary of Labor. The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have change d in regard to the payroll deductions.

{36 F.R. 9770. May 28, 1971.}

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

Special Provisions

Cheek Community Sewer Improvements GRINDER PUMPS
Cheek Phase IV
Cheek Area Community
Jefferson County, Texas
IFB 14-049/KJS
ACE Job No. 114-18

1. The selection of a CONTRACTOR for this project shall be determined by the low responsive, responsible bid for the proposal. The price bid should include the cost of all items outlined in the summary of work to accomplish the respective task.

   Please indicate the number of Calendar Days in the space provided on the ***PROPOSAL FORMS****.*

   Bidders are advised that when an Addendum is issued each Addendum must be recognized by signature and a copy of all signed Addendums must be submitted with Bid.

   It is the intent of these specifications to pay the CONTRACTOR for those items in the proposal, which he performs on. The CONTRACTOR will not be due profit or any other compensation for those items in the proposal, which are not used, not used completely, or for items deleted from this contract.

2. The CONTRACTOR shall provide the OWNER, upon request, with a financial statement and experience record.
3. **A mandatory Pre-Bid Conference will be held on November 13, 2014 at 11:00 AM CST. The conference will be held in the Jefferson County Engineering Department Conference Room located on the fifth floor of the Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas 77701.** Any questions should be directed to the ENGINEER, in writing, prior to the bid opening.
4. The ENGINEER shall furnish on the plans convenient benchmarks for the control of grades. Any additional stakes required by the CONTRACTOR shall be set at his expense. When necessary, work shall be suspended to permit this work, but such suspension will be as brief as practicable and the CONTRACTOR shall be allowed no extra compensation.
5. Where there is conflict of measurement designation between the Specification and the Proposal, the unit of measurement indicated on the Proposal shall prevail.
6. When conflicts exist between the Special Provisions and General Specifications, the Special Provisions shall control.
7. Safety Standards and Accident Prevention

With respect to all work performed under this contract, the CONTRACTOR shall:

a) Comply with safety standard provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction", published by the Associated General CONTRACTORS of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of Code Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971.

b) Exercise every precaution at all times for the prevention of accidents and the protection of person (including employees and property).

8. 8 Grinder Station shall be provided by Jefferson County, Precinct 4. The contractor will provide a separate price item as specified in Bid Item No. 3 with a 1 year warranty on it.
9. **The Contractor is advised to coordinate with Force Main Contractor that will be ongoing by the time this project begins.**
10. Any questions arising on the plans and specifications must be submitted to the ENGINEER in writing prior to **BID OPENING.**
11. Regardless of culpability, the CONTRACTOR shall not be allowed to take advantage of any errors or omissions in these plans and specifications or his work orders. The CONTRACTOR is required to notify the ENGINEER of all errors or omissions as soon as he becomes aware of them. Suitable instructions will be given to the CONTRACTOR by the ENGINEER when such errors or omissions are discovered. No compensation for any delay or down time, including time to receive the ENGINEER'S instructions or approval, shall be allowed. Further, any errors and/or omissions contained in the plans and/or specifications do not absolve the CONTRACTOR from ultimate and final responsibility for the successful completion of this project to the satisfaction of the ENGINEER. The degree of detail reflected in the plans or lack of same does not absolve the CONTRACTOR from the necessity of conducting an extensive investigation of the project area prior to submission of his/her bid. The CONTRACTOR will not be due any additional compensation for difficulties arising out of his/her failure to inspect, analyze the actual job site prior to submission of his/her bid.
12. The CONTRACTOR is expected to be completely familiar with the provisions contained in these specifications. The CONTRACTOR will not be allowed any additional payment or

extension of time due to difficulties caused by his/her failure to acquaint himself/herself with this document.

13. Any and all work which, in the opinion of the ENGINEER, is necessary to complete the project and which is neither specifically listed and/or identified in the bid proposal items not elsewhere in these specifications, shall be considered incidental to the work and the CONTRACTOR will not be due any additional payment for completion of said required work.

14. Liquidation damages for delay beyond specified time for completion are **$500.00** per day.

15. WARRANTY

The CONTRACTOR and/or his Surety will be required by the OWNER to repair, replace, restore, and/or to make to comply strictly in all things with the contract, and the plans and specifications, and any and all of said work and/or materials which within a period of ***One Year*** from and after the date of the passing, approval, and/or acceptance of any such work or materials are found to be defective, or to fail in any way to comply with this contract or with the plans and specifications.

16. The OWNER reserves the right to control the sequence of work.

17. Permits, Licenses and Laws

18. The CONTRACTOR shall obtain at his own expenses, all necessary permits and licenses from the proper authorities and shall give all notice required by law or ordinance and shall pay all fees and charges incidental to the due and lawful prosecution for the work and shall comply with all laws, ordinances and regulations relating thereto.

19. Although trade names for materials may have been used in the Proposals and Plans for this project, it is intended that materials of equal quality will be acceptable on approval of the ENGINEER and the OWNER. Approval shall be obtained prior to receiving bids.

20. All materials for this project shall meet AWWA Specifications and requirements.

21. This contract is issued by an organization which qualifies for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise and Use Tax Act as codified in Chapter 151 of the Texas Tax Code.

22. House Bill 1859 provides that retainage can be withheld from payment due the CONTRACTOR, from monthly progress payments for completed work. A 10% retainage will be retained until final payment is made in keeping with the "Texas Community Development Block Grant Program" requirements.

23. Bidders are advised that OWNER reserves the right to reduce any proposal by any amount, in accordance with General Conditions of the Agreement.
24. If a bidder desires to make qualifications in his bid, it shall be done in writing, attached to and submitted with his sealed bid.
25. The CONTRACTOR is responsible for any damage resulting from negligence. The CONTRACTOR will take the necessary steps to prevent these occurrences and damage to OWNERS property or adjacent properties.
26. Utilities: It shall be the CONTRACTOR'S responsibility to contact public and private utility companies in advance of construction, allowing each their respective lead time to locate and to make adjustment as necessary, of water, electric, telephone and gas mains or service lines. The CONTRACTOR shall also notify various utility companies of proposed work and work schedule. The CONTRACTOR will verify the existing utility or pipelines horizontal and vertical locations prior to initiation of construction. No extra payment will be allowed for any extra excavation incurred or downtime, which results from the required location of existing utilities. CONTRACTOR shall keep a notebook of all location requests. Each notation will contain the following information: **Date, Time, Brief Location Summary, Request ID Number, and Call Back Repair Number.** Any damage to utilities as a result of the CONTRACTOR'S negligence will be repaired to the satisfaction of the OWNER of the damaged utility with no compensation due the CONTRACTOR.
27. All suitable surplus excavated materials will remain the property of the OWNER for use as directed by the engineer. Suitable material may be retained to facilitate site drainage as directed by the ENGINEER.
28. CONTRACTOR shall furnish temporary sanitary facilities at the site, as provided herein, for the needs of all construction workers and others performing work or furnishing services of the project. Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet will be furnished for each 20 workers, and serviced at least once a week. CONTRACTOR shall enforce the use of such sanitary facilities by all personnel at the site.
29. Cement stabilized sand for this Project shall contain 1½ sacks of cement per cubic yard of sand.
30. The cleanup for each respective task shall be included in the unit price bid for each item and shall be full compensation for all labor, materials, equipment, etc., required to complete work as directed by the ENGINEER. This item includes the removal of all surplus materials and debris, final grading as required including the import of material required to raise grade to proper

elevation following backfill settlement or excessive soil removal. Any ditches disturbed by the construction shall be restored to their original grade.

31. Ditches along roadways shall be restored to original shape and grade. No additional compensation will be made for restoring ditches rutted during construction.
32. The CONTRACTOR shall notify the Jefferson County Sheriff's Department, Fire Department, prior to closing any existing street or roadway.
33. The CONTRACTOR shall maintain streets and roadways as directed by the ENGINEER. This maintenance shall be limited to that amount required to enable suitable traffic movement. Road shell or other suitable material shall be used to provide suitable surface for traffic on streets, driveways, and shoulders. This task is considered incidental to the work and the CONTRACTOR will not be due any additional payment for this required work.
34. Concrete for this project, when directed, shall be Class A, 4000 psi in 28 days using 1½" maximum size aggregate.
35. Abandon existing septic tanks in place, including plugging all influent and effluent lines, vacuum out wastewater and sludge, hauling and disposal in an approved facility licensed to receive the waste, break down top and sides one foot (1') below natural ground, backfill and restore surface area to the original shape. Surplus excavated material from Grinder Pump installation, or 1 ¼ Grinder Pump service line may be used for this task.
36. Unit Price Bid for Simplex Grinder Station shall include all the parts and accessories required for fully functional unit and per summary of work and specifications. Control, Electrical Rack and electrical wiring from residents house or service pole to will be included in the Unit Price Bid for Simplex Grinder Station.

All electrical work performed on this project shall be performed by a licensed Electrician. The licensed Electrician shall adhere to all Local and National Electrical Codes.

Summary of Work

CONTRACTOR shall furnish all labor, materials, equipment, insurance, payroll, taxes, permits and supervision to **Install ten (10) new Simplex Grinder Pump Units, and Install eight (8) Simplex Grinder Pump Units provided by Jefferson County Precinct 4. The Contractor must complete the project by May 1, 2015.** Work task includes following sanitary sewer improvement activities:

1. Install Simplex Grinder Pump Units (10 NEW)

Furnish and install **ten (10)** fully operational Grinder Pump Units per plans and specifications including but not limited to the following parts and accessories necessary for a complete functional grinder pump unit:

1) *One (1)* – Hydromatic HPG200M2-2
2) *Four (4)* – Stainless steel pump feet and bolts
3) *One (1)* – 24" X 60" fiberglass tank with solid lid and neoprene gasket.
4) *One (1)* – Simplex control panel 230 volt 1 phase, with alarm light.
5) *Three (3)* – Float switches Conery 21813A302
6) *One (1)* – Simplex pipe kit consisting of the following:
   a) 5' section of schedule 80 PVC 1 ¼"
   b) PVC elbow 1 ¼".
   c) PVC check valve TBCD style 1 ¼".
   d) PVC union.1 ¼"
   e) PVC ball valve 1 ¼".
   f) 1 ¼" male adaptor.
   g) 1 ¼" adapt-o-flex grommet. (for pump discharge)
   h) 2" adapt-o-flex grommet. (for electrical conduit)
   i) 4" adapt-o-flex grommet. (for incoming line)

Work task will also include 1 ¼" SDR-11 HDPE service line from grinder pump to valve box at the property line, connecting 4" gravity line from house plumbing to proposed grinder pump, and abandon existing septic tank.

Contractor is to excavate and install the 24" dia. x 60" deep fiberglass basin, install the grinder pump unit and grinder pump electrical. Contractor is to furnish and place four sacks of sackcrete on the retainer ring and backfill with select material to be provided by the contractor. Set the pump in the basin on existing slide rails, set control box, and 30 amp disconnect (**Contractor Provided**), necessary electrical conduit and connect to house electrical with a licensed Electrician, all in accordance with National and Local Electrical codes.

2. Install Simplex Grinder Pump Units (8 Provided by Jefferson County)

Install **Eight (8)** fully operational Grinder Pump Units per plans and specifications including but not limited to the following parts and accessories necessary for a complete functional grinder pump unit:

1) *Four (4)* – Stainless steel pump feet and bolts
2) *Three (3)* – Float switches Conery 21813A302
3) *One (1)* – Simplex pipe kit consisting of the following:
   a) 5' section of schedule 80 PVC 1 ¼"

b) PVC elbow 1 ¼".
c) PVC check valve TBCD style 1 ¼".
d) PVC union.1 ¼"
e) PVC ball valve 1 ¼".
f) 1 ¼" male adaptor.
g) 1 ¼" adapt-o-flex grommet. (for pump discharge)
h) 2" adapt-o-flex grommet. (for electrical conduit)
i) 4" adapt-o-flex grommet. (for incoming line)

Following are list of items Jefferson County will provide to contractor for installation:

4) *Eight (8)* – Simplex Grinder Pump Units
5) *Eight (8)* – 24" X 60" fiberglass tank with solid lid and neoprene gasket.
6) *Eight (8)* – Simplex control panel 230 volt 1 phase, with alarm light

Work task will also include 1 ¼" SDR-11 HDPE service line from grinder pump to valve box at the property line, connecting 4" gravity line from house plumbing to proposed grinder pump, and abandon existing septic tank.

Contractor is to excavate and install the 24" dia. x 60" deep fiberglass basin, install the grinder pump unit and grinder pump electrical. Contractor is to furnish and place four sacks of sackcrete on the retainer ring and backfill with select material to be provided by the contractor. Set the pump in the basin on existing slide rails, set control box, and 30 amp disconnect (**Contractor Provided**), necessary electrical conduit and connect to house electrical with a licensed Electrician, all in accordance with National and Local Electrical codes.

3. Abandon Existing Septic tanks as Identified

Abandon existing septic tanks in place, including plugging all influent and effluent lines, vacuum out wastewater and sludge, hauling and disposal of the wastewater and sludge to an approved facility licensed to receive the waste, break down top and sides one foot (1') below natural ground, backfill and restore surface area to the original shape. Surplus excavated material from Grinder Pump installation, or 1 ¼ Grinder Pump service line may be used for this task.

4. Service Lines

Service lines location will be determined in the field between the contractor, and engineer. The following are the eighteen (18) addresses:

7257 Boyt	4048 Wells	8643 Phillips
8033 Boyt	8701 Phillips	8461 Landry
9382 Lawhon	5853 Martel	5808 Moonglow
7964 Boyt	7606 Boyt	8684 Phillips
7351 Boyt	7498 Boyt	7116 Faith
7763 Boyt	7727 Boyt	8664 Phillips

Bid Proposal - Addendum No. 1

Cheek Community Sewer Improvements - Cheek Phase IV

Grinder Pump Installation

Jefferson County, Texas

TXCDBG Contract No. 718520 | ACE Job No. 114-18

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
1	MOBILIZATION AND DEMOBILIZATION	L.S.	1	Nine thousand five hundred		9,500	00	9,500	00
2	FURNISH & INSTALL LPSS GRINDER PUMP STATION INCLUDING PUMP, FIBERGLASS TANK, CONTROLS & HOUSING INCLUDING ELECTRICAL INSTALLATION , AND 4" SEWER CONNECTION FROM HOUSE COMPLETE IN PLACE PER SUMMARY OF WORK	EA.	10	Seven thousand one hundred sixty two.		7,162	00	71,620	00
3	FURNISH & INSTALL LPSS GRINDER PUMP STATION INCLUDING *(PUMP, FIBERGLASS TANK, CONTROLS - FURNISHED BY JEFFERSON COUNTY)* & HOUSING INCLUDING ELECTRICAL INSTALLATION , AND 4" SEWER CONNECTION FROM HOUSE COMPLETE IN PLACE PER SUMMARY OF WORK	EA.	8	Three thousand two hundred seventy five		3,275	00	26,200	00
4	FURNISH HYDROMATIC CONTROL PANEL, FOR HYDROMATIC PUMP	EA.	1	one thousand		1,000	00	1,000	00
5	ABANDON EXISTING SEPTIC TANK	EA.	18	Six hundred fifty		650	00	11,700	00
6	1 1/4" HDPE SDR-11 SANITARY SEWER SERVICE LINE, COMPLETE IN PLACE, FROM VALVE BOX TO GRINDER UNIT	LF	4,000	Six dollars - eighty cents		6 80		27200	00
	ITEMS TO BE USED WHEN DIRECTED BY ENGINEER								
7	MANHOURS WHEN AUTHORIZED BY THE ENGINEER	HOUR	5	One hundred thirteen		113	00	565	00
8	TRUCK HOURS WHEN AUTHORIZED BY THE ENGINEER	HOUR	5	Fourteen		14	00	70	00
9	BACK HOE / LOADER HOUR WHEN AUTHORIZED BY THE ENGINEER	HOUR	5	Fifteen		15	00	75	00

ACTION CIVIL ENGINEERS, PLLC
dba d.p. Consulting Engineers
Firm Registration No. F-16376

ADDENDUM NO. 1

Addendum Issued Date: November 14, 2014

Cheek Community Sewer Improvements – Grinder Pump Installation
Cheek Phase IV
Jefferson County, Texas

TXCDBG Contract No. 713520| ACE Job No. 114-18

The following information is offered for clarification or modification to the project information you now hold.

1. **BID PROPOSAL**

   (a) Replace **Bid Proposal** *Pages 83 to 84* with revised **Bid Proposal** *Pages 83 to 84* attached.

   Clarification: Quantities for 4" PVC and "1 ¼"HDPE SDR-11 discharge line" has been added to bid item no.

2. **WAGE RATE DECISION**

   The most recent Wage Rate *General Decision Number TX140079 01/03/2014 TX79*, attached, has been added to the bid document.

Received

Date: 11/14/14 **Acknowledged:** C Vincent

The changes listed above will be considered part of the Bid Package. Bidders are advised that each Addendum issued must be recognized by signature and a copy of all addenda must be submitted with Bid.

3727 Doctors Dr.
Port Arthur
Texas 77642

Phone 409-983-6263
Fax 409-983-6265
Email dp@dpengineersinc.com
Web site: www. dpengineersinc.com

Bid Proposal - Addendum No. 1

Cheek Community Sewer Improvements - Cheek Phase IV

Grinder Pump Installation

Jefferson County, Texas

TXCDBG Contract No. 713520 | ACE Job No. 114-18

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
10	FURNISH & INSTALL 4" PVC FOR ADDITIONAL LINES WHEN AUTHORIZED BY THE ENGINEER.	LF	500	Twenty		20	00	10,000	00
11	CEMENT STABILIZED SAND BACKFILL 1-1/2 SACK/C.Y. WHEN AUTHORIZED BY THE ENGINEER	TON	5	one hundred		100	00	500	00
12	EXTRA CLASS-A CONCRETE - BULK, COMPLETE IN PLACE WHEN AUTHORIZED BY THE ENGINEER	C.Y.	5	two hundred fifty		250	00	1,250	00
13	EXTRA CLASS-A CONCRETE - FORMED, COMPLETE IN PLACE WHEN AUTHORIZED BY THE ENGINEER	C.Y.	5	Four hundred		400	00	2,000	00
14	DUCTILE IRON FITTINGS	LB.	200	Five		5	00	1,000	00
						TOTAL		162,680	00
	STATEMENT FOR SEPARATED CONTRACT COMPLIANCE:								
	NON-CONSUMABLE MATERIALS AND EQUIPMENT.....							$48,804	00
	SKILLED LABOR, MATERIALS, EQUIPMENT AND TOOLS.....							$113,876	00
						TOTAL		$162,680.00	

The undersigned agrees to commence work within ten (10) days after the date of written notice to commence work and to substantially complete the work on which he has bid within 120 calendar days as provided in the General Conditions of the Agreement. Enclosed herewith is a cashier's check, certified check, or bid bond in the sum of 5% of the greatest amount bid which it is agreed shall be collected and retained by the OWNER as liquidating damages in the event this proposal is accepted by the OWNER within sixty (60) days after the date advertised for the reception of bids and the undersigned fails to execute the contract and the required bond with the OWNER, under the conditions hereof, within ten (10) days after the date said proposal is accepted, otherwise said check or bond shall be returned to the undersigned upon demand.

CONTRACTOR: MK Construction LLC dba MK Construction ADDRESS: 2485 N. St Vidor TX 77662 Phone: 409-769-0089

BY: Michael Brown DATE: 11/18/14

Specifications for Sanitary Sewer Construction

1. DEFINITIONS

Whenever the following terms are used in these specifications, their meaning will be construed in accordance with the definitions listed below:

A. OWNER – Jefferson County (Grantee), acting by and through its duly authorized representative.

A. ENGINEER – The Director of Public Works and/or authorized firms or individuals.

B. Inspector – A representative of the Director of Public Works, OWNER or ENGINEER stationed at the site of the work to secure conformity with the plans and specification, to keep a record of the work performed by the CONTRACTOR, and to serve in such other capacities as the ENGINEER may direct.

C. Plans – The plans shall include all drawings adopted by the OWNER pertaining to the work under this contract and shall include the printed detail drawings, which are a part of these specifications.

D. Profile – That portion of the plans showing a vertical section along the centerline location of the sewer.

E. ASTM Specifications – Specifications adopted by the American Society for Testing Materials governing the methods and procedures for manufacturing and testing materials and which bear appropriate alphabetical and numerical designations pertinent to the various items involved.

F. ASA Specifications – Specifications adopted by the American Standards Association governing the methods and procedures for manufacturing and testing materials and which bear appropriate alphabetical and numerical designations pertinent to various items involved.

2. ABBREVIATIONS

The following abbreviations will be used in these specifications and in proposals and contracts:

Cu. Yd. Or C.Y.	Cubic Yards	M.f.b.m.	Thousand feet board meas.
Sq. Yd. Or S.Y.	Square Yards	Lbs.	Pounds Lin. Ft. or
L.F.	Linear Foot	L.S.	Lump Sum
Sq. Ft. or S.F.	Square Foot	R.C.	Reinforced Concrete
Sq. In.	Square Inch	M.R.C.	Monolithic Reinf. Concrete
Min.	Minimum	Max.	Maximum

Other abbreviations, where used, shall be given their generally accepted meaning.

3. OTHER SPECIFICATIONS

Special specifications will be furnished where items to be furnished or constructed under the Contract are not covered by these Standard Sewer Specifications. Where provisions of such Special Provisions or Special Specification are in conflict with the Standard Specifications, the Special Specifications shall govern.

4. ACCESS

The ENGINEER and his duly authorized representatives shall have access to any part of the work at all times.

5. USAGE

The OWNER shall have the right to use any complete portion of the work at any time prior to the completion of the entire Contract where in the judgment of the ENGINEER, such use will not interfere with the operation of the CONTRACTOR. The use of completed portion of the work by the OWNER does not constitute an acceptance of the work by the OWNER.

6. SITE OF WORK

The OWNER will furnish all right-of-ways considered necessary by the ENGINEER for the construction of the work under contract as set forth in the General Conditions, however, whenever the CONTRACTOR deems it necessary to make use of private property for field office, space storage yard equipment or materials or for spoiling excess excavated materials, he shall make his own arrangements with OWNERS of such property and shall indemnify and save harmless the OWNER from any damages or claims resulting from such use.

7. TRAFFIC

A. The CONTRACTOR is referred to the General Conditions in regard to closing streets to traffic. In general, materials will not be stored in the streets without permission from the ENGINEER, however, when such permission is granted, materials shall be stored so as to obstruct public travel as little as possible and in no case shall there be less than 12 feet width of unobstructed road. Materials and/or parked equipment near the path of traffic shall be protected by warning lights at night. Where sewer trenches are excavated, blocking private driveways, the CONTRACTOR shall provide at his own expense suitable temporary bridges, to permit safe access to the private driveways. Suitable bridges for pedestrians shall be constructed at intersecting walk lines.

B. Not less than 24 hours before closing any street to traffic, the CONTRACTOR shall notify the Director of the Department of Traffic and Transportation of such necessary closing.

C. When any sewer trench crosses a dead-end street, the CONTRACTOR shall construct a bridge not less than 16 feet in width to permit ingress and egress to such dead-end street. Such bridge shall be of sufficient strength to carry the traffic normally using such street. The bridge shall be constructed immediately behind the excavating equipment. The start of excavation operations will not be permitted until sufficient material is on hand on the job-site to construct the bridge.

8. BARRICADES, WARNING AND DETOUR SIGNS

A. The safety of the public and convenience of traffic shall be regarded as of prime importance during construction. In all respects, public safety and convenience and provisions therefor, made necessary by the work, shall be the direct responsibility of the CONTRACTOR and shall be performed at his entire expense.

B. When any section of a street is closed to traffic, the CONTRACTOR shall furnish and maintain at each end of the closed section and at all intersecting streets at a distance of one block on each side of the work, Department of Public Works standard barricades, adequate warning and directing signs, lights, and red flags. All lights shall be kept burning from sunset to sunrise. The CONTRACTOR shall provide and maintain such standard barricades, signs, lights, and flags within the closed portion of the street as may be necessary to protect the work and safeguard local traffic, and only standard signs and barricades shall be used.

C. The CONTRACTOR will not be permitted to start any operation that will close a street or streets until the required barricades are in place.

D. Between sunset and sunrise, and at all times when construction operations are not in progress, the CONTRACTOR will provide and maintain a watchman on the site of the work whose prime duty shall be to maintain in a proper position and condition all barricades, warning and directing signs, lights and flags.

E. No direct compensation will be made to the CONTRACTOR for furnishing watchmen; furnishing, installing and maintaining barricades, warning and detour signs and their subsequent removal; and all other incidentals necessary for the proper direction, safety, and convenience of traffic during the contract period as this work is to be considered subsidiary to the several items for which unit prices are requested in the proposal.

9. UNDER-GROUND PIPES, DUCTS AND UTILITIES

A. It is the intention of the OWNER to show on the plans, the approximate location of all-underground utility lines, and structures except service connections to buildings.

Where gas, water and sewer lines exist in the vicinity, the CONTRACTOR should assume that service connections exist to each building.

B. Where pipes, ducts and other structures are encountered in the excavation, but are not shown on the plans (except service connections as set out above, the ENGINEER will measure in place, all excavation necessary for construction of the sewer that cannot, by reason of the presence of said pipe, duct, or other structure, be performed by the normal trenching machine, or other methods in use on the job. Measurement will be by the cubic yard, in place, without deduction for the space occupied by portions of the pipe, duct or other structure that are left in place across the trench. Payment will be made for the sewer and other installed appurtenances at the contract price in addition to the price paid for the "SPECIAL EXCAVATION".

C. Payment of the contract price for "SPECIAL EXCAVATION", measured as set out herein, shall be full compensation for all additional expense occasioned by encountering said underground pipe, duct or other structure, including additional equipment, additional work, additional use of equipment, delays, in completion of the work and delays to men and equipment, additional cost of excavation and disposal of excavated materials and of sheeting and shoring and every other item of expense occasioned by encountering said underground pipe, duct or other structure except that where the ENGINEER orders the CONTRACTOR to cut into or patch said pipe, duct or other structure, the CONTRACTOR will be paid for said cutting or patching as extra work.

D. Where underground pipes, ducts, or other structures are encountered in the excavation for sewer installation the CONTRACTOR shall, at his own expense, take adequate measures to protect them from damage.

E. Where shown on the plans that the sewer construction will require the removal and replacement of culverts, bridges or other structures, or of excavating beneath such culverts, bridges or other structures, such removal and replacement or otherwise crossing shall be at the CONTRACTOR**'S** expense, excepting the removal and replacement of surfacing which will be paid for at the contract price.

F. It shall be the responsibility of the CONTRACTOR to locate such underground installations sufficiently in advance of the trench excavation to preclude damage to same. Sewer pipe crossing trench and carrying small volumes of water may be temporarily disconnected to permit machine excavation at such location provided that any pipe damage in such removal shall be replaced at the expense of the CONTRACTOR with new pipe meeting the same specifications as the old pipe removed. In event pipe removed is not damaged in removal, it shall be reconnected immediately after location is cleared by the excavating machine at no expense to the OWNER. It is the responsibility of the CONTRACTOR to provide and install all necessary bracing, shoring, and sheeting necessary to support all sewer lines or other utilities crossing, projecting into or located near the sewer trench excavation at his own expense. Where it is necessary to plug an existing sewer it shall be the

responsibility of the CONTRACTOR to supply suitable plugs on the site before cutting the same.

G. Where it is considered necessary by the ENGINEER to provide supporting concrete beams for cross sewers due to excessive trench plans or other conditions the CONTRACTOR will make such installation in accordance with detail drawings or instructions issued by the ENGINEER. Payment for such an installation will be made under appropriate items, such as "Extra Reinforcing Steel", "Extra Excavation" and "Extra Concrete".

H. Payment for "Extra Material", as stated in Specifications – General Conditions, will be made for new material ordered placed in bridges and culverts when the material in the existing structures is not suitable for reuse. Any sound material damaged in removal shall be replaced by the CONTRACTOR and no payment for such material will be made.

10. BUILDINGS, POLES, PAVEMENT, TREES, ETC.

A. Buildings or other structures along the location of the work shall be fully protected by the CONTRACTOR from damage, which may result from slides or undermining, by adequate underpinning, shoring or bracing as the particular circumstances may require.

B. Fences located within any permanent or temporary construction easement or along the boundary line between any two adjoining easements may be removed by the CONTRACTOR, but any fences removed shall be replaced in their original conditions and location by men experienced in erecting that type of fence. Unless otherwise specified no additional payment will be made for removing or replacing fences.

C. Telephone poles, light and power and other poles of similar nature and privately owned signs and similar structures which are not located on private property will be protected and supported by the OWNER, but the CONTRACTOR shall not undermine or endanger such items until the OWNER has been notified and has taken necessary precautions to protect his interest. Poles within the limits of the required operation will be moved by their OWNERs.

D. Any damage to sidewalks, street pavements, curb and gutter, driveways, drainage structures, street signs, traffic lights or signs, or other public or privately owned property, made by CONTRACTOR'S construction operations and lying outside the normal lines of excavation will be made good by the CONTRACTOR at his own expense. The CONTRACTOR will not be held responsible for damage to the surface of streets resulting from the operation of trucks in connection with the work, provided they are not loaded beyond the legal limit, but he will be held responsible for damage caused by the operation of Crawler type or steel wheeled equipment.

E. Plants, trees, and shrubbery which are within the right of way within the normal limits of the excavation and between the outside edges of the trenching machine

shall, unless otherwise provided, by removed and disposed of by the CONTRACTOR, but the CONTRACTOR shall, where possible, shift the conveyor of the machine from side to side as necessary to avoid cutting plats, trees and shrubbery.

F. Other plants and trees along the location of the sewer line that may be injured by the trenching operation shall be protected to the satisfactions of the ENGINEER at no expense to the OWNER. Where the plans state the plants, trees and shrubbery shall be removed and replaced, the CONTRACTOR shall employ a competent nurseryman to supervise the removal, care and replanting thereof, and shall replace with equal stock any of the plants, trees, or shrubs that die due to negligence or mishandling. Where the sewer construction is in an easement across private property, the CONTRACTOR may make his own arrangements with the OWNER of the property relative to removal of tress and shrubbery lying outside the limits of the trenching machine.

11. FINAL CLEANUP

A. Upon completion of the work and before acceptance and final payment, the CONTRACTOR shall remove rubbish, unused materials and temporary structures from the limits of the project and restore, in a manner acceptable to the ENGINEER, all property both public and private that has been damaged during the prosecution of the work, and shall level and grade all portions of the work where the surface of the natural ground or street surface has been disturbed during construction, and shall leave the site of the work in a neat and presentable condition, free from ruts or holes.

B. Materials cleared from the limits of the project shall not be deposited on adjacent property unless prior approval is obtained from the property OWNER involved.

C. No payment will be made for this work, its cost being included in the unit price bid.

12. ORDER OF COMPLETION

A. Unless otherwise specified or agreed, construction shall start at the lowest point of the sewer and proceed upgrade without gaps so that all completed portions of the sewer will be connected to the outlet and so that any old sewers crossing through the new sewer trench can, if the ENGINEER so orders, be connected to the sewer immediately.

B. When any portion of the work has been started, the CONTRACTOR shall proceed vigorously with the work through its various phases, including laying of the sewer, manhole construction, backfill, water tamping and cleanup and no extended lapse of time between the completion of one operation and the beginning of the next will be permitted, the various operations being carried on simultaneously where possible.

C. No more than 900 feet of sewer larger than 24" or 1500 feet of sewer 24" or smaller, within traveled streets, for each trenching machine operation, shall be allowed to remain uncompleted at any one time.

D. Manhole construction, street replacement, and cleanup are included in these requirements, except that the ENGINEER may order a delay in replacement of street surface material if, in his opinion, the trench is too soft to support same. An authorized delay in one operation does not extend to the other operations, as for example, an authorized delay in setting a manhole casting does not excuse the CONTRACTOR from his obligation to immediately complete cleanup work. The ENGINEER is authorized to refuse to give grades and to stop trenching operations at any time when such additional trench would exceed the 900 foot and 1500 foot limits herein.

E. Where the work includes a system of sewers on parallel (or nearly parallel) streets in the same area, no excavation shall be started in any street within one block of any parallel street previously excavated, until the said previously excavated street has been backfilled, water tamped and opened to traffic and the order in which the various street are excavated shall otherwise be arranged to minimize interference with fire protection and access to homes and other buildings within the area.

13. DAILY REPORTS

Inspectors are required to make daily reports, which, except for the ENGINEER'S record of grades and final measurement, are the sole record of the work performed. The CONTRACTOR shall arrange to have these records signed each day by his authorized representative. It shall be the duty of the CONTRACTOR**'S** representative to note upon the face of these reports any matter in which his records differ from those of the Inspector. The absence of any such entry CONTRACTOR indicates by the agreement with the Inspector's records, both as to accuracy and as to completeness. All work covered by verbal or written instruction, authorized deviation from the plans or specifications, and a complete record of all regular and extra work performed shall be entered on the daily reports. Should the CONTRACTOR be in complete disagreement with the Daily Report as prepared by the Inspector, he shall so note thereon and make reference thereon to this separate report which shall be submitted to the ENGINEER within two days (Sundays and Legal Holidays excepted).

14. TRENCH SAFETY SYSTEMS

A. DESCRIPTION: This item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project and including all additional excavation and backfill necessitated by the protection system. A trench shall be defined as a narrow excavation (in relation to its length) made below the

surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet.

15. CONSTRUCTION METHODS

A. Trench safety systems shall be accomplished in accordance with the design set out in the provision of Excavations, Trenching and Shoring, Federal Occupational Safety and Health Administration Standards, 29CFR, Part 1926, Subpart P, as amended, including Proposed Rules published in the Federal Register (Vol. 52, No 72) on Wednesday, April 15, 1987, and any revisions to the "Proposed Rules" issued prior to the bid date. The specifications by reference include Sections 1926-650 through 1926-653. Legislation that has been enacted by the Texas Legislature (H.B. No. 662 and H.B. No. 665) with regard to Trench Safety Systems, is hereby incorporated, by reference, into these specifications.

B. If the CONTRACTOR elects to use a trench protective system that, in the Proposed Rules, requires "Design by a qualified person or a qualified ENGINEER", (for example, see 1926.652 (b)(3) and 1926.652 (c)(4)), the qualified person or qualified ENGINEER shall be a Professional ENGINEER registered in the State of Texas.

16. INSPECTION

The CONTRACTOR shall make daily inspections of the trench safety systems to ensure that the systems meet OSHA requirements. Daily inspection is to be made by a competent person, provided by the CONTRACTOR. If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the CONTRACTOR to safeguard personnel entering the trench. It is the sole duty, responsibility and prerogative of the CONTRACTOR, not the OWNER or ENGINEER, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The CONTRACTOR shall maintain a permanent record of daily inspections.

17. INDEMNIFICATION

The CONTRACTOR shall indemnify and hold harmless the OWNER, its employees and agents, including the ENGINEER, from any and all damages, costs (including, without limitation, legal fees, court costs, and the cost of investigation), judgements or claims by any one for injury or death of persons resulting from the collapse or failure of trenches constructed under this contract.

18. SEWER TRENCHES

A. Except as otherwise specified or shown on the plans, all sewers shall be constructed in open cut trenches with vertical slides excavated with a ladder type trenching

machine. Excavation for inlet leads and for sewer stubs to be laid transversely across the street may be made with a trench hoe. Excavation, which, because of surface or underground obstruction, would be inaccessible to a ladder type trenching machine, may be made with other suitable types of equipment. Where machines other than ladder-type trenching machines are sued, excavated material composed of large chunks and clods shall not be used for backfilling, and such material shall be disposed of by the CONTRACTOR and other suitable material for backfill shall be provided without additional expense to the OWNER.

B. Trenches for pipe sewers smaller than 30-inch pipe shall have a width below the top of the pipe bell or other joint of not less than the outside diameter of the pipe plus 12 inches and not more than the outside diameter of the pipe plus 18 inches. Trenches for pipe sewers 30 inches and larger shall have a width below the top of the pipe of not less than the outside diameter of the pipe plus 16 inches and shall be wide enough to permit making up the joints but shall not be wider than the outside diameter of the pipe plus 24 inches.

C. Where the available right-of-way is not sufficient to permit the use of a trenching machine, the trench may be excavated by other suitable methods. Trenches for sewers 30 inches and larger laid with Class "A" Bedding, having rubber type joints on concrete pipe or joints having resilient properties on clay pipe, made as provided herein under Item 3, 16, per (d) shall have a width below the top of the pipe, of not less than the outside diameter of the pipe, plus 12 inches and not more than the outside diameter of the pipe plus 18 inches. Where test boring logs are shown on the plans, these represent one man's interpretation of borings, usually made by power augers, and were primarily for the ENGINEER'S use in design and in determining approximate quantities of various types of construction. Such information is not in any way guaranteed and the OWNER assumes no responsibility whatever for the accuracy thereof.

D. Trenches for monolithic sewers shall have a width adjacent to the sewer section equal to the outside diameter of the sewer plus the thickness of any sheathing timber extending below the top of the concrete. Above the tops of pipe bells or monolithic concrete sewers, the width of the trenches may be greater than the limits specified above by an amount sufficient only to permit placing sheathing and bracing timers and to permit installation of well point headers or manifolds and pumps in the trench where the depth of trench is such as to make it uneconomical to pump from surface installation. Sufficient space must be provided between cross braces to permit handling of forms, pipe, and other materials.

E. No excavated material shall be deposited on the gravel, shell, asphalt, concrete or other paved area of any roadway or sidewalk, or on any lawn, garden or shrubbery and such material shall be handled in such manner as not to obstruct drainage. Where necessary for compliance with this provision, the material shall be hauled.

19. DEWATERING TRENCH

No sewer pipe or monolithic sewer shall be laid in a trench in the presence of water. All water shall be removed from trench sufficiently ahead of the sewer placing operation to insure a dry, firm bed on which to place the sewer, and the trench will continue to be dewatered until after all concrete and mortar is set. Removal of water may be accomplished by bailing, pumping, or pumping in connection with well point installation ass the particular situation may warrant.

20. SHEETING AND BRACING

A. Where necessary in the ENGINEER'S opinion, the sides of the trench or other excavation shall be braced and rendered secured to the satisfaction of the ENGINEER.

B. In sewer trenches and other excavations having vertical sides, sheeting and bracing necessary to support the sides of the excavation in a vertical plane shall be installed. In trenches for monolithic sewers, flooring shall be installed as bracing to support the bottom of the vertical sheeting. Flooring shall be set solidly against undisturbed earth in the bottom of the trench. Where voids are left below the flooring the boards shall be spaced approximately two inches apart to permit the concrete to flow between the boards to fill the voids. In no case shall loose earth be permitted to remain beneath the flooring.

C. After the excavation has been backfilled and water tamped, steel or other sheeting may be pulled, otherwise sheeting and bracing, once installed may not be removed without the consent of the ENGINEER.

21. SURPLUS EXCAVATED MATERIALS

A. Any surplus excavated material shall be hauled and disposed of as directed by the ENGINEER. If the ENGINEER notifies the CONTRACTOR that the OWNER does not have use for this material, it shall become the property of the CONTRACTOR to dispose of as he wishes without injury to the OWNER or any individual. Where the ENGINEER orders the surplus material removed to some definite place, the CONTRACTOR will be paid for all haul in excess of one quarter mile (1320 feet) at the price bid per yard quarter. No extra compensation will be paid for this work where the haul is within the 1320 limit.

B. The route over which earth haul is to be made and paid for by the OWNER will be designated by the ENGINEER and shall be the shortest practical route. Earth haul shall be computed by use of cubic yard volume quantities measured in place prior to excavation, and the actual average hauled distance measured to the nearest one-eight mile from the center of gravity of the site of excavation to the center of gravity of the volume filled ad directed. Under conditions of excavation and haul

where measurement of volume prior to excavation and haul where measurement of volume prior to excavation is impractical the OWNER may elect to determine such volume quantities by truck measure and the CONTRACTOR will be required to sue such methods as necessary to permit obtaining the best practical accuracy.

C. If excavated material is left on the street, and this material becomes mixed with material excavated by the Water Department, paving CONTRACTORS, the Gas Company, or other public corporations or with that of any other firm, corporation or individual excavating on any of the OWNER'S streets and if the CONTRACTOR does not protect himself by removing his material before anyone else can mix other material with his, or if he does not put up proper partitions or barriers to keep this material separated from the other man's material, then the ENGINEER shall be the sole judge as to who is responsible for this excavated material, and his decision shall be binding on all parties. If the CONTRACTOR does not remove this material when directed by the ENGINEER, the ENGINEER has the right, under this contract and these specifications to hire trucks and men to remove this material and to deduct the cost of same from any estimate due to the said CONTRACTOR.

22. BACKFILLING

A. Backfilling shall not be started over pipe sewers until all of the steps required under "Pipe Bedding" of "Pipe Sewer, Leads and Stubs" of this specifications, have been completed. Backfilling over pipe sewers with Class "A" bedding shall not be started until the day following the placing of the cement stabilized sand. Backfilling over monolithic reinforced concrete sewers shall not be started until the concrete has a compressive strength of 1000 lbs. per sq. in., for curricular sewer, or 2000 lbs. per sq. in., for box sewers.

B. Loose earth backfill shall be placed to the top of the existing trench and then the backfill shall be jetted with water by the use of jets from the bottom. These jets shall remain in place until the water appears on the surface. No surface flooding will be allowed for this section of the backfill. After the backfill takes its initial settlement, if the settlement is more than one foot below the proposed or existing pavement or the original ground surface, more earth backfill shall be placed to bring the backfill up to one foot below the proposed or existing pavement. This additional backfill shall be water tamped by surface flooding. The last one foot of backfill up to the existing or proposed pavement or original ground shall be backfilled in layers and compacted by the use of power equipment, tractors, trucks, etc., to not less than 100% of the density of the original undisturbed soil.

C. The cost of backfilling as described above, together with all work and expense incidental thereto, shall be included in the price of the work constructed and no separate compensation will be made thereof.

23. SPECIAL BACKFILL

A. Where backfill with special materials is included as a pay item ("Special Backfill") the materials used will be paid for as indicated on bid proposal, which shall be full

compensation for furnishing and placing the material, for disposal of excess earth displaced thereby and for all other work and expense incident thereto necessary to complete the work.

B. Where "Special Backfill" is placed in a trench which has been cut wider than is permitted by "SEWER TRENCHES" of "EXCAVATION" in this specification, or has been allowed to cave to a greater width than that specified, the trench shall be backfilled for its entire width with the special material ordered, but no payment will be made for the additional material required on account of the excess trench width.

24. EXTRA EXCAVATION

Work performed under this item shall consist of the excavation of material at locations specifically designated by the ENGINEER, and which is not included under other bid items contained in these specifications. "Extra Excavation" will be measured by the cubic yard in its original locations.

25. BASIS OF PAYMENT

A. No direct payment will be made for trench excavation, handling and disposal of excavated material, or backfilling trenches and the cost of such work shall be included in the prices for the sewers, manholes, inlets and other structures and appurtenances. Payment as herein described will be made for "Extra Hauling", "Special Backfill", "Extra Excavation", "Dewatering Trench", "Sheeting and Bracing", and as described under "UNDERGROUND PIPE, DUCTS AND UTILITIES" of "GENERAL" for "Special Excavation" where such work has been ordered by the ENGINEER and performed by the CONTRACTOR. No additional payment will be made for any subsequent additional settlement, which might occur in the backfill after its original completion.

B. When sewer trenches are excavated through ground that has been previously filled and foreign matter is found in the fill, covered with earth in such a manner as not to be evident from the surface and such foreign matter cannot be removed by the trenching machine, the CONTRACTOR will be paid for necessary removal of such foreign matter, as provided for in extra work. In such cases, no additional payment will be made on account of old trench sheeting or bracing encountered where the excavation crosses old trenches.

26. MONOLITHIC REINFORCED CONCRETE SEWERS

A. DESCRIPTION: The work to be performed under this specification shall consist of the construction of monolithic reinforced concrete sewers complete in place.

B. Otherwise specified, sewers constructed under this item shall conform to drawings prepared by the OWNER, which drawings are included with these specifications unless pipe sewer or special construction is in accordance with this item.

27. CONSTRUCTION METHODS

A. After the trench has been excavated in accordance with "EXCAVATION" of these specifications, that portion of the sides of the trench that will be in contract with the concrete shall be hand trimmed and shaped to conform to the section of the sewer to be constructed and the bottom of the trench shall be fine-graded to the grade established. Below the grade line so established, no backfill will be permitted. Where time sheathing or flooring is used, proper allowances for time thickness shall be made.

B. Upon completion of the trench the CONTRACTOR shall place the reinforcing steel and forms and securely brace them in the proper position and place concrete in accordance with "CONCRETE FOR SEWERS AND APPURTENANCES" of this specification. The top of sewer shall be finished by hand with a wooden float, and thickness shall be checked with a wire gauge.

C. The CONTRACTOR shall, at his own expense, furnish and place in position as directed by the ENGINEER, all necessary stakes, grade and batter boards for locating the work. The grade boards shall be one inch by three inches, and planed on all four sides to truly parallel faces. The boards and all location stakes must be protected from injury or change in location. The sound twilled lines for use in giving lines and grades and the necessary plummets and graduated poles approved by the ENGINEER.

28. FORMS

A. Suitable collapsible centers or forms with smooth surfaces of ample strength shall be provided and rigidly braced. The bracing shall be adequate to prevent deviation from the correct lines. All steel forms shall be neatly and accurately made with all similar parts in each longitudinal section interchangeable with other sections. Bent plates required to fit shall be rolled and fabricated to the correct curves before assembly. Suitable forms shall be provided for bends in the sewer. Steel filler plate shall be furnished. All wooden forms shall be built of clean, sound lumber, reasonable free from knots, dressed on all sides, and neatly fitted. Tongued and grooved material shall be used where required. The form surface shall be watertight, securely fastened to the ribs or supports. No forms built up in the trench not ribs with separated pieces of wooden lagging will be allowed except for specials or curves. No center no form shall be used, which is not clean, is of improper shape or strength or in any way unsuitable. Before placing concrete or reinforcement, the forms shall be coated with lubricants to prevent the adherence of concrete.

B. Circular forms shall be set on concrete blocks of proper thickness approximately 4" X 6" in dimensions, spread about 5 ft. on centers along the sewer and depth to provide for proper support and cover of reinforcement.

C. Forms must remain in place until the concrete has set sufficiently to carry its own weight in addition to any external load which shall be applied at the time of removal, or shortly thereafter.

D. When the prevailing air temperature is above 50° F and for sewers 72 inches and smaller, forms must not be removed in less than 15 hours.

E. When temperatures are below 50° F or the sewers are larger than 72 inches in diameter forms shall not be removed until concrete has attained a compressive strength of 500 pounds per square inch.

F. Rangers, struts, or other bracing immediately above the sewer shall not be removed until the concrete has attained a minimum compressive strength of 1000 pounds per square inch.

G. The strength of the concrete shall be determined by cylinder tests. Cylinders for these tests shall be kept at job temperatures and under job conditions and shall be made and broken by the laboratory designated by the owner's expense.

29. REINFORCING STEEL

A. Reinforcing steel shall comply with the General Specifications for Reinforcing Steel, Item 9, with the exception that the price bid for monolithic reinforced concrete sewer shall include standard reinforcement as shown on the OWNER'S drawings.

B. Circumferential reinforcement shall be elliptical in shape with the minimum cover of concrete as shown on drawings. Splices in circumferential reinforcement shall be centered on a diameter of 45 degrees from the vertical and shall alternate on each side of the vertical diameter.

C. Bends shall be reinforced in accordance with Drawings in these Specifications when the type of bend shown thereon is constructed.

30. CONCRETE

Concrete for monolithic reinforced concrete sewers shall conform to Class "A", and shall be placed in accordance with "CONCRETE FOR SEWERS AND APPURTENANCES" and shall be proportioned in accordance with the pertinent specifications.

31. JUNCTION OF MONOLITHIC SEWERS

Unless special structures are approved, junction of monolithic sewers shall be made by fitting the form of the branch sewer to the side of larger diameter sewer. Any additional concrete or reinforcing steel in top or bottom that may be ordered by the

ENGINEER shall be paid at the unit price bid for concrete Class "A" and Reinforcing Steel.

32. STUBS

A. Stubs of monolithic sewers shall consist of short lengths constructed from a trunk or main sewer, or a short length of different size extended for future connection only.
B. Stubs shall not exceed 75 feet in length and all sewers longer than 75 feet shall be classified as sewer for its length.

33. METHOD OF MEASUREMENT

A. (Monolithic Sewers and Stubs) Longitudinal measurement shall be made along the centerline of the sewer from face of headwall or outfall structure or inside face of box sewers or special structures and shall continue through manholes to point of change in size. Where no special structures are provided at junctions, measurements shall be made from the centerline of sewers. Where bends are constructed in accordance with drawing measurement will be made to the intersection of the two long tangents if the center tangent is less than two feet. If the center tangent connecting the two long tangents is longer than ten feet, measurement will be made along the center tangent.
B. Depths shall be measured along the centerline of sewer from the surface of the ground to the flow line of the sewer at intervals not to exceed fifty (50) feet and at break in the profile of the natural ground. The method of measurement across ditches and gullies described in "METHOD OF MEASUREMENT" of "PIPE SEWERS, LEADS AND STUB" of this specification for pipe sewers shall apply also to monolithic sewers.

34. BASIS OF PAYMENT

A. All monolithic reinforced concrete sewers, laterals, and stubs measured as set out above shall be paid for at the unit price bid by the CONTRACTOR, complete in place, of the type, size, and depth constructed.
B. The unit price bid for monolithic reinforced concrete sewer shall include full compensation for furnishing all labor, equipment, and material, including all reinforcing steel, and concrete for all excavation, shaping of trench bottoms, bracing, sheeting and excavation, and flooring; for all backfilling, tamping backfill, removed or surplus excavated materials as set out and included under "EXCAVATION", of these specifications; and for all cleanup and incidentals necessary to construct the sewer complete in place.

35. PIPE SEWERS, LEADS AND STUBS

A. DESCRIPTION: The work to be performed under the specifications shall consist of the furnishing and the installation of pipe sewer main, laterals and stubs including all excavation, backfill, and disposal of surplus excavation. The type or types of pipe to be furnished and installed under the contract will conform to the type or types designated on the plans and as set out on the bid proposal sheet.

36. PIPES

A. Pipe shall be furnished in accordance with the sizes and types indicated on the plans and set on the proposal sheets and shall conform to the pertinent specifications listed below or to other specifications that may be on the plans or in the Special Provisions. Where the plans or Special Provisions do not indicate the specification under which the pipe is to be furnished, the pipe supplied shall be in conformity with the ASTM Specification listed below which provides strength requirements not less than those shown in the table herein of "Types of Pipe Required for Various Depths to Flow Line".

B. Pipe shall be supplied which has been manufactured in accordance with the latest revision published by the American Society for Testing Materials of the following specifications:

Concrete Sewer Pipe (Non-Reinforced, Standard Strength and Extra Strength) shall be ASTM Designation C-14.

Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe (usually referred to on plans and proposals as Reinforced Concrete Pipe or R. C. Pipe) shall be "Classes I, II, III, IV and V, ASTM Designation C-76, Clay Sewer Pipe, ASTM Designation C-700, Extra Strength Clay Sewer Pipe, ASTM Designation C-700.

C. Reinforced concrete pipe to be used with cold compound joints, as herein described, may have bell and spigot, or tongue and groove joints. Reinforced concrete pipe for use with rubber or neoprene gaskets, and clay pipe with joints using materials having resilient properties shall have joints designed and precision made for use with joint material supplied. Pipe to be used with hot poured compound joints shall have bell and spigot joints.

D. All reinforced and non-reinforced concrete pipe shall be subject to the requirements of "Hydrostatic Test" as described in ASTM Designation C-700. Other methods of testing that will demonstrate the required water tightness of the pipe may be approved by the ENGINEER. These tests will be made as directed by the ENGINEER by a testing laboratory employed by OWNER. On private contracts, the CONTRACTOR shall supply the OWNER with a Certificate of Compliance with the

tests from a recognized testing laboratory. The certificate shall be made available to the Inspector at the time the pipe is delivered on the job, and before the pipe is laid in the trench.

E. Types of Pipe and Pipe Bedding Required for Various Depths To Flow Line. Pipe shall be laid in trenches in accordance with these flowing specifications: (These requirements govern where the kinds of pipe bedding have been shown on the Plans or in the Special Provisions of Proposal Sheets).

FOR WASTEWATER COLLECTION (SANITARY SEWER) LINES

Polyvinyl Chloride (PVC) Pipe SDR ASTM D3034	All available sizes	Class of Bedding and Max. Depth in accordance with current recommendations
Polyvinyl Chloride Truss Pipe ASTM D2680	All available sizes	Class of Bedding and Max. Depth in accordance with current recommendations
Ductile Iron Pipe ANSI/AWWA C150/A21.5	All available sizes	Class of Bedding and Max. Depth in accordance with current recommendations

37. TRENCH INSPECTION OF PIPE

Previous to laying the pipes and specials, which have been delivered along the trenches, they shall be subjected to rigid trench inspection, and those which do not meet the requirement set forth in the specifications, will not be used.

38. PIPE BEDDING

A. The pipe shall be bedded in the trench as described herein for the class of bedding required by the plans and specifications. Unless otherwise specified, pipe 15" or less in size shall be laid with Class "B" Bedding and pipe larger than 15" shall be laid with Class "A" Bedding. In every case where trenches have been excavated below the specified depth for Class "B" Bedding, the pipe shall be laid with Class "A" Bedding, Class "A" Bedding shall be done in the following manner:

1) The bottom of the trench for the pipe barrel shall be excavated to a line parallel to the flow line of the pipe and to a depth of not less than one (1) inch below the bell when bell and spigot is used, and not less than three (3) inches below the outside surface of the pipe barrel when tongue and groove pipe is used. The cement-stabilized sand shall be spread over the entire bottom of the sewer trench to the flow line grade of the sewer after which a subgrade conforming to the outside shape of the pipe shall be prepared.

B. Cement stabilized sand shall be composed of San Jacinto sand or bank sand that is free from clay lumps and not less than one and one-half (1½) sacks of Portland cement per cubic yard of mixture, mixed in a mill type mixer. This material will be used to backfill the sewer trench up to the horizontal diameter of the pipe after it loses its moisture content or dries out. This mixture shall be rodded in the trench and the area between the horizontal diameter of the pipe and the bottom of the trench shall be free of cavities.

C. Loose earth backfill materials shall be placed to a depth of six (6) inches above the pipe before ceasing operations for the day. No backfill in excess of six (6) inches above the top of the pipe shall be placed on the same day the pipe is laid and bedded. Backfill above the pipe shall be done as set out in "SPECIAL BACKFILL" of "EXCAVATION". Where the trench bottom makes water to the extent soft unstable conditions are produced, washed shell must be substituted for cement stabilized sand under the pipe.

D. Class "B" Bedding shall be done in the following manner:

2) The bottom of the sewer trench shall be accurately shaped by hand to conform to the slope of the lowest 90 degrees, 45 degrees on each side of the centerline of the circumference of the pipe taking special care to provide uniform bearing for the entire length of the pipe and to provide depressions for bell ends of each pipe. Clay or other material, free from large lumps, shall be place over and around the pipe in layers and hand tamped up to a minimum of one (1) foot above the top of the pipe, after which the remainder of the trench may be backfilled as set out in "SPECIAL BACKFILL" of "EXCAVATION". Where Class "B" Bedding has been specified, the CONTRACTOR may, at his option, substitute Class "A" Bedding, but no extra compensation will be allowed for the substitution.

E. Where there is likelihood, because of soil conditions, that various parts of the sewer will be laid with different types of bedding, separate contract items such as "Washed Shell in Trench Bottom", "Special Section No. 5 for ____ inch Sewer" where such items shave been provided, payment for these items, when constructed will be made in addition to the price for "Sewer".

F. Attention is directed to the fact that the use of well points may be required where Special Section No. 5 is not ordered. The unit price bid for well pointing shall be full compensation for the entire will pointing operation.

39. INSTALLATION OF PIPE SEWERS

A. No pipe shall be installed in the trench until the excavation has been completed, the bottom of the trench shaped, and the trench has been approved for condition, line and grade by the ENGINEER.

B. The CONTRACTOR shall, at his own expense, furnish and place in position as directed by the ENGINEER, all necessary stakes, grade and batter boards for locating the work. The grade boards shall be of such size timber as the ENGINEER directs and be substantially supported. The batter boards shall be one (1) inch by three (3) inches, planed on all four sides to truly parallel faces. The boards and all location stakes must be protected from injury or change of location. The CONTRACTOR must also furnish, at his own expense, good sounds twilled lines for use in giving lines and grades, the necessary plummets and graduated poles made of a form approved by the ENGINEER.

C. The pipe and specials shall be so laid in the trench that after the sewer is completed, the interior surface there of shall conform accurately to the grades and alignments fixed and given to the ENGINEER.

D. All sewers must be laid in perfectly straight lines, so that a light can be seen from one manhole to the other, even for the smaller size of sewers.

E. The pipe shall be fitted together and matched so that when laid in the work they will form a sewer with a smooth and uniform invert.

40. WASHED SHELL (OR OTHER SPECIFIED MATERIAL) IN TRENCH BOTTOM

A. Where the earth in the trench bottom does not, in the opinion of the ENGINEER, provide a suitable foundation for the sewer, the CONTRACTOR shall, where ordered by the ENGINEER, place washed shell (or other specified material) in the trench bottom under, around and over the sewer. Where this work is ordered, the CONTRACTOR may be provided with a special plan, or will be given special instructions showing the depth of this material to be placed below the grade of the sewer and the height of material to be placed above the grade of the sewer.

B. Payment of the contract price for "Washed Shell (or other specified material) in Trench Bottom" shall be full compensation for all excavation of additional trench depth (which will in no case exceed twelve (12) inches below the bottom of the pipe) necessary to place the material ordered, disposing of excess excavated material, supplying and placing the material including the necessary compacting and fine grading, and all other work and delay incident to placing the material in the trench as above described. No payment will be made for washed shell substituted for cement stabilized sand in Class "A" Bedding.

C. Measurement will be based on verified basic quantities indicated for material on Bid Proposal, usually per linear foot of trench for designated sewer size.

D. When, in the opinion of the ENGINEER, soil conditions in the bottom of the trench are such that "Wet Sand Construction" is necessary, the CONTRACTOR shall, in orders from the ENGINEER, construct the sewer in accordance with the details shown on the drawing for special trench "Wet Sand Construction", which drawing is included in these specifications.

E. Payment of the contract price per lin. ft. for "Wet Sand Construction" in addition to the price for constructing the sewer, shall be full compensation for all additional

work, materials, equipment use, delays, and all other items of expense incident to construction of the "Wet Sand Construction". No payment will be made for "Washed Shell" in trench bottom, where "Wet Sand Construction" is paid for, except that any "Washed Shell" ordered in the trench bottom in excess of that shown on the drawings will be paid for as "Washed Shell" in the trench bottom.

F. Special plans for other types of construction of sewers in unstable soil will be provided as found necessary during the progress of the work. The CONTRACTOR will be paid for such work at the contract prices for the items involved.

41. JOINTS IN CONCRETE OR CLAY PIPE

Joints in both reinforced and on-reinforced concrete pipe and in clay pipe shall be made as nearly water tight as possible by any of the following methods. The CONTRACTOR shall be fully responsible for choosing methods, using workmanship and materials and such other precautions as may be necessary to secure the required water tightness. Two pipes may be joined on the bank by the hot-pour method and joints shall not be used on pipe 24" in diameter or larger, unless approved by the ENGINEER.

A. Bell and Spigot Pipe—Cold Compound Joints: Joints shall be made with a plastic joint sealing compound supplied in pre-formed strips of uniform size. The strips shall be protected by a two-piece wrapper so that one piece of the wrapper may be removed to permit installing the material on the joint while the other wrapper is left in place over the material until immediately completing the joint. The material shall contain 55% to 60% bitumen and 35% to 45% inert mineral filler. It shall not contain more that 5% of a volatile matter. Material that depends upon evaporation of a solvent for hardening to proper consistency will not be acceptable. The joint material shall have the following capabilities:

1) Impervious to water
2) Readily adhere to the pipe surface in the joint
3) Will not run or sag in the joints and will remain firmly in pace on one surface to the joint before the joint is assembled.
4) Will show no deterioration when immersed for 5 days, separately in each of the following solutions:

   5% H_2SO_4, Saturated H_2S, 5% K(OH)

5) Will not be squeezed out of the joints by internal or external hydrostatic pressure during exfiltration tests, water tamping or from ground water above the level of the sewer.

B. The joints shall be made as follows:

1) Cost the entire interior surface of the bell and exterior surface of the spigot that will be in contact with the joint compound, with a suitable primer of the type recommended by the manufacturer of the joint compound. Allow the primer to dry and harden. Remove the wrapper from one surface of a strip of joint where the cylindrical surface of the bell meets the plane surface at the base of the bell.

The primed surface shall be carefully cleaned before applying the joint material. Press the compound firmly into place, leaving the outside wrapper covering the joint compound. Wrap a strand of jute, of a size sufficient to accurately center the spigot in the bell, around the spigot of the next pipe to be laid. Sealite Yard or other material of a similar nature that has been approved by the ENGINEER may be used in lieu of jute for additional water tightness. If the joint is to be made in a wet trench, cover the end of the spigot with a narrow strip of joint compound before inserting it into the bell.

2) Remove the wrapper covering the joint compound in the bell of the last pipe and insert the spigot end of the next pipe, pushing it firmly into the joint material in the bell. Pack the jute tightly into the joint with a suitable caulking iron. Complete the joint by filling it out completely with another strip of joint compound of adequate size tightly packed into the bell by caulking or other means.

C. Bell and Spigot Pipe – Hot Poured Compound Joints: Will not be permitted.

D. Joints with Rubber Type Gaskets and Materials Having Resilient Properties: For concrete pipe (reinforced and non-reinforced) joints of this type shall conform to specifications for "Joints for Circular Concrete Sewer and Culvert Pipe, Using Flexible WaterTight Sewer and Culvert Pipe, Rubber-Type Gaskets", ASTM Designation C-433.

E. Clay pipe joints of this type shall conform to specifications for "Vitrified Clay Pipe Joints Using Materials have Resilient Properties", ASTM Designation C-425. Item 7(e) of ASTM C-425 specifications is eliminated herein and leak tests for this type of joint will be made as set out in "Specifications for Testing Sewers for Leakage."

F. Special care shall be used and sufficient force shall be applied to insure that the joints are pushed in accordance with the published instructions of the manufacturer. Such joints are not to be pointed on the outside with mortar.

G. The CONTRACTOR shall supply the ENGINEER with a statement from the manufacturer or other competent authority, certifying that the joint materials meet the requirements of the specifications. He shall also supply a statement from the manufacturer of gaskets not fabricated with the pipe, showing the type and dimensions of the pipe joint for which the gaskets are designed and the pipe shall be in conformity therewith.

H. Tongue and Groove Pipe—Cold Compound Joints: Joint compound of the same form and material as that specified herein for "Bell and Spigot—Cold Compounds Joints" shall be used in tongue and groove joints. The joints shall be made as follows:

1) Coat the entire surface of the groove and exterior surface of the tongue, including both the conical surfaces and the entire end surfaces with a suitable primer of the type recommended by the manufacturer of the joint compound. This may be done on any size pipe, either at the pipe plant or the job site, but the pipe must be clean when the primer is applied. No primer shall be applied over mud or dirt.

2) Before laying a pipe in the trench; install one strip of joint compound entirely around the spigot where the groove meets the pipe barrel, and one strip in the groove at its base where the groove meets the barrel of the pipe. Remove the wrapper from one side only of the joint material, leaving the wrapper on the outside of the material until immediately before pushing the pipe into its final position. Remove any joint material pushed out into the interior of the pipe that would tend to obstruct the flow.

I. General: Joints made with cold compound shall be pulled home by means of a suitable winch or other suitable power equipment or a come-along. The use of a bar stuck into the ground for this purpose will not be permitted on pipe larger than 10 inches. A bar may be used to push home the joints in pipe 10" and smaller, provided the joints are pushed all the way home, and this will be checked by measuring the laid length per joint so that the number of joints multiplied by the laying length per joint must equal the actual length of sewer in any given section of sewer. Pipe shall be pulled home in a straight line with all parts of the pipe on the line and grade at all times. No side movement or up and down movement of the pipe shall be permitted during or after the pulling operation. Robber gasket joints shall be pulled or pushed home by any suitable means that will provide adequate pressure to insure proper assembly of the joint.

J. Where sewers are laid along streets, having asphalt or concrete surface, for the purpose of providing service to the abutting property, the CONTRACTOR shall construct stubs across pavement lying between the sewer and the property to be service, at such locations as the ENGINEER may designate. In general, (but not necessarily) stubs will be placed for existing houses only and one stub will be used to serve two adjacent lots. Where possible, stubs shall have a minimum cover of three (3) feet below the bottoms of ditches and gutters, and shall be placed at greater depths where such depths are necessary, in the opinion of the ENGINEER, to adequately serve the abutting property. Stubs, where constructed as outlined above, will be paid for at appropriate contract prices.

K. Joints in A.B.S. Composite Pipe: Shall be made with a sleeve coupling of the same (A.B.S.) composition as the pipe and either chemically welded or sealed with "O" Ring gasket and back-up ring. Joints between A.B.S. composite pipe and other pipe shall be made by means of an adapter coupling or sleeve caulked per tees and wyes required

shall be manufacturer's standards for these items and shall not be fabricated in the field except where necessary on existing sewers.

42. METHOD OF MEASUREMENT

All pipe installed in accordance with the above specifications and accepted by the ENGINEER shall be measured by linear foot of the size and at the depth installed. The depth shall be measured from the flow line of the pipe to ground surface over the centerline of the pipe at the time of construction.

A. Depth measurements shall be made at manholes, at intervals not to exceed fifty (50) feet between manholes, and at breaks in the profile of the ground, at the time of construction.
B. The length of sewer mains and laterals will be measured between centers of manholes where in installation involves the connection of sewer into a manhole at each end of the line being measured.
C. When the installation involves a connection to an existing stub, the measurement shall be made from the end of the stub to the center of the manhole on the work being measured. Sewer stubs shall measured from the end of the stub to the center of the manhole to which the stub is connected. Single joints of pipe constructed with a manhole are considered a part of that manhole and no additional payment will be allowed for manhole stub.
D. Storm sewer leads connecting an inlet with a manhole shall be measured from the center of the manhole to the center of the nearest edge of the inlet grate or plate.
E. Where the lines of the sewer cross a ditch or fully which is less than fifty (50) feet wide between the breaks of the banks on each side and the average slope of the banks is 1½:1 or steeper, the cuts shall be computed downward from a line drawn between the tops of the two banks at their break points. Where the sewer crosses earth embankments, the OWNER shall have the option of requiring their removal prior to a trenching machine cut, on a labor and equipment rental basis, and paying trench cuts from the new ground line, if such operation would result in an overall savings to the OWNER.

43. BASIS OF PAYMENT

A. All sewer mains, laterals, stubs, and inlet leads, measured as set out above, shall be paid for at the unit price bid by the CONTRACTOR for "Sewer" or "Inlet Leads" per linear foot complete in place, of the type, size and depth constructed.
B. The unit price bid for "Sewer" or "Inlet Leads", shall include full compensation for furnishing all labor, for furnishing and installing all pipe, for furnishing all material and equipment, for hauling excavation, for shaping of the trench bottom, and for all backfilling, tamping backfill, and removal of surplus excavated material, all as set

out and included under "Excavation" of these specifications, and for all clean-up and incidentals necessary to furnish sewer pipe and inlet leads complete in place.

C. Payment of the unit price bid for "Extra Sewer Pipe", shall be full compensation for furnishing pipe, hand grading, laying and completing joints in same and hand tamping around same. Any extra excavation involved will be paid for in addition to the price for this item, such payment to be made as "Extra Excavation", or "Excavation" of this specification.

44. SPECIAL STRUCTURES FOR SEWERS

A. General: Special structures, outfalls, headwalls, and special manholes shall be constructed in accordance with at locations shown on the plans. Before starting work, the CONTRACTOR shall inform the ENGINEER as to the methods and equipment to be used and their adequacy shall be subject to the ENGINEER'S approval.

B. Excavation: Excavation for special structures shall conform to "UNCLASSIFIED STRUCTURAL EXCAVATION" of this specification.

C. Forms: Forms shall be built mortar-tight and of material sufficient in strength to prevent bulging between supports and shall be set and maintained to the lines designated until the concrete is sufficiently hardened to permit form removal. During the elapsed time between the building of the forms and placing of the concrete, the forms shall be maintained in a manner to eliminate warping and shrinking. All details of form construction shall be subject to the approval of the ENGINEER, and permission to place concrete will not be given until all of such work is completed to his satisfaction.

1) Forms shall be designed for the pressure exerted by a liquid weighing one hundred fifty (150) pounds per cubic foot. The rate of placing the concrete shall be taken into consideration in determining the depth of equivalent liquid. An additional live load of fifty (50) pounds per square foot shall be allowed on horizontal surfaces. The maximum unit stresses shall not exceed one hundred twenty-five (125) percent of the allowable stress used by the ENGINEER for the design of structures.

2) If, at any stage of the work the forms show signs of building or sagging, that portion of the concrete causing such condition shall be immediately removed, and the forms shall be reset and securely braced against further movements.

3) Lumber for forms shall be properly seasoned and of good quality. It shall be free from loose or unsound knots, knotholes, twists, shakes, decay and other imperfections, which would affect its strength or impair the finished surface of the concrete. The lumber used for facing of sheathing shall be surfaced on all sides and shall be sized to uniform thickness.

4) Nominal one (1) inch thickness lumber will be permitted for general use if backed by a sufficient number of studs and wales. Form for exposed exterior surfaces and for inside walls of pumping stations shall be lined with clean, smooth and plywood, masonite, or other clean, smooth material approved by the ENGINEER as equal to plywood or masonite.

5) Forms or form lumber to be reused shall be maintained clean and in good condition as to accuracy, shape, strength, rigidity, tightness and smoothness of surface. Any lumber which is split, warped, bulged, marred, or has defects that may produce work inferior to that resulting from using new material shall not be re-used.

6) Studs shall not be less than two (2) inches by four (4) inches nominal section and shall be spaced center to center not more than twenty (2) times the actual thickness of the facing lumber. Wherever, practicable, studs shall be capped at the top with a plate of not less than two (2) inches by six (6) inches nominal size, carefully selected as to straightness. All joints in plates shall be scabbed at least four (4) feet each way to provide continuity.

7) Wales shall be spaced at such intervals as to hold forms securely to the designated lines. All wales shall be scabbed at least four (4) feet on each side of joints to provide continuity. A row of wales shall be placed within six (6) inches of the bottom of each placement.

8) Forms for walls or columns shall not be erected on concrete footings until the concrete in the footing has cured at least two curing days.

9) Forms shall be rigidly braced to prevent movement while placing the concrete.

10) All fact form material shall be fastened to all studs and shall have true horizontal and vertical joints. Facing material on horizontal and other surfaces shall be placed with parallel and square joints.

11) Metal form ties of an approved type shall be used to hold forms in place. Such ties shall be of a type especially designed for use in connection with concrete work, and they shall have provisions to permit ease or removal of the metal as hereinafter specified. The use of wire forms ties will not be permitted except for minor or special form areas where the use of rigid type metal ties would be impracticable.

12) All metal appliances used inside of forms to hold them in correct alignment shall be removed to a depth of at least one-half (½) inch from the surface of the concrete and shall be so constructed that the metal may be removed without undue injury to the surface by chipping or spalling. Such devices, when removed shall leave a smooth opening in the concrete surface. Burning off of rods, bolts, or ties will not be permitted.

13) Metal ties shall be held in place by devices attached to wales. Each device shall be capable of developing the strength of the tie.

14) Pipe spreaders will not be permitted.

15) Metal and wooden spreaders, which are separate from the forms, shall be entirely removed as the concrete is being replaced.

16) Where wires ties are used, all wires, upon removal of the forms shall be entirely removed as the concrete is being replaced.

17) All cavities produced by the removal of metal ties shall be carefully cleaned and completely filled with retempered cement-sand mortar mixed in proportion of one to three, and the concrete shall be left smooth and even.

18) For narrow walls and other locations where access to the bottom of the forms is not readily attainable otherwise, adequate clean-out openings shall be provided.

19) At the time of placing concrete, the forms shall be clean and entirely free from all chips, dirt, sawdust and other extraneous matter.

20) The facing of all forms shall be treated with oil before concrete is placed. In hot weather, both sides of fact forms may be required to be treated with oil to prevent warping and to secure tight joints. The oil must be applied before the reinforcement is placed. The oil used for this purpose shall be a light clean oil, which will not discolor or otherwise injuriously affect the concrete surface.

21) In general, all forms shall be thoroughly wetted before the concrete is placed therein.

22) The foregoing specifications for "Forms" as regards design, mortar-tightness, filleted corners, beveled projections, bracing, alignment, removal, re-use, oiling and wetting, shall apply with equal force to metal forms.

23) The metal used for forms shall be of such thickness that the forms will remain true to shape. All bolts and rivet heads on the facing sides shall be countersunk. Clamps, pins, or other connecting devices shall be designed to hold the forms rigidly together and to allow removal without injury to the concrete. Metal forms, which do not present a smooth surface, shall not be used.

D. Finish: Where surface finish is required on plans the operation of surface finish shall be in accordance with the following provisions:

1) As soon as forms are removed, all necessary pointing shall be done. When the pointing has set sufficiently to permit it, all surface requiring surface finish shall be wet with a brush and given a first surface rubbing with a No. 16

Carborundum Stone or an abrasive of equal quality. The rubbing shall be continued sufficiently to bring the surface to a paste, to remove all form marks and projections and to produce a smooth dense surface without pits or irregularities. The use of cement to form a surface past will not be permitted. The material, which has been ground to a paste in this process, shall be carefully spread or brushed uniformly over the surface and allowed to take a reset.

2) In general, chamfered corners shall not be rubbed in the first surface rubbing.
3) During the process of conditioning the completed structure for final acceptance, the surfaces of the entire structure requiring finish shall be cleaned free from drip marks and discoloration and shall be given a final rubbing with a #30 Carborundum Stone or an abrasive of equal quality. On completion of this rubbing, the surface shall be neatly striped with a brush and the mortar on the surface shall be allowed to take a reset. The surface shall then be washed down with clean water. The entire structure shall be left with a clean, neat and uniform appearing finish and shall be uniform in color.
4) The surface of concrete slabs shall be finished by floating.

45. MEASUREMENT OF CONCRETE

The quantities of concrete of the various classifications, which constitute the completed and accepted structure, will be measured by the cubic yard in place. Only accepted work will be included, and the dimensions used will be those shown on the plans or ordered in writing by the ENGINEER. No deductions in measurement will be made for paneling less than three (3) inches in width by one (1) inch deep, for chamfers less than two (2) inches, for embedded reinforcing steel, or for embedded portions of structural steel members. Deductions will be made for embedded portions of piling.

46. BASIS OF PAYMENT, CONCRETE

A. The concrete quantities, measured as provided above will be paid for at the unit price bid per cubic yard for the various classifications of concrete shown, which prices shall be full compensation for furnishing, hauling, and mixing all concrete materials; placing, curing, and finishing all concrete, all grouting and pointing; furnishing and placing all drains, all manhole steps, except as hereinafter provided; furnishing and placing metal flashing strips, and for all forms and false-work, labor, tools, equipment, and incidentals necessary to complete the work.

B. The above provisions for payment shall not be interpreted to provide payment for concrete, in railing, pilings, concrete sewer or leads or other concrete items for which provisions is otherwise made in the contract.

47. BASIS OF PAYMENT SPECIAL STRUCTURES

A. The special structures shall be paid at the unit prices bid for "UNCLASSIFIED STRUCTURAL EXCAVATION", "CONCRETE FOR SEWERS AND APPURTENANCES", "BASIS OF PAYMENT, CONCRETE", of "SPECIAL STRUCTURES FOR SEWERS", "REINFORCING STEEL", "BRICK MASONRY", and "CAST IRON CASTINGS" (except for manhole steps) of this specification.

B. To avoid the grouping of work and material of widely differenced character into a single bid item, the proposal may show the bid items divided into items relating to individual structures, to parts of structures, or to groups of structures, as for example, "Outfall Structures"; "Junction Chamber", etc., and the unit prices bid for the various items entering the construction of the special structure shall be full compensation for completion of that structure in accordance with plans and specifications.

C. Where the proposal shows a "Lump Sum" bid item for a structure "Complete in Place", in accordance with plans and specifications, this price shall include all excavation, concrete, reinforcing steel, and all material and labor and backfill in accordance with plans and these specifications.

48. MANHOLES

A. Description: The work to be performed under this item shall consist of the construction of manholes complete in place, including the furnishing, adjusting to grade, and installation of manhole casting and cover.

B. Construction Methods: Manholes will be constructed at locations shown on the plans, and of the type and depth indicated thereon. Manholes are to be Fiberglass.

C. The inverts of the sewer lines or several sewer lines entering the manhole at or near the flow line elevation of the manhole shall be shaped and routed across the floor of the manhole using mortar to obtain the proper contour.

49. CAST IRON

A. Cast iron for manhole frame, covers, shall conform to the shape and dimensions shown on the drawings and shall be clean, and perfect, free from sand or blowholes, or other defects. Holes in cover must be free from plugs and shall be clean. Bearing surfaces of manhole frames and covers are to be machined so that even bearing may be had in any position in which manhole cover is seated in the frame. Cast iron shall conform to ASTM Specifications A-48 for Class 20 Gray Cast Iron.

B. Clear Opening of Manholes shall be thirty (30) inches minimum as required by TCEQ §217.55(k).

50. DROP ON SANITARY SEWER MANHOLE

This item consists of constructing one standard drop connection on one side only of a sanitary sewer manhole as shown on drawings in these specifications, being all work shown on the detail of a "Standard Drop Manhole" that is not included on the detail of a "Standard Sanitary Sewer Manhole", consisting of additional footing, sewer pipe vertical riser connecting quarter bend and tee.

51. BLIND DROP-ON SANITARY SEWER MANHOLE

This item is exactly the same as described under the preceding item, "Drop on Sanitary Sewer Manhole", except that the tee at the top of the drop shall be omitted. The vertical pipe riser shall terminate at the top with a plugged bell and the top of the concrete encasement shall be not less than six (6) inches below the top of the bell and not less than one foot above the top of the next lower bell.

52. PRECAST CONCRETE MANHOLE

A. Description: The work to be performed under this item shall consist of the construction of manholes complete in place, including the furnishing, adjusting to grade, and installation of manhole casting and cover.

B. Construction Methods: Manholes will be constructed at locations shown on the plans, and of the type and depth indicated thereon. Detailed drawings of the various types of manholes to be employed in the work are included in these specifications and each manhole shall be constructed in strict accordance with these detailed drawings included in these specifications.

C. Precast Concrete Bases:

1) Precast concrete manhole bases to be bedded on a minimum of 8 inches of cement-stabilized sand or crushed aggregate as used for pipe bedding. The dimensions of the bedding to be 12 inches greater than the precast manhole base in all directions. The bedding to be placed to provide a firm foundation for the manhole. CONTRACTOR to level and plumb the base section prior to setting the manhole riser sections on the precast concrete base.

2) All invert channels are to be constructed and shaped accurately so as to be smooth, uniform, and cause minimum resistance to the flow. The bench to be furnished smooth, with a slope of ½ inch per foot from the manhole walls to the edges of the invert channel. Invert channels to be formed so that with the incoming sewer flowing full, all of the flow will be continued within the invert channel, as shown on plans.

3) All invert channels to be constructed and shaped accurately so as to be smooth, uniform, and cause minimum resistance to flow. The bench to

be finished smooth with a slope of 1 inch per foot from the manhole walls to the edges of the invert. Bench to rise vertically from centerline of pipe to crown of pipe. Edges of invert channels to be rounded with 1 inch radius.

4) Sewer pipe joints shall not be cast or constructed within the wall sections of manholes.

5) Gasket and joint surfaces on recessed O-ring joints to be lubricated with a lubricant suitable for use with confined rubber O-ring concrete pipe joints. Dust, dirt, and foreign matter must be removed from the joint surfaces. Lubricant can be applied with a brush, cloth, pad, sponge or glove. A smooth, round object should be inserted under the gasket and urn around the circumference two or three times to equalize stretch in the gasket.

6) Gasket and pipe surfaces at resilient pipe to manhole connections to have a smooth clean finish. Clean and lubricate pipe end a minimum of one-half the pipe diameter in length with a lubricant suitable for use with rubber O-ring concrete pipe joints. Lubricate the entire portion on the pipe, which will slide through the resilient connector. When pipe barrel is lubricated, pipe can be installed in either direction from inside or outside of manhole. If pipe is cut, no sharp edges to be allowed. A slight bevel is preferred, as a lead and this should also be lubricated. No mortar to be placed around the connector on the outside of the structure and no mortar to be placed around the top half of the connector on the inside when completing the invert.

7) Backfill must be placed on 12" maximum lifts and compacted evenly around the manhole, one layer at a time, to 90% proctor density.

8) Materials – Precast bases shall be constructed in accordance with ASTMC-478 and equal to Moor-Tex.

D. Method of Measurement:

Measurement shall be in accordance with paragraph 55.

53. FIBERGLASS MANHOLES

Prefabricated Fiberglass Manhole may be constructed in lieu of brick and precast concrete manhole. The unit shall have all joints precast in factory and be capable of supporting AH-20 Dynamic Wheel load with a vertical deflection of less than ¼" when supporting a 24,000 lb. Static load. Cylinder Axial Compressive Strength Min. 18,000 psi and shall be equal to Owens-Corning Reinforced Polyester Manhole.

- Steps are not required for Fiberglass Manhole.

- Ring and cover shall be 30" diameter Iron Casting per plan details.
- Installation shall be in strict accordance with manufacturer's recommendation.

54. BACKFILL

The space excavated around manhole location shall be backfilled in accordance with "BACKFILLING" of "EXCAVATION" in this specification.

55. METHOD OF MEASUREMENT - MANHOLES ON PIPE SEWERS

The depth of manholes completed in accordance with these specifications shall be determined by measuring the vertical distance from the flow line of the sewer main to the top of the manhole casting. With the exception of shallow manholes as shown on drawings included in these specifications, all manholes with a depth up to and including eight (8') feet when measured as set out above, shall be designated as Standard Manholes. All manholes exceeding eight (8') feet in depth shall be designated "Extra Depth Manholes". Shallow manholes will be measured as a unit complete in accordance with drawings included in these specifications.

56. SANITARY MANHOLE DROPS

A. The depth of drop on Type 1 sanitary sewer manholes will be measured from the flow line of the horizontal portion of the Tee to the flow line of the main sewer in the manhole. On Type 2 manholes, the depth of drops will be measured from the flow line of the Tee at the top to the inside top of the monolithic sewer in the manhole. If the depth of a drop exceeds three (3') feet, the CONTRACTOR will be paid for such excess at the unit price for "Extra Depth Manhole Drop".

B. The depth of "Blind Drop-On Sanitary Sewer Manhole" shall be from the top of the pipe bell down in the same manner as described for regular drop and any depth in excess of three (3') feet, will be paid for at the unit price bid for "Extra Depth Manhole Drop".

57. BASIS OF PAYMENT

A. All manholes measured as set out above, and not exceeding the dimensions specified for standard manholes of the type constructed, will be paid for at the unit price bid for Standard Manhole of that type. That portion of manhole exceeding the dimensions of "Standard Manhole" of the type constructed will be paid for at the unit price bid per foot for "Extra Depth Manhole" of that type for each foot or fraction thereof exceeding dimensions of "Standard Manhole".

B. The unit price bid for Standard Manholes, Standard Shallow Manholes, Extra Depth Manholes, Drop-On Sanitary Manhole and Blind Drop-On Sanitary Manholes shall be full compensation for furnishing all labor; furnishing and installing all materials

including castings and cast iron manhole steps; and for all excavation, mixing and placing of concrete, brick, mortar and brickwork; pumping, hauling, excavation disposal of surplus earth; backfilling tamping; connection leads, stubs and sewer lines to the manhole, and all other incidentals necessary to complete the manhole.

58. INLETS

A. Description: The work to be performed under this specification shall consist of the construction of inlets complete in place, including the furnishing, installing, and adjusting cast iron frame and plate, and shall also include the connection of inlet leads to the inlet. Inlets constructed under this item shall be in accordance with detailed drawings in these Specifications and such special details as may be shown on the plans.

B. Construction Methods: All inlets shall be constructed to the line and grade at the locations shown on the plans and as established by the ENGINEER. All dimensions of inlets shall be in strict accordance with the drawings mentioned above. The box section of inlets may be constructed of Class "A" concrete or of brick. Brick inlets shall be plastered with one-half inch mortar on inside. The walls for brick inlets shall be aluminum of 8" thick. Regardless of materials used for the box section, the floor slab and beam for the inlet shall be Class "A" concrete. All inlet leads shall be neatly cut off at the inside face of inlet wall, pointed up with mortar. In general, forms will be required for both the outside and inside faces on inlet walls, however, if the nature of the material excavated for the inlet is such that it can be hand trimmed to a smooth vertical face, the outside forms may be omitted, when such omission is approved by the ENGINEER.

1) When the box section of the inlet has been completed, the floor of the inlet shall be shaped by filling with mortar to conform to the sections shown on the detailed drawings.
2) Cast iron inlet plate frames shall be accurately adjusted to line, grade and slope and grouted in place with mortar.
3) Cast iron for inlet frames and plates, bricks and brickwork shall conform to specifications for these items as set out under "MANHOLES" of this specification.
4) Mortar used for construction of inlets shall consist of one part Portland Cement and three parts sand meeting the specifications for fine aggregates set out in "METHOD OF MEASUREMENT" of "CONCRETE FOR SEWERS AND APPURTENANCES" of this specification.
5) Inlets shall be backfilled in accordance with "BACKFILLING" of "EXCAVATION" of this specification.

59. METHOD OF MEASUREMENT

The depth of inlets completed in accordance with these specifications shall be determined by measuring the vertical distance from the flow line of the inlet lead to the top of the curb-beam. A standard Single "B" type inlet shall have a depth of 3.60 feet (3' – 7¼") and a standard Double "B" type inlet shall have a depth of 4.05 feet (4'–0 "). Inlets exceeding the above depth shall be known as "Extra Depth Inlets" of the type involved.

60. BASIS OF PAYMENT

A. All inlets measured as set out above, and not exceeding the depth set out for Standard Inlets of the type in questions, shall be paid for at the unit price for Standard Single "B" or Standard Double "B" Inlets as the case may be. That portion of an inlet exceeding the standard depth will be paid for at the unit price per foot for extra depth inlet.

B. The unit price bid for Standard Inlets or Extra Depth Inlets shall be full compensation for furnishing all labor, tools and equipment, for furnishing and installing all materials including cast iron plate frames and plates for all excavation, mixing and placing of concrete, brick, mortar and brickwork, reinforcing steel, pumping, hauling, form work, disposal of surplus excavated material, backfilling, compacting backfill and all other incidentals necessary to complete the inlet.

61. SEWER TUNNEL CONSTRUCTION

A. Description: The work to be performed under this item shall consist of the construction of sewer in tunnel of the size and type indicated on the plans.

B. General: This method of sewer installation will only be permitted at locations indicated on the plans, or where specifically authorized in writing by the ENGINEER. It shall be the responsibility of the CONTRACTOR to satisfy himself as to the soil conditions and types of geological formation in and through which the tunnel is to be installed, prior to submitting a proposal for doing the work. Where test borings are shown on the plans, such information is merely for the guidance of the CONTRACTOR and such information is not to be construed in any manner as a guarantee by the OWNER that such conditions of subsurface strata are infallible.

C. Construction Methods: Shafts will be excavated at points indicated on the plans or where directed by the ENGINEER, to such depth and location necessary to drive tunnels to the line grade established by the ENGINEER. When a shaft or shafts have been excavated to proper elevation and shored and braced adequately, the horizontal excavation for tunnel shall be started. Bracing, shoring, sheeting, and roofing, or metal tunnel linings, if used, shall be installed immediately upon completion of excavation to proper cross section, and in no circumstances shall the

finished section of tunnel precede such installation by more than two feet. Suggested details of timber work for installation in a tunnel may be shown on the plan; however, it shall be the CONTRACTOR'S responsibility to check the same to satisfy himself as to the adequacy of the design prior to use. Any alternate plan proposed by the CONTRACTOR shall be submitted to the ENGINEER for checking.

1) Cylindrical metal linings, either tunnel liner plates fabricated in place in the tunnel or corrugated culvert pipe, jacked ahead as the tunnel excavation proceeds will, unless otherwise specified, by approved for use in lieu of timber linings. Liner places or culvert pipes shall have sufficient strength to provide safe support for all earth and other loads likely to be encountered and shall be equal in every respect to the strength of timber or other supports and linings that may be shown on the plans.
2) The inside diameter of tunnels for pipe sewers shall be ample to permit proper access to making up the joints. The inside diameter of tunnels for monolithic sewers shall be sufficient to provide for the inside diameter for the sewer plus twice the minimum thickness plus any additional diameter necessary to secure minimum wall thickness when forms cannot be placed in the exact center of the tunnel.
3) Where the length of tunnel is in excess of ten (10) feet, the CONTRACTOR shall be required to bore holes from the surface to and through the roof of tunnel for depositing concrete. These holes shall be of such numbers and spaced as directed by the ENGINEER and under no condition shall spacing of holes exceed ten (10) feet. Tremies will be used for depositing concrete as these intermediate points along the sewer tunnel. Where monolithic sewer is required, inside forms shall be carefully placed to true line and grade as established by the ENGINEER and shall be securely blocked in place to prevent floating or misalignment during the concreting operation. The consistency of concrete placed in the sewer tunnel shall be carefully controlled in insure flow to all parts of sewer barrel without pocketing or honeycombing. Concrete shall be thoroughly puddled at all points. The interior form of the barrel of the sewer shall be thoroughly vibrated to insure monolithic construction.
4) In lieu of placing concrete though holes bored from the surface the CONTRACTOR will be permitted to place grout by means of suitable pumping equipment, in tunnels containing pipe sewers. Such methods shall not be used for construction of monolithic sewers.
5) The shafts and tunnel shall be maintained in a dry condition during the excavation period, and shall continue to be dept in a dewatered state until after concrete has attained its final set. This shall be accomplished by pumping, bailing, or wellpointing at the CONTRACTOR'S own expense. Where precast

concrete pipe is placed under this specification, it shall be encased in concrete in accordance with related drawings.

6) Where the plans call for cast iron or other pipe in a bored hole the work shall be done as follows: when only one length of pipe is to be installed so that the pipe bell or other joint will not enter the bore, the inside diameter of the bored hole shall not exceed the outside diameter of the pipe by more than one (1) inch. Where pipe bells or other types of joints must enter the bore, the inside diameter of the pipe bell or other type of joint by more than one (1) inch. Leaded joints to be installed in bored holes shall be caulked with extra care with the maximum amount of lead and fully protected against any bending action.
7) On gravity lines where leakage tests are not made, the ENGINEER may require that the pipe be plugged and filled with water to reveal any leakage. The tunnel shall be checked by the ENGINEER before the cast iron pipe is placed therein. If the tunnel at any point is more than 0.15 feet above grade, or more than ¼ the inside diameter of the pipe below grade, the hole shall be rebored or otherwise modified as directed by the ENGINEER, to come within these tolerances.

D. Materials

1) Concrete for work under this specification shall be furnished in accordance with "CONCRETE" of these specifications.
2) Where pipe Sewer is specified for installation in a tunnel it shall conform to specifications as set out elsewhere herein for the type required.

62. METHOD OF MEASUREMENT

Sewer installed in a tunnel in accordance with these specifications shall be measured by the linear foot between the faces of shafts or portals at the ends of the tunnel. When cast iron pipe is used, no additional payment will be made for cast iron pipe projecting outside of ends of the tunnel, or for concrete collars joining the same to concrete pipe.

63. BASIS OF PAYMENT

Sewer in a tunnel measured as set out above and accepted by the ENGINEER shall be paid for at the unit price bid by the CONTRACTOR for "Sewer Tunnel Construction" of the size indicated on the proposal sheet, which price shall be full compensation for furnishing all tools, equipment, labor, and materials; all excavation, disposal of excess excavation; all shoring, bracing and sheeting; all pumping, bailing, and operations used in dewatering; all fine grading and trimming; placing of all forms, mixing, placing, puddling, and finishing of all concrete; furnishing, fabricating, placing of all reinforcing steel, furnishing and placing pipe for sewer where required, all backfilling and other incidentals necessary to furnish complete the sewer installation in tunnel.

64. CONCRETE FOR SEWERS AND APPURTENANCES

A. Description: These specifications shall govern for the materials used for the storing, measuring and handling of materials, for Monolithic Sewers, Outfall Structures, Sewer Appurtenances, and incidental construction.

B. Concrete: Concrete shall be in accordance with the current ASTM Specifications for each specific method for transportation to the job site (dry batch, transit mix, etc.)

1) The OWNER will provide laboratory services to provide initial batch design from one supplier.
2) Batch designs required due to material variance or change in supplier will be performed by a laboratory selected by the OWNER, however, the CONTRACTOR shall be responsible for the costs derived from laboratory work.

C. Placing Concrete: The CONTRACTOR shall give the ENGINEER sufficient advance notice before starting to place concrete in any unit of the structure to permit the inspection of forms, the reinforcing steel placement, and preparations for casting. Unless authorized by the ENGINEER, no concrete shall be placed in any unit prior to the completion of the formwork and the placement of the reinforcement. No concrete shall be placed before the completion of all adjacent pile driving or other operations, which might prove detrimental to the concrete.

1) Whenever it is necessary to continue the mixing, placing, and finishing of the concrete after the daylight hours, the site of the work shall be brilliantly lighted so that all operations are plainly visible. In general, however, concrete placing shall be so regulated as to permit finishing operations to be completed in the daylight hours.
2) The ENGINEER reserves the right to order postponement of the placing operations when, in his opinion, impending whether conditions may result in rainfall or low temperatures which will impair the quality of the finished work. In case rainfall should occur after placing operations are stared, the CONTRACTOR shall provide ample covering to protect the work. In case of drop in temperature, the provisions set forth in "PLACING CONCRETE IN COLD WEATHER" of this section of this specification shall be applied.
3) The sequence of placing concrete shall be as provided on the plans or in the specifications. The operation of depositing and compacting the concrete shall be conducted so as for form a compact, dense, impervious mass of uniform texture, which shall show smooth faces on all surfaces. The placing shall be so regulated that the pressures caused by the plastic concrete shall not exceed the loads used in the design of forms. No more than one (1) hour shall lapse between the placing of successive layers of concrete in any portion of the structure included in a continuous placement.

4) The method and manner of placing shall be such as to avoid the possibility of segregation or separation of the aggregate or the displacement of the reinforcement. Concrete will not have a free fall of more than three (3) feet except in the case of thin walls such as culvert walls. The spattering of forms or reinforcement bars shall be prevented if the concrete so spattered will dry or harden before being incorporated in the mass.
5) Each part of the forms shall be filled by depositing concrete directly as near its final position as possible. The coarse aggregate shall be worked back from the face and the concrete forced under and around the reinforcement bars without displacing them. Depositing large quantities at one point in the forms and running or working it along the forms will not be allowed.
6) After the concrete has taken initial set, the forms shall not be jarred or any strain placed on projecting reinforcement.
7) Chutes, troughs, or pipes used as aids in placing concrete shall be arranged and used so that the ingredients of the concrete will not be separated. When steep slopes are necessary, the chutes shall be equipped with baffle boards or bee made in short lengths that reverse the direction of movement. Open troughs and chutes shall extend, if necessary, down inside the forms, or the ends of such chutes shall terminate in vertical downspouts. All chutes, troughs, and pipes shall be kept clean and free from coatings of hardened concrete by a thorough flushing with water before and after each placement. Water used for flushing shall be discharged clear of the concrete in place. The use of chutes in excess of thirty-five (35) feet total length for conveying concrete will not be permitted except by specific authorization from the ENGINEER.
8) All concrete shall be well compacted and the mortar flushed to the surface of the forms by continuous working with concrete spading implements or mechanical vibrators of an approved type.
9) Vibrators of the type, which operate by attachment to forms or reinforcement, will not be permitted. The vibrators shall be applied to the concrete immediately after deposition and shall be moved throughout the mass, thoroughly working the concrete around the reinforcement, embedded fixtures, and into the corners and angles of the forms until it has been reduced to a plastic mass. The mechanical vibrator shall not be operated so that it will penetrate or disturb layers placed previously which have become partially set or hardened. The vibration shall be of sufficient duration to accomplish through compaction and complete embedding of reinforcement and fixtures, but shall not be done to an extent that will cause segregation. Vibration shall be supplemented by hand spading if necessary to insure the flushing or mortar to the surface of all forms.

65. PLACING CONCRETE IN COLD WEATHER

A. No concrete shall be placed when the atmospheric temperature is at or below 35°F., (taken in the shade away from artificial heat) unless permission to do so is given in writing by the ENGINEER. When such permission is given, or in cases where the temperature drops below 35°F after concreting operations have been started, the CONTRACTOR shall furnish sufficient canvas and framework or other type of housing to enclose the structure in such a way that the air around the forms and fresh concrete can be kept at a temperature not less than 40°F for a period of seventy two (72) hours after the concrete is placed. Sufficient heating apparatus such as stove, salamanders, or steam equipment and fuel to furnish all required heat shall be supplied. The treatment of mixing water and aggregates used in mixing concrete shall be as specified as follows:

1) All water used for mixing shall be heated to a temperature of at least 70°F but not over 150°F. Aggregates shall be heated wither by steam or dry heat to a temperature of at least 70°F but not over 150°F. The heating apparatus shall be such as to heat the mass of aggregates uniformly and preclude the occurrence of hot spots, which will burn the material.
2) Temperatures of mixed concrete shall not be less than 50°F at the time of placing in forms.
3) It is understood that the CONTRACTOR is responsible for the protection of concrete placed under any and all weather conditions. Permission given by the ENGINEER to place concrete during freezing weather will in no way relieve the CONTRACTOR of the responsibility for satisfactory results. Should concrete placed under such conditions prove unsatisfactory, it shall be removed and replaced.

66. METHOD OF MEASUREMENT

A. Unless otherwise specified, concrete furnished under this item, including all work set out herein and incidental to the furnishing, mixing, forming, placing, finishing, and concrete during, will not be paid for directly. The CONTRACTOR will include the cost of this item in the unit price for monolithic sewer, manholes, inlets or other lump sum structure.

B. Where prices are requested on the proposal sheet for "Extra Concrete" and where it is specifically authorized for use by the ENGINEER, such concrete will be measured by the cubic yard of the acceptable concrete complete in place.

C. Basis of Payment: "Extra Concrete" measured, as set out above will be paid for at the unit price bid per cubic yard for "Extra Concrete". This price shall be full compensation for furnishing all materials, hauling, mixing, forming, placing,

finishing, curing, and for the furnishing of all tools, plant and incidentals necessary to furnish complete on cubic yard of concrete complete in place.

Where the proposal calls for "Extra Concrete Without Forms" and for "Extra Form Work" payment of both of these items shall be full compensation for supplying and placing concrete in forms and for the necessary form work. Class "C" concrete is intended for use in seal slabs and the price for this item shall include the cost of excavation necessary to place the seal slab.

Timber troughs across trenches for concrete beams to be poured around pipes or ducts crossing the trench will not be considered as form work, such timber being considered as a part of the trench sheeting and bracing and no additional payment will be made for same.

67. REINFORCING STEEL

This item shall provide for the furnishing and placing of reinforcing steel of the type, size and quantity designated for use in sewers and appurtenance sewer structures as shown on the plans and in accordance with these specifications.

A. Materials: All bar reinforcement shall be open-hearth new billet steel of structural, intermediate, or hard grade.

1) New billet steel shall conform to the requirement of the Standard Specifications for Billet Steel Concrete Reinforcement Bars, ASTM Designation A-615.
2) Unless otherwise shown on the plans, all reinforcing bars shall be deformed bars conforming to the requirements of ASTM Specification A-498.
3) Wire for fabric reinforcement shall be cold-drawn from rods hot-rolled from open-hearth billets. Wire shall conform to the requirements of the Standard Specification for Cold Drawn Wire for Concrete Reinforcement, ASTM Designation A-185.
4) In cases where the provision so this item are in conflict with the provisions of the ASTM Designations, to which reference is made, the provisions of this item shall govern.
5) The nominal size and area and the theoretical weight of reinforcing steel bars covered by the specification are as follows:
(Note: Wherever bars of a given diameter or size are specified herein, or shown on the plans, bars other than round or square but providing an equivalent nominal area weight, will be considered acceptable unless specifically noted otherwise on plans.)

No.	Nominal Diameter Inches	Nominal Area Square Inch	Weight per Linear Foot
2	1/4"	0.05	0.167
3	3/8"	0.11	0.376
4	1/2"	0.20	0.668
5	5/8"	0.31	1.043
6	3/4"	0.44	1.502
7	7/8"	0.60	2.044
8	1.000"	0.79	2.670
9	1.128"	1.00	3.400
10	1.270"	1.27	4.303
11	1.410"	1.56	5.313

B. The weight of any lot (see note) of bars shall not vary more than three and one-half (3½) percent under the theoretical weight for bars three-eighths (1/8) inches and over in nominal size of diameter; not more than five (5) percent under theoretical weight for bars under three eighths (1/8) inch in nominal size or diameter. The weight of any individual bar shall not vary more than six percent under the theoretical weight for bars three-eighths inch in size or diameter. The theoretical weight of deformed bars shall be the same nominal size. Bars or lots which vary more than the above limits shall be rejected.

(Note: The term "lot" used in the above paragraph shall mean all of the bars of the same nominal weight per linear foot in a carload or in a consignment if less than a carload.)

C. Where wire is ordered by gauge number, the following relation between number and diameter, in inches shall apply unless otherwise specified:

Gauge Number	Equivalent Diameter Inches	Gauge	Equivalent Diameter Inches
0	.3065	8	.1620
1	.2830	9	.1483
2	.2625	10	.1350
3	.2437	11	.1205
4	.2253	12	.1055
5	.2070	13	.0915
6	.1920	14	.0800
7	.1770		

D. The dimensions of the wire on any diameter shall not vary more than 0.003 inches from the specified nominal diameter. The difference between the maximum diameters as measured on any given cross-section of the wire shall not be greater than 0.003 inches. Wire having a diameter, which varies more than 0.003 inches under the theoretical diameter, shall be rejected.

..... End of Section .....

Specifications For Low Pressure Sewer System

1.0 GENERAL

1.1 SUMMARY

A. General Description of Equipment: The Manufacturer shall furnish complete factory-built and tested Residential Grinder Pump Sewage System(s), each consisting of a 2 HP centrifugal grinder pump, a collection basin constructed of fiberglass reinforced polyester resin, pump control float switches, shut off valve, pump disconnect and check valve, discharge pipe assembly and alarm panel. For ease of serviceability, all grinder pumps shall be of like type, impeller and horsepower throughout the system. To ensure single source responsibility for the equipment, the Residential Grinder Pump Sewage System(s) shall be by the single vendor as supplying the pump, collection tank, level control and alarm panel.

B. Qualifications: The Manufacturer shall demonstrate experience in the design, manufacture, and assembly of complete grinder pump systems for specific use in low-pressure sewer systems. The company shall submit detailed installation and user instructions for its product, submit evidence of an established service program including complete parts and service manuals, and be responsible for maintaining a continuing inventory of the grinder pump system replacement parts. The manufacturer shall provide a reference list of five (5) of its grinder pump system installations.

1.2 SYSTEM PERFORMANCE REQUIREMENTS

Grinder Pump shall be 2 horsepower, 230 volts, single phase, 60 Hertz, and 3450 RPM. Grinder pump, with three mercury level switches and shall be capable of delivering from 15 gallons per minute (gpm) against a total dynamic head (TDH) of 12 feet. Manufacturer shall provide pump characteristics diagrammed graphically on performance curve. Performance curve shall be established by measuring total dynamic head in feet of water against discharge flow in gallons per minute and shall contain at least 5 measured points. Each pump shall be expected to perform as its curve describes.

1.3 SHOP DRAWINGS

After receipt of notice to proceed, the manufacturer shall furnish a minimum of four (4) sets of shop drawings detailing the equipment to be furnished including dimensional data and materials of construction. The Engineer will promptly review this data, and return two (2) copies as accepted shop drawings. The Manufacturer shall proceed immediately with the fabrication of the equipment.

1.4 MANUFACTURER QUALITY ASSURANCE

Qualifications: Manufacturer shall demonstrate experience in the design, manufacture, and assembly of complete grinder pump systems for specific use in low pressure sewage systems. The company shall submit detailed installation and user instructions for its product, submit evidence of an established service program including complete parts and

service manuals, and be responsible for maintaining a continuing inventory of the grinder pump system replacement parts. The manufacturer shall provide a reference list of three (3) local grinder pump systems installations.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Packing, Shipping, Handling, and Unloading: Manufacturer shall provide a complete Residential Grinder Pump Sewage System(s) on skid(s) or pallet(s) ready to install. Do not drop or impact the collection tank. If collection tank must be moved, be sure that ground traversed is smooth and free of rocks, debris, etc. When lifting the collection tank, only a pliable strap or rope should contact basin. Do not use chains or steel cables.

B. Storage and Protection: Store Residential Grinder Pump Sewage System(s) away from sun and weather exposure until installation.

1.6 WARRANTY

The Manufacturer shall furnish a one year written warranty as follows for the complete package grinder pump sewage system against any and all defects in material and factory workmanship provided product is installed, serviced, and operated under normal conditions according to Manufacturer's instruction. Defects found during the warranty period will be reported to the manufacturer by the owner. Repair or parts replacement required as a result of such defect will be made free of charge during this period upon return of defective parts or equipment to manufacturer.

2.0 PRODUCTS

2.1 MATERIALS

All components shall be constructed of corrosion resistant materials with proven history in residential sewage service. Painted steel or galvanized steel components exposed to effluent shall not be allowed.

2.2 MANUFACTURED UNIT

Vendor shall provide factory built and tested Residential Grinder Pump Sewage System(s) a fiberglass collection basin, shut-off valve, check valve and electrical alarm/disconnect panel, and all necessary internal wiring, piping, and controls.

2.3 CORE UNIT

Residential Grinder Pump Sewage System(s) shall have easily removable pump assembly. The pump assembly shall contain pump, motor, grinder, and 1 check valve. A ½" polypropylene lifting rope with knots in 12" increments with a breaking strength of 3750 Lbs. is to be provided to retrieve the pump from the collection basin for repair or replacement. Pump must be serviceable or repairable without special tools.

2.4 COMPONENTS

A. **Grinder Pump:** Grinder pump shall be a centrifugal design with mechanical seal, vertical shaft, motor driven, solids handling pump.

1) Grinder: Grinder unit shall be on suction side of pump impeller and discharge directly into impeller inlet leaving no exposed shaft to permit packing or wrapping of ground solids. Grinder shall include a stationary hardened, stainless steel, cutter ring spaced in accurate close annular alignment with the driven cutter element. The driven cutter shall carry two (2) hardened and ground type series 440 stainless steel cutters. This assembly shall operate without objectionable noise or vibration over the entire range of operating conditions. The grinder shall be designed and constructed so as to eliminate clogging and jamming under all normal operating conditions including starting. Stationary cutter shall be reversible to provide new cutting surface without replacing with new material. Cutters shall be hardened to Rockwell 55-60C.

   The grinder shall be capable of reducing all components in normal domestic sewage, including a reasonable amount of "foreign objects", such as paper, plastic, diapers, and the like, to finely-divided particles which will pass freely through the passages of the pump and the 1-1/2" diameter piping.

2) Electric Motor: Motor shall be a 2 HP, 3450 RPM, 230V, 60 Hertz, single phase, ball bearing, with Class F windings. Motor can be mounted in a sealed, dielectric oil filled, submersible housing to provide permanent lubrication and efficient cooling or air cooled with appropriate insulation. Start switch shall be of solid state design. Start and run capacitors shall be mounted inside control panel for ease of replacement. Motor design shall be adequate so that the pump is non-overloading throughout the pump performance curve. Stator windings shall be insulated with moisture resistant Class F or H insulation rated for a minimum 311°F (155°C) with heat sensor. The motor shall be designed for handling residential sewage of 104°F (40°C) and capable of up to thirty (30) evenly spaced starts per hour. Inherent protection against running overloads or locked rotor conditions for the pump motor shall be provided by the use of an automatic-reset, integral thermal and current overload protector incorporated into the motor windings. This motor protection shall have been specifically investigated and recognized by UL and certified by CSA for the application.

3) Pump Cable: The pumps shall be equipped with 35 feet of 14 AWG 4-conductor cable and shall be sealed at the motor end as it enters the motor casing by a two-part barrier to moisture intrusion. The barrier shall be the compression of the oil and chemical resistant grommet, which shall seal the outer jacket of the power cord. In the event that the outer jacket of the power cord should become damaged, then the second line of defense shall be the epoxy poured isolated conductors within the jacketed cable itself. The insulation shall be removed from the individual conductors and the epoxy shall be allowed to form a leak-proof seal against wicking of the power cable between the outer jacket and the insulation of the individual conductors. The outer jacket of the power cord shall be oil resistant and water-resistant. The power cable shall be rated for NEC type "SOW" or "SOOW".

4) Mechanical Seals: Grinder pump shall be provided with dual mechanical shaft seals to prevent leakage between the pump and motor. Seal interface shall be held in contact by stainless steel spring and hardware. Seal system shall be cooled and lubricated with dielectric oil from the motor housing. Seal system shall not rely upon the pumped media for lubrication. Seal system shall be protected from solids in pumped media by pump-out vanes on pump impeller back shroud.

5) Pump Construction: Motor housing, bearing housing and volute shall be of ASTM A-48 gray cast iron, with smooth surfaces devoid of blow holes or other irregularities. All exposed nuts or bolts shall be Type 304 stainless steel or brass construction. All metal surfaces coming into contact with the residential sewage other than stainless steel or brass, shall be protected by an electrocoat paint finish on the interior and exterior of the pump.

6) Pump/Motor Shaft: Shaft shall be constructed of solid 400 series stainless steel. Shaft length measured from lower ball bearing to end of shaft shall not exceed 2-3/4 inches to minimize deflection and prolong bearing and mechanical seal life.

7) Bearings: Pump/motor shaft shall rotate on two single row ball bearings. Motor bearings shall be permanently lubricated by complete submergence in dielectric oil. Bearings shall be designed to compensate for axial thrust and radial forces developed by pump operation at all points on the pump performance curve and a twenty (20) percent grinder duty cycle. Calculations shall be provided by the pump manufacturer upon request. Sleeve or grease packed bearings shall not be acceptable. Bearings which require lubrication according to a prescribed schedule shall not be acceptable.

8) Mechanical seals: Motor shall be protected by two mechanical seals mounted in tandem with a seal chamber between the seals. Seal chamber shall be oil filled to lubricate seal face and to transmit heat from shaft to outer shell. The rotor and stator in the motor housing shall be separated and protected from the pumped liquid by an oil filled seal housing incorporating two mechanical seals mounted in tandem. The seal housing shall be equipped with or without a moisture sensing probe installed between the seals, and the sensing of moisture in the seal chamber shall be automatic, continuous, and not require the pump to be stopped or removed from the wet well. Single seal protection will not be considered equal. Seal face shall be as a minimum carbon and ceramic and lapped to a flatness of one light band. All hardware is to 300 series stainless steel and sealing elastomers are to Buna-N Rubber.

9) Impeller: The impeller shall be design for rough duty service and shall be of a semi-open design with hydrodynamic pump out vanes on the rear shroud. The impeller may be constructed of (standard) engineered thermoplastic, or bronze. The impeller shall be of a non-overloading design.

B. Collection basin: Basin shall be made from a fiberglass reinforced polyester resin 24" diameter and 60" deep.

1) Cover is to be a green 900 lb. bearing weight molded polyethylene cover to fit a 24" fiberglass basin.

C. Piping and Valves:

1) Internal Discharge Piping: Collection tank shall be equipped with schedule 80 PVC discharge piping joined by solvent cement.

2) Integral Check Valve: Pump discharge shall be equipped with a vendor supplied, gravity operated, self-cleaning, PVC flap valve to prevent drainage back into the collection tank. Check valve shall provide a full-port passageway and an access port for visual and physical inspection without disassembling the discharge piping. All working parts shall be non-metallic to ensure corrosion resistance.

3) Isolation Valve: Discharge piping shall be equipped with a PVC single union ¼ turn ball valve rated at 235 PSI at 73°F (23°C).

4) Compression Piping Seals: All pipe penetrations shall be sealed with compression pipe grommets injection molded from DuPont Alcryn®, or equal, thermoplastic.

D. Primary Level Control: Pump level control to be a sealed mercury float switch. Pump on, off, and alarm levels shall be controlled by three (3) mercury switches that will activate a motor contactor in the control panel. Float shall be non-corrosive Polypropylene plastic for use in liquids up to 140° F (60°C). Float cables shall be 18 gauge, 2 conductors, UL/CSA SJOW neoprene, water resistant cord of sufficient length to reach the junction box with no splices.

E. Seal Failure Indicator: (If a seal failure probe is used) the control panel shall provide a means for connecting the seal failure probe for the pump. The control panel shall incorporate a seal failure warning light that provides a visual indication of moisture entry into the motor. The seal failure indication light shall not stop the pump.

F. High Level Alarm: Each pump will incorporate a high level pilot duty alarm float. The float will provide notification of main level control failure. If the primary level control should fail, the high level float, when tripped, will signal an external alarm panel.

G. Alarm/Disconnect Panel: Each grinder pump sewage system shall include a NEMA 4X, UL listed, Alarm/Disconnect Panel suitable for wall (indoor or outdoor) or pole mounting. The NEMA 4X enclosure shall be manufactured of thermoplastic or fiberglass to assure corrosion resistance. The enclosure shall include a hinged, lockable cover. The enclosure will act as the junction box for the main wiring coming in from the house and the wiring going to the collection basin.

Electrical specifications for each alarm/disconnect panel are as follows:

Input Voltage

- 230 VAC 60 Hz Single Phase (Pump)

Current

- Pump – 20 Amp Max
- Alarm - < 1 Amp

Circuit Breakers

- Pump – 20 Amp, 2 Pole
- Alarm – 10 Amp, 1 Pole
- Main feed to Alarm/Disconnect Panel – 30 Amp, 2 Pole

The Alarm/Disconnect Panel shall contain separate breakers for the pump and alarm electronics to allow the alarm to still function if the pump breaker has tripped. Power to the unit should be provided via a 30 Amp, 2 pole breaker to allow the provided 20 Amp pump breaker (located inside alarm box enclosure) to trip prior to the breaker in the house.

The Alarm/Disconnect Panel shall include the following features: HOA switch with light, HWA light and buzzer with silence switch, seal failure light (if seal failure probe is used), motor contactor with overload, pump circuit breaker. In the event the high water alarm float is triggered, a horn and light will activate. The Alarm/Disconnect Panel shall include a momentary push button linked to a relay silence circuit that will allow the user to deactivate the horn while keeping the light ON. The visual alarm remains illuminated until the water level in the basin drops below the OFF setting of the alarm float. HOA switch allows for either "Hand" (manual), "Off" or Automatic pump operation. The entire Alarm/Disconnect Panel as manufactured shall be listed by *Underwriters Laboratories, Inc.*

..... End of Section .....

Specifications for Jacking, Boring or Tunneling of Pipe

1. GENERAL

This item shall govern for furnishing and installing of pipe by the methods of jacking, boring or tunneling as shown on the plans and in accordance with this item.

2. MATERIALS

Pipe may be either steel pipe, corrugated metal pipe or reinforced concrete pipe, or other types as may be specified by the ENGINEER of shown on the plans. Steel pipe exterior shall be coated with two coats of coal-tar enamel.

3. CONSTRUCTION METHODS

1) General – If the grade of the pipe at the jacking, boring or tunneling end is below the ground surface, suitable pits or trenches shall be excavated for the purpose of conducting the jacking, boring or tunneling operations and for placing end joints of the pipe. Excavations greater than five (5) feet in depth shall be protected as specified in "Trench Safety Plan".

   Where pipe is required to be installed under railroad embankments, highways, streets, or other facilities by jacking, boring or tunneling methods, construction shall be made in such manner that will not interfere with the operation of the railroad, street, highway, or other facility, and shall not weaken or damage any embankment or structure.

   Pipe damaged in jacking, boring or tunneling operations shall be repaired in place to the satisfaction of the ENGINEER. Pipe damaged beyond repair will be removed and replaced. Repair or removal and replacement of damaged pipe will be done at the CONTRACTOR'S expense.

   The pits or trenches excavated to facilitate jacking, boring or tunneling operations shall be backfilled immediately after the installation of the pipe has been completed.

2) Jacking – Heavy-duty jack suitable for forcing the pipe through the embankment shall be provided. In operating jacks, even pressure shall be applied to all jacks used. A suitable jacking head and suitable bracing between the jacks and the jacking head shall be provided so that pressure will be applied to the pipe uniformly around the ring of the pipe. Joint cushioning material of plywood or other material may be used as approved by the ENGINEER. A suitable jacking frame or backstop shall be provided. The pipe to be jacked shall be set on guides, properly braced together, to support the section of the pipe and to direct the pipe in the proper line and grade. The whole jacking assembly shall be placed so as to line up with the direction and grade of the pipe. In general, the embankment material shall be excavated just ahead of the pipe, the material removed through the pipe, and the pipe forced through the embankment with jacks, into the space thus provided.

   The excavation for the underside of the pipe, for at least one-third of the circumference of the pipe, shall conform to the contour and grade of the pipe.

Over-excavation to provide not more than two- (2) inches of clearance may be provided for the upper half of the pipe. This clearance shall be tapered to zero at the point where the excavation conforms to the contour of the pipe. Over-excavation in excess of one (1) inch shall be pressure grouted the entire length of the installation.

Preferably, the pipe shall be jacked from the low or downstream end. The final position of the pipe shall not vary from the line and grade shown on the plans, or established by the ENGINEER.

The CONTRACTOR may use a cutting edge of steel plate around the head end of the pipe extending a short distance beyond the end of the pipe with inside angles or lugs to keep the cutting edge from slipping back onto the pipe.

When jacking of pipe has begun, the operation shall be carried on without interruption, insofar as practicable; to prevent the pipe from becoming firmly set in the embankment.

3) Boring – The boring shall proceed from a pit provided for the boring equipment and workmen. The location of the pit shall be approved by the ENGINEER. The boring shall be done mechanically either using a pilot hole or by the auger method.

When the pilot hole method is used an approximate two (2) inch pilot hole shall be bored the entire length of the crossing and shall be checked for line and grade on the opposite end of the bore from the work pit. This pilot hole shall serve as the centerline of the larger diameter hole to be bored.

When the auger method is used, a steel encasement pipe of the appropriate diameter equipped with a cutter head to mechanically perform the excavation shall be used. Augers shall be of sufficient diameter to convey the excavated material to the work pit.

Excavated material shall be disposed of by the CONTRACTOR, as approved by the ENGINEER. The use of water or other fluids in connection with the boring operation will be permitted only to the extent necessary to lubricate cuttings; jetting will not be permitted.

In unconsolidated soil formations, a gel-forming colloidal drilling fluid consisting of at least 10 percent of high grade carefully processed bentonite may be used to consolidate cuttings of the bit, seal the walls of the hole, and furnish lubrication for subsequent removal of cuttings and immediate installation of the pipe. Overcutting in excess of one (1) inch shall be remedied by pressure grouting the entire length of the installation.

4) Tunneling – Where the characteristics of the soil, the size of the proposed pipe, or the use of monolithic sewer would make the use of tunneling more satisfactory than jacking or boring; or when shown on the plans, a tunneling method may be used, with the approval of the ENGINEER.

When tunneling is permitted, the lining of the tunnel shall be of sufficient strength to support the overburden. The CONTRACTOR shall submit the proposed liner method to the ENGINEER for approval. Approval by the ENGINEER shall not relieve the CONTRACTOR of the responsibility for the adequacy of the liner method.

The space between the liner plate and the limits of excavation shall be pressure-grouted or mud-jacked.

Access hole for placing concrete shall be spaced at maximum intervals of 10 feet.

5) Joints – If corrugated metal pipe is used, joints may be made by field bolting or by connecting bands, whichever is feasible. If reinforced concrete pipe is used, the joints shall be approved by the ENGINEER. Smooth steel pipe shall be welded.

6) Carrier Pipe – Carrier Pipe placed in bore or tunnel casing shall be supported with wood (timber) spacers and skids strapped to carrier pipe. The spacer/skids shall support 60% of laying length of carrier pipe and be secured with 3 stainless steel straps for each set of skids, minimum of 3 sets of skids are required for each pipe length. Skids shall be fabricated from hardwood or southern pipe stock.

7) Measurement – This item will be measured by the linear foot between the ends of the pipe along the flow line. For casing or tunnel, bores shall be measured by the linear foot from end to end.

8) Payment – Payment will be made in accordance with the unit price bid for various items set out in the Bid Proposal, usually as "Bore and Casing" for designated size of water or sewer line, or bore for designated size of water or sewer line. The unit price bid for "Bore and Casing" or bore for specific size line, shall not include the carrying pipe, which will be paid for at the unit price bid for designated size and depth.

..... End of Section .....

Specifications for Hot-Mix Asphaltic Concrete Pavement

1. DESCRIPTION

This specification shall consist of a surface coat composed of a compacted mixture of mineral aggregate and asphaltic materials. The pavement shall be placed on an approved subgrade; base or wearing surfaces in accordance with details shown on the Plans.

2. MATERIALS

All materials, mineral aggregate, asphaltic materials, prime coat tack coat and additives shall be in accordance with Item 340 Texas Department of Transportation Standard Specification for Construction of Highways, Streets and Bridges.

3. PLACING

Materials shall be placed in accordance with Item 340, TxDOT and compacted as set out in Item 340 and as directed by the ENGINEER.

4. MEASUREMENT

Measurement shall be in units designated on Bid Proposal of specified thickness.

5. PAYMENT

Payment for completed and acceptable surface coat shall be made at the unit price bid on Bid Proposal and the unit price bid shall be full compensation for tack coat, prime coat, materials, rolling, all equipment, labor machinery, supervision required for completion of work.

..... End of Section .....

Specifications for Cement Stabilized Sand Backfill

1.0 DESCRIPTION

This item shall govern the material, basis for payment, and measurement of cement stabilized sand.

2.0 MATERIALS

Cement stabilized sand shall be composed of River sand (P.I. of 4 of less) or equal and not less than one and one-half (1½) sacks of Portland Cement per cubic yard thoroughly mixed, in a mill type mixer.

3.0 BASIS OF PAYMENT

Basis of payment shall be at the unit price bid for designated unit as it appears on bid proposal. The unit price bid of specified unit shall be full compensation for all materials, labor, machinery, or other operations required to place cement stabilized sand.

4.0 MEASUREMENT

Measurement will be made by weight ticket showing pounds of material per truckload and shall be acknowledged by the OWNER'S representative on the job.

..... End of Section .....

Specifications for Crushed Limestone Flexible Base

1. DESCRIPTION

This item shall consist of a foundation course for surface course; and shall be composed of crusher-run broken stone; and shall be constructed as herein specified in courses not over 6" thick after compaction in conformity with the typical sections shown on the plans and to lines and grades as established by the ENGINEER.

2. MATERIALS

2.1 The material shall be obtained from an approved source, shall be crushed, shall consist of durable particles of crushed stone graded from coarse to fine; shall be screened or otherwise manipulated prior to crushing to remove all soil, clay, or other objectionable material, and shall contain approved binding material produced in the crushing process.

2.2 When properly slaked and tested by current standard laboratory methods, materials shall meet the following requirements:

Retained on 1 ¾" screen	0%
Retained on ¾" screen	15-45%
Retained on ¼" screen	45-75%
Retained on 40 mesh sieve	60-85%

2.3 When tested by current standard laboratory methods, the soil binder (material passing the 40 mesh sieve) shall meet the following requirement:

The liquid limit shall not exceed	40
The Plasticity index shall not exceed	10

2.4 When tested by the Wet Ball Method for determining disintegration of Flexible Base Material, the material shall not have a wet ball mill wear exceeding 40%.

3. CONSTRUCTION METHODS

3.1 Preparation of Subgrade – The area to be surfaced shall be excavated and shaped to conform with the typical sections shown on the plans and to the lines and grades established by the ENGINEER. All unstable or otherwise objectionable material shall be removed from the subgrade and replaced with approved material. All holes, ruts, and depressions shall be filled with approved material, and if required, the subgrade shall be thoroughly wetted and reshaped and rolled to the extent directed in order to place the subgrade in an acceptable condition to receive the base material. The surface of the subgrade shall be finished to line and grade within a tolerance of ½" in cross section, and ½" in a length of 16" longitudinally. Material excavated in preparing the subgrade shall be utilized in filling adjacent areas, or otherwise disposed of as directed.

3.2 First Course – The material shall be delivered in vehicles of an approved capacity, and it shall be the responsibility of the CONTRACTOR that the required amount of

material shall be delivered and spread to provide the required compacted thickness. Material deposited on the subgrade shall be spread the same day. The material shall be sprinkled, if the moisture content is less than the optimum required for compaction, and shall then be bladed, and shaped to conform to the typical section shown on the plan. Sufficient moisture shall be added to the material to minimize segregation of the coarse or fine aggregate, and any "nests" of segregated coarse or fine material shall be corrected or removed and replaced with well graded material. If additional binder is necessary after the material is spread and shaped, it shall be furnished and applied in the amounts required to fill the voids of the coarser aggregate. Additional binder material shall be carefully and evenly incorporated with the material in place by blading, scarifying, harrowing, or other approved methods. The course shall be sprinkled as required and rolled until an uniformed compaction is secured. Irregularities, depressions or weak sport which develop shall be corrected immediately by scarifying the areas affected, adding suitable material as required, reshaping and re-compacting by sprinkling and rolling. Blading and rolling shall continue until the base is compacted to a minimum of 95% of Standard Proctor Density.

3.3 Rollers shall be pneumatic tired rollers with not less than nine (9) pneumatic tired wheels, running on axles in such a manner that the rear group of tires will not follow in the tracks of the forward group, and mounted in a rigid frame provided with a platform or body suitable for ballast loading. The pneumatic tired roller shall have an effective rolling width of approximately 60" and shall be so designed that by ballast loading, the load may be varied uniformly from 100 pounds to 325 pounds per inch of width of tire tread. The pneumatic tired roller may be either the self-propelled type, or towed type roller drawn by a pneumatic tired tractor. Rollers shall be maintained in good repair and operating condition, and shall be approved by the ENGINEER.

3.4 Succeeding Courses – Construction methods and requirements shall be the same for succeeding courses as prescribed for the first course, except that the surface of the final course shall be finish rolled with a steel wheeled roller, if required, to obtain a smooth and uniform surface.

4. MEASUREMENT

Measurement shall be made in the units designated on the bid proposal, usually by the square yard, in place, and compacted.

5. PAYMENT

Payment shall be made at the unit price bid for designated unit on Bid Proposal and the unit price bid and shall be full compensation for all materials, labor, machinery, equipment, preparation shaping, compaction, etc., necessary to meet Plans and Specifications, in accordance with and acceptable to, the ENGINEER.

..... End of Section .....

Specifications for Mobilization and Demobilization

1.0 GENERAL

1.1 MOBILIZATION

This section covers the mobilization of personnel, equipment, materials and supplies, and their transport to the job site, insurance, payment and, performance bonds. Also included is setting up the CONTRACTOR's complete construction plant, field office and other construction facilities, as required for the CONTRACTOR's operation, all in adequate time for satisfactory performance of all Work under the Contract.

1.2 DEMOBILIZATION

Demobilization shall include the removal of all construction plant, equipment and accessories, materials, supplies, appurtenances, construction debris and the like from the job site upon completion of the Work.

2.0 MEASUREMENT AND PAYMENT

2.1 MEASUREMENT

No measurement for Work of this Section will be made.

2.2 PAYMENT

Payment for Mobilization and Demobilization Work of this Section will be made at the lump sum price for Bid Item No. 1, Mobilization and Demobilization, in the Schedule of Quantities and Prices, which shall not exceed 10 percent of the Bid Subtotal. Payment for mobilization will be made with the first progress payment and will be equal to 90% of the amount bid for Bid Item No. 1. The remaining 10% will be paid with the final project payment and will be proportional to the amount of the CONTRACTOR Use Areas that have been cleaned and restored to their original condition in a total amount of 10 (Ten) % of the amount bid.

..... End of Section .....

Specifications for Man Hours and Equipment Time

1.0 DESCRIPTION

It is the intent and purpose of these specifications to govern the use of man time and equipment time where required and authorized by the ENGINEER.

1.1 MAN HOURS: The labor of one able-bodied man working for one (1) hour.

1.2 TRUCK HOURS: A truck in good and acceptable repair rated at 2 ½ tons but capable of hauling a minimum of three (3) cubic yards of material, with a competent drive and with all necessary fuel, lubricating oil and grease furnished, operating on the work for one hour.

1.3 BULLDOZER HOURS: A bulldozer in good and acceptable repair, having a minimum rated capacity of 35 HP with a competent operator and with all necessary fuel, lubricating oil and grease furnished, operating on the work for one hour.

1.4 LOADER/BACKHOE HOURS: A rubber tired Loader/Backhoe in good and acceptable repair, with a minimum size loader of 1 ¼ C.Y. and backhoe bucket of a minimum size of 24" with a competent operator and with all necessary fuel, lubricating oil and grease furnished, operating on the work for one hour.

1.5 MOTOR GRADER HOURS: A motor grader in good and acceptable repair, having a mould-board or blade twelve (12) feet in length, with a competent operator and with all necessary fuel, lubricating oil and grease furnished, operating on the work for one hour.

2.0 MEASUREMENT AND PAYMENT

2.1 MEASUREMENT: Measurement for the above personnel and equipment will be made by the hour.

2.2 PAYMENT: Payment for the above equipment and personnel will be made at the unit price bid per hour for each item which price shall be full compensation for furnishing the above described items, which includes all supervisory personnel, including foremen, all Social Security, Old Age Benefits, Insurance, Overhead, Profit, Fuel, Lubrication, and Maintenance required to efficiently operate man and equipment. Insurance requirements shall meet or exceed State and other governing agency requirements.

..... End of Section .....

Bid Proposal - Addendum No. 1

Cheek Community Sewer Improvements - Cheek Phase IV

Grinder Pump Installation

Jefferson County, Texas

TXCDBG Contract No. 713520|ACE Job No. 114-18

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
1	MOBILIZATION AND DEMOBILIZATION	L.S.	1						
2	FURNISH & INSTALL LPSS GRINDER PUMP STATION INCLUDING PUMP, FIBERGLASS TANK, CONTROLS & HOUSING INCLUDING ELECTRICAL INSTALLATION , AND 4" SEWER CONNECTION FROM HOUSE COMPLETE IN PLACE PER SUMMARY OF WORK	EA.	10						
3	FURNISH & INSTALL LPSS GRINDER PUMP STATION INCLUDING *(PUMP,FIBERGLASS TANK, CONTROLS - FURNISHED BY JEFFERSON COUNTY)* & HOUSING INCLUDING ELECTRICAL INSTALLATION , AND 4" SEWER CONNECTION FROM HOUSE COMPLETE IN PLACE PER SUMMARY OF WORK	EA.	8						
4	FURNISH HYDROMATIC CONTROL PANEL, FOR HYDROMATIC PUMP	EA.	1						
5	ABANDON EXISTING SEPTIC TANK	EA.	18						
6	1 1/4" HDPE SDR-11 SANITARY SEWER SERVICE LINE, COMPLETE IN PLACE, FROM VALVE BOX TO GRINDER UNIT	LF	4,000						
	ITEMS TO BE USED WHEN DIRECTED BY ENGINEER								
7	MANHOURS WHEN AUTHORIZED BY THE ENGINEER	HOUR	5						
8	TRUCK HOURS WHEN AUTHORIZED BY THE ENGINEER	HOUR	5						
9	BACK HOE / LOADER HOUR WHEN AUTHORIZED BY THE ENGINEER	HOUR	5						

Bid Proposal - Addendum No. 1

Cheek Community Sewer Improvements - Cheek Phase IV

Grinder Pump Installation

Jefferson County, Texas

TXCDBG Contract No. 713520 | ACE Job No. 114-18

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
10	FURNISH & INSTALL 4" PVC FOR ADDITIONAL LINES WHEN AUTHORIZED BY THE ENGINEER.	LF	500						
11	CEMENT STABILIZED SAND BACKFILL 1-1/2 SACK/C.Y. WHEN AUTHORIZED BY THE ENGINEER	TON	5						
12	EXTRA CLASS-A CONCRETE - BULK, COMPLETE IN PLACE WHEN AUTHORIZED BY THE ENGINEER	C.Y.	5						
13	EXTRA CLASS-A CONCRETE - FORMED, COMPLETE IN PLACE WHEN AUTHORIZED BY THE ENGINEER	C.Y.	5						
14	DUCTILE IRON FITTINGS	LB.	200						
						TOTAL			
	STATEMENT FOR SEPARATED CONTRACT COMPLIANCE:								
	NON-CONSUMABLE MATERIALS AND EQUIPMENT.....							$	
	SKILLED LABOR, MATERIALS, EQUIPMENT AND TOOLS.....							$	
						TOTAL		$	

The undersigned agrees to commence work within ten (10) days after the date of written notice to commence work and to substantially complete the work on which he has bid within (_____) calendar days as provided in the General Conditions of the Agreement. Enclosed herewith is a cashier's check, certified check, or bid bond in the sum of 5% of the greatest amount bid which it is agreed shall be collected and retained by the OWNER as liquidating damages in the event this proposal is accepted by the OWNER within sixty (60) days after the date advertised for the reception of bids and the undersigned fails to execute the contract and the required bond with the OWNER, under the conditions hereof, within ten (10) days after the date said proposal is accepted, otherwise said check or bond shall be returned to the undersigned upon demand.

CONTRACTOR: _____ ADDRESS: _____ Phone: _____

BY: _____ DATE: _____

General Decision Number: TX140079 01/03/2014 TX79

Superseded General Decision Number: TX20130079

State: Texas

Construction Type: Heavy

Counties: Hardin, Jefferson and Orange Counties in Texas.

HEAVY CONSTRUCTION PROJECTS (Including Water and Sewer Lines and Excluding Industrial and Processing Plants, and Refineries)

Modification Number	Publication Date
0	01/03/2014

* ELEC0479-003 12/31/2012

	Rates	Fringes
ELECTRICIAN	$ 26.00	11.42

SUTX2000-002 02/11/2000

	Rates	Fringes
Carpenters:		
Form Building/Form Setting	$ 13.15	
All Other Work	$ 13.56	
Concrete Finisher	$ 13.50	
Laborers:		
Common	$ 7.41	
Pipelayer	$ 8.29	
Painters:		
Spray and Brush	$ 12.07	
PILEDRIVERMAN	$ 13.65	
PLUMBER	$ 18.28	4.69
Power equipment operators:		
Backhoe	$ 15.55	1.89
Bulldozer	$ 15.00	
Crane	$ 13.77	
Front End Loader	$ 10.63	
Trackhoe	$ 15.60	
Truck drivers:		
Dump	$ 10.00	

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

==========

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

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

SureTec

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we T. Johnson Industries, Inc., 1443 Highway 69, Kountze, Texas 77625 as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, 9737 Great Hills Trail, Suite 320, Austin, Tx 78759, as surety, hereinafter called the "Surety," are held and firmly bound unto Jefferson County, 1149 Pearl Street, Beaumont, Texas 77701 as obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for Cheek Community Sewer Improvements Grinder Pumps - Cheek Phase IV - Grinder Pump Installation.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 18th day of November, 2014.

T. Johnson Industries, Inc.
(Principal)

BY: Terry Johnson Sr.

TITLE: President

SureTec Insurance Company

BY: Melinda Martinez

Melinda Martinez, Attorney-in-Fact

POA #: 4221022 - Baytown

SureTec Insurance Company
LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Melinda Martinez, Randy Zerinque, Don Richardson, Elsie L. Vestal

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2015 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

SURETEC INSURANCE COMPANY

By: _____
John Knox Jr., President

State of Texas ss:
County of Harris

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public
State of Texas
My Comm. Exp. 5/18/2017

_____
Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 18th day of November, 2014, A.D.

_____
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at
PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

Exclusion of Liability for
Mold, Mycotoxins, Fungi & Environmental Hazards

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

Bid Proposal - Addendum No. 1

Cheek Community Sewer Improvements - Cheek Phase IV

Grinder Pump Installation

Jefferson County, Texas

TXCDBG Contract No. 713520|ACE Job No. 114-18

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
1	MOBILIZATION AND DEMOBILIZATION	L.S.	1	Five Thousand	No	5,000	00	5,000	00
2	FURNISH & INSTALL LPSS GRINDER PUMP STATION INCLUDING PUMP, FIBERGLASS TANK, CONTROLS & HOUSING INCLUDING ELECTRICAL INSTALLATION , AND 4" SEWER CONNECTION FROM HOUSE COMPLETE IN PLACE PER SUMMARY OF WORK	EA.	10	Five Thousand Four Hundred	No	5,400	00	54,000	00
3	FURNISH & INSTALL LPSS GRINDER PUMP STATION INCLUDING ***(PUMP,FIBERGLASS TANK, CONTROLS - FURNISHED BY JEFFERSON COUNTY)*** & HOUSING INCLUDING ELECTRICAL INSTALLATION , AND 4" SEWER CONNECTION FROM HOUSE COMPLETE IN PLACE PER SUMMARY OF WORK	EA.	8	Four Thousand Seven Hundred Fifty	No	4,750	00	38,000	00
4	FURNISH HYDROMATIC CONTROL PANEL, FOR HYDROMATIC PUMP	EA.	1	Five Hundred Fifty	No	550	00	550	00
5	ABANDON EXISTING SEPTIC TANK	EA.	18	Three Hundred Fifty	No	350	00	6,300	00
6	1 1/4" HDPE SDR-11 SANITARY SEWER SERVICE LINE, COMPLETE IN PLACE, FROM VALVE BOX TO GRINDER UNIT	LF	4,000	Three	Ninty Five	3	95	15,800	00
	ITEMS TO BE USED WHEN DIRECTED BY ENGINEER								
7	MANHOURS WHEN AUTHORIZED BY THE ENGINEER	HOUR	5	Thirty		30	00	150	00
8	TRUCK HOURS WHEN AUTHORIZED BY THE ENGINEER	HOUR	5	Fifteen		15	00	75	00
9	BACK HOE / LOADER HOUR WHEN AUTHORIZED BY THE ENGINEER	HOUR	5	Forty Five		45	00	225	00

Bid Proposal - Addendum No. 1

Cheek Community Sewer Improvements - Cheek Phase IV

Grinder Pump Installation

Jefferson County, Texas

TXCDBG Contract No. 713520|ACE Job No. 114-18

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
10	FURNISH & INSTALL 4" PVC FOR ADDITIONAL LINES WHEN AUTHORIZED BY THE ENGINEER.	LF	500	Five	No	5	00	2,500	00
11	CEMENT STABILIZED SAND BACKFILL 1-1/2 SACK/C.Y. WHEN AUTHORIZED BY THE ENGINEER	TON	5	Fifty	No	50	00	250	00
12	EXTRA CLASS-A CONCRETE - BULK, COMPLETE IN PLACE WHEN AUTHORIZED BY THE ENGINEER	C.Y.	5	Ninty Two	No	92	00	460	00
13	EXTRA CLASS-A CONCRETE - FORMED, COMPLETE IN PLACE WHEN AUTHORIZED BY THE ENGINEER	C.Y.	5	One Hundred Six	No	106	00	530	00
14	DUCTILE IRON FITTINGS	LB.	200	No	Five	0	05	10	00
							TOTAL	123,850	00
	STATEMENT FOR SEPARATED CONTRACT COMPLIANCE:								
	NON-CONSUMABLE MATERIALS AND EQUIPMENT.....							$ 43,400	00
	SKILLED LABOR, MATERIALS, EQUIPMENT AND TOOLS.....							$ 80,450	00
							TOTAL	$ 123,850	00

The undersigned agrees to commence work within ten (10) days after the date of written notice to commence work and to substantially complete the work on which he has bid within (120 calendar days as provided in the General Conditions of the Agreement. Enclosed herewith is a cashier's check, certified check, or bid bond in the sum of 5% of the greatest amount bid which it is agreed shall be collected and retained by the **OWNER** as liquidating damages in the event this proposal is accepted by the **OWNER** within sixty (60) days after the date advertised for the reception of bids and the undersigned fails to execute the contract and the required bond with the **OWNER**, under the conditions hereof, within ten (10) days after the date said proposal is accepted, otherwise said check or bond shall be returned to the undersigned upon demand.

CONTRACTOR: T. Johnson Industries, Inc

ADDRESS: P.O. Box 8009 Lumberton Tx.

Phone: 409-246-2440

BY: Steve Hartt

DATE: Nov 18, 2014

ACTION CIVIL ENGINEERS, PLLC
dba d.p. Consulting Engineers
Firm Registration No. F-16376

ADDENDUM NO. 1

Addendum Issued Date: November 14, 2014

Cheek Community Sewer Improvements – Grinder Pump Installation
Cheek Phase IV
Jefferson County, Texas

TXCDBG Contract No. 713520| ACE Job No. 114-18

The following information is offered for clarification or modification to the project information you now hold.

1. BID PROPOSAL

(a) Replace **Bid Proposal** *Pages 83 to 84* with revised **Bid Proposal** *Pages 83 to 84* attached.

Clarification: Quantities for 4" PVC and "1 ¼"HDPE SDR-11 discharge line" has been added to bid item no.

2. WAGE RATE DECISION

The most recent Wage Rate *General Decision Number TX140079 01/03/2014 TX79*, attached, has been added to the bid document.

Received

Date: 11-14-2014 **Acknowledged:**

The changes listed above will be considered part of the Bid Package. Bidders are advised that each Addendum issued must be recognized by signature and a copy of all addenda must be submitted with Bid.

3727 Doctors Dr.
Port Arthur
Texas 77642

Phone *409-983-6263*
Fax *409-983-6265*
Email *dp@dpengineersinc.com*
Web site: *www. dpengineersinc.com*

General Decision Number: TX140079 01/03/2014 TX79

Superseded General Decision Number: TX20130079

State: Texas

Construction Type: Heavy

Counties: Hardin, Jefferson and Orange Counties in Texas.

HEAVY CONSTRUCTION PROJECTS (Including Water and Sewer Lines and Excluding Industrial and Processing Plants, and Refineries)

Modification Number	Publication Date
0	01/03/2014

* ELEC0479-003 12/31/2012

	Rates	Fringes
ELECTRICIAN	$ 26.00	11.42

SUTX2000-002 02/11/2000

	Rates	Fringes
Carpenters:		
Form Building/Form Setting	$ 13.15	
All Other Work	$ 13.56	
Concrete Finisher	$ 13.50	
Laborers:		
Common	$ 7.41	
Pipelayer	$ 8.29	
Painters:		
Spray and Brush	$ 12.07	
PILEDRIVERMAN	$ 13.65	
PLUMBER	$ 18.28	4.69
Power equipment operators:		
Backhoe	$ 15.55	1.89
Bulldozer	$ 15.00	
Crane	$ 13.77	
Front End Loader	$ 10.63	
Trackhoe	$ 15.60	
Truck drivers:		
Dump	$ 10.00	

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

==========

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

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

Bid Opening: November 18, 2014 – 11:00 am

IFB 14-047/JW
Term Contract for Inmate Shoes for Jefferson County

IFB 14-048/KJS
US 90 Crossover at Green Pond Gully Rd.

IFB 14-049/KJS
Cheek Community Sewer Improvements GRINDER PUMPS – Cheek Phase IV

Sign-In Sheet

Company Name/ Representative's Name	Address	Telephone/Fax/E-mail
Karen S. Stewart	Durch	409-835-8593
ALCO Sherm Samuel	PO Box 3684 Bmt	409-860-4459
Mario Watkins	1149 Pearl St	409 835 8443
Mark Kelly	3727 Doctors Dr.	409-983-6265
mikeSwire/mk	2485 N. St. Vidor	409-769-0089
APAC Artie Tucker	12987 Hwy 90 Bmt	409-866-1444
Tom Gaspard	3727-Drs. Dr.	409-433-0032
STEVE HARTT/T Johnson	P.O. Box 8009 Lumberton	409-246-2440

CONTRACT DOCUMENTS
AND
TECHNICAL SPECIFICATIONS
FOR

JEFFERSON COUNTY

CHEEK COMMUNITY SEWER IMPROVEMENTS PROJECT

GRINDER PUMP INSTALLATION – CHEEK PHASE IV

CHEEK AREA COMMUNITY
JEFFERSON COUNTY, TEXAS

"Texas Community Development Block Grant Program"
TXCDBG Contract No. 713250
ACE Job No. 114-18

JEFFERSON COUNTY TEXAS

DEPARTMENT OF AGRICULTURE • TEXAS •

STATE OF TEXAS
WILLIAM V. LARRAIN
51953
REGISTERED
PROFESSIONAL ENGINEER

12/20/14

Action Civil Engineers, PLLC.
dba d.p. Consulting Engineers
3727 Port Arthur, Tx 77642
Phone: 409-983-6263
Fax: 409-983-6265
Firm Registration No.: F-3356
Email: dp@dpengineersinc.com

JEFFERSON COUNTY
PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

October 21, 2014

LEGAL NOTICE

Advertisement for Invitation for Bids

Dear Bidders:

You are invited to submit bids in accordance with specifications packet, Invitation for Bid (IFB 14-049/KJS), Cheek Community Sewer Improvements GRINDER PUMPS Installation – Cheek Phase IV. All bids must be submitted with an original and three (3) copies to the Jefferson County Purchasing Agent, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 AM, Tuesday, November 18, 2014. Bids will be publicly opened and read at that time.

Specifications and plans are available for a non-refundable $75.00 charge at Action Civil Engineers, PLLC. 3727 Doctors Drive, Port Arthur, Texas 77642. Contact Number 409-983-6263. For questions and addendums see http://www.co.jefferson.tx.us/Purchasing/main.htm or call Karen Smith, Jefferson County Assistant Purchasing Agent at 409-835-8593.

A mandatory Pre-Bid Conference will be held on November 13, 2014 at 11:00 AM CST. The conference will be held in the Jefferson County Engineering Department Conference Room located on the fifth floor of the Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas 77701.

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.

All Bids shall be submitted to the Jefferson County Purchasing Agent in a sealed envelope marked:

BID NAME:	**Cheek Community Sewer Improvements GRINDER PUMPS– Cheek Phase IV**
BID NO:	**IFB 14-049/KJS**
DUE DATE/TIME:	**11:00 AM, November 18 , 2014**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, TX77701**

Sincerely,

Deborah L. Clark
Jefferson County
Purchasing Agent

Publish: The Beaumont Enterprise and The Port Arthur News on October 29th & November 5th, 2014.

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Notice to Bidders

IFB 14-049/KJS

SEALED BIDS, IN TRIPLICATE, SHALL BE SUBMITTED TO:

JEFFERSON COUNTY PURCHASING DEPARTMENT, FIRST FLOOR
JEFFERSON COUNTY COURTHOUSE
1149 PEARL STREET, BEAUMONT, TEXAS 77701

NO LATER THAN 11:00 AM, CENTRAL TIME, TUESDAY, NOVEMBER 18, 2014

MARK ENVELOPE:
"IFB 14-049/KJS- SEALED BID"

JEFFERSON COUNTY WILL NOT BE RESPONSIBLE
FOR UNMARKED OR IMPROPERLY MARKED ENVELOPES.

There is no expressed or implied obligation for Jefferson County to reimburse responding bidders for any expense incurred in preparing bid in response to this request and Jefferson County will not reimburse bidders for these expenses.

All bids must be received in the Purchasing Department before opening at **11:00AM CST on November 18, 2014**. Bids received after the date and time above will be considered void and unacceptable and returned to the vendor unopened. Jefferson County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Office shall be the official time of receipt.

FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

The enclosed Notice to Bidders and accompanying Specifications and Bid Forms must be completed prior to submission. Failure to complete forms/affidavits may render your bid null and void. Bids will be opened and read aloud in the Commissioners' Courtroom, Fourth Floor, 1149 Pearl Street, Beaumont, Texas.

In the event the Commissioners' Courtroom is in use at time of opening, bids will be opened in the Conference Room of the County Judge.

Hours for the Purchasing Department are 8:00 am – 5:00 pm central time, Monday - Friday.

General Terms and Conditions Of Bidding and Terms Of Contract

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

1.0 Bidding

1.1 Bid documents, including the bid, the bid bond, and the statement of bidders' qualifications, shall be sealed in an envelope and clearly labeled with the words "Bid Documents," the IFB number, name of bidder, and the date and time of bid opening.

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

Jefferson County Purchasing Department
1149 Pearl Street, First Floor
Beaumont, TX 77701

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

1.4 The bid shall be legibly printed in ink or typed.

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

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

1.7 Authorized Signatures. The bid must be executed personally by the bidder, 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 bidder shall accompany the bid to become a valid bid, and must include the complete address of the bidder.

1.8 Late Bids. Bids must be in the Purchasing Department before or at 11:00 A.M. by submission deadline. Bids received after 11:00 A. M., the submission deadline, shall be rejected as non-responsive and returned unopened.

1.9 Withdrawal of Bids Prior to Bid Opening. A bid may be withdrawn before opening 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 11:00am submission deadline. Jefferson County reserves the right to withdraw a request for bids before the specified opening date and time.

1.10 Withdrawal of Bids after Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the bidder 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.

1.11 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.

1.12 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Bidders taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. The absence of stated exceptions and/or substitutions shall indicate that the bidder 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.

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

1.14 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.

1.15 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.

1.16 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.

1.17 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.

1.18 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 accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.19 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.

1.20 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 distributed to all known recipients of bid documents. Bidders shall acknowledge receipt of all addenda with submission of bid.

1.21 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. Bids shall be accompanied by a bid guarantee of not less than five percent (5%) of the amount of the total bid which shall be a Certified Check or Cashier's Check payable without recourse to Jefferson County, or a bid bond with corporate surety authorized to conduct business in Texas.

1.22 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.

1.23 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.

1.24 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.

1.25 Proprietary Data. Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the bidder. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

1.26 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.

2.0 Inspection of Site

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

3.0 Performance

3.1 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.

3.2 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.

3.3 Delivery Location. All deliveries will be made to the address(s) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

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

3.5 Delivery Charges. 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.

3.6 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.

3.7 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.

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

3.9 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 in effect for Jefferson County or the State of Texas at the time of performance.

3.10 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.

3.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

3.12 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.

3.13 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.

3.14 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.

3.15 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.

3.16 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 request information with regard to this bid.

4.0 Notice to Proceed/Purchase Orders and Payment

4.1 Purchase Orders. A purchase order(s) or written Notice to Proceed 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.

4.2 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. Invoices should be sent directly to the Jefferson County Auditor, Patrick Swain, located at 1149 Pearl Street, Seventh Floor, Beaumont, Texas 77701.

4.3 Prompt Payment. In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receipt and acceptance by the 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.

4.4 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.

5.0 Contract

5.1 Contract Definition/Contract Agreement. 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.

5.2 Changes in the Work

5.2.1 The Owner may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Additionally, all such change orders must be approved by the CDBG staff prior to execution of same.

5.2.2 Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Owner authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.

5.2.3 If applicable unit prices are contained in the Agreement, the Owner may order the Contractor to proceed with desired unit prices specified in the Contract; provided that in

case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original the total amount by eighteen percent (18%).

5.2.4 Each change order shall include in its final form:

5.2.4.1 A detailed description of the change in the work.

5.2.4.2 The Contractor's proposal (if any) or a confirmed copy thereof.

5.2.4.3 A definite statement as to the resulting change in the contract price and/or time.

5.2.4.4 The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

5.2.4.5 The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.

5.3 Claims for Extra Cost

5.3.1 If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Owner, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

5.3.2 Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.

5.3.3 Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall be reported at once to the Owner and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Owner.

5.3.4 If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

5.4 Termination, Delays, and Liquidated Damages

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

materials, appliances, and plant as may be on the site of the work and necessary therefore.

5.4.2 Liquidated Damages for Delays. If the work is not completed within the time stipulated in the applicable bid for Lump Sum or Unit Price Contract provided, the Contractor shall pay to the Owner as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of$500.00for each calendar day of delay, until the work is completed. The Contractor and his sureties shall be liable to the Owner for the amount thereof.

5.4.3 Excusable Delays.

5.4.3.1 The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

5.4.3.2 Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;

5.4.3.3 Any acts of the Owner;

5.4.3.4 Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.

5.4.3.5 Provided, however, that the Contractor promptly notifies the Owner within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Owner shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

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

5.6 Disputes.

5.6.1 All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR STANDARDS PROVISIONS whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall, within ten (10) days of commencement of the dispute, be presented by the Contractor to the Owner for decision. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim

will be considered only for a period commencing ten (10) days prior to the receipt of the Owner.

5.6.2 The Contractor shall submit in detail his claim and his proof thereof.

5.6.3 If the Contractor does not agree with any decision of the Owner, he shall in no case allow the dispute to delay the work but shall notify the Owner promptly that he is proceeding with the work under protest.

5.7 Conflict of Interest.

5.7.1 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.

5.7.2 When conflict of interest is discovered, it shall be grounds for termination of contract.

5.8 Injuries or Damages Resulting from Negligence. Successful bidder 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 bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with related court costs, which may be obtained against Jefferson County growing out of such injury or damages.

5.9 Interest by Public Officials. No public official shall have interest in this contract except, in accordance with Texas Local Government Code.

5.10 Warranty. The successful bidder 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.

5.11 Uniform Commercial Code. The successful bidder and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code, subject to and enforceable according to the laws of the State of Texas.

5.12 5.12 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.

5.13 5.13 Sale, Assignment, or Transfer of Contract. The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

5.14 5.14 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.

6.0 Execution of Agreement/Performance and Payment Bonds

6.1 Performance and Payment Bonds requires all prime contractors which enter into a formal contract in excess of $25,000 with the State, any department, board, agency, municipality, county, school district, or any division or subdivision thereof, to obtain a Payment Bond in the amount of the contract before commencing with work and a performance bond for public works contracts in excess of $100,000.

6.2 The failure of the successful bidder to execute the agreement and supply the required bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as Jefferson County may grant, shall constitute a default and Jefferson County

may, at its option, either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either case, Jefferson County may charge against the bidder the difference between the amount of the bid and the amount for which a contract is subsequently executed, irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against Jefferson County for a refund.

7.0 Statement of Bidder's Qualifications

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

8.0 Interpretation of Addenda

8.1 No oral interpretations will be made to any bidder. Each request for an interpretation shall be made in writing to Jefferson County or engineer no less than seven (7) days prior to the bid opening. Each interpretation will be in the form of an Addendum to the contract documents and will be distributed to all parties holding contract documents no less than five (5) days prior to the bid opening. It is, however, the bidder's responsibility to make inquiry as to any addenda issued. All such addenda shall become part of the contract documents and all bidders shall be bound by such addenda, whether or not received by the bidders.

9.0 Minority-Women Business Enterprise Participation

9.1 It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses 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.

10.0 10. Non Discrimination

10.1 The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

11.0 Equal Employment Opportunity

11.1 Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, creed, sex, gender, or national origin.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

Bid REQUIREMENT

1.1 Each bidder should submit as a bid this entire IFB, completed where necessary, for example, the IFB cover sheet, the Price Sheets, etc. Use an opaque envelope, **clearly indicating on the outside the Bid Number, Bid Name,** and marked **"SEALED BID".** Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

Multiple VENDOR AWARD

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

Delivery

3.1 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.

Payment

4.1 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.

4.2 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).

Payments TO Contractor

5.1 Partial Payments

5.1.1 The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Jefferson County Auditor, Patrick Swain, for his approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) ten percent (10%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Jefferson County Engineer.

5.1.2 Monthly or partial payments made by the Owner to the Contractor are moneys advanced for the purpose of assisting the contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Owner. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Owner in all details.

5.2 Final Payment

5.2.1 After final inspection and acceptance by the Owner of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments.

5.2.2 The Owner before paying the final estimate, shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Owner deems it necessary in order to protect its interest. The Owner may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

5.2.3 Any amount due the Owner under Liquidated Damages, shall be deducted from the final payment due the contractor.

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

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

Usage Reports

6.1 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.

Insurance

7.1 The contractor shall, at all times during the term of this contract, maintain insurance coverage 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.

7.2 All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.

7.3 Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as ADDITIONAL INSURED.

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

MINIMUM INSURANCE REQUIREMENTS

Public Liability	$300,000.00
Property Damage	$300,000.00
Bodily Injury	$300,000.00
Excess Liability	$1,000,000.00
Workers' Compensation	Statutory Coverage (see attached)

Workers' COMPENSATION INSURANCE

8.1 Definitions:

8.1.1 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, TWCC-81, TWCC-82, TWCC-83, or TWCC-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.

8.1.2 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.

8.1.3 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.

8.2 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.

8.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

8.4 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.

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

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8.5.1 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

8.5.2 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.

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

8.7 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.

8.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, 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.

8.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

8.9.1 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.

8.9.2 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.

8.9.3 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.

8.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

8.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

8.9.4.2 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.

8.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

8.9.6 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

8.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs I.1. – I.7., with the certificates of coverage to be provided to the person for whom they are providing services.

8.10 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.

8.11 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.

COUNTY OF JEFFERSON

Standard Form of Agreement for Owner-Contractor Projects

State of TEXAS }
County of JEFFERSON }

THIS AGREEMENT, made and entered into this _____ day of _____, A.D. 2014, by and between Jefferson County of the COUNTY of JEFFERSON in the STATE OF TEXAS, thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and _____ of the City of _____ County of_____ in the State of _____, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and inconsideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER) and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of sewer facilities described as follow:

Install ten (10) new Simplex Grinder Pump Units, and Install eight (8) Simplex Grinder Pump Units provided by Jefferson County Precinct 4 (See scope of work for all other associated furnishing and installing materials.)

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the Notice to Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore, as prepared by Action Civil Engineers, PLLC., herein entitled the ENGINEER, each of which has been identified by the CONTRACTOR and the ENGINEER, together with the CONTRACTOR'S written proposal, the General Conditions of the Agreement, the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within ten (10) calendar days after the date written notice to do so shall have been given to him, and to substantially complete within _____ consecutive calendar days after issuance of the "Notice to Proceed" and to be at Final Completion within _____ consecutive calendar days after the issuance of the "Notice to Proceed", subject to such extensions of time as are provided by the General and Special Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

Jefferson County	_____
Party of the First Part (OWNER)	Party of the Second Part (CONTRACTOR)
By: _____	By: _____
ATTEST: _____	ATTEST: _____

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General Contract Conditions for Construction

1.0 Contract AND CONTRACT DOCUMENTS

1.1 The project to be constructed pursuant to this contract will be financed with assistance from the CDBG and is subject to all applicable Federal and State laws and regulations.

1.2 The Plans, Specifications and Addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions shall form part of this contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth.

2.0 Definitions

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

2.1.1 The term "Contract" means the Contract executed between the Jefferson County, hereinafter called the Owner and_____, hereinafter called Contractor, of which these GENERAL CONDITIONS, form a part.

2.1.2 The term "Project Area" means the area within which are the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.

2.1.3 The term "Engineer" means Action Civil Engineers, PLLC., Engineer in charge, serving the Owner with architectural or engineering services, his successor, or any other person or persons, employed by the Owner for the purpose of directing or having in charge the work embraced in this Contract.

2.1.4 The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings).

3.0 SUPERVISION BY CONTRACTOR

3.1 Except where the Contractor is an individual and gives his personal supervision to the work, the Contractor shall provide a competent superintendent, satisfactory to the Local Public Agency and the Engineer, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.

3.2 The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

4.0 SUBCONTRACTS

4.1 The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has verified the subcontractor as eligible to participate in federally funded contracts.

4.2 No proposed subcontractor shall be disapproved by the city/county except for cause.

4.3 The Contractor shall be as fully responsible to the city/county for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.

4.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work and required compliance by each subcontractor with the applicable provisions of the Contract.

4.5 Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Owner.

5.0 FITTING AND COORDINATION OF WORK

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

6.0 PAYMENTS TO CONTRACTOR

6.1 Partial Payments

6.1.1 The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for his approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) ten percent (10%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Engineer.

6.1.2 Monthly or partial payments made by the Owner to the Contractor are moneys advanced for the purpose of assisting the contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Owner. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Owner in all details.

6.2 Final Payment

6.2.1 After final inspection and acceptance by the Owner of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments.

6.2.2 The Owner before paying the final estimate, shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Owner deems it necessary in order to protect its interest. The Owner may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

6.2.3 Any amount due the Owner under Liquidated Damages, shall be deducted from the final payment due the contractor.

6.3 Payments Subject to Submission of Certificates

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

6.4 Withholding Payments

6.4.1 The Owner may withhold from any payment due the Contractor whatever is deemed necessary to protect the Owner, and if so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or

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

7.0 CHANGES IN THE WORK

7.1 The Owner may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Additionally, all such change orders must be approved by the CDBG staff prior to execution of same.

7.2 Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Owner authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.

7.3 If applicable unit prices are contained in the Agreement, the Owner may order the Contractor to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original the total amount by eighteen percent (18%).

7.4 Each change order shall include in its final form:

- 7.4.1 A detailed description of the change in the work.
- 7.4.2 The Contractor's proposal (if any) or a confirmed copy thereof.
- 7.4.3 A definite statement as to the resulting change in the contract price and/or time.
- 7.4.4 The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.
- 7.4.5 The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.

8.0 CLAIMS FOR EXTRA COST

8.1 If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Owner, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

8.2 Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.

8.3 Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall be reported at once to the Owner and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Owner.

8.4 If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

9.0 TERMINATION, DELAYS, AND LIQUIDATED DAMAGES

9.1 Right of the Owner to Terminate Contract.

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

9.3 Liquidated Damages for Delays.

9.3.1 If the work is not completed within the time stipulated in the applicable bid for Lump Sum or Unit Price Contract provided, the Contractor shall pay to the Owner as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of $500.00for each calendar day of delay, until the work is completed. The Contractor and his sureties shall be liable to the Owner for the amount thereof.

9.4 Excusable Delays.

9.4.1 The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

9.4.2 Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;

9.4.3 Any acts of the Owner;

9.4.4 Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.

9.4.5 Provided, however, that the Contractor promptly notifies the Owner within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Owner shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

10.0 ASSIGNMENT OR NOVATION

10.1 The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the

written consent of the Owner; provided, however, that assignments to banks or other financial institutions may be made without the consent of the Owner. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

11.0 DISPUTES

11.2 All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR STANDARDS PROVISIONS whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall, within ten (10) days of commencement of the dispute, be presented by the Contractor to the Owner for decision. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt of the Owner.

11.3 The Contractor shall submit in detail his claim and his proof thereof.

11.4 If the Contractor does not agree with any decision of the Owner, he shall in no case allow the dispute to delay the work but shall notify the Owner promptly that he is proceeding with the work under protest.

12.0 TECHNICAL SPECIFICATIONS AND DRAWINGS

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

13.0 SHOP DRAWINGS

13.1 All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in six (6) copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the contract time shall be granted by reason of his failure in this respect.

13.2 Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time, otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.

13.3 If a shop drawing is in accordance with the contract or involves only a minor adjustment in the interest of the Owner not involving a change in contract price or time; the engineer may approve the drawing. The approval shall not relieve the Contractor from his responsibility for adherence to the contract or for any error in the drawing.

14.0 REQUESTS FOR SUPPLEMENTARY INFORMATION

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

15.0 MATERIALS AND WORKMANSHIP

15.1 Unless otherwise specifically provided for in the technical specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the technical specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.

15.2 The Contractor shall furnish to the Owner for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval full information concerning all other materials or articles which he proposes to incorporate.

15.3 Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

15.4 Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the technical specifications shall have full force and effect as though printed therein.

15.5 The Owner may require the Contractor to dismiss from the work such employee or employees as the Owner or the Engineer may deem incompetent, or careless, or insubordinate.

16.0 SAMPLES, CERTIFICATES AND TESTS

16.1 The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.

16.2 Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in making a prompt decision regarding the acceptability of the sample. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

16.3 Approval of any materials shall be general only and shall not constitute a waiver of the Owner's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

16.4 Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

16.4.1 The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;

16.4.2 The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;

16.4.3 The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;

16.4.4 The Owner will pay all other expenses.

17.0 PERMITS AND CODES

17.1 The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the drawings and technical specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Owner. Where the requirements of the drawings and technical specifications fail to comply with such applicable ordinances or codes, the Owner will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

17.2 Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the drawings and technical specifications), the Contractor shall remove such work without cost to the Owner.

17.3 The Contractor shall at his own expense, secure and pay for all permits for street pavement, sidewalks, shed, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.

17.4 The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements contained in this Contract.

17.5 The Contractor will be required to make arrangements for and pay the water, electrical power, or any other utilities required during construction.

17.6 During construction of this project, the Contractor shall use every means possible to control the amount of dust created by construction. Prior to the close of a day's work, the Contractor, if directed by the Owner, shall moisten the bank and surrounding area to prevent a dusty condition.

18.0 CARE OF WORK

18.1 The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

18.2 The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.

18.3 In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Owner.

18.4 The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.

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

19.0 ACCIDENT PREVENTION

19.1 No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.

19.2 The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.

19.3 The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Owner with reports concerning these matters.

19.4 The Contractor shall indemnify and save harmless the Owner from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

19.5 The Contractor shall provide trench safety for all excavations more than five feet deep prior to excavation. All OSHA Standards for trench safety must be adhered to by the Contractor.

19.6 The contractor shall at all times conduct his work in such a manner as to insure the least possible inconvenience to vehicular and pedestrian traffic. At the close of the work each day, all streets where possible in the opinion of the Owner, shall be opened to the public in order that persons living in the area may have access to their homes or businesses by the use of the streets. Barricades, warning signs, and necessary lighting shall be provided to the satisfaction of the Owner at the expense of the Contractor.

20.0 SANITARY FACILITIES

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

21.0 USE OF PREMISES

21.1 The Contractor shall confine his equipment, storage of materials, and construction operations to the contract limits as shown on the drawings and as prescribed by ordinances or permits, or as may be desired by the Owner, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.

21.2 The Contractor shall comply with all reasonable instructions of the Owner and all existing state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

22.0 REMOVAL OF DEBRIS, CLEANING, ETC.

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

23.0 INSPECTION

23.1 All materials and workmanship shall be subject to inspection, examination, or test by the Owner and Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The Owner shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Owner may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any Monies which may be due the Contractor, without prejudice to any other rights or remedies of the Owner.

23.2 The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the Owner will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the technical specifications.

23.3 The Contractor shall notify the Owner sufficiently in advance of back filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Owner, the Contractor shall uncover for inspection and recover such facilities at his own expense, when so requested by the Owner.

23.4 Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the

requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

23.5 Inspection of materials and appurtenances to be incorporated in the improvements included in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the technical specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.

23.6 Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Owner or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

24.0 REVIEW BY OWNER

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

25.0 FINAL INSPECTION

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

26.0 DEDUCTION FOR UNCORRECTED WORK

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

27.0 INSURANCE

27.1 The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner.

27.1.1 Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance as required by the State of Texas for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance.

27.1.2 Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of this

contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the following amounts: _____

27.1.3 Proof of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the Owner."

28.0 WARRANTY OF TITLE

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

29.0 WARRANTY OF WORKMANSHIP AND MATERIALS

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

30.0 COMPLIANCE WITH AIR AND WATER ACTS

30.1 In compliance with the Clean Air Act, as amended, 41 U.S.C. Sec. 7401 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, the Contractor agrees that:

30.1.1 Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.

30.1.2 He will comply with all requirements of Section 114 of the Clean Air Act, as amended.

30.1.3 Materials utilized in the project shall be free of any hazardous materials, except as may be specifically provided for in the specifications.

30.2 If the Contractor encounters existing material on sites owned or controlled by the Owner or in material sources that are suspected by visual observation or smell to contain hazardous materials, the Contractor shall immediately notify the Engineer and the Owner. The Owner will be responsible for testing for and removal or disposition of hazardous materials on sites owned or controlled by the Owner. The Owner may suspend the work, wholly or in part during the testing, removal or disposition of hazardous materials on sites owned or controlled by the Owner.

31.0 EQUAL EMPLOYMENT OPPORTUNITY

31.1 The Contractor will not discriminate against any employee or the applicant for employment because of race, color, religion, sex, gender, 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, gender, or national origin. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner.

31.2 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, or national origin.

31.3 The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

31.4 The Contractor shall take affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions.

31.5 Contractors are encouraged to participate in voluntary associations which assist in fulfilling their affirmative action obligations.

31.6 The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority.

31.7 The Contractor shall not use the affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

31.8 The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts.

31.9 Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

32.0 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES

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

33.0 SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

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

34.0 THE PROVISION OF LOCAL TRAINING, EMPLOYMENT, AND BUSINESS OPPORTUNITIES

34.1 To the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

34.2 The Contractor will include this clause in every subcontract for work in connection with the project.

35.0 NON SEGREGATED FACILITIES

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

36.0 JOB OFFICES

36.1 The Contractor and his subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The Owner shall be consulted with regard to locations.

36.2 Upon completion of the improvements, or as directed by the Owner, the Contractors shall remove all such temporary structures and facilities from the site, and leave the site of the work in the condition required by the Contract.

37.0 PARTIAL USE OF SITE IMPROVEMENTS

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

37.1.1 The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.

37.1.2 The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.

37.1.3 The period of guarantee stipulated in the Section 29 hereof shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

38.0 CONTRACT DOCUMENTS AND DRAWINGS

38.1 The Local Public Agency will furnish the Contractor without charge two (2) copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost.

39.0 CONTRACT PERIOD

39.1 The work to be performed under this contract shall commence within the time stipulated by the Owner in the Notice to Proceed, and shall be fully completed within _180_calendar days thereafter.

40.0 LIQUIDATED DAMAGES

40.1 Since the actual damages for any delay in completion of the work under this contract are impossible to determine, the Contractor and his Sureties shall be liable for and shall pay to the Owner the sum of Five Hundred Dollars ($ 500.00) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated time for completion.

Federal Labor Standards Provisions

U.S. Department of Housing
And Urban Development

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account(except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof)due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made apart hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4).Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fid fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate),HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs(1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any

subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional FormWH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraphA.3.(ii)(**b**).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor

Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified byte Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates(expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16,trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved byte Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CAR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 Carports 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as contractor and a subcontractor as provided in 29 CFR5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD orbits designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in anyway the action of such Administration..... makes, utters or publishes any statement knowing the same to be false.....shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(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 the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee 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 byte contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, 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 subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph 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 subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Bidder Contact Information

IFB 14-049/KJS

T. Johnson Industries, Inc. Point of contact for this offer:
Company Name

P.O. Box 8009
Address

Terry Johnson, Sr.
Name (Printed)

Lumberton, Texas 77657
City State Zip

409-246-2440 409-246-3229
Phone Fax

Signature of Point of Contact

tjohnsonincagt.rr.com
E-mail

President
Title

Bid bond return address:

P.O. Box 8009

Lumberton, Texas

77657







Prime Contractor's Local Opportunity Plan

T. Johnson Ind. Inc. agrees to implement the following specific affirmative
Name of Company

action steps directed at increasing the utilization of lower income residents and businesses within the COUNTY of JEFFERSON.

A. To ascertain from the Locality's program official the exact boundaries of the project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

B. To attempt to recruit from within the city the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.

C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

D. To insert this plan in all bid documents and to require all bidders on subcontracts to submit an affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.

E. To insure that subcontracts (greater than $10,000), which are typically let on a negotiated rather than a bid basis in areas other than the covered project area, are also let on a negotiated basis, whenever feasible, in a covered project area.

F. To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort.

G. To insure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.

H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this plan.

J. To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to objectives.

K. To maintain records of all projected work force needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets these Local Opportunity objectives.

L. For employment, 30 percent of all "new" hires, at all levels, in conjunction with the TDRA project must be Section 3 residents. As stated previously, the extension of employment opportunities to Section 3 residents does not preclude the necessity for meeting the qualifications of the job.

M. For contracting, at least 10 percent of the total dollar amount for all Section 3 covered contracts for building trades work arising from house rehabilitation and other public construction awarded through this grant and at least 3 percent of the total dollar amount of all Section 3 covered contracts must be targeted to Section 3 business concerns.

For L. and M. above, if these numerical goals cannot be reached, the contractor will have the burden of demonstrating why it was not feasible to meet the goals. This will include documentation of all efforts to comply and any impediments encountered despite efforts undertaken.

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As officers and representatives of T. Johnson Industries, Inc., we the undersigned have

Name of Construction Company

read and fully agree to this Plan, and become a party to the full implementation of the program and its provisions.

We appoint Lisa Wright as our EEO Officer.

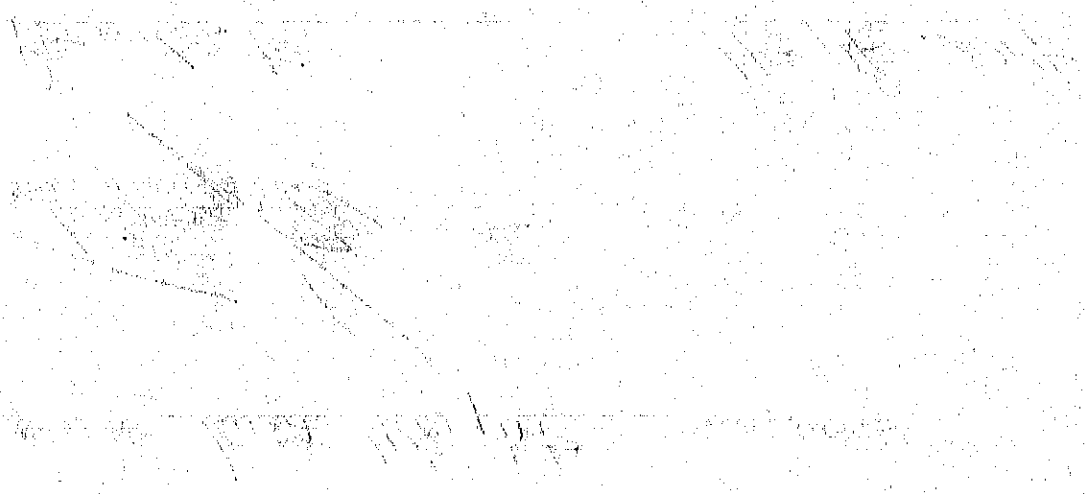
Signature of Appointing Officer

President

Title

11-14-2014

Date

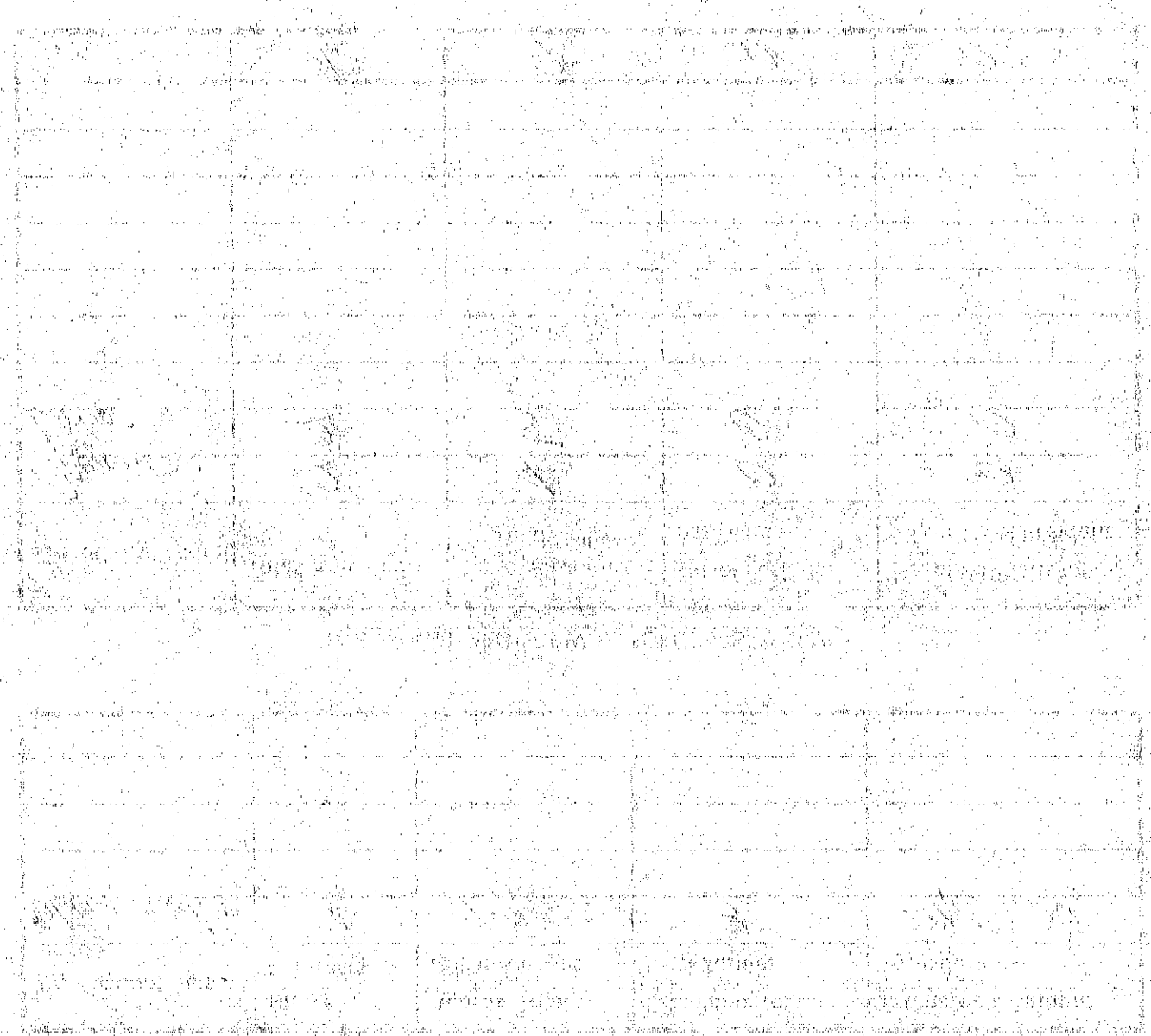


Proposed Contracts Breakdown

Type of Contracts	No. of Contracts	Approx. Total Dollar Amount	Estimated No. to local Business	Estimated $ Amount Local Business
Material Vendor	3	47,000.00	3	47,000.00

ESTIMATED PROJECT WORKFORCE BREAKDOWN

Work Classification	Total Estimated Positions	No. of Positions Currently Filled	No. of Positions not Filled	No. of Positions to fill with L/M Residents
Operator	2	4	0	0
Laborer	2	5	0	0
Totals	4	9	0	0



Statement of Bidder's Qualifications

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

Name of Bidder: T. Johnson Inc., Inc. Date Organized: Sept. 1981

Address: P.O. Box 8009, Lumberton TX. 77657 Date Incorporated: Sept. 1991

Number of Years in contracting business under present name: 33

CONTRACTS ON HAND:

Contract	Amount $	Completion Date
Lumberton M.U.D.	$1,800,000.00	Nov. 2015
Jefferson Cnty. Check Force Main	$139,500.00	April 2015

Type of work performed by your company: Water & Wastewater Construction

Have you ever failed to complete any work awarded to you? NO

Have you ever defaulted on a contract? NO

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

Project	Amount $	Mo/Yr Completed
Check Force Main & Grinders	$239,000.	FEB. 2014
Hamshire Water Line	1,600,000.00	FEB. 2013
Orange Cnty WCID #1 Well #7	1,900,000.00	Sept. 2014

Major equipment available for **this** contract: Whatever Necessary

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

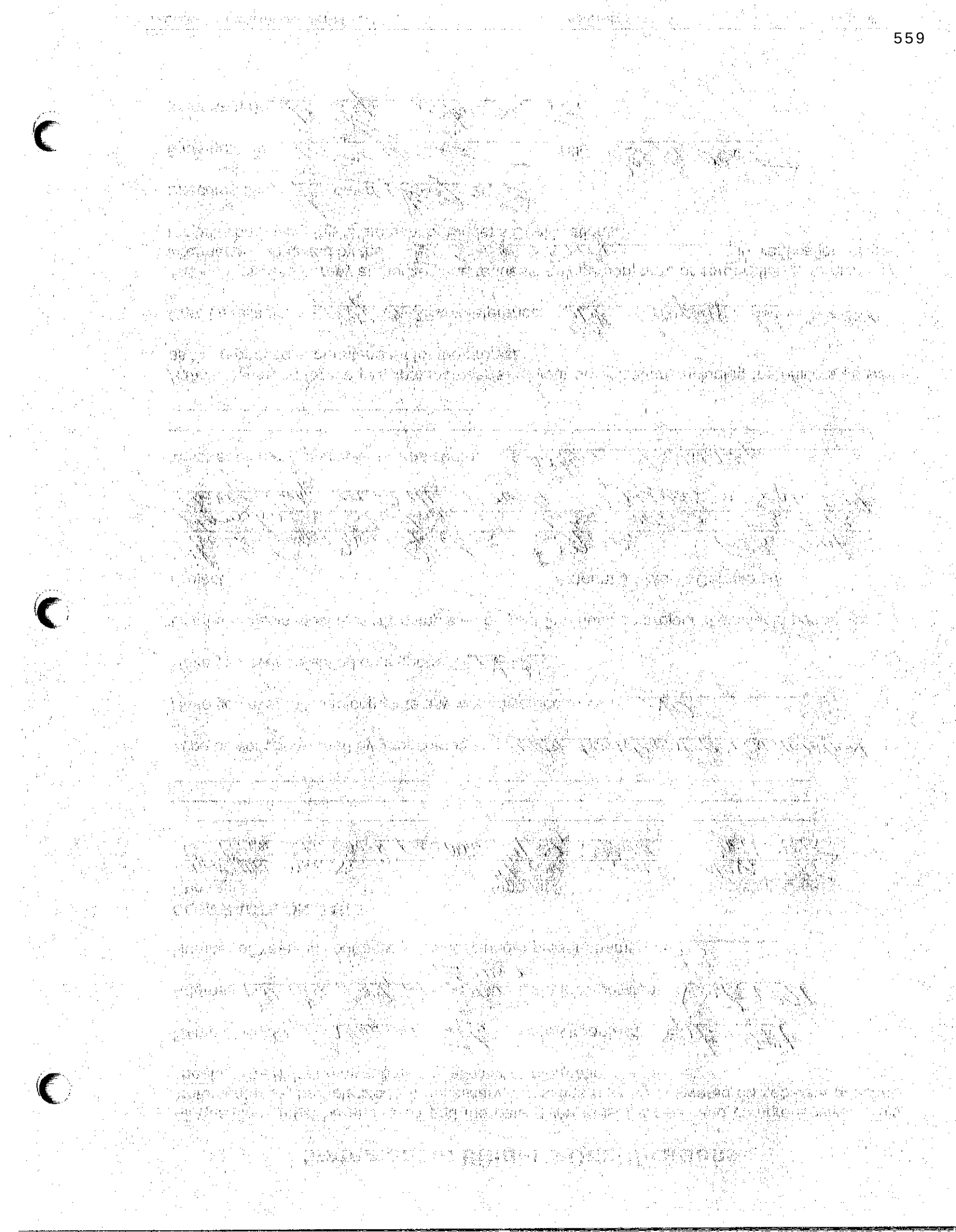
Credit available: $~~2,000,000.00~~ Bank reference: BBV Compass - Lumberton

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

Executed this 14 day of Nov., 2014

By:(signature) _____ Title: PRESIDENT

(print name) Terry Johnson, Sr.



Contractor Certifications

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

INSTRUCTIONS

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

NAME AND ADDRESS OF BIDDER (include ZIP Code)

T. Johnson Industries, Inc.
P.O. Box 8009
Lumberton, Texas 77657

CERTIFICATION BY BIDDER

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

☐ Yes ☐ No

The undersigned hereby certifies that:

☐ The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $100,000).

☐ The Non Segregated Facilities clause (Section 109 provision) is included in the Contract. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

☐ The Equal Employment Opportunity clause is included in the Contract (if bid equals or exceeds $10,000).

☐ The Affirmative Action for Handicapped Workers clause is included in the contract.

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

☐ Yes ☐ No

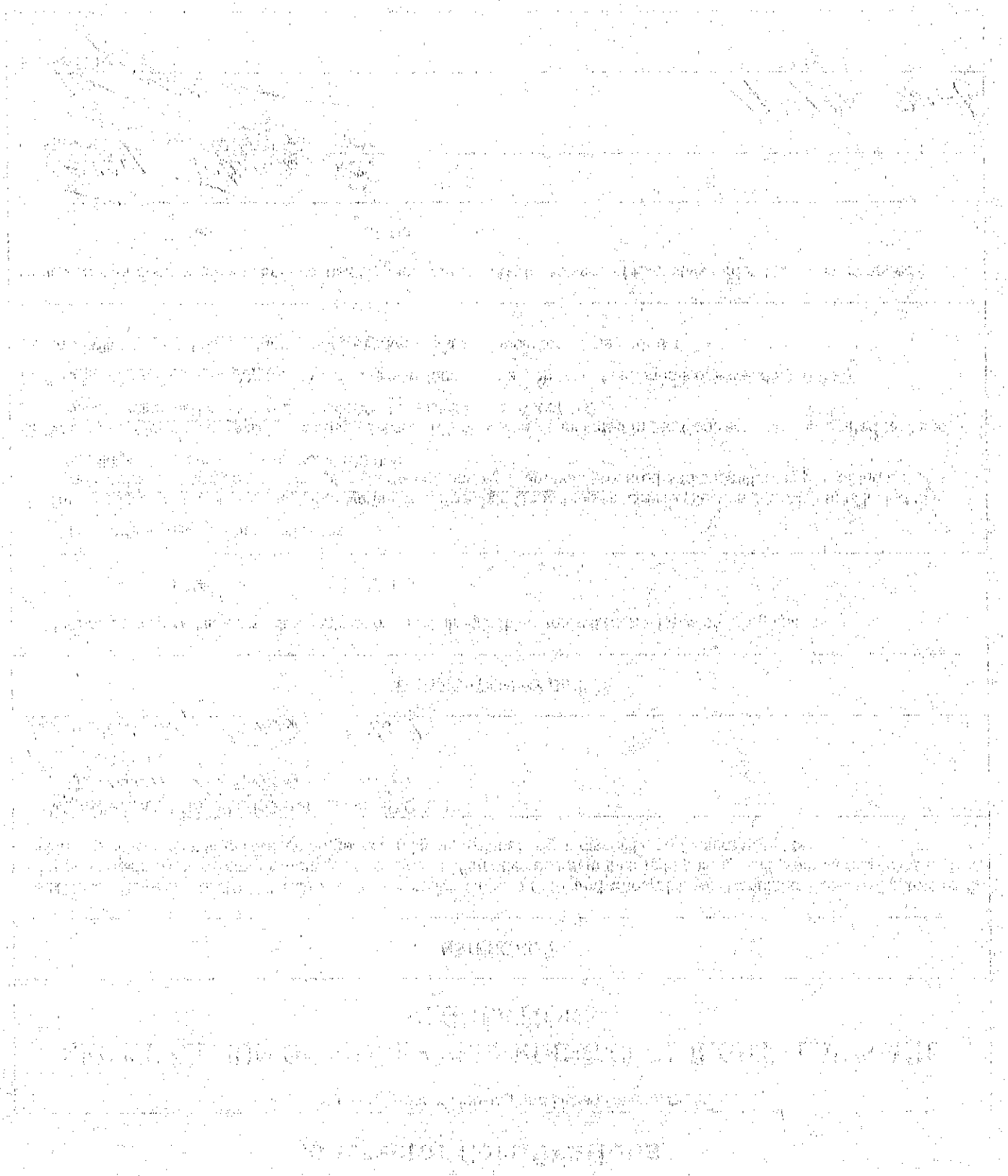
Terry Johnson, Sr.

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE

11-14-2014

DATE



Section 504 Certification

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The T. Johnson Industries, Inc. does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) Terry Johnson, Sr.

(Address) P.O. Box 8009

Lumberton, Texas 77657

City State Zip

Telephone Number (409) 246-2440 Voice

( ) _____ - _____ TDD

has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8. dated June 2, 1988).







U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements

TO (appropriate recipient)	DATE 11-14-2014
	PROJECT NUMBER (if any)
C/O	PROJECT NAME Grinder Pump Installation - Cheek Phase IV

1. The undersigned, having executed a contract with _____ for the construction of the above-identified project, acknowledges that:

   (a) The Labor Standards provisions are included in the aforesaid contract,

   (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility.

2. He certifies that:

   (a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended.

   (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

   (a) The legal name and the business address of the undersigned are:
   T. Johnson Industries, Inc.
   P.O. Box 8009, Lumberton, Texas 77657

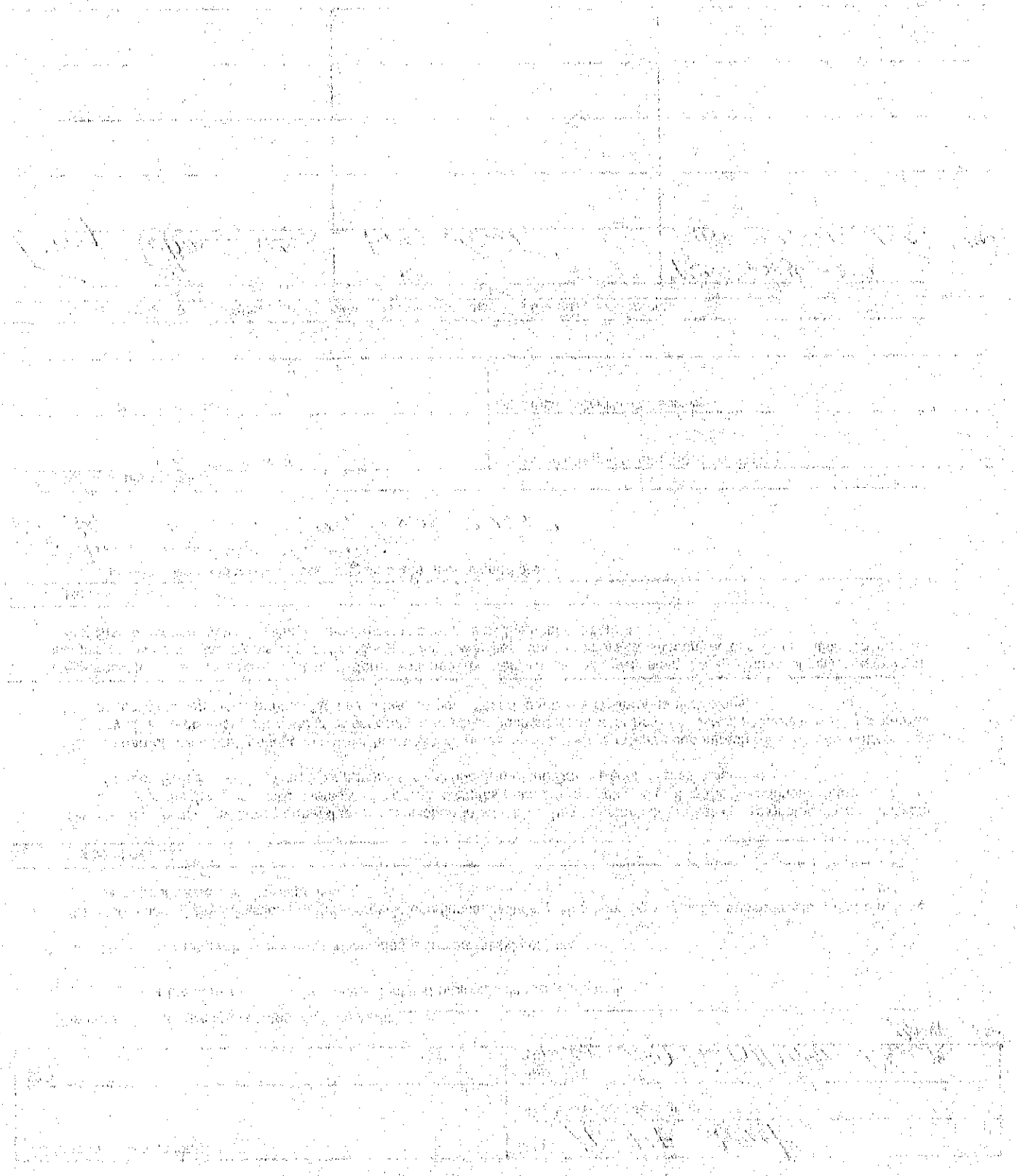
   (b) The undersigned is:

(1) A SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF
(2) A PARTNERSHIP	(4) OTHER ORGANIZATION (Describe)

   (c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
Terry Johnson, Sr.	President	P.O. Box 8009 Lumberton, Tx. 77657

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(d) The names and addresses of all other persons having a substantial interest in the undersigned, and the nature of the interest are:

NAME	ADDRESS	NATURE OF INTEREST

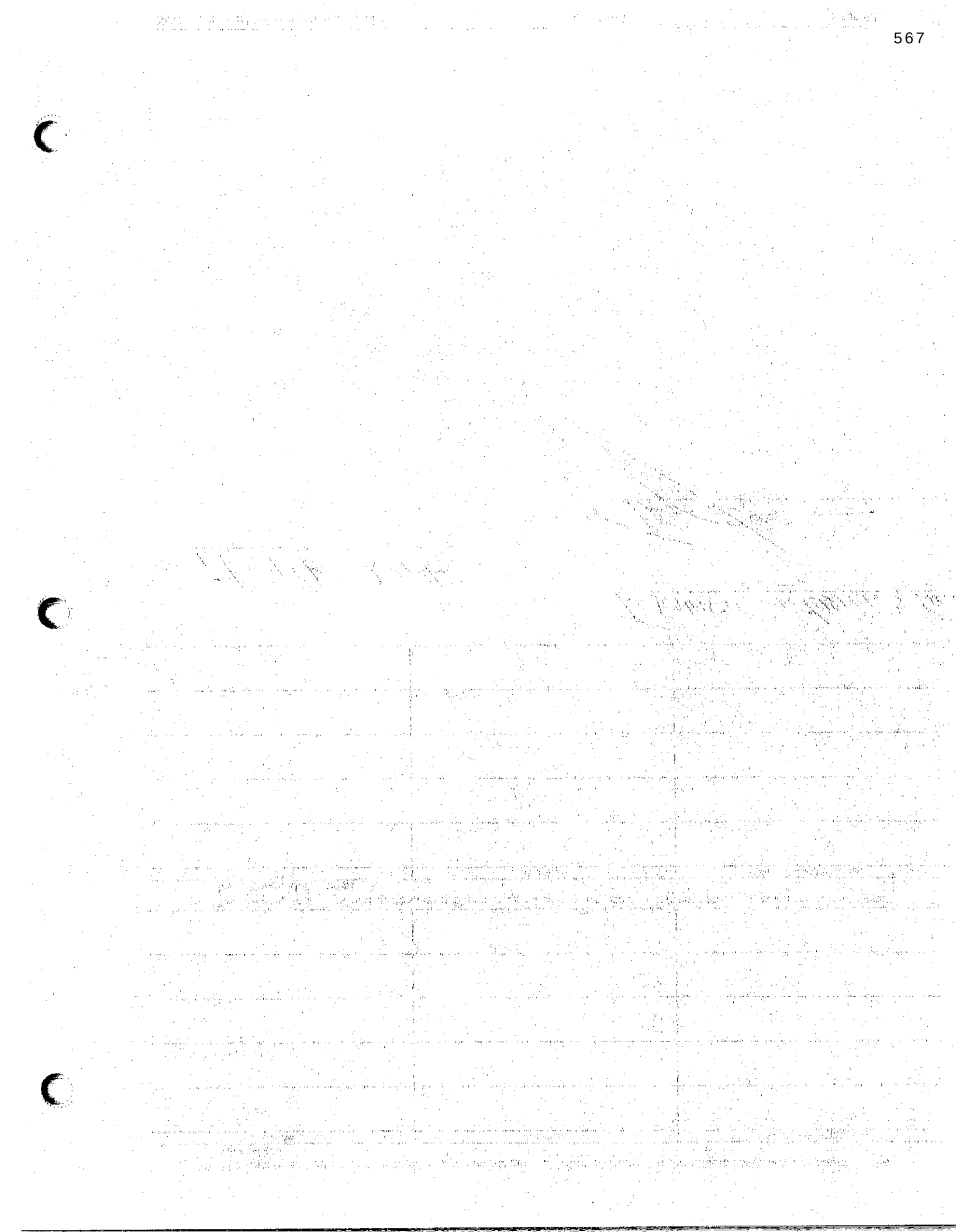
(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are:

NAME	ADDRESS	TRADE CLASSIFICATION

Date 11-14-2014

T. Johnson Industries, Inc.
(Contractor)

By



Non-collusion Affidavit of Prime Bidder

State of TEXAS }

County of JEFFERSON }

Terry Johnson, Sr., being first duly sworn, deposes and says that:

(1) He is President of T. Johnson Industries, Inc. the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Jefferson County Tx. (Local Public Agency) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

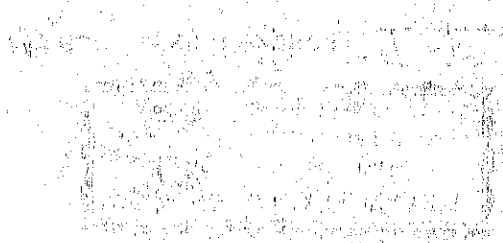
President
Title

Subscribed and sworn to me this 14 day of November 2014

ALICA M. WRIGHT
Notary Public
STATE OF TEXAS
My Comm. Exp. July 9, 2016

By: Alica M. Wright
Notary Public

My commission expires 7-9-2016



Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____ as PRINCIPAL, and _____, as SURETY are held and firmly bound unto _____ hereinafter called the "Owner", in the penal sum of _____ Dollars, ($_____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, dated _____, for _____

NOW, THEREFOR, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefor, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, the name and corporate seal of each corporate party being hereto affixed and these present signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL)

_____

(SEAL)

Attest: By: _____

Affix Corporate Seal

Attest: By: _____

Affix Corporate Seal

Attest: By: _____

Countersigned

By _____

* Attorney-in-Fact, State of _____

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Certificate as to Corporate Principal

I, Terry Johnson, Sr., certify that I am the _____, Secretary of the Corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to, for and in behalf of said corporation by authority of this governing body.

Corporate Seal

Title: _____

* Power-of-attorney for person signing for Surety Company must be attached to bond.

Payment Bond

KNOW ALL MEN BY THESE PRESENTS: that

_____

(Name of Contractor or Company)

_____

(Address)

A _____, hereinafter called Principal,

(Corporation / Partnership)

and _____

(Name of Surety Company)

_____

(Address)

Hereinafter called Surety, are held and firmly bound unto

_____

(Name of Recipient)

_____

(Recipient's Address)

Hereinafter called OWNER, in the penal sum of $ _____

Dollars, $ _____ in lawful money of the United States, for this payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONFIDENTIALITY OF THIS OBLIGATION is such that whereas, the Principal entered into a

certain contract with the OWNER, dated the _____ day of _____, a copy of which is hereto attached and made a part hereof for the construction of:

_____

(Project Name)

_____

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUB-CONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUB-CONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counter-parts, each on of (Number)which shall be deemed an original, this the _____ _____ day of _____.

ATTEST: _____
(Principal)

_____ By _____ (s)
(Principal Secretary)

(SEAL)

_____
(Witness as to Principal) (Address)

_____
(Address)

ATTEST:_____
(Surety)

_____ By _____
(Witness as to Surety) (Attorney in Fact)

_____
(Address) (Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor or Company)

_____
(Address)

a _____ hereinafter called Principal, and

_____
(Name of Surety Company

_____
(Address)

hereinafter called Surety, are held and firmly bound unto

_____
(Name of Recipient)

_____
(Recipient's Address)

hereinafter called OWNER, in the penal sum of $ _____Dollars ($ _) in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly in these presents.

THE CONDITION OF THIS OBBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated the ___ day of _____, a copy of which is hereto attached and made a part hereof for the construction of:

_____
_____
_____

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties in all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, on this the _____ day of _____.

ATTEST:_____
(Principal)

_____By _____(s)
(Principal Secretary)

(SEAL)

_____
(Witness as to Principal) (Address)

_____
(Address)

_____
ATTEST: (Surety)

_____ By _____
(Witness as to Surety) (Attorney in Fact)

_____
(Address) (Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

Attorney's Review Certification
(Recommended)

I, the undersigned, _____, the duly authorized and acting legal representative of the _____, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and am of the opinion that each of the agreements may be duly executed by the proper parties, acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties; and that the agreements shall constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Attorney's signature: _____ Date: _____

Print Attorney's Name: _____

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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

A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

1. Name of person doing business with local governmental entity.

Terry Johnson, Sr.

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

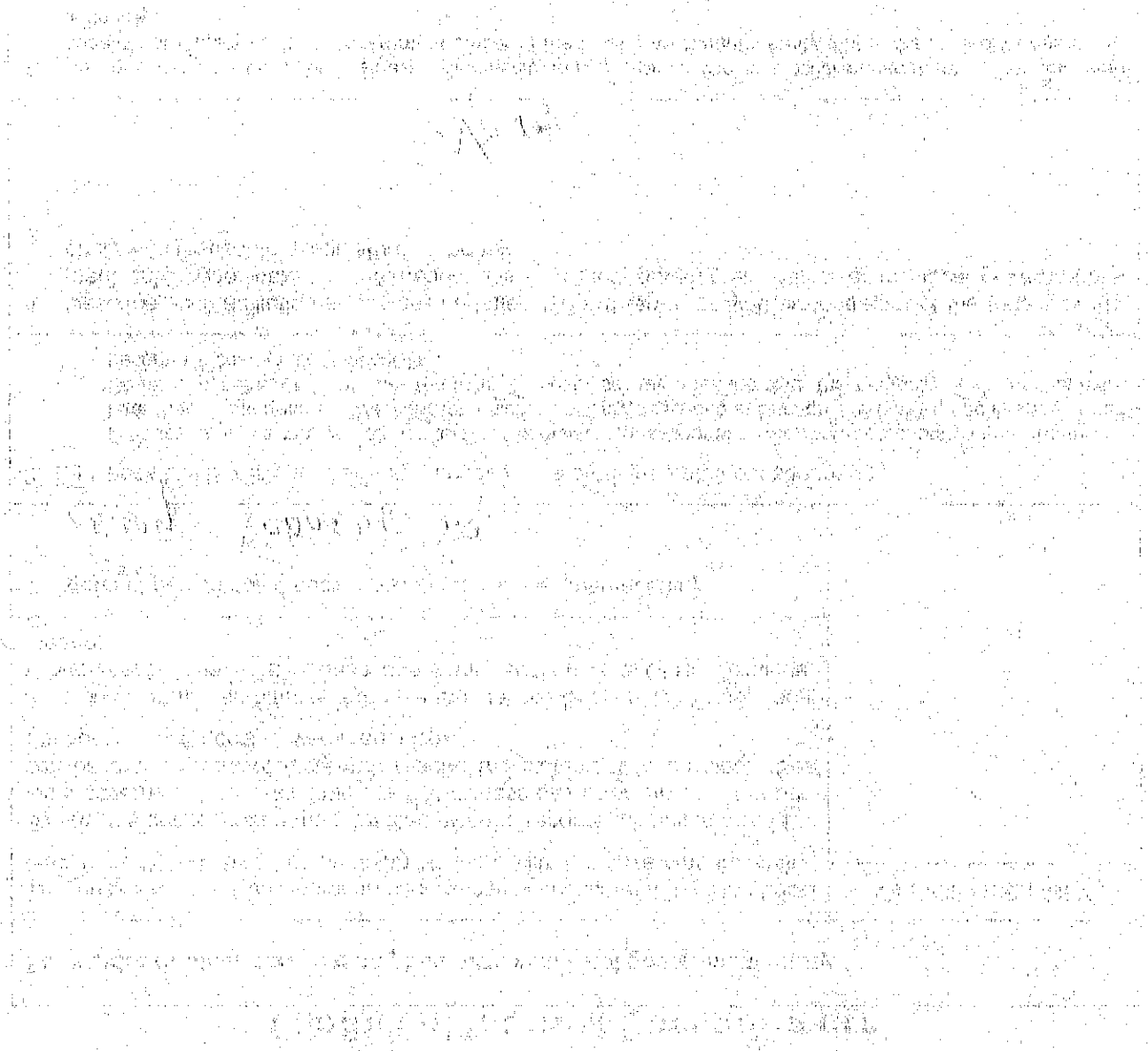
(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

None

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

None



CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

   This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

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

      ☐ Yes ☑ No

   B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

      ☐ Yes ☑ No

   C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

      ☐ Yes ☑ No

   D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7. Signature of person doing business with the governmental entity — Date: 11-14-2014



Good Faith Effort Determination Checklist

This information must be submitted with your bid.

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

Did the Prime Contractor/Consultant . . .

☑ 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 HUB Subcontractor participation?
☐ Yes	☑ No	2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
☑ Yes	☐ No	3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?
☑ Yes	☐ No	4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?
☐ Yes	☑ No	5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
☐ Yes	☑ No	6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

No Hub Subcontractors submitted a quote for this Project.

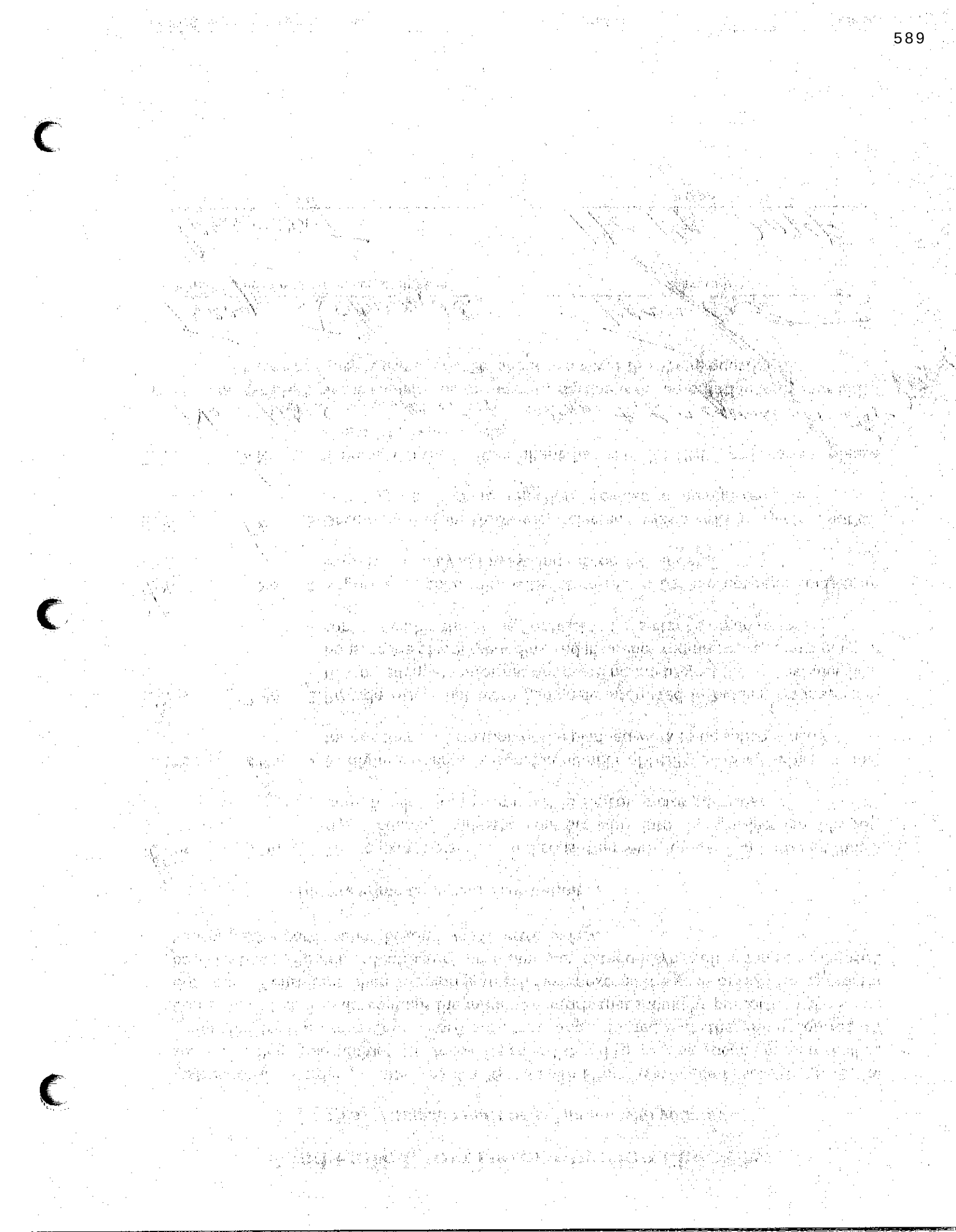
If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.

Terry Johnson, Sr.
Printed Name of Authorized Representative

Signature

President
Title

11-14-2014
Date



Notice of Intent (NOI) to SUBCONTRACT WITH Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Instructions for Prime Contractor/Consultant: Please submit the form to the Purchasing Agent's Representative after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Sub consultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: T. Johnson Industries, Inc. HUB: ☐ Yes ☐ No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

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

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Sub consultant Change Form"must be completed and faxed to 409-835-8456.

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Historically Underutilized Business (HUB)Subcontracting Participation Declaration Form

This information must be submitted with your bid.

Prime Contractor: T. Johnson Industries, Inc. HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: P.O. Box 8009, Lumberton, Texas 77657
Street / City / State / Zip

Phone (with area code): 409-246-2440 Fax (with area code): 409-246-3229

Project Title & No.: Cheek Community Sewer Improv. No. 713250 IFB/RFP No.: IFB 14-049/KJS

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: NA

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street / City / State / Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Historically Underutilized Business (Hub)
Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

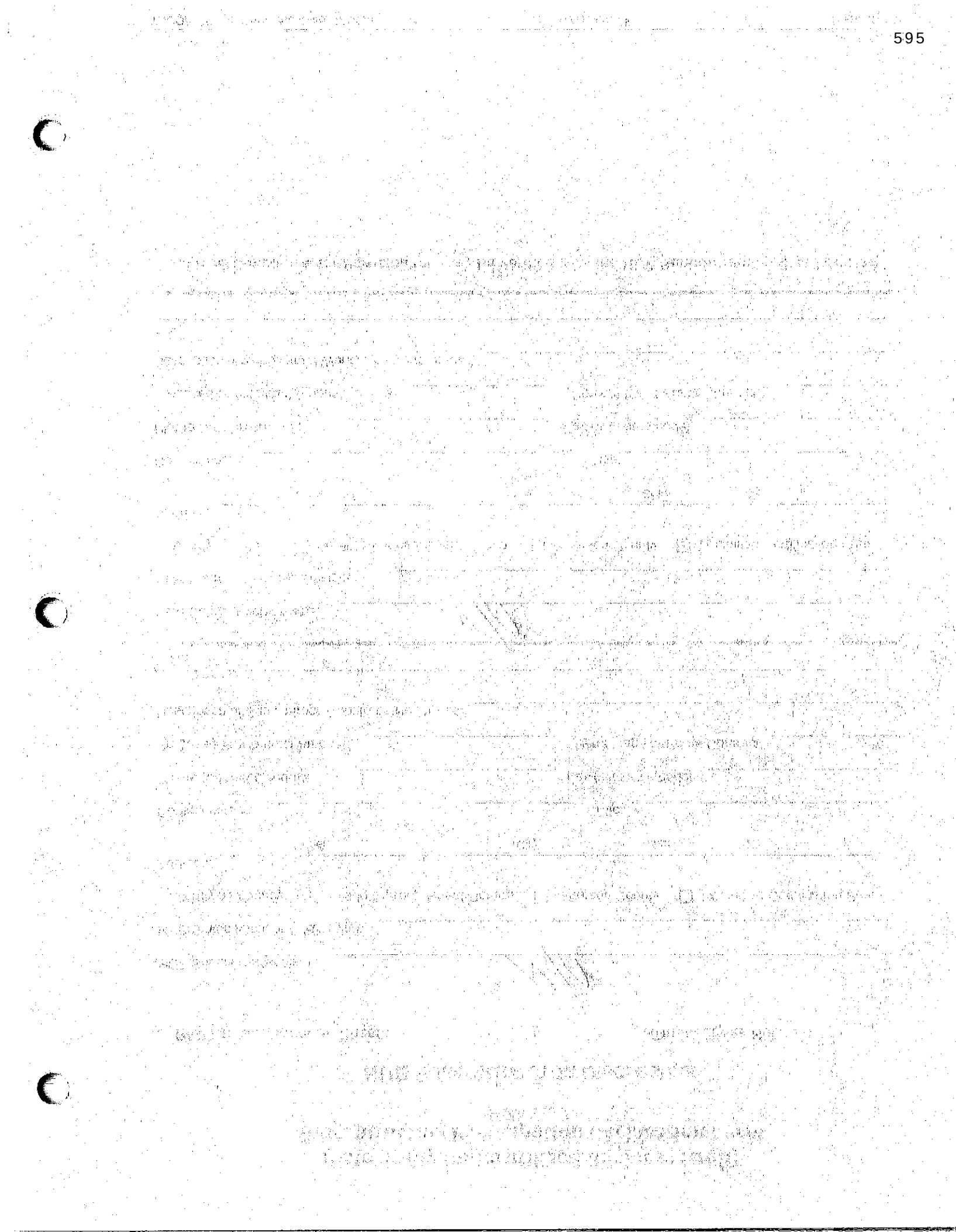
Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

All HUB Subcontractor Participation may be verified with the HUB Subcontractors listed on Part I.



Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: Coburn Supply

Address: 1000 Bowie Beaumont, Texas 77701
(Street / City / State / Zip)

Contact person: Matt Hebert Title: Sales

Phone (with area code): 409-835-1443 Fax (with area code): _____

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: Automatic Pump

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: _____

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Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: Electrical Specialties, Inc.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Terry Johnson, Sr.

Title: President

Signature: [signature]

Date: 11-14-2014

E-mail address: tjohnsoninc@gt.rr.com

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

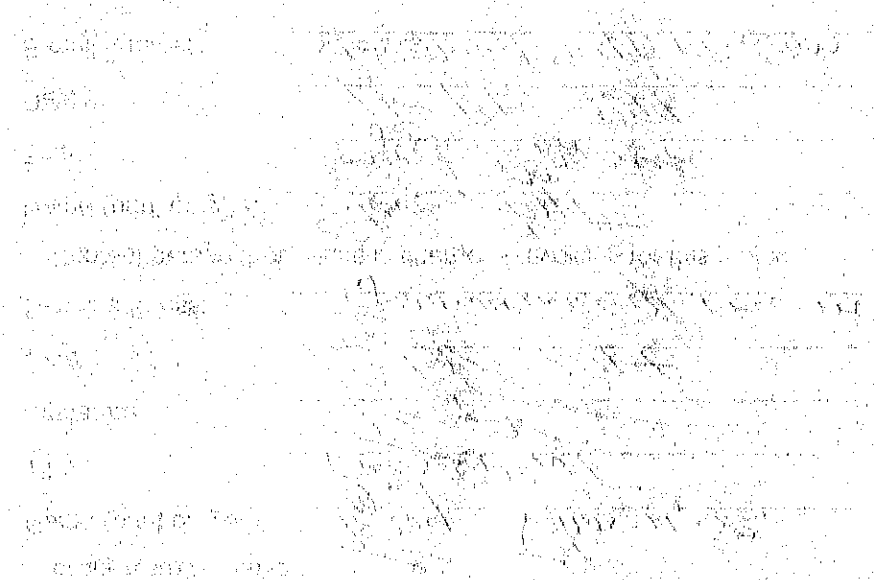
Name (print or type): Steve Hartt

Title: Project Manager

Date: 11-14-2014

E-mail address: stevehartt@gt.rr.com

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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) "Nonresident 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 T. Johnson Ind. Inc. [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.):	76-0355470
Company Name submitting bid/proposal:	T. Johnson Industries, Inc.
Mailing address:	P.O. Box 8009, Lumberton, Texas 77657
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

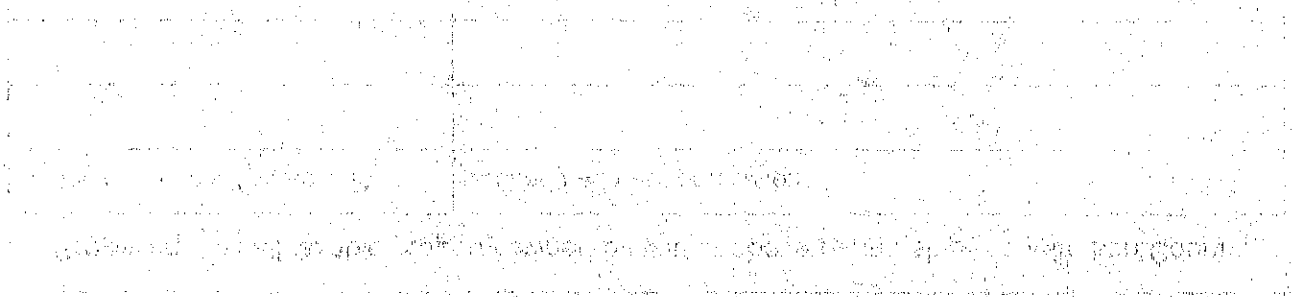
Property: List all taxable property owned by you or above partnerships in Jefferson County.

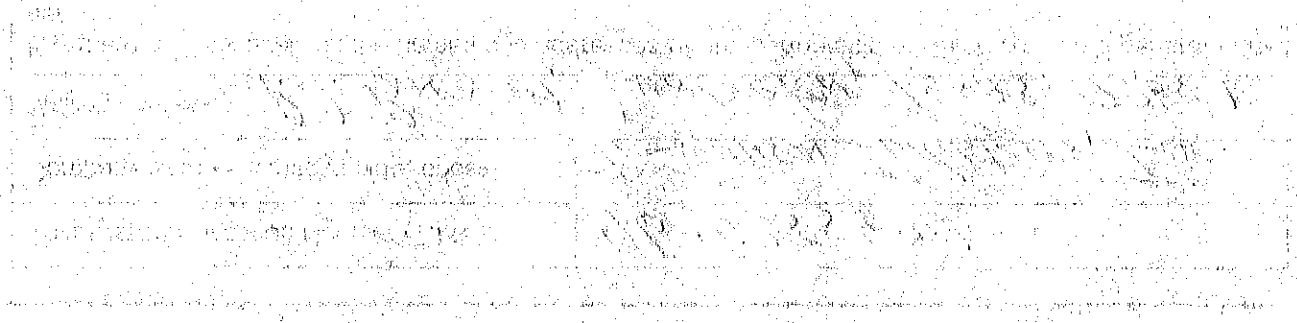
Jefferson County Tax Acct. No.*	Property address or location**

* 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.

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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 HARDIN

BEFORE ME, the undersigned authority, a Notary Public in and for the State of TEXAS, on this day personally appeared TERRY JOHNSON, SR., who

(Name)

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

"I, TERRY JOHNSON, SR. am a duly authorized officer of/agent

(Name)

for T. JOHNSON INDUSTRIES, INC. and have been duly authorized to execute the

(Name of firm)

foregoing on behalf of the said T. JOHNSON INDUSTRIES, INC.

(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: T. JOHNSON INDUSTRIES, INC.
P.O. BOX 8009, LUMBERTON, TEXAS 77657

Fax: 409-246-3229 Telephone#: 409-246-2440

By: TERRY JOHNSON, SR. Title: PRESIDENT

(Print name)

Signature:

SUBSCRIBED AND SWORN to before me by the above-named

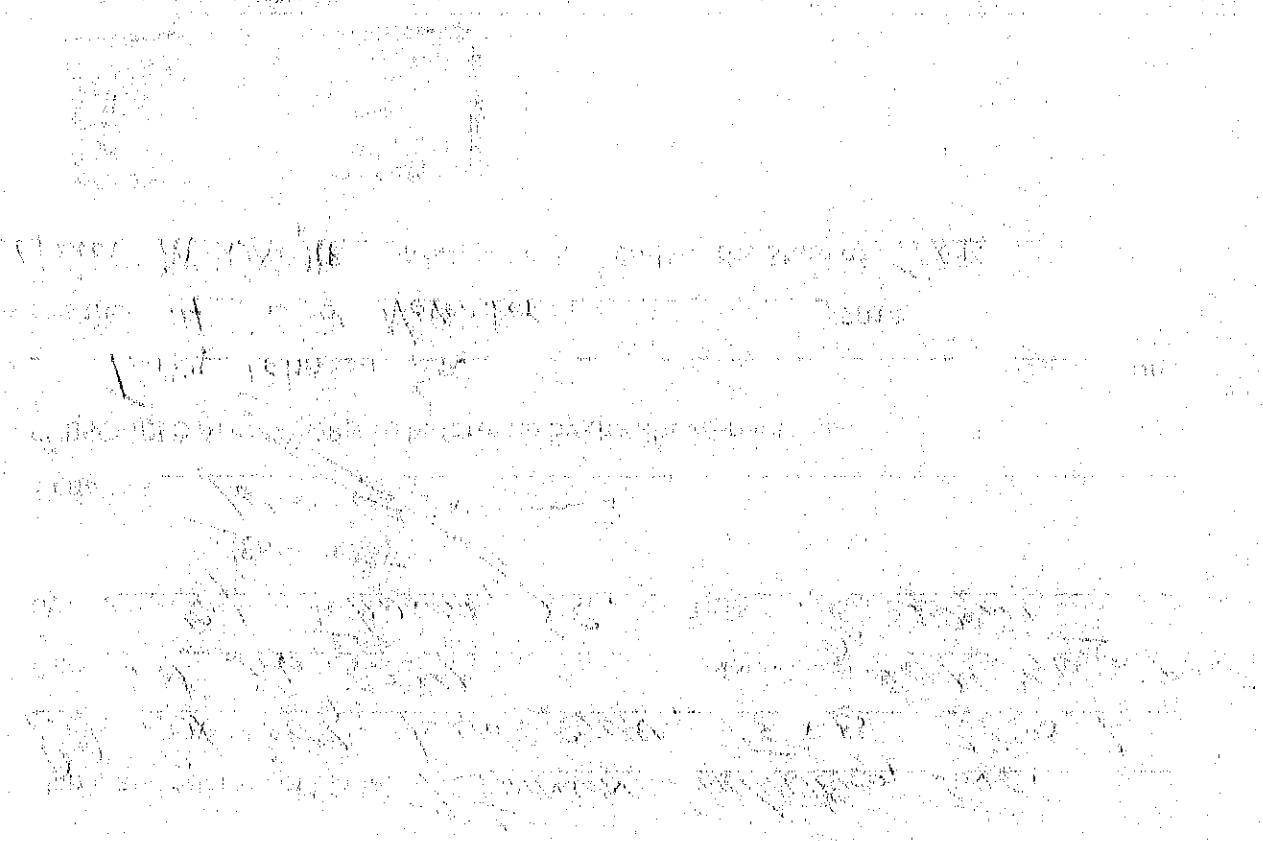
TERRY JOHNSON, SR. on

this the 14 day of NOVEMBER, 2014.

ALICIA M. WRIGHT Notary Public in and for the State of TEXAS

ALICIA M. WRIGHT
Notary Public
STATE OF TEXAS
My Comm. Exp. July 9, 2016

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§ 135.38 Section 3 Clause

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

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Equal Opportunity Guidelines for Construction Contractors

1. **What are the responsibilities of the offer or bidder to insure equal employment opportunity?**

   The offer or bidder must comply with the "Equal Opportunity Clause" and the "Standard Federal Equal Opportunity Construction Contract Specifications."

2. **Are construction contractors required to insure a comfortable working environment for all employees?**

   Yes, it is the construction contractor's responsibility to provide an environment free of harassment, intimidation, and coercion to all employees and to notify all foremen and supervisors to carry out this obligation, with specific attention to minority or female individuals.

3. **To alleviate developing separate facilities for men and women on all sites, can a construction contractor place all women employees on one site?**

   No, two or more women should be assigned to each site when possible.

4. **Are construction contractors required to make special outreach efforts to Section 3 or minority and female recruitment sources?**

   Yes, construction contractors must establish a current list of Section 3, minority and female recruitment sources. Notification of employment opportunities, including the availability of on-the-job training and apprenticeship programs, should be given to these sources. The efforts of the construction contractors should be kept in file.

5. **Should records be maintained on the number of Section 3 residents, minority and females applying for positions with construction contractors?**

   Yes, records must be maintained to include a current list of names, addresses and telephone numbers of all Section 3, minority and female applicants. The documentation should also include the results of the applications submitted.

6. **What happens if a woman or minority is sent to the union by the Contractor and is not referred back to the Contractor for employment?**

   If the unions impede the construction contractor's responsibility to provide equal employment opportunity, a written notice should be submitted to ORCA.

7. **What efforts are made by construction contractors to create entry-level positions for Section 3 residents, women and minorities?**

   Construction contractors are required to develop on-the-job training programs, or participate in training programs, especially those funded by the Department of Labor, to create positions for Section 3 residents, women and minorities and to meet employment needs.

8. **Are any efforts made by the Contractor to publicize their Equal Employment Opportunity (EEO) policy?**

   Yes, the construction contractor is responsible for notifying unions and sources of training programs of their equal employment opportunity policy. Unions should be requested to cooperate in the effort of equal opportunity. The policy should be included in any appropriate manuals, or collective bargaining agreements. The construction contractor is encouraged to publicize the equal employment opportunity policy in the company newspaper and annual report. The Contractor is also responsible to include the EEO policy in all media advertisement.

9. **Are any in-service training programs provided for staff to update the EEO policy?**

   At least annually a review of the EEO policy and the affirmative action obligations are required of all personnel employees of a decision-making status. A record of the meeting including date, time,

location, persons present, subject matter discussed, and disposition of the subject matter should be maintained.

10. What recruitment efforts are made for Section 3 residents, minorities and women?

The construction contractor must notify, both orally and in writing, Section 3,minority and female recruitment sources one month prior to the date of acceptance for apprenticeship or other training programs.

11. Are any measures taken to encourage promotions for minorities and women?

Yes, an annual evaluation should be conducted for all minority and female personnel to encourage these employees to seek higher positions.

12. What efforts are taken to insure that personnel policies are in accordance with the EEO policy?

Personnel policies in regard to job practices, work assignments, etc. should be continually monitored to insure that the EEO policy is carried out.

13. Can women be excluded from utilizing any facilities available to men?

No, all facilities and company activities are non-segregated except for bathrooms or changing facilities to insure privacy.

14. What efforts are made to utilize minority and female contractors and suppliers?

None, however records are kept of all offers to minority and female construction contractors.

15. If a construction contractor participates in a business related association that does not comply with affirmative action standards, does that show his/her failure to comply?

No, the construction contractor is responsible for its own compliance.

16. Will a construction contractor be in violation of EEO policy and affirmative action if he sets up one set of goals to include minorities and women?

Yes. There is a separate goal for minorities and a separate single goal for women. The construction contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women both minority and non-minority.

17. Can a construction contractor hire a subcontractor who has been debarred from government contracts pursuant to EEO?

No. The construction contractor must suspend, terminate or cancel its contract with any Subcontractor who is in violation of the EEO policy.

18. What effort has been taken by the construction contractor to monitor all employment to insure the company EEO policy is being carried out?

The construction contractor must designate a responsible individual to keep accurate records of all employees that includes specific information required by the government.

Certification of Bidder Regarding Section 3 and Segregated Facilities

T. Johnson Industries, Inc. - Cheek Community Sewer Improv. Proj. #713250

Name of Prime Contractor | Project Name & Number

The undersigned hereby certifies that

a) Section 3 provisions are included in the Contract

b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $10,000).

c) No segregated facilities will be maintained.

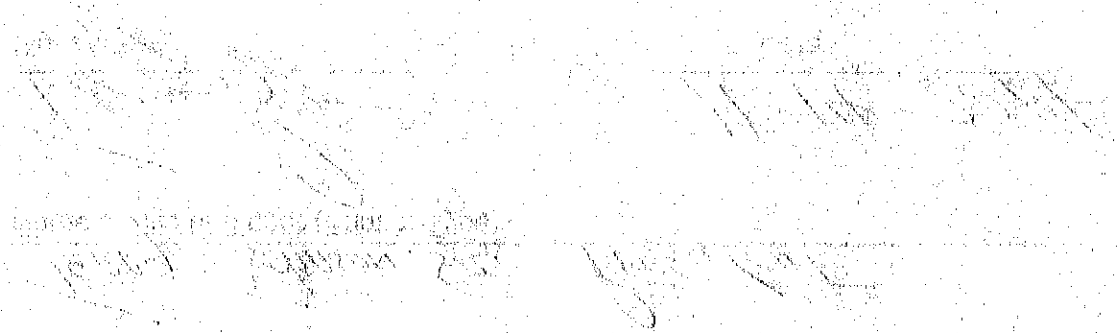
Terry Johnson, Sr. President

Name & Title of Signer (Print or Type)

Signature

11-14-2014

Date



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

The undersigned Terry Johnson Sr. of T. Johnson Industries, Inc. certifies, to the best of its knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of 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 sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

Signed: _____ Date: 11-14-2014

Title: PRESIDENT

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to Influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter(the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if It Is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards Include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, Slate and zip code of the prime Federal recipient. Include Congressional District, If known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, Slate and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter (he full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this

is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box (es).Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.

14. Provides specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLLA Continuation Sheet(s) Is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Disclosure of Lobbying Activities

APPROVED BY OMB 0348-0046

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

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
a. contract	a. bid/offer/application	a. initial filing b. material change
b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	b. initial award c. post-award	**For Material Change Only:** year quarter date of last report

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
Prime • Sub-awardee Tier *if known:*	
6. Federal Department/Agency:	7. **Federal Program Name/Description:** CFDA Number, *if applicable:*
IL **Federal Action Number,** *if known:*	**9.** Award **Amount,** *if known:* $
10. a. Name and Address of Lobbying Entity *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a) (last name, first name, MI):*
(attach Continuation Sheet(s) SF-LLLA, *if necessary)*	

11. **Amount of Payment** *(check all that apply):*	13. **Type of Payment** *(check all that apply):*
$ actual planned	E a. retainer
	* b . one-time fee
12. **Form of Payment** *(check all that apply):* a. cash b. in-kind: specify: nature	c. commission d. contingent fee e. deferred
value	if. other: specify:

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) SF-LLLA, *if necessary)*

15. *Continuation Sheet(s)* **SF-LLLA attached:** **Yes** No

16. Information requested through this force is authorized by title 31 U.S.C. section1352.This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered info. This disclosure is required pursuant to 31 U.S.C. 1352.Thisinformation will be reported to the Congress sem annually and will be available for public inspection. Any person who fats to file the required disclosure shall be subject to a civil penalty of not less then 510,000 and not more than 5100,000 for each such failure.

Signature:

Print Name: Terry Johnson, Sr.

Title: President

Telephone No.: 409-246-2440 Date: 11-14-2014

Federal Use Only:

Authorized for Local Reproduction

Standard Form LLL (Rev. 7-97)

Section 19 – Special Conditions – concerning required signage on TxCDBG job sites

E. Public buildings, facilities, centers, constructed with funds provided under this contract shall have permanent signage placed in a prominent visible public area with the wording provided below. The formatting of such signage will be at local discretion to best fit the architectural design of the facility constructed but should be legible from at least three feet.

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

Project Sign Wording:

"This project is funded by the Office of Rural Affairs of the Texas Department of Agriculture, to strengthen and enhance the quality of life in smaller and rural communities with funds allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Program."

See Plans for project signage details.

Title 29 Labor

Subtitle A - Office of the Secretary of Labor

PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sec.

3.1 Purpose and scope
3.2 Definitions
3.3 Weekly statement with respect to payment of wages
3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
3.7 Applications for the approval of the Secretary of Labor
3.8 Action by the Secretary of Labor upon applications.
3.9 Prohibited payroll deductions.
3.10 Methods of payment of wages.
3.11 Regulations part of contract.

AUTHORITY: The provisions of this Part 3 issued under *R.S.* 161,*sec. 2, 48 Stat.* §48; *Reorg.* Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

SOURCE: The provisions of this Part 3 appearat 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

Section 3.1 Purpose and Scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally-assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or 'work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways,

lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms "construction", "prosecution", "completion," or "repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the Unites States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the Di strict of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentality's of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the U sited States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentality's.

{29 FR 97, Jan. 4, 1964, as amended at 33 FR **32575, Nov.** 27, **1973)**

Section 3.3 Weekly statement with respect to payment of wages.

a. As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer of employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, "Statement of Compliance," or on an identical form on the back of WH 347,

"Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office,

(c) The requirements of this section shall not apply to any contract of $2,000 o r less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

{29 F.R. 95, Jan. 4, 1964, as amended at 33 F.R. 10186, July 17, 1968}

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

(a) Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor: Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the

continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasigovernmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under §516.27(a) of this title shall be kept.

(j) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not in violation of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either (1) voluntarily consented to be the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

(36 F.R. 9770, May 28, 1971.)

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

(a) Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(b) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(c) The deduction is not otherwise prohibited by law;

(d) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(e) The deduction serves the convenience and interest of the employee.

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Section 3.7 Applications for the approval of the Secretary of Labor.

(a) Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(b) The application shall be in writing and shall be addressed to the Secretary of Labor. The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have change d in regard to the payroll deductions.

{36 F.R. 9770. May 28, 1971.}

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

Special Provisions

Cheek Community Sewer Improvements GRINDER PUMPS
Cheek Phase IV
Cheek Area Community
Jefferson County, Texas
IFB 14-049/KJS
ACE Job No. 114-18

1. The selection of a CONTRACTOR for this project shall be determined by the low responsive, responsible bid for the proposal. The price bid should include the cost of all items outlined in the summary of work to accomplish the respective task.

   Please indicate the number of Calendar Days in the space provided on the ***PROPOSAL FORMS****.*

   Bidders are advised that when an Addendum is issued each Addendum must be recognized by signature and a copy of all signed Addendums must be submitted with Bid.

   It is the intent of these specifications to pay the CONTRACTOR for those items in the proposal, which he performs on. The CONTRACTOR will not be due profit or any other compensation for those items in the proposal, which are not used, not used completely, or for items deleted from this contract.

2. The CONTRACTOR shall provide the OWNER, upon request, with a financial statement and experience record.
3. **A mandatory Pre-Bid Conference will be held on November 13, 2014 at 11:00 AM CST. The conference will be held in the Jefferson County Engineering Department Conference Room located on the fifth floor of the Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas 77701.** Any questions should be directed to the ENGINEER, in writing, prior to the bid opening.
4. The ENGINEER shall furnish on the plans convenient benchmarks for the control of grades. Any additional stakes required by the CONTRACTOR shall be set at his expense. When necessary, work shall be suspended to permit this work, but such suspension will be as brief as practicable and the CONTRACTOR shall be allowed no extra compensation.
5. Where there is conflict of measurement designation between the Specification and the Proposal, the unit of measurement indicated on the Proposal shall prevail.
6. When conflicts exist between the Special Provisions and General Specifications, the Special Provisions shall control.
7. Safety Standards and Accident Prevention

With respect to all work performed under this contract, the CONTRACTOR shall:

a) Comply with safety standard provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction", published by the Associated General CONTRACTORS of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of Code Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971.

b) Exercise every precaution at all times for the prevention of accidents and the protection of person (including employees and property).

8. 8 Grinder Station shall be provided by Jefferson County, Precinct 4. The contractor will provide a separate price item as specified in Bid Item No. 3 with a 1 year warranty on it.
9. **The Contractor is advised to coordinate with Force Main Contractor that will be ongoing by the time this project begins.**
10. Any questions arising on the plans and specifications must be submitted to the ENGINEER in writing prior to **BID OPENING.**
11. Regardless of culpability, the CONTRACTOR shall not be allowed to take advantage of any errors or omissions in these plans and specifications or his work orders. The CONTRACTOR is required to notify the ENGINEER of all errors or omissions as soon as he becomes aware of them. Suitable instructions will be given to the CONTRACTOR by the ENGINEER when such errors or omissions are discovered. No compensation for any delay or down time, including time to receive the ENGINEER'S instructions or approval, shall be allowed. Further, any errors and/or omissions contained in the plans and/or specifications do not absolve the CONTRACTOR from ultimate and final responsibility for the successful completion of this project to the satisfaction of the ENGINEER. The degree of detail reflected in the plans or lack of same does not absolve the CONTRACTOR from the necessity of conducting an extensive investigation of the project area prior to submission of his/her bid. The CONTRACTOR will not be due any additional compensation for difficulties arising out of his/her failure to inspect, analyze the actual job site prior to submission of his/her bid.
12. The CONTRACTOR is expected to be completely familiar with the provisions contained in these specifications. The CONTRACTOR will not be allowed any additional payment or

extension of time due to difficulties caused by his/her failure to acquaint himself/herself with this document.

13. Any and all work which, in the opinion of the ENGINEER, is necessary to complete the project and which is neither specifically listed and/or identified in the bid proposal items not elsewhere in these specifications, shall be considered incidental to the work and the CONTRACTOR will not be due any additional payment for completion of said required work.

14. Liquidation damages for delay beyond specified time for completion are **$500.00** per day.

15. WARRANTY

The CONTRACTOR and/or his Surety will be required by the OWNER to repair, replace, restore, and/or to make to comply strictly in all things with the contract, and the plans and specifications, and any and all of said work and/or materials which within a period of ***One Year*** from and after the date of the passing, approval, and/or acceptance of any such work or materials are found to be defective, or to fail in any way to comply with this contract or with the plans and specifications.

16. The OWNER reserves the right to control the sequence of work.

17. Permits, Licenses and Laws

18. The CONTRACTOR shall obtain at his own expenses, all necessary permits and licenses from the proper authorities and shall give all notice required by law or ordinance and shall pay all fees and charges incidental to the due and lawful prosecution for the work and shall comply with all laws, ordinances and regulations relating thereto.

19. Although trade names for materials may have been used in the Proposals and Plans for this project, it is intended that materials of equal quality will be acceptable on approval of the ENGINEER and the OWNER. Approval shall be obtained prior to receiving bids.

20. All materials for this project shall meet AWWA Specifications and requirements.

21. This contract is issued by an organization which qualifies for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise and Use Tax Act as codified in Chapter 151 of the Texas Tax Code.

22. House Bill 1859 provides that retainage can be withheld from payment due the CONTRACTOR, from monthly progress payments for completed work. A 10% retainage will be retained until final payment is made in keeping with the "Texas Community Development Block Grant Program" requirements.

23. Bidders are advised that OWNER reserves the right to reduce any proposal by any amount, in accordance with General Conditions of the Agreement.
24. If a bidder desires to make qualifications in his bid, it shall be done in writing, attached to and submitted with his sealed bid.
25. The CONTRACTOR is responsible for any damage resulting from negligence. The CONTRACTOR will take the necessary steps to prevent these occurrences and damage to OWNERS property or adjacent properties.
26. Utilities: It shall be the CONTRACTOR'S responsibility to contact public and private utility companies in advance of construction, allowing each their respective lead time to locate and to make adjustment as necessary, of water, electric, telephone and gas mains or service lines. The CONTRACTOR shall also notify various utility companies of proposed work and work schedule. The CONTRACTOR will verify the existing utility or pipelines horizontal and vertical locations prior to initiation of construction. No extra payment will be allowed for any extra excavation incurred or downtime, which results from the required location of existing utilities. CONTRACTOR shall keep a notebook of all location requests. Each notation will contain the following information: **Date, Time, Brief Location Summary, Request ID Number, and Call Back Repair Number**. Any damage to utilities as a result of the CONTRACTOR'S negligence will be repaired to the satisfaction of the OWNER of the damaged utility with no compensation due the CONTRACTOR.
27. All suitable surplus excavated materials will remain the property of the OWNER for use as directed by the engineer. Suitable material may be retained to facilitate site drainage as directed by the ENGINEER.
28. CONTRACTOR shall furnish temporary sanitary facilities at the site, as provided herein, for the needs of all construction workers and others performing work or furnishing services of the project. Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet will be furnished for each 20 workers, and serviced at least once a week. CONTRACTOR shall enforce the use of such sanitary facilities by all personnel at the site.
29. Cement stabilized sand for this Project shall contain 1½ sacks of cement per cubic yard of sand.
30. The cleanup for each respective task shall be included in the unit price bid for each item and shall be full compensation for all labor, materials, equipment, etc., required to complete work as directed by the ENGINEER. This item includes the removal of all surplus materials and debris, final grading as required including the import of material required to raise grade to proper

elevation following backfill settlement or excessive soil removal. Any ditches disturbed by the construction shall be restored to their original grade.

31. Ditches along roadways shall be restored to original shape and grade. No additional compensation will be made for restoring ditches rutted during construction.
32. The CONTRACTOR shall notify the Jefferson County Sheriff's Department, Fire Department, prior to closing any existing street or roadway.
33. The CONTRACTOR shall maintain streets and roadways as directed by the ENGINEER. This maintenance shall be limited to that amount required to enable suitable traffic movement. Road shell or other suitable material shall be used to provide suitable surface for traffic on streets, driveways, and shoulders. This task is considered incidental to the work and the CONTRACTOR will not be due any additional payment for this required work.
34. Concrete for this project, when directed, shall be Class A, 4000 psi in 28 days using 1½" maximum size aggregate.
35. Abandon existing septic tanks in place, including plugging all influent and effluent lines, vacuum out wastewater and sludge, hauling and disposal in an approved facility licensed to receive the waste, break down top and sides one foot (1') below natural ground, backfill and restore surface area to the original shape. Surplus excavated material from Grinder Pump installation, or 1 ¼ Grinder Pump service line may be used for this task.
36. Unit Price Bid for Simplex Grinder Station shall include all the parts and accessories required for fully functional unit and per summary of work and specifications. Control, Electrical Rack and electrical wiring from residents house or service pole to will be included in the Unit Price Bid for Simplex Grinder Station.

All electrical work performed on this project shall be performed by a licensed Electrician. The licensed Electrician shall adhere to all Local and National Electrical Codes.

Summary of Work

CONTRACTOR shall furnish all labor, materials, equipment, insurance, payroll, taxes, permits and supervision to **Install ten (10) new Simplex Grinder Pump Units, and Install eight (8) Simplex Grinder Pump Units provided by Jefferson County Precinct 4. The Contractor must complete the project by May 1, 2015.** Work task includes following sanitary sewer improvement activities:

1. Install Simplex Grinder Pump Units (10 NEW)

Furnish and install **ten (10)** fully operational Grinder Pump Units per plans and specifications including but not limited to the following parts and accessories necessary for a complete functional grinder pump unit:

1) *One (1)* – Hydromatic HPG200M2-2
2) *Four (4)* – Stainless steel pump feet and bolts
3) *One (1)* – 24" X 60" fiberglass tank with solid lid and neoprene gasket.
4) *One (1)* – Simplex control panel 230 volt 1 phase, with alarm light.
5) *Three (3)* – Float switches Conery 21813A302
6) *One (1)* – Simplex pipe kit consisting of the following:
   a) 5' section of schedule 80 PVC 1 ¼"
   b) PVC elbow 1 ¼".
   c) PVC check valve TBCD style 1 ¼".
   d) PVC union.1 ¼"
   e) PVC ball valve 1 ¼".
   f) 1 ¼" male adaptor.
   g) 1 ¼" adapt-o-flex grommet. (for pump discharge)
   h) 2" adapt-o-flex grommet. (for electrical conduit)
   i) 4" adapt-o-flex grommet. (for incoming line)

Work task will also include 1 ¼" SDR-11 HDPE service line from grinder pump to valve box at the property line, connecting 4" gravity line from house plumbing to proposed grinder pump, and abandon existing septic tank.

Contractor is to excavate and install the 24" dia. x 60" deep fiberglass basin, install the grinder pump unit and grinder pump electrical. Contractor is to furnish and place four sacks of sackcrete on the retainer ring and backfill with select material to be provided by the contractor. Set the pump in the basin on existing slide rails, set control box, and 30 amp disconnect (**Contractor Provided**), necessary electrical conduit and connect to house electrical with a licensed Electrician, all in accordance with National and Local Electrical codes.

2. Install Simplex Grinder Pump Units (8 Provided by Jefferson County)

Install **Eight (8)** fully operational Grinder Pump Units per plans and specifications including but not limited to the following parts and accessories necessary for a complete functional grinder pump unit:

1) *Four (4)* – Stainless steel pump feet and bolts
2) *Three (3)* – Float switches Conery 21813A302
3) *One (1)* – Simplex pipe kit consisting of the following:
   a) 5' section of schedule 80 PVC 1 ¼"

b) PVC elbow 1 ¼".
c) PVC check valve TBCD style 1 ¼".
d) PVC union.1 ¼"
e) PVC ball valve 1 ¼".
f) 1 ¼" male adaptor.
g) 1 ¼" adapt-o-flex grommet. (for pump discharge)
h) 2" adapt-o-flex grommet. (for electrical conduit)
i) 4" adapt-o-flex grommet. (for incoming line)

Following are list of items Jefferson County will provide to contractor for installation:

4) *Eight (8)* – Simplex Grinder Pump Units
5) *Eight (8)* – 24" X 60" fiberglass tank with solid lid and neoprene gasket.
6) *Eight (8)* – Simplex control panel 230 volt 1 phase, with alarm light

Work task will also include 1 ¼" SDR-11 HDPE service line from grinder pump to valve box at the property line, connecting 4" gravity line from house plumbing to proposed grinder pump, and abandon existing septic tank.

Contractor is to excavate and install the 24" dia. x 60" deep fiberglass basin, install the grinder pump unit and grinder pump electrical. Contractor is to furnish and place four sacks of sackcrete on the retainer ring and backfill with select material to be provided by the contractor. Set the pump in the basin on existing slide rails, set control box, and 30 amp disconnect (**Contractor Provided**), necessary electrical conduit and connect to house electrical with a licensed Electrician, all in accordance with National and Local Electrical codes.

3. Abandon Existing Septic tanks as Identified

Abandon existing septic tanks in place, including plugging all influent and effluent lines, vacuum out wastewater and sludge, hauling and disposal of the wastewater and sludge to an approved facility licensed to receive the waste, break down top and sides one foot (1') below natural ground, backfill and restore surface area to the original shape. Surplus excavated material from Grinder Pump installation, or 1 ¼ Grinder Pump service line may be used for this task.

4. Service Lines

Service lines location will be determined in the field between the contractor, and engineer. The following are the eighteen (18) addresses:

7257 Boyt	4048 Wells	8643 Phillips
8033 Boyt	8701 Phillips	8461 Landry
9382 Lawhon	5853 Martel	5808 Moonglow
7964 Boyt	7606 Boyt	8684 Phillips
7351 Boyt	7498 Boyt	7116 Faith
7763 Boyt	7727 Boyt	8664 Phillips

Specifications for Sanitary Sewer Construction

1. DEFINITIONS

Whenever the following terms are used in these specifications, their meaning will be construed in accordance with the definitions listed below:

A. OWNER – Jefferson County (Grantee), acting by and through its duly authorized representative.

A. ENGINEER – The Director of Public Works and/or authorized firms or individuals.

B. Inspector – A representative of the Director of Public Works, OWNER or ENGINEER stationed at the site of the work to secure conformity with the plans and specification, to keep a record of the work performed by the CONTRACTOR, and to serve in such other capacities as the ENGINEER may direct.

C. Plans – The plans shall include all drawings adopted by the OWNER pertaining to the work under this contract and shall include the printed detail drawings, which are a part of these specifications.

D. Profile – That portion of the plans showing a vertical section along the centerline location of the sewer.

E. ASTM Specifications – Specifications adopted by the American Society for Testing Materials governing the methods and procedures for manufacturing and testing materials and which bear appropriate alphabetical and numerical designations pertinent to the various items involved.

F. ASA Specifications – Specifications adopted by the American Standards Association governing the methods and procedures for manufacturing and testing materials and which bear appropriate alphabetical and numerical designations pertinent to various items involved.

2. ABBREVIATIONS

The following abbreviations will be used in these specifications and in proposals and contracts:

Cu. Yd. Or C.Y.	Cubic Yards	M.f.b.m.	Thousand feet board meas.
Sq. Yd. Or S.Y.	Square Yards	Lbs.	Pounds Lin. Ft. or
L.F.	Linear Foot	L.S.	Lump Sum
Sq. Ft. or S.F.	Square Foot	R.C.	Reinforced Concrete
Sq. In.	Square Inch	M.R.C.	Monolithic Reinf. Concrete
Min.	Minimum	Max.	Maximum

Other abbreviations, where used, shall be given their generally accepted meaning.

3. OTHER SPECIFICATIONS

Special specifications will be furnished where items to be furnished or constructed under the Contract are not covered by these Standard Sewer Specifications. Where provisions of such Special Provisions or Special Specification are in conflict with the Standard Specifications, the Special Specifications shall govern.

4. ACCESS

The ENGINEER and his duly authorized representatives shall have access to any part of the work at all times.

5. USAGE

The OWNER shall have the right to use any complete portion of the work at any time prior to the completion of the entire Contract where in the judgment of the ENGINEER, such use will not interfere with the operation of the CONTRACTOR. The use of completed portion of the work by the OWNER does not constitute an acceptance of the work by the OWNER.

6. SITE OF WORK

The OWNER will furnish all right-of-ways considered necessary by the ENGINEER for the construction of the work under contract as set forth in the General Conditions, however, whenever the CONTRACTOR deems it necessary to make use of private property for field office, space storage yard equipment or materials or for spoiling excess excavated materials, he shall make his own arrangements with OWNERS of such property and shall indemnify and save harmless the OWNER from any damages or claims resulting from such use.

7. TRAFFIC

A. The CONTRACTOR is referred to the General Conditions in regard to closing streets to traffic. In general, materials will not be stored in the streets without permission from the ENGINEER, however, when such permission is granted, materials shall be stored so as to obstruct public travel as little as possible and in no case shall there be less than 12 feet width of unobstructed road. Materials and/or parked equipment near the path of traffic shall be protected by warning lights at night. Where sewer trenches are excavated, blocking private driveways, the CONTRACTOR shall provide at his own expense suitable temporary bridges, to permit safe access to the private driveways. Suitable bridges for pedestrians shall be constructed at intersecting walk lines.

B. Not less than 24 hours before closing any street to traffic, the CONTRACTOR shall notify the Director of the Department of Traffic and Transportation of such necessary closing.

C. When any sewer trench crosses a dead-end street, the CONTRACTOR shall construct a bridge not less than 16 feet in width to permit ingress and egress to such dead-end street. Such bridge shall be of sufficient strength to carry the traffic normally using such street. The bridge shall be constructed immediately behind the excavating equipment. The start of excavation operations will not be permitted until sufficient material is on hand on the job-site to construct the bridge.

8. BARRICADES, WARNING AND DETOUR SIGNS

A. The safety of the public and convenience of traffic shall be regarded as of prime importance during construction. In all respects, public safety and convenience and provisions therefor, made necessary by the work, shall be the direct responsibility of the CONTRACTOR and shall be performed at his entire expense.

B. When any section of a street is closed to traffic, the CONTRACTOR shall furnish and maintain at each end of the closed section and at all intersecting streets at a distance of one block on each side of the work, Department of Public Works standard barricades, adequate warning and directing signs, lights, and red flags. All lights shall be kept burning from sunset to sunrise. The CONTRACTOR shall provide and maintain such standard barricades, signs, lights, and flags within the closed portion of the street as may be necessary to protect the work and safeguard local traffic, and only standard signs and barricades shall be used.

C. The CONTRACTOR will not be permitted to start any operation that will close a street or streets until the required barricades are in place.

D. Between sunset and sunrise, and at all times when construction operations are not in progress, the CONTRACTOR will provide and maintain a watchman on the site of the work whose prime duty shall be to maintain in a proper position and condition all barricades, warning and directing signs, lights and flags.

E. No direct compensation will be made to the CONTRACTOR for furnishing watchmen; furnishing, installing and maintaining barricades, warning and detour signs and their subsequent removal; and all other incidentals necessary for the proper direction, safety, and convenience of traffic during the contract period as this work is to be considered subsidiary to the several items for which unit prices are requested in the proposal.

9. UNDER-GROUND PIPES, DUCTS AND UTILITIES

A. It is the intention of the OWNER to show on the plans, the approximate location of all-underground utility lines, and structures except service connections to buildings.

Where gas, water and sewer lines exist in the vicinity, the CONTRACTOR should assume that service connections exist to each building.

B. Where pipes, ducts and other structures are encountered in the excavation, but are not shown on the plans (except service connections as set out above, the ENGINEER will measure in place, all excavation necessary for construction of the sewer that cannot, by reason of the presence of said pipe, duct, or other structure, be performed by the normal trenching machine, or other methods in use on the job. Measurement will be by the cubic yard, in place, without deduction for the space occupied by portions of the pipe, duct or other structure that are left in place across the trench. Payment will be made for the sewer and other installed appurtenances at the contract price in addition to the price paid for the "SPECIAL EXCAVATION".

C. Payment of the contract price for "SPECIAL EXCAVATION", measured as set out herein, shall be full compensation for all additional expense occasioned by encountering said underground pipe, duct or other structure, including additional equipment, additional work, additional use of equipment, delays, in completion of the work and delays to men and equipment, additional cost of excavation and disposal of excavated materials and of sheeting and shoring and every other item of expense occasioned by encountering said underground pipe, duct or other structure except that where the ENGINEER orders the CONTRACTOR to cut into or patch said pipe, duct or other structure, the CONTRACTOR will be paid for said cutting or patching as extra work.

D. Where underground pipes, ducts, or other structures are encountered in the excavation for sewer installation the CONTRACTOR shall, at his own expense, take adequate measures to protect them from damage.

E. Where shown on the plans that the sewer construction will require the removal and replacement of culverts, bridges or other structures, or of excavating beneath such culverts, bridges or other structures, such removal and replacement or otherwise crossing shall be at the CONTRACTOR'S expense, excepting the removal and replacement of surfacing which will be paid for at the contract price.

F. It shall be the responsibility of the CONTRACTOR to locate such underground installations sufficiently in advance of the trench excavation to preclude damage to same. Sewer pipe crossing trench and carrying small volumes of water may be temporarily disconnected to permit machine excavation at such location provided that any pipe damage in such removal shall be replaced at the expense of the CONTRACTOR with new pipe meeting the same specifications as the old pipe removed. In event pipe removed is not damaged in removal, it shall be reconnected immediately after location is cleared by the excavating machine at no expense to the OWNER. It is the responsibility of the CONTRACTOR to provide and install all necessary bracing, shoring, and sheeting necessary to support all sewer lines or other utilities crossing, projecting into or located near the sewer trench excavation at his own expense. Where it is necessary to plug an existing sewer it shall be the

responsibility of the CONTRACTOR to supply suitable plugs on the site before cutting the same.

G. Where it is considered necessary by the ENGINEER to provide supporting concrete beams for cross sewers due to excessive trench plans or other conditions the CONTRACTOR will make such installation in accordance with detail drawings or instructions issued by the ENGINEER. Payment for such an installation will be made under appropriate items, such as "Extra Reinforcing Steel", "Extra Excavation" and "Extra Concrete".

H. Payment for "Extra Material", as stated in Specifications – General Conditions, will be made for new material ordered placed in bridges and culverts when the material in the existing structures is not suitable for reuse. Any sound material damaged in removal shall be replaced by the CONTRACTOR and no payment for such material will be made.

10. BUILDINGS, POLES, PAVEMENT, TREES, ETC.

A. Buildings or other structures along the location of the work shall be fully protected by the CONTRACTOR from damage, which may result from slides or undermining, by adequate underpinning, shoring or bracing as the particular circumstances may require.

B. Fences located within any permanent or temporary construction easement or along the boundary line between any two adjoining easements may be removed by the CONTRACTOR, but any fences removed shall be replaced in their original conditions and location by men experienced in erecting that type of fence. Unless otherwise specified no additional payment will be made for removing or replacing fences.

C. Telephone poles, light and power and other poles of similar nature and privately owned signs and similar structures which are not located on private property will be protected and supported by the OWNER, but the CONTRACTOR shall not undermine or endanger such items until the OWNER has been notified and has taken necessary precautions to protect his interest. Poles within the limits of the required operation will be moved by their OWNERs.

D. Any damage to sidewalks, street pavements, curb and gutter, driveways, drainage structures, street signs, traffic lights or signs, or other public or privately owned property, made by CONTRACTOR'S construction operations and lying outside the normal lines of excavation will be made good by the CONTRACTOR at his own expense. The CONTRACTOR will not be held responsible for damage to the surface of streets resulting from the operation of trucks in connection with the work, provided they are not loaded beyond the legal limit, but he will be held responsible for damage caused by the operation of Crawler type or steel wheeled equipment.

E. Plants, trees, and shrubbery which are within the right of way within the normal limits of the excavation and between the outside edges of the trenching machine

shall, unless otherwise provided, by removed and disposed of by the CONTRACTOR, but the CONTRACTOR shall, where possible, shift the conveyor of the machine from side to side as necessary to avoid cutting plats, trees and shrubbery.

F. Other plants and trees along the location of the sewer line that may be injured by the trenching operation shall be protected to the satisfactions of the ENGINEER at no expense to the OWNER. Where the plans state the plants, trees and shrubbery shall be removed and replaced, the CONTRACTOR shall employ a competent nurseryman to supervise the removal, care and replanting thereof, and shall replace with equal stock any of the plants, trees, or shrubs that die due to negligence or mishandling. Where the sewer construction is in an easement across private property, the CONTRACTOR may make his own arrangements with the OWNER of the property relative to removal of tress and shrubbery lying outside the limits of the trenching machine.

11. FINAL CLEANUP

A. Upon completion of the work and before acceptance and final payment, the CONTRACTOR shall remove rubbish, unused materials and temporary structures from the limits of the project and restore, in a manner acceptable to the ENGINEER, all property both public and private that has been damaged during the prosecution of the work, and shall level and grade all portions of the work where the surface of the natural ground or street surface has been disturbed during construction, and shall leave the site of the work in a neat and presentable condition, free from ruts or holes.

B. Materials cleared from the limits of the project shall not be deposited on adjacent property unless prior approval is obtained from the property OWNER involved.

C. No payment will be made for this work, its cost being included in the unit price bid.

12. ORDER OF COMPLETION

A. Unless otherwise specified or agreed, construction shall start at the lowest point of the sewer and proceed upgrade without gaps so that all completed portions of the sewer will be connected to the outlet and so that any old sewers crossing through the new sewer trench can, if the ENGINEER so orders, be connected to the sewer immediately.

B. When any portion of the work has been started, the CONTRACTOR shall proceed vigorously with the work through its various phases, including laying of the sewer, manhole construction, backfill, water tamping and cleanup and no extended lapse of time between the completion of one operation and the beginning of the next will be permitted, the various operations being carried on simultaneously where possible.

C. No more than 900 feet of sewer larger than 24" or 1500 feet of sewer 24" or smaller, within traveled streets, for each trenching machine operation, shall be allowed to remain uncompleted at any one time.

D. Manhole construction, street replacement, and cleanup are included in these requirements, except that the ENGINEER may order a delay in replacement of street surface material if, in his opinion, the trench is too soft to support same. An authorized delay in one operation does not extend to the other operations, as for example, an authorized delay in setting a manhole casting does not excuse the CONTRACTOR from his obligation to immediately complete cleanup work. The ENGINEER is authorized to refuse to give grades and to stop trenching operations at any time when such additional trench would exceed the 900 foot and 1500 foot limits herein.

E. Where the work includes a system of sewers on parallel (or nearly parallel) streets in the same area, no excavation shall be started in any street within one block of any parallel street previously excavated, until the said previously excavated street has been backfilled, water tamped and opened to traffic and the order in which the various street are excavated shall otherwise be arranged to minimize interference with fire protection and access to homes and other buildings within the area.

13. DAILY REPORTS

Inspectors are required to make daily reports, which, except for the ENGINEER'S record of grades and final measurement, are the sole record of the work performed. The CONTRACTOR shall arrange to have these records signed each day by his authorized representative. It shall be the duty of the CONTRACTOR**'S** representative to note upon the face of these reports any matter in which his records differ from those of the Inspector. The absence of any such entry CONTRACTOR indicates by the agreement with the Inspector's records, both as to accuracy and as to completeness. All work covered by verbal or written instruction, authorized deviation from the plans or specifications, and a complete record of all regular and extra work performed shall be entered on the daily reports. Should the CONTRACTOR be in complete disagreement with the Daily Report as prepared by the Inspector, he shall so note thereon and make reference thereon to this separate report which shall be submitted to the ENGINEER within two days (Sundays and Legal Holidays excepted).

14. TRENCH SAFETY SYSTEMS

A. DESCRIPTION: This item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project and including all additional excavation and backfill necessitated by the protection system. A trench shall be defined as a narrow excavation (in relation to its length) made below the

surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet.

15. CONSTRUCTION METHODS

A. Trench safety systems shall be accomplished in accordance with the design set out in the provision of Excavations, Trenching and Shoring, Federal Occupational Safety and Health Administration Standards, 29CFR, Part 1926, Subpart P, as amended, including Proposed Rules published in the Federal Register (Vol. 52, No 72) on Wednesday, April 15, 1987, and any revisions to the "Proposed Rules" issued prior to the bid date. The specifications by reference include Sections 1926-650 through 1926-653. Legislation that has been enacted by the Texas Legislature (H.B. No. 662 and H.B. No. 665) with regard to Trench Safety Systems, is hereby incorporated, by reference, into these specifications.

B. If the CONTRACTOR elects to use a trench protective system that, in the Proposed Rules, requires "Design by a qualified person or a qualified ENGINEER", (for example, see 1926.652 (b)(3) and 1926.652 (c)(4)), the qualified person or qualified ENGINEER shall be a Professional ENGINEER registered in the State of Texas.

16. INSPECTION

The CONTRACTOR shall make daily inspections of the trench safety systems to ensure that the systems meet OSHA requirements. Daily inspection is to be made by a competent person, provided by the CONTRACTOR. If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the CONTRACTOR to safeguard personnel entering the trench. It is the sole duty, responsibility and prerogative of the CONTRACTOR, not the OWNER or ENGINEER, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The CONTRACTOR shall maintain a permanent record of daily inspections.

17. INDEMNIFICATION

The CONTRACTOR shall indemnify and hold harmless the OWNER, its employees and agents, including the ENGINEER, from any and all damages, costs (including, without limitation, legal fees, court costs, and the cost of investigation), judgements or claims by any one for injury or death of persons resulting from the collapse or failure of trenches constructed under this contract.

18. SEWER TRENCHES

A. Except as otherwise specified or shown on the plans, all sewers shall be constructed in open cut trenches with vertical slides excavated with a ladder type trenching

machine. Excavation for inlet leads and for sewer stubs to be laid transversely across the street may be made with a trench hoe. Excavation, which, because of surface or underground obstruction, would be inaccessible to a ladder type trenching machine, may be made with other suitable types of equipment. Where machines other than ladder-type trenching machines are sued, excavated material composed of large chunks and clods shall not be used for backfilling, and such material shall be disposed of by the CONTRACTOR and other suitable material for backfill shall be provided without additional expense to the OWNER.

B. Trenches for pipe sewers smaller than 30-inch pipe shall have a width below the top of the pipe bell or other joint of not less than the outside diameter of the pipe plus 12 inches and not more than the outside diameter of the pipe plus 18 inches. Trenches for pipe sewers 30 inches and larger shall have a width below the top of the pipe of not less than the outside diameter of the pipe plus 16 inches and shall be wide enough to permit making up the joints but shall not be wider than the outside diameter of the pipe plus 24 inches.

C. Where the available right-of-way is not sufficient to permit the use of a trenching machine, the trench may be excavated by other suitable methods. Trenches for sewers 30 inches and larger laid with Class "A" Bedding, having rubber type joints on concrete pipe or joints having resilient properties on clay pipe, made as provided herein under Item 3, 16, per (d) shall have a width below the top of the pipe, of not less than the outside diameter of the pipe, plus 12 inches and not more than the outside diameter of the pipe plus 18 inches. Where test boring logs are shown on the plans, these represent one man's interpretation of borings, usually made by power augers, and were primarily for the ENGINEER'S use in design and in determining approximate quantities of various types of construction. Such information is not in any way guaranteed and the OWNER assumes no responsibility whatever for the accuracy thereof.

D. Trenches for monolithic sewers shall have a width adjacent to the sewer section equal to the outside diameter of the sewer plus the thickness of any sheathing timber extending below the top of the concrete. Above the tops of pipe bells or monolithic concrete sewers, the width of the trenches may be greater than the limits specified above by an amount sufficient only to permit placing sheathing and bracing timers and to permit installation of well point headers or manifolds and pumps in the trench where the depth of trench is such as to make it uneconomical to pump from surface installation. Sufficient space must be provided between cross braces to permit handling of forms, pipe, and other materials.

E. No excavated material shall be deposited on the gravel, shell, asphalt, concrete or other paved area of any roadway or sidewalk, or on any lawn, garden or shrubbery and such material shall be handled in such manner as not to obstruct drainage. Where necessary for compliance with this provision, the material shall be hauled.

19. DEWATERING TRENCH

No sewer pipe or monolithic sewer shall be laid in a trench in the presence of water. All water shall be removed from trench sufficiently ahead of the sewer placing operation to insure a dry, firm bed on which to place the sewer, and the trench will continue to be dewatered until after all concrete and mortar is set. Removal of water may be accomplished by bailing, pumping, or pumping in connection with well point installation ass the particular situation may warrant.

20. SHEETING AND BRACING

A. Where necessary in the ENGINEER'S opinion, the sides of the trench or other excavation shall be braced and rendered secured to the satisfaction of the ENGINEER.

B. In sewer trenches and other excavations having vertical sides, sheeting and bracing necessary to support the sides of the excavation in a vertical plane shall be installed. In trenches for monolithic sewers, flooring shall be installed as bracing to support the bottom of the vertical sheeting. Flooring shall be set solidly against undisturbed earth in the bottom of the trench. Where voids are left below the flooring the boards shall be spaced approximately two inches apart to permit the concrete to flow between the boards to fill the voids. In no case shall loose earth be permitted to remain beneath the flooring.

C. After the excavation has been backfilled and water tamped, steel or other sheeting may be pulled, otherwise sheeting and bracing, once installed may not be removed without the consent of the ENGINEER.

21. SURPLUS EXCAVATED MATERIALS

A. Any surplus excavated material shall be hauled and disposed of as directed by the ENGINEER. If the ENGINEER notifies the CONTRACTOR that the OWNER does not have use for this material, it shall become the property of the CONTRACTOR to dispose of as he wishes without injury to the OWNER or any individual. Where the ENGINEER orders the surplus material removed to some definite place, the CONTRACTOR will be paid for all haul in excess of one quarter mile (1320 feet) at the price bid per yard quarter. No extra compensation will be paid for this work where the haul is within the 1320 limit.

B. The route over which earth haul is to be made and paid for by the OWNER will be designated by the ENGINEER and shall be the shortest practical route. Earth haul shall be computed by use of cubic yard volume quantities measured in place prior to excavation, and the actual average hauled distance measured to the nearest one-eight mile from the center of gravity of the site of excavation to the center of gravity of the volume filled ad directed. Under conditions of excavation and haul

where measurement of volume prior to excavation and haul where measurement of volume prior to excavation is impractical the OWNER may elect to determine such volume quantities by truck measure and the CONTRACTOR will be required to sue such methods as necessary to permit obtaining the best practical accuracy.

C. If excavated material is left on the street, and this material becomes mixed with material excavated by the Water Department, paving CONTRACTORS, the Gas Company, or other public corporations or with that of any other firm, corporation or individual excavating on any of the OWNER'S streets and if the CONTRACTOR does not protect himself by removing his material before anyone else can mix other material with his, or if he does not put up proper partitions or barriers to keep this material separated from the other man's material, then the ENGINEER shall be the sole judge as to who is responsible for this excavated material, and his decision shall be binding on all parties. If the CONTRACTOR does not remove this material when directed by the ENGINEER, the ENGINEER has the right, under this contract and these specifications to hire trucks and men to remove this material and to deduct the cost of same from any estimate due to the said CONTRACTOR.

22. BACKFILLING

A. Backfilling shall not be started over pipe sewers until all of the steps required under "Pipe Bedding" of "Pipe Sewer, Leads and Stubs" of this specifications, have been completed. Backfilling over pipe sewers with Class "A" bedding shall not be started until the day following the placing of the cement stabilized sand. Backfilling over monolithic reinforced concrete sewers shall not be started until the concrete has a compressive strength of 1000 lbs. per sq. in., for curricular sewer, or 2000 lbs. per sq. in., for box sewers.

B. Loose earth backfill shall be placed to the top of the existing trench and then the backfill shall be jetted with water by the use of jets from the bottom. These jets shall remain in place until the water appears on the surface. No surface flooding will be allowed for this section of the backfill. After the backfill takes its initial settlement, if the settlement is more than one foot below the proposed or existing pavement or the original ground surface, more earth backfill shall be placed to bring the backfill up to one foot below the proposed or existing pavement. This additional backfill shall be water tamped by surface flooding. The last one foot of backfill up to the existing or proposed pavement or original ground shall be backfilled in layers and compacted by the use of power equipment, tractors, trucks, etc., to not less than 100% of the density of the original undisturbed soil.

C. The cost of backfilling as described above, together with all work and expense incidental thereto, shall be included in the price of the work constructed and no separate compensation will be made thereof.

23. SPECIAL BACKFILL

A. Where backfill with special materials is included as a pay item ("Special Backfill") the materials used will be paid for as indicated on bid proposal, which shall be full

compensation for furnishing and placing the material, for disposal of excess earth displaced thereby and for all other work and expense incident thereto necessary to complete the work.

B. Where "Special Backfill" is placed in a trench which has been cut wider than is permitted by "SEWER TRENCHES" of "EXCAVATION" in this specification, or has been allowed to cave to a greater width than that specified, the trench shall be backfilled for its entire width with the special material ordered, but no payment will be made for the additional material required on account of the excess trench width.

24. EXTRA EXCAVATION

Work performed under this item shall consist of the excavation of material at locations specifically designated by the ENGINEER, and which is not included under other bid items contained in these specifications. "Extra Excavation" will be measured by the cubic yard in its original locations.

25. BASIS OF PAYMENT

A. No direct payment will be made for trench excavation, handling and disposal of excavated material, or backfilling trenches and the cost of such work shall be included in the prices for the sewers, manholes, inlets and other structures and appurtenances. Payment as herein described will be made for "Extra Hauling", "Special Backfill", "Extra Excavation", "Dewatering Trench", "Sheeting and Bracing", and as described under "UNDERGROUND PIPE, DUCTS AND UTILITIES" of "GENERAL" for "Special Excavation" where such work has been ordered by the ENGINEER and performed by the CONTRACTOR. No additional payment will be made for any subsequent additional settlement, which might occur in the backfill after its original completion.

B. When sewer trenches are excavated through ground that has been previously filled and foreign matter is found in the fill, covered with earth in such a manner as not to be evident from the surface and such foreign matter cannot be removed by the trenching machine, the CONTRACTOR will be paid for necessary removal of such foreign matter, as provided for in extra work. In such cases, no additional payment will be made on account of old trench sheeting or bracing encountered where the excavation crosses old trenches.

26. MONOLITHIC REINFORCED CONCRETE SEWERS

A. DESCRIPTION: The work to be performed under this specification shall consist of the construction of monolithic reinforced concrete sewers complete in place.

B. Otherwise specified, sewers constructed under this item shall conform to drawings prepared by the OWNER, which drawings are included with these specifications unless pipe sewer or special construction is in accordance with this item.

27. CONSTRUCTION METHODS

A. After the trench has been excavated in accordance with "EXCAVATION" of these specifications, that portion of the sides of the trench that will be in contract with the concrete shall be hand trimmed and shaped to conform to the section of the sewer to be constructed and the bottom of the trench shall be fine-graded to the grade established. Below the grade line so established, no backfill will be permitted. Where time sheathing or flooring is used, proper allowances for time thickness shall be made.

B. Upon completion of the trench the CONTRACTOR shall place the reinforcing steel and forms and securely brace them in the proper position and place concrete in accordance with "CONCRETE FOR SEWERS AND APPURTENANCES" of this specification. The top of sewer shall be finished by hand with a wooden float, and thickness shall be checked with a wire gauge.

C. The CONTRACTOR shall, at his own expense, furnish and place in position as directed by the ENGINEER, all necessary stakes, grade and batter boards for locating the work. The grade boards shall be one inch by three inches, and planed on all four sides to truly parallel faces. The boards and all location stakes must be protected from injury or change in location. The sound twilled lines for use in giving lines and grades and the necessary plummets and graduated poles approved by the ENGINEER.

28. FORMS

A. Suitable collapsible centers or forms with smooth surfaces of ample strength shall be provided and rigidly braced. The bracing shall be adequate to prevent deviation from the correct lines. All steel forms shall be neatly and accurately made with all similar parts in each longitudinal section interchangeable with other sections. Bent plates required to fit shall be rolled and fabricated to the correct curves before assembly. Suitable forms shall be provided for bends in the sewer. Steel filler plate shall be furnished. All wooden forms shall be built of clean, sound lumber, reasonable free from knots, dressed on all sides, and neatly fitted. Tongued and grooved material shall be used where required. The form surface shall be watertight, securely fastened to the ribs or supports. No forms built up in the trench not ribs with separated pieces of wooden lagging will be allowed except for specials or curves. No center no form shall be used, which is not clean, is of improper shape or strength or in any way unsuitable. Before placing concrete or reinforcement, the forms shall be coated with lubricants to prevent the adherence of concrete.

B. Circular forms shall be set on concrete blocks of proper thickness approximately 4" X 6" in dimensions, spread about 5 ft. on centers along the sewer and depth to provide for proper support and cover of reinforcement.

C. Forms must remain in place until the concrete has set sufficiently to carry its own weight in addition to any external load which shall be applied at the time of removal, or shortly thereafter.

D. When the prevailing air temperature is above 50° F and for sewers 72 inches and smaller, forms must not be removed in less than 15 hours.

E. When temperatures are below 50° F or the sewers are larger than 72 inches in diameter forms shall not be removed until concrete has attained a compressive strength of 500 pounds per square inch.

F. Rangers, struts, or other bracing immediately above the sewer shall not be removed until the concrete has attained a minimum compressive strength of 1000 pounds per square inch.

G. The strength of the concrete shall be determined by cylinder tests. Cylinders for these tests shall be kept at job temperatures and under job conditions and shall be made and broken by the laboratory designated by the owner's expense.

29. REINFORCING STEEL

A. Reinforcing steel shall comply with the General Specifications for Reinforcing Steel, Item 9, with the exception that the price bid for monolithic reinforced concrete sewer shall include standard reinforcement as shown on the OWNER'S drawings.

B. Circumferential reinforcement shall be elliptical in shape with the minimum cover of concrete as shown on drawings. Splices in circumferential reinforcement shall be centered on a diameter of 45 degrees from the vertical and shall alternate on each side of the vertical diameter.

C. Bends shall be reinforced in accordance with Drawings in these Specifications when the type of bend shown thereon is constructed.

30. CONCRETE

Concrete for monolithic reinforced concrete sewers shall conform to Class "A", and shall be placed in accordance with "CONCRETE FOR SEWERS AND APPURTENANCES" and shall be proportioned in accordance with the pertinent specifications.

31. JUNCTION OF MONOLITHIC SEWERS

Unless special structures are approved, junction of monolithic sewers shall be made by fitting the form of the branch sewer to the side of larger diameter sewer. Any additional concrete or reinforcing steel in top or bottom that may be ordered by the

ENGINEER shall be paid at the unit price bid for concrete Class "A" and Reinforcing Steel.

32. STUBS

A. Stubs of monolithic sewers shall consist of short lengths constructed from a trunk or main sewer, or a short length of different size extended for future connection only.
B. Stubs shall not exceed 75 feet in length and all sewers longer than 75 feet shall be classified as sewer for its length.

33. METHOD OF MEASUREMENT

A. (Monolithic Sewers and Stubs) Longitudinal measurement shall be made along the centerline of the sewer from face of headwall or outfall structure or inside face of box sewers or special structures and shall continue through manholes to point of change in size. Where no special structures are provided at junctions, measurements shall be made from the centerline of sewers. Where bends are constructed in accordance with drawing measurement will be made to the intersection of the two long tangents if the center tangent is less than two feet. If the center tangent connecting the two long tangents is longer than ten feet, measurement will be made along the center tangent.
B. Depths shall be measured along the centerline of sewer from the surface of the ground to the flow line of the sewer at intervals not to exceed fifty (50) feet and at break in the profile of the natural ground. The method of measurement across ditches and gullies described in "METHOD OF MEASUREMENT" of "PIPE SEWERS, LEADS AND STUB" of this specification for pipe sewers shall apply also to monolithic sewers.

34. BASIS OF PAYMENT

A. All monolithic reinforced concrete sewers, laterals, and stubs measured as set out above shall be paid for at the unit price bid by the CONTRACTOR, complete in place, of the type, size, and depth constructed.
B. The unit price bid for monolithic reinforced concrete sewer shall include full compensation for furnishing all labor, equipment, and material, including all reinforcing steel, and concrete for all excavation, shaping of trench bottoms, bracing, sheeting and excavation, and flooring; for all backfilling, tamping backfill, removed or surplus excavated materials as set out and included under "EXCAVATION", of these specifications; and for all cleanup and incidentals necessary to construct the sewer complete in place.

35. PIPE SEWERS, LEADS AND STUBS

A. DESCRIPTION: The work to be performed under the specifications shall consist of the furnishing and the installation of pipe sewer main, laterals and stubs including all excavation, backfill, and disposal of surplus excavation. The type or types of pipe to be furnished and installed under the contract will conform to the type or types designated on the plans and as set out on the bid proposal sheet.

36. PIPES

A. Pipe shall be furnished in accordance with the sizes and types indicated on the plans and set on the proposal sheets and shall conform to the pertinent specifications listed below or to other specifications that may be on the plans or in the Special Provisions. Where the plans or Special Provisions do not indicate the specification under which the pipe is to be furnished, the pipe supplied shall be in conformity with the ASTM Specification listed below which provides strength requirements not less than those shown in the table herein of "Types of Pipe Required for Various Depths to Flow Line".

B. Pipe shall be supplied which has been manufactured in accordance with the latest revision published by the American Society for Testing Materials of the following specifications:

Concrete Sewer Pipe (Non-Reinforced, Standard Strength and Extra Strength) shall be ASTM Designation C-14.

Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe (usually referred to on plans and proposals as Reinforced Concrete Pipe or R. C. Pipe) shall be "Classes I, II, III, IV and V, ASTM Designation C-76, Clay Sewer Pipe, ASTM Designation C-700, Extra Strength Clay Sewer Pipe, ASTM Designation C-700.

C. Reinforced concrete pipe to be used with cold compound joints, as herein described, may have bell and spigot, or tongue and groove joints. Reinforced concrete pipe for use with rubber or neoprene gaskets, and clay pipe with joints using materials having resilient properties shall have joints designed and precision made for use with joint material supplied. Pipe to be used with hot poured compound joints shall have bell and spigot joints.

D. All reinforced and non-reinforced concrete pipe shall be subject to the requirements of "Hydrostatic Test" as described in ASTM Designation C-700. Other methods of testing that will demonstrate the required water tightness of the pipe may be approved by the ENGINEER. These tests will be made as directed by the ENGINEER by a testing laboratory employed by OWNER. On private contracts, the CONTRACTOR shall supply the OWNER with a Certificate of Compliance with the

tests from a recognized testing laboratory. The certificate shall be made available to the Inspector at the time the pipe is delivered on the job, and before the pipe is laid in the trench.

E. Types of Pipe and Pipe Bedding Required for Various Depths To Flow Line. Pipe shall be laid in trenches in accordance with these flowing specifications: (These requirements govern where the kinds of pipe bedding have been shown on the Plans or in the Special Provisions of Proposal Sheets).

FOR WASTEWATER COLLECTION (SANITARY SEWER) LINES

Polyvinyl Chloride (PVC) Pipe SDR ASTM D3034	All available sizes	Class of Bedding and Max. Depth in accordance with current recommendations
Polyvinyl Chloride Truss Pipe ASTM D2680	All available sizes	Class of Bedding and Max. Depth in accordance with current recommendations
Ductile Iron Pipe ANSI/AWWA C150/A21.5	All available sizes	Class of Bedding and Max. Depth in accordance with current recommendations

37. TRENCH INSPECTION OF PIPE

Previous to laying the pipes and specials, which have been delivered along the trenches, they shall be subjected to rigid trench inspection, and those which do not meet the requirement set forth in the specifications, will not be used.

38. PIPE BEDDING

A. The pipe shall be bedded in the trench as described herein for the class of bedding required by the plans and specifications. Unless otherwise specified, pipe 15" or less in size shall be laid with Class "B" Bedding and pipe larger than 15" shall be laid with Class "A" Bedding. In every case where trenches have been excavated below the specified depth for Class "B" Bedding, the pipe shall be laid with Class "A" Bedding, Class "A" Bedding shall be done in the following manner:

1) The bottom of the trench for the pipe barrel shall be excavated to a line parallel to the flow line of the pipe and to a depth of not less than one (1) inch below the bell when bell and spigot is used, and not less than three (3) inches below the outside surface of the pipe barrel when tongue and groove pipe is used. The cement-stabilized sand shall be spread over the entire bottom of the sewer trench to the flow line grade of the sewer after which a subgrade conforming to the outside shape of the pipe shall be prepared.

B. Cement stabilized sand shall be composed of San Jacinto sand or bank sand that is free from clay lumps and not less than one and one-half (1½) sacks of Portland cement per cubic yard of mixture, mixed in a mill type mixer. This material will be used to backfill the sewer trench up to the horizontal diameter of the pipe after it loses its moisture content or dries out. This mixture shall be rodded in the trench and the area between the horizontal diameter of the pipe and the bottom of the trench shall be free of cavities.

C. Loose earth backfill materials shall be placed to a depth of six (6) inches above the pipe before ceasing operations for the day. No backfill in excess of six (6) inches above the top of the pipe shall be placed on the same day the pipe is laid and bedded. Backfill above the pipe shall be done as set out in "SPECIAL BACKFILL" of "EXCAVATION". Where the trench bottom makes water to the extent soft unstable conditions are produced, washed shell must be substituted for cement stabilized sand under the pipe.

D. Class "B" Bedding shall be done in the following manner:

2) The bottom of the sewer trench shall be accurately shaped by hand to conform to the slope of the lowest 90 degrees, 45 degrees on each side of the centerline of the circumference of the pipe taking special care to provide uniform bearing for the entire length of the pipe and to provide depressions for bell ends of each pipe. Clay or other material, free from large lumps, shall be place over and around the pipe in layers and hand tamped up to a minimum of one (1) foot above the top of the pipe, after which the remainder of the trench may be backfilled as set out in "SPECIAL BACKFILL" of "EXCAVATION". Where Class "B" Bedding has been specified, the CONTRACTOR may, at his option, substitute Class "A" Bedding, but no extra compensation will be allowed for the substitution.

E. Where there is likelihood, because of soil conditions, that various parts of the sewer will be laid with different types of bedding, separate contract items such as "Washed Shell in Trench Bottom", "Special Section No. 5 for ____ inch Sewer" where such items shave been provided, payment for these items, when constructed will be made in addition to the price for "Sewer".

F. Attention is directed to the fact that the use of well points may be required where Special Section No. 5 is not ordered. The unit price bid for well pointing shall be full compensation for the entire will pointing operation.

39. INSTALLATION OF PIPE SEWERS

A. No pipe shall be installed in the trench until the excavation has been completed, the bottom of the trench shaped, and the trench has been approved for condition, line and grade by the ENGINEER.

B. The CONTRACTOR shall, at his own expense, furnish and place in position as directed by the ENGINEER, all necessary stakes, grade and batter boards for locating the work. The grade boards shall be of such size timber as the ENGINEER directs and be substantially supported. The batter boards shall be one (1) inch by three (3) inches, planed on all four sides to truly parallel faces. The boards and all location stakes must be protected from injury or change of location. The CONTRACTOR must also furnish, at his own expense, good sounds twilled lines for use in giving lines and grades, the necessary plummets and graduated poles made of a form approved by the ENGINEER.

C. The pipe and specials shall be so laid in the trench that after the sewer is completed, the interior surface there of shall conform accurately to the grades and alignments fixed and given to the ENGINEER.

D. All sewers must be laid in perfectly straight lines, so that a light can be seen from one manhole to the other, even for the smaller size of sewers.

E. The pipe shall be fitted together and matched so that when laid in the work they will form a sewer with a smooth and uniform invert.

40. WASHED SHELL (OR OTHER SPECIFIED MATERIAL) IN TRENCH BOTTOM

A. Where the earth in the trench bottom does not, in the opinion of the ENGINEER, provide a suitable foundation for the sewer, the CONTRACTOR shall, where ordered by the ENGINEER, place washed shell (or other specified material) in the trench bottom under, around and over the sewer. Where this work is ordered, the CONTRACTOR may be provided with a special plan, or will be given special instructions showing the depth of this material to be placed below the grade of the sewer and the height of material to be placed above the grade of the sewer.

B. Payment of the contract price for "Washed Shell (or other specified material) in Trench Bottom" shall be full compensation for all excavation of additional trench depth (which will in no case exceed twelve (12) inches below the bottom of the pipe) necessary to place the material ordered, disposing of excess excavated material, supplying and placing the material including the necessary compacting and fine grading, and all other work and delay incident to placing the material in the trench as above described. No payment will be made for washed shell substituted for cement stabilized sand in Class "A" Bedding.

C. Measurement will be based on verified basic quantities indicated for material on Bid Proposal, usually per linear foot of trench for designated sewer size.

D. When, in the opinion of the ENGINEER, soil conditions in the bottom of the trench are such that "Wet Sand Construction" is necessary, the CONTRACTOR shall, in orders from the ENGINEER, construct the sewer in accordance with the details shown on the drawing for special trench "Wet Sand Construction", which drawing is included in these specifications.

E. Payment of the contract price per lin. ft. for "Wet Sand Construction" in addition to the price for constructing the sewer, shall be full compensation for all additional

work, materials, equipment use, delays, and all other items of expense incident to construction of the "Wet Sand Construction". No payment will be made for "Washed Shell" in trench bottom, where "Wet Sand Construction" is paid for, except that any "Washed Shell" ordered in the trench bottom in excess of that shown on the drawings will be paid for as "Washed Shell" in the trench bottom.

F. Special plans for other types of construction of sewers in unstable soil will be provided as found necessary during the progress of the work. The CONTRACTOR will be paid for such work at the contract prices for the items involved.

41. JOINTS IN CONCRETE OR CLAY PIPE

Joints in both reinforced and on-reinforced concrete pipe and in clay pipe shall be made as nearly water tight as possible by any of the following methods. The CONTRACTOR shall be fully responsible for choosing methods, using workmanship and materials and such other precautions as may be necessary to secure the required water tightness. Two pipes may be joined on the bank by the hot-pour method and joints shall not be used on pipe 24" in diameter or larger, unless approved by the ENGINEER.

A. Bell and Spigot Pipe—Cold Compound Joints: Joints shall be made with a plastic joint sealing compound supplied in pre-formed strips of uniform size. The strips shall be protected by a two-piece wrapper so that one piece of the wrapper may be removed to permit installing the material on the joint while the other wrapper is left in place over the material until immediately completing the joint. The material shall contain 55% to 60% bitumen and 35% to 45% inert mineral filler. It shall not contain more that 5% of a volatile matter. Material that depends upon evaporation of a solvent for hardening to proper consistency will not be acceptable. The joint material shall have the following capabilities:

1) Impervious to water
2) Readily adhere to the pipe surface in the joint
3) Will not run or sag in the joints and will remain firmly in pace on one surface to the joint before the joint is assembled.
4) Will show no deterioration when immersed for 5 days, separately in each of the following solutions:

   5% H_2SO_4, Saturated H_2S, 5% K(OH)

5) Will not be squeezed out of the joints by internal or external hydrostatic pressure during exfiltration tests, water tamping or from ground water above the level of the sewer.

B. The joints shall be made as follows:

1) Cost the entire interior surface of the bell and exterior surface of the spigot that will be in contact with the joint compound, with a suitable primer of the type recommended by the manufacturer of the joint compound. Allow the primer to dry and harden. Remove the wrapper from one surface of a strip of joint where the cylindrical surface of the bell meets the plane surface at the base of the bell.

The primed surface shall be carefully cleaned before applying the joint material. Press the compound firmly into place, leaving the outside wrapper covering the joint compound. Wrap a strand of jute, of a size sufficient to accurately center the spigot in the bell, around the spigot of the next pipe to be laid. Sealite Yard or other material of a similar nature that has been approved by the ENGINEER may be used in lieu of jute for additional water tightness. If the joint is to be made in a wet trench, cover the end of the spigot with a narrow strip of joint compound before inserting it into the bell.

2) Remove the wrapper covering the joint compound in the bell of the last pipe and insert the spigot end of the next pipe, pushing it firmly into the joint material in the bell. Pack the jute tightly into the joint with a suitable caulking iron. Complete the joint by filling it out completely with another strip of joint compound of adequate size tightly packed into the bell by caulking or other means.

C. Bell and Spigot Pipe – Hot Poured Compound Joints: Will not be permitted.

D. Joints with Rubber Type Gaskets and Materials Having Resilient Properties: For concrete pipe (reinforced and non-reinforced) joints of this type shall conform to specifications for "Joints for Circular Concrete Sewer and Culvert Pipe, Using Flexible WaterTight Sewer and Culvert Pipe, Rubber-Type Gaskets", ASTM Designation C-433.

E. Clay pipe joints of this type shall conform to specifications for "Vitrified Clay Pipe Joints Using Materials have Resilient Properties", ASTM Designation C-425. Item 7(e) of ASTM C-425 specifications is eliminated herein and leak tests for this type of joint will be made as set out in "Specifications for Testing Sewers for Leakage."

F. Special care shall be used and sufficient force shall be applied to insure that the joints are pushed in accordance with the published instructions of the manufacturer. Such joints are not to be pointed on the outside with mortar.

G. The CONTRACTOR shall supply the ENGINEER with a statement from the manufacturer or other competent authority, certifying that the joint materials meet the requirements of the specifications. He shall also supply a statement from the manufacturer of gaskets not fabricated with the pipe, showing the type and dimensions of the pipe joint for which the gaskets are designed and the pipe shall be in conformity therewith.

H. Tongue and Groove Pipe—Cold Compound Joints: Joint compound of the same form and material as that specified herein for "Bell and Spigot—Cold Compounds Joints" shall be used in tongue and groove joints. The joints shall be made as follows:

1) Coat the entire surface of the groove and exterior surface of the tongue, including both the conical surfaces and the entire end surfaces with a suitable primer of the type recommended by the manufacturer of the joint compound. This may be done on any size pipe, either at the pipe plant or the job site, but the pipe must be clean when the primer is applied. No primer shall be applied over mud or dirt.

2) Before laying a pipe in the trench; install one strip of joint compound entirely around the spigot where the groove meets the pipe barrel, and one strip in the groove at its base where the groove meets the barrel of the pipe. Remove the wrapper from one side only of the joint material, leaving the wrapper on the outside of the material until immediately before pushing the pipe into its final position. Remove any joint material pushed out into the interior of the pipe that would tend to obstruct the flow.

I. General: Joints made with cold compound shall be pulled home by means of a suitable winch or other suitable power equipment or a come-along. The use of a bar stuck into the ground for this purpose will not be permitted on pipe larger than 10 inches. A bar may be used to push home the joints in pipe 10" and smaller, provided the joints are pushed all the way home, and this will be checked by measuring the laid length per joint so that the number of joints multiplied by the laying length per joint must equal the actual length of sewer in any given section of sewer. Pipe shall be pulled home in a straight line with all parts of the pipe on the line and grade at all times. No side movement or up and down movement of the pipe shall be permitted during or after the pulling operation. Robber gasket joints shall be pulled or pushed home by any suitable means that will provide adequate pressure to insure proper assembly of the joint.

J. Where sewers are laid along streets, having asphalt or concrete surface, for the purpose of providing service to the abutting property, the CONTRACTOR shall construct stubs across pavement lying between the sewer and the property to be service, at such locations as the ENGINEER may designate. In general, (but not necessarily) stubs will be placed for existing houses only and one stub will be used to serve two adjacent lots. Where possible, stubs shall have a minimum cover of three (3) feet below the bottoms of ditches and gutters, and shall be placed at greater depths where such depths are necessary, in the opinion of the ENGINEER, to adequately serve the abutting property. Stubs, where constructed as outlined above, will be paid for at appropriate contract prices.

K. Joints in A.B.S. Composite Pipe: Shall be made with a sleeve coupling of the same (A.B.S.) composition as the pipe and either chemically welded or sealed with "O" Ring gasket and back-up ring. Joints between A.B.S. composite pipe and other pipe shall be made by means of an adapter coupling or sleeve caulked per tees and wyes required

shall be manufacturer's standards for these items and shall not be fabricated in the field except where necessary on existing sewers.

42. METHOD OF MEASUREMENT

All pipe installed in accordance with the above specifications and accepted by the ENGINEER shall be measured by linear foot of the size and at the depth installed. The depth shall be measured from the flow line of the pipe to ground surface over the centerline of the pipe at the time of construction.

A. Depth measurements shall be made at manholes, at intervals not to exceed fifty (50) feet between manholes, and at breaks in the profile of the ground, at the time of construction.
B. The length of sewer mains and laterals will be measured between centers of manholes where in installation involves the connection of sewer into a manhole at each end of the line being measured.
C. When the installation involves a connection to an existing stub, the measurement shall be made from the end of the stub to the center of the manhole on the work being measured. Sewer stubs shall measured from the end of the stub to the center of the manhole to which the stub is connected. Single joints of pipe constructed with a manhole are considered a part of that manhole and no additional payment will be allowed for manhole stub.
D. Storm sewer leads connecting an inlet with a manhole shall be measured from the center of the manhole to the center of the nearest edge of the inlet grate or plate.
E. Where the lines of the sewer cross a ditch or fully which is less than fifty (50) feet wide between the breaks of the banks on each side and the average slope of the banks is 1½:1 or steeper, the cuts shall be computed downward from a line drawn between the tops of the two banks at their break points. Where the sewer crosses earth embankments, the OWNER shall have the option of requiring their removal prior to a trenching machine cut, on a labor and equipment rental basis, and paying trench cuts from the new ground line, if such operation would result in an overall savings to the OWNER.

43. BASIS OF PAYMENT

A. All sewer mains, laterals, stubs, and inlet leads, measured as set out above, shall be paid for at the unit price bid by the CONTRACTOR for "Sewer" or "Inlet Leads" per linear foot complete in place, of the type, size and depth constructed.
B. The unit price bid for "Sewer" or "Inlet Leads", shall include full compensation for furnishing all labor, for furnishing and installing all pipe, for furnishing all material and equipment, for hauling excavation, for shaping of the trench bottom, and for all backfilling, tamping backfill, and removal of surplus excavated material, all as set

out and included under "Excavation" of these specifications, and for all clean-up and incidentals necessary to furnish sewer pipe and inlet leads complete in place.

C. Payment of the unit price bid for "Extra Sewer Pipe", shall be full compensation for furnishing pipe, hand grading, laying and completing joints in same and hand tamping around same. Any extra excavation involved will be paid for in addition to the price for this item, such payment to be made as "Extra Excavation", or "Excavation" of this specification.

44. SPECIAL STRUCTURES FOR SEWERS

A. General: Special structures, outfalls, headwalls, and special manholes shall be constructed in accordance with at locations shown on the plans. Before starting work, the CONTRACTOR shall inform the ENGINEER as to the methods and equipment to be used and their adequacy shall be subject to the ENGINEER'S approval.

B. Excavation: Excavation for special structures shall conform to "UNCLASSIFIED STRUCTURAL EXCAVATION" of this specification.

C. Forms: Forms shall be built mortar-tight and of material sufficient in strength to prevent bulging between supports and shall be set and maintained to the lines designated until the concrete is sufficiently hardened to permit form removal. During the elapsed time between the building of the forms and placing of the concrete, the forms shall be maintained in a manner to eliminate warping and shrinking. All details of form construction shall be subject to the approval of the ENGINEER, and permission to place concrete will not be given until all of such work is completed to his satisfaction.

1) Forms shall be designed for the pressure exerted by a liquid weighing one hundred fifty (150) pounds per cubic foot. The rate of placing the concrete shall be taken into consideration in determining the depth of equivalent liquid. An additional live load of fifty (50) pounds per square foot shall be allowed on horizontal surfaces. The maximum unit stresses shall not exceed one hundred twenty-five (125) percent of the allowable stress used by the ENGINEER for the design of structures.

2) If, at any stage of the work the forms show signs of building or sagging, that portion of the concrete causing such condition shall be immediately removed, and the forms shall be reset and securely braced against further movements.

3) Lumber for forms shall be properly seasoned and of good quality. It shall be free from loose or unsound knots, knotholes, twists, shakes, decay and other imperfections, which would affect its strength or impair the finished surface of the concrete. The lumber used for facing of sheathing shall be surfaced on all sides and shall be sized to uniform thickness.

4) Nominal one (1) inch thickness lumber will be permitted for general use if backed by a sufficient number of studs and wales. Form for exposed exterior surfaces and for inside walls of pumping stations shall be lined with clean, smooth and plywood, masonite, or other clean, smooth material approved by the ENGINEER as equal to plywood or masonite.

5) Forms or form lumber to be reused shall be maintained clean and in good condition as to accuracy, shape, strength, rigidity, tightness and smoothness of surface. Any lumber which is split, warped, bulged, marred, or has defects that may produce work inferior to that resulting from using new material shall not be re-used.

6) Studs shall not be less than two (2) inches by four (4) inches nominal section and shall be spaced center to center not more than twenty (2) times the actual thickness of the facing lumber. Wherever, practicable, studs shall be capped at the top with a plate of not less than two (2) inches by six (6) inches nominal size, carefully selected as to straightness. All joints in plates shall be scabbed at least four (4) feet each way to provide continuity.

7) Wales shall be spaced at such intervals as to hold forms securely to the designated lines. All wales shall be scabbed at least four (4) feet on each side of joints to provide continuity. A row of wales shall be placed within six (6) inches of the bottom of each placement.

8) Forms for walls or columns shall not be erected on concrete footings until the concrete in the footing has cured at least two curing days.

9) Forms shall be rigidly braced to prevent movement while placing the concrete.

10) All fact form material shall be fastened to all studs and shall have true horizontal and vertical joints. Facing material on horizontal and other surfaces shall be placed with parallel and square joints.

11) Metal form ties of an approved type shall be used to hold forms in place. Such ties shall be of a type especially designed for use in connection with concrete work, and they shall have provisions to permit ease or removal of the metal as hereinafter specified. The use of wire forms ties will not be permitted except for minor or special form areas where the use of rigid type metal ties would be impracticable.

12) All metal appliances used inside of forms to hold them in correct alignment shall be removed to a depth of at least one-half (½) inch from the surface of the concrete and shall be so constructed that the metal may be removed without undue injury to the surface by chipping or spalling. Such devices, when removed shall leave a smooth opening in the concrete surface. Burning off of rods, bolts, or ties will not be permitted.

13) Metal ties shall be held in place by devices attached to wales. Each device shall be capable of developing the strength of the tie.

14) Pipe spreaders will not be permitted.

15) Metal and wooden spreaders, which are separate from the forms, shall be entirely removed as the concrete is being replaced.

16) Where wires ties are used, all wires, upon removal of the forms shall be entirely removed as the concrete is being replaced.

17) All cavities produced by the removal of metal ties shall be carefully cleaned and completely filled with retempered cement-sand mortar mixed in proportion of one to three, and the concrete shall be left smooth and even.

18) For narrow walls and other locations where access to the bottom of the forms is not readily attainable otherwise, adequate clean-out openings shall be provided.

19) At the time of placing concrete, the forms shall be clean and entirely free from all chips, dirt, sawdust and other extraneous matter.

20) The facing of all forms shall be treated with oil before concrete is placed. In hot weather, both sides of fact forms may be required to be treated with oil to prevent warping and to secure tight joints. The oil must be applied before the reinforcement is placed. The oil used for this purpose shall be a light clean oil, which will not discolor or otherwise injuriously affect the concrete surface.

21) In general, all forms shall be thoroughly wetted before the concrete is placed therein.

22) The foregoing specifications for "Forms" as regards design, mortar-tightness, filleted corners, beveled projections, bracing, alignment, removal, re-use, oiling and wetting, shall apply with equal force to metal forms.

23) The metal used for forms shall be of such thickness that the forms will remain true to shape. All bolts and rivet heads on the facing sides shall be countersunk. Clamps, pins, or other connecting devices shall be designed to hold the forms rigidly together and to allow removal without injury to the concrete. Metal forms, which do not present a smooth surface, shall not be used.

D. Finish: Where surface finish is required on plans the operation of surface finish shall be in accordance with the following provisions:

1) As soon as forms are removed, all necessary pointing shall be done. When the pointing has set sufficiently to permit it, all surface requiring surface finish shall be wet with a brush and given a first surface rubbing with a No. 16

Carborundum Stone or an abrasive of equal quality. The rubbing shall be continued sufficiently to bring the surface to a paste, to remove all form marks and projections and to produce a smooth dense surface without pits or irregularities. The use of cement to form a surface past will not be permitted. The material, which has been ground to a paste in this process, shall be carefully spread or brushed uniformly over the surface and allowed to take a reset.

2) In general, chamfered corners shall not be rubbed in the first surface rubbing.
3) During the process of conditioning the completed structure for final acceptance, the surfaces of the entire structure requiring finish shall be cleaned free from drip marks and discoloration and shall be given a final rubbing with a #30 Carborundum Stone or an abrasive of equal quality. On completion of this rubbing, the surface shall be neatly striped with a brush and the mortar on the surface shall be allowed to take a reset. The surface shall then be washed down with clean water. The entire structure shall be left with a clean, neat and uniform appearing finish and shall be uniform in color.
4) The surface of concrete slabs shall be finished by floating.

45. MEASUREMENT OF CONCRETE

The quantities of concrete of the various classifications, which constitute the completed and accepted structure, will be measured by the cubic yard in place. Only accepted work will be included, and the dimensions used will be those shown on the plans or ordered in writing by the ENGINEER. No deductions in measurement will be made for paneling less than three (3) inches in width by one (1) inch deep, for chamfers less than two (2) inches, for embedded reinforcing steel, or for embedded portions of structural steel members. Deductions will be made for embedded portions of piling.

46. BASIS OF PAYMENT, CONCRETE

A. The concrete quantities, measured as provided above will be paid for at the unit price bid per cubic yard for the various classifications of concrete shown, which prices shall be full compensation for furnishing, hauling, and mixing all concrete materials; placing, curing, and finishing all concrete, all grouting and pointing; furnishing and placing all drains, all manhole steps, except as hereinafter provided; furnishing and placing metal flashing strips, and for all forms and false-work, labor, tools, equipment, and incidentals necessary to complete the work.

B. The above provisions for payment shall not be interpreted to provide payment for concrete, in railing, pilings, concrete sewer or leads or other concrete items for which provisions is otherwise made in the contract.

47. BASIS OF PAYMENT SPECIAL STRUCTURES

A. The special structures shall be paid at the unit prices bid for "UNCLASSIFIED STRUCTURAL EXCAVATION", "CONCRETE FOR SEWERS AND APPURTENANCES", "BASIS OF PAYMENT, CONCRETE", of "SPECIAL STRUCTURES FOR SEWERS", "REINFORCING STEEL", "BRICK MASONRY", and "CAST IRON CASTINGS" (except for manhole steps) of this specification.

B. To avoid the grouping of work and material of widely differenced character into a single bid item, the proposal may show the bid items divided into items relating to individual structures, to parts of structures, or to groups of structures, as for example, "Outfall Structures"; "Junction Chamber", etc., and the unit prices bid for the various items entering the construction of the special structure shall be full compensation for completion of that structure in accordance with plans and specifications.

C. Where the proposal shows a "Lump Sum" bid item for a structure "Complete in Place", in accordance with plans and specifications, this price shall include all excavation, concrete, reinforcing steel, and all material and labor and backfill in accordance with plans and these specifications.

48. MANHOLES

A. Description: The work to be performed under this item shall consist of the construction of manholes complete in place, including the furnishing, adjusting to grade, and installation of manhole casting and cover.

B. Construction Methods: Manholes will be constructed at locations shown on the plans, and of the type and depth indicated thereon. Manholes are to be Fiberglass.

C. The inverts of the sewer lines or several sewer lines entering the manhole at or near the flow line elevation of the manhole shall be shaped and routed across the floor of the manhole using mortar to obtain the proper contour.

49. CAST IRON

A. Cast iron for manhole frame, covers, shall conform to the shape and dimensions shown on the drawings and shall be clean, and perfect, free from sand or blowholes, or other defects. Holes in cover must be free from plugs and shall be clean. Bearing surfaces of manhole frames and covers are to be machined so that even bearing may be had in any position in which manhole cover is seated in the frame. Cast iron shall conform to ASTM Specifications A-48 for Class 20 Gray Cast Iron.

B. Clear Opening of Manholes shall be thirty (30) inches minimum as required by TCEQ §217.55(k).

50. DROP ON SANITARY SEWER MANHOLE

This item consists of constructing one standard drop connection on one side only of a sanitary sewer manhole as shown on drawings in these specifications, being all work shown on the detail of a "Standard Drop Manhole" that is not included on the detail of a "Standard Sanitary Sewer Manhole", consisting of additional footing, sewer pipe vertical riser connecting quarter bend and tee.

51. BLIND DROP-ON SANITARY SEWER MANHOLE

This item is exactly the same as described under the preceding item, "Drop on Sanitary Sewer Manhole", except that the tee at the top of the drop shall be omitted. The vertical pipe riser shall terminate at the top with a plugged bell and the top of the concrete encasement shall be not less than six (6) inches below the top of the bell and not less than one foot above the top of the next lower bell.

52. PRECAST CONCRETE MANHOLE

A. Description: The work to be performed under this item shall consist of the construction of manholes complete in place, including the furnishing, adjusting to grade, and installation of manhole casting and cover.

B. Construction Methods: Manholes will be constructed at locations shown on the plans, and of the type and depth indicated thereon. Detailed drawings of the various types of manholes to be employed in the work are included in these specifications and each manhole shall be constructed in strict accordance with these detailed drawings included in these specifications.

C. Precast Concrete Bases:

1) Precast concrete manhole bases to be bedded on a minimum of 8 inches of cement-stabilized sand or crushed aggregate as used for pipe bedding. The dimensions of the bedding to be 12 inches greater than the precast manhole base in all directions. The bedding to be placed to provide a firm foundation for the manhole. CONTRACTOR to level and plumb the base section prior to setting the manhole riser sections on the precast concrete base.

2) All invert channels are to be constructed and shaped accurately so as to be smooth, uniform, and cause minimum resistance to the flow. The bench to be furnished smooth, with a slope of ½ inch per foot from the manhole walls to the edges of the invert channel. Invert channels to be formed so that with the incoming sewer flowing full, all of the flow will be continued within the invert channel, as shown on plans.

3) All invert channels to be constructed and shaped accurately so as to be smooth, uniform, and cause minimum resistance to flow. The bench to

be finished smooth with a slope of 1 inch per foot from the manhole walls to the edges of the invert. Bench to rise vertically from centerline of pipe to crown of pipe. Edges of invert channels to be rounded with 1 inch radius.

4) Sewer pipe joints shall not be cast or constructed within the wall sections of manholes.

5) Gasket and joint surfaces on recessed O-ring joints to be lubricated with a lubricant suitable for use with confined rubber O-ring concrete pipe joints. Dust, dirt, and foreign matter must be removed from the joint surfaces. Lubricant can be applied with a brush, cloth, pad, sponge or glove. A smooth, round object should be inserted under the gasket and urn around the circumference two or three times to equalize stretch in the gasket.

6) Gasket and pipe surfaces at resilient pipe to manhole connections to have a smooth clean finish. Clean and lubricate pipe end a minimum of one-half the pipe diameter in length with a lubricant suitable for use with rubber O-ring concrete pipe joints. Lubricate the entire portion on the pipe, which will slide through the resilient connector. When pipe barrel is lubricated, pipe can be installed in either direction from inside or outside of manhole. If pipe is cut, no sharp edges to be allowed. A slight bevel is preferred, as a lead and this should also be lubricated. No mortar to be placed around the connector on the outside of the structure and no mortar to be placed around the top half of the connector on the inside when completing the invert.

7) Backfill must be placed on 12" maximum lifts and compacted evenly around the manhole, one layer at a time, to 90% proctor density.

8) Materials – Precast bases shall be constructed in accordance with ASTMC-478 and equal to Moor-Tex.

D. Method of Measurement:

Measurement shall be in accordance with paragraph 55.

53. FIBERGLASS MANHOLES

Prefabricated Fiberglass Manhole may be constructed in lieu of brick and precast concrete manhole. The unit shall have all joints precast in factory and be capable of supporting AH-20 Dynamic Wheel load with a vertical deflection of less than ¼" when supporting a 24,000 lb. Static load. Cylinder Axial Compressive Strength Min. 18,000 psi and shall be equal to Owens-Corning Reinforced Polyester Manhole.

- Steps are not required for Fiberglass Manhole.

- Ring and cover shall be 30" diameter Iron Casting per plan details.
- Installation shall be in strict accordance with manufacturer's recommendation.

54. BACKFILL

The space excavated around manhole location shall be backfilled in accordance with "BACKFILLING" of "EXCAVATION" in this specification.

55. METHOD OF MEASUREMENT - MANHOLES ON PIPE SEWERS

The depth of manholes completed in accordance with these specifications shall be determined by measuring the vertical distance from the flow line of the sewer main to the top of the manhole casting. With the exception of shallow manholes as shown on drawings included in these specifications, all manholes with a depth up to and including eight (8') feet when measured as set out above, shall be designated as Standard Manholes. All manholes exceeding eight (8') feet in depth shall be designated "Extra Depth Manholes". Shallow manholes will be measured as a unit complete in accordance with drawings included in these specifications.

56. SANITARY MANHOLE DROPS

A. The depth of drop on Type 1 sanitary sewer manholes will be measured from the flow line of the horizontal portion of the Tee to the flow line of the main sewer in the manhole. On Type 2 manholes, the depth of drops will be measured from the flow line of the Tee at the top to the inside top of the monolithic sewer in the manhole. If the depth of a drop exceeds three (3') feet, the CONTRACTOR will be paid for such excess at the unit price for "Extra Depth Manhole Drop".

B. The depth of "Blind Drop-On Sanitary Sewer Manhole" shall be from the top of the pipe bell down in the same manner as described for regular drop and any depth in excess of three (3') feet, will be paid for at the unit price bid for "Extra Depth Manhole Drop".

57. BASIS OF PAYMENT

A. All manholes measured as set out above, and not exceeding the dimensions specified for standard manholes of the type constructed, will be paid for at the unit price bid for Standard Manhole of that type. That portion of manhole exceeding the dimensions of "Standard Manhole" of the type constructed will be paid for at the unit price bid per foot for "Extra Depth Manhole" of that type for each foot or fraction thereof exceeding dimensions of "Standard Manhole".

B. The unit price bid for Standard Manholes, Standard Shallow Manholes, Extra Depth Manholes, Drop-On Sanitary Manhole and Blind Drop-On Sanitary Manholes shall be full compensation for furnishing all labor; furnishing and installing all materials

including castings and cast iron manhole steps; and for all excavation, mixing and placing of concrete, brick, mortar and brickwork; pumping, hauling, excavation disposal of surplus earth; backfilling tamping; connection leads, stubs and sewer lines to the manhole, and all other incidentals necessary to complete the manhole.

58. INLETS

A. Description: The work to be performed under this specification shall consist of the construction of inlets complete in place, including the furnishing, installing, and adjusting cast iron frame and plate, and shall also include the connection of inlet leads to the inlet. Inlets constructed under this item shall be in accordance with detailed drawings in these Specifications and such special details as may be shown on the plans.

B. Construction Methods: All inlets shall be constructed to the line and grade at the locations shown on the plans and as established by the ENGINEER. All dimensions of inlets shall be in strict accordance with the drawings mentioned above. The box section of inlets may be constructed of Class "A" concrete or of brick. Brick inlets shall be plastered with one-half inch mortar on inside. The walls for brick inlets shall be aluminum of 8" thick. Regardless of materials used for the box section, the floor slab and beam for the inlet shall be Class "A" concrete. All inlet leads shall be neatly cut off at the inside face of inlet wall, pointed up with mortar. In general, forms will be required for both the outside and inside faces on inlet walls, however, if the nature of the material excavated for the inlet is such that it can be hand trimmed to a smooth vertical face, the outside forms may be omitted, when such omission is approved by the ENGINEER.

1) When the box section of the inlet has been completed, the floor of the inlet shall be shaped by filling with mortar to conform to the sections shown on the detailed drawings.
2) Cast iron inlet plate frames shall be accurately adjusted to line, grade and slope and grouted in place with mortar.
3) Cast iron for inlet frames and plates, bricks and brickwork shall conform to specifications for these items as set out under "MANHOLES" of this specification.
4) Mortar used for construction of inlets shall consist of one part Portland Cement and three parts sand meeting the specifications for fine aggregates set out in "METHOD OF MEASUREMENT" of "CONCRETE FOR SEWERS AND APPURTENANCES" of this specification.
5) Inlets shall be backfilled in accordance with "BACKFILLING" of "EXCAVATION" of this specification.

59. METHOD OF MEASUREMENT

The depth of inlets completed in accordance with these specifications shall be determined by measuring the vertical distance from the flow line of the inlet lead to the top of the curb-beam. A standard Single "B" type inlet shall have a depth of 3.60 feet (3' – 7¼") and a standard Double "B" type inlet shall have a depth of 4.05 feet (4'–0 "). Inlets exceeding the above depth shall be known as "Extra Depth Inlets" of the type involved.

60. BASIS OF PAYMENT

A. All inlets measured as set out above, and not exceeding the depth set out for Standard Inlets of the type in questions, shall be paid for at the unit price for Standard Single "B" or Standard Double "B" Inlets as the case may be. That portion of an inlet exceeding the standard depth will be paid for at the unit price per foot for extra depth inlet.

B. The unit price bid for Standard Inlets or Extra Depth Inlets shall be full compensation for furnishing all labor, tools and equipment, for furnishing and installing all materials including cast iron plate frames and plates for all excavation, mixing and placing of concrete, brick, mortar and brickwork, reinforcing steel, pumping, hauling, form work, disposal of surplus excavated material, backfilling, compacting backfill and all other incidentals necessary to complete the inlet.

61. SEWER TUNNEL CONSTRUCTION

A. Description: The work to be performed under this item shall consist of the construction of sewer in tunnel of the size and type indicated on the plans.

B. General: This method of sewer installation will only be permitted at locations indicated on the plans, or where specifically authorized in writing by the ENGINEER. It shall be the responsibility of the CONTRACTOR to satisfy himself as to the soil conditions and types of geological formation in and through which the tunnel is to be installed, prior to submitting a proposal for doing the work. Where test borings are shown on the plans, such information is merely for the guidance of the CONTRACTOR and such information is not to be construed in any manner as a guarantee by the OWNER that such conditions of subsurface strata are infallible.

C. Construction Methods: Shafts will be excavated at points indicated on the plans or where directed by the ENGINEER, to such depth and location necessary to drive tunnels to the line grade established by the ENGINEER. When a shaft or shafts have been excavated to proper elevation and shored and braced adequately, the horizontal excavation for tunnel shall be started. Bracing, shoring, sheeting, and roofing, or metal tunnel linings, if used, shall be installed immediately upon completion of excavation to proper cross section, and in no circumstances shall the

finished section of tunnel precede such installation by more than two feet. Suggested details of timber work for installation in a tunnel may be shown on the plan; however, it shall be the CONTRACTOR'S responsibility to check the same to satisfy himself as to the adequacy of the design prior to use. Any alternate plan proposed by the CONTRACTOR shall be submitted to the ENGINEER for checking.

1) Cylindrical metal linings, either tunnel liner plates fabricated in place in the tunnel or corrugated culvert pipe, jacked ahead as the tunnel excavation proceeds will, unless otherwise specified, by approved for use in lieu of timber linings. Liner places or culvert pipes shall have sufficient strength to provide safe support for all earth and other loads likely to be encountered and shall be equal in every respect to the strength of timber or other supports and linings that may be shown on the plans.
2) The inside diameter of tunnels for pipe sewers shall be ample to permit proper access to making up the joints. The inside diameter of tunnels for monolithic sewers shall be sufficient to provide for the inside diameter for the sewer plus twice the minimum thickness plus any additional diameter necessary to secure minimum wall thickness when forms cannot be placed in the exact center of the tunnel.
3) Where the length of tunnel is in excess of ten (10) feet, the CONTRACTOR shall be required to bore holes from the surface to and through the roof of tunnel for depositing concrete. These holes shall be of such numbers and spaced as directed by the ENGINEER and under no condition shall spacing of holes exceed ten (10) feet. Tremies will be used for depositing concrete as these intermediate points along the sewer tunnel. Where monolithic sewer is required, inside forms shall be carefully placed to true line and grade as established by the ENGINEER and shall be securely blocked in place to prevent floating or misalignment during the concreting operation. The consistency of concrete placed in the sewer tunnel shall be carefully controlled in insure flow to all parts of sewer barrel without pocketing or honeycombing. Concrete shall be thoroughly puddled at all points. The interior form of the barrel of the sewer shall be thoroughly vibrated to insure monolithic construction.
4) In lieu of placing concrete though holes bored from the surface the CONTRACTOR will be permitted to place grout by means of suitable pumping equipment, in tunnels containing pipe sewers. Such methods shall not be used for construction of monolithic sewers.
5) The shafts and tunnel shall be maintained in a dry condition during the excavation period, and shall continue to be dept in a dewatered state until after concrete has attained its final set. This shall be accomplished by pumping, bailing, or wellpointing at the CONTRACTOR'S own expense. Where precast

concrete pipe is placed under this specification, it shall be encased in concrete in accordance with related drawings.

6) Where the plans call for cast iron or other pipe in a bored hole the work shall be done as follows: when only one length of pipe is to be installed so that the pipe bell or other joint will not enter the bore, the inside diameter of the bored hole shall not exceed the outside diameter of the pipe by more than one (1) inch. Where pipe bells or other types of joints must enter the bore, the inside diameter of the pipe bell or other type of joint by more than one (1) inch. Leaded joints to be installed in bored holes shall be caulked with extra care with the maximum amount of lead and fully protected against any bending action.
7) On gravity lines where leakage tests are not made, the ENGINEER may require that the pipe be plugged and filled with water to reveal any leakage. The tunnel shall be checked by the ENGINEER before the cast iron pipe is placed therein. If the tunnel at any point is more than 0.15 feet above grade, or more than ¼ the inside diameter of the pipe below grade, the hole shall be rebored or otherwise modified as directed by the ENGINEER, to come within these tolerances.

D. Materials

1) Concrete for work under this specification shall be furnished in accordance with "CONCRETE" of these specifications.
2) Where pipe Sewer is specified for installation in a tunnel it shall conform to specifications as set out elsewhere herein for the type required.

62. METHOD OF MEASUREMENT

Sewer installed in a tunnel in accordance with these specifications shall be measured by the linear foot between the faces of shafts or portals at the ends of the tunnel. When cast iron pipe is used, no additional payment will be made for cast iron pipe projecting outside of ends of the tunnel, or for concrete collars joining the same to concrete pipe.

63. BASIS OF PAYMENT

Sewer in a tunnel measured as set out above and accepted by the ENGINEER shall be paid for at the unit price bid by the CONTRACTOR for "Sewer Tunnel Construction" of the size indicated on the proposal sheet, which price shall be full compensation for furnishing all tools, equipment, labor, and materials; all excavation, disposal of excess excavation; all shoring, bracing and sheeting; all pumping, bailing, and operations used in dewatering; all fine grading and trimming; placing of all forms, mixing, placing, puddling, and finishing of all concrete; furnishing, fabricating, placing of all reinforcing steel, furnishing and placing pipe for sewer where required, all backfilling and other incidentals necessary to furnish complete the sewer installation in tunnel.

64. CONCRETE FOR SEWERS AND APPURTENANCES

A. Description: These specifications shall govern for the materials used for the storing, measuring and handling of materials, for Monolithic Sewers, Outfall Structures, Sewer Appurtenances, and incidental construction.

B. Concrete: Concrete shall be in accordance with the current ASTM Specifications for each specific method for transportation to the job site (dry batch, transit mix, etc.)

1) The OWNER will provide laboratory services to provide initial batch design from one supplier.
2) Batch designs required due to material variance or change in supplier will be performed by a laboratory selected by the OWNER, however, the CONTRACTOR shall be responsible for the costs derived from laboratory work.

C. Placing Concrete: The CONTRACTOR shall give the ENGINEER sufficient advance notice before starting to place concrete in any unit of the structure to permit the inspection of forms, the reinforcing steel placement, and preparations for casting. Unless authorized by the ENGINEER, no concrete shall be placed in any unit prior to the completion of the formwork and the placement of the reinforcement. No concrete shall be placed before the completion of all adjacent pile driving or other operations, which might prove detrimental to the concrete.

1) Whenever it is necessary to continue the mixing, placing, and finishing of the concrete after the daylight hours, the site of the work shall be brilliantly lighted so that all operations are plainly visible. In general, however, concrete placing shall be so regulated as to permit finishing operations to be completed in the daylight hours.
2) The ENGINEER reserves the right to order postponement of the placing operations when, in his opinion, impending whether conditions may result in rainfall or low temperatures which will impair the quality of the finished work. In case rainfall should occur after placing operations are stared, the CONTRACTOR shall provide ample covering to protect the work. In case of drop in temperature, the provisions set forth in "PLACING CONCRETE IN COLD WEATHER" of this section of this specification shall be applied.
3) The sequence of placing concrete shall be as provided on the plans or in the specifications. The operation of depositing and compacting the concrete shall be conducted so as for form a compact, dense, impervious mass of uniform texture, which shall show smooth faces on all surfaces. The placing shall be so regulated that the pressures caused by the plastic concrete shall not exceed the loads used in the design of forms. No more than one (1) hour shall lapse between the placing of successive layers of concrete in any portion of the structure included in a continuous placement.

4) The method and manner of placing shall be such as to avoid the possibility of segregation or separation of the aggregate or the displacement of the reinforcement. Concrete will not have a free fall of more than three (3) feet except in the case of thin walls such as culvert walls. The spattering of forms or reinforcement bars shall be prevented if the concrete so spattered will dry or harden before being incorporated in the mass.
5) Each part of the forms shall be filled by depositing concrete directly as near its final position as possible. The coarse aggregate shall be worked back from the face and the concrete forced under and around the reinforcement bars without displacing them. Depositing large quantities at one point in the forms and running or working it along the forms will not be allowed.
6) After the concrete has taken initial set, the forms shall not be jarred or any strain placed on projecting reinforcement.
7) Chutes, troughs, or pipes used as aids in placing concrete shall be arranged and used so that the ingredients of the concrete will not be separated. When steep slopes are necessary, the chutes shall be equipped with baffle boards or bee made in short lengths that reverse the direction of movement. Open troughs and chutes shall extend, if necessary, down inside the forms, or the ends of such chutes shall terminate in vertical downspouts. All chutes, troughs, and pipes shall be kept clean and free from coatings of hardened concrete by a thorough flushing with water before and after each placement. Water used for flushing shall be discharged clear of the concrete in place. The use of chutes in excess of thirty-five (35) feet total length for conveying concrete will not be permitted except by specific authorization from the ENGINEER.
8) All concrete shall be well compacted and the mortar flushed to the surface of the forms by continuous working with concrete spading implements or mechanical vibrators of an approved type.
9) Vibrators of the type, which operate by attachment to forms or reinforcement, will not be permitted. The vibrators shall be applied to the concrete immediately after deposition and shall be moved throughout the mass, thoroughly working the concrete around the reinforcement, embedded fixtures, and into the corners and angles of the forms until it has been reduced to a plastic mass. The mechanical vibrator shall not be operated so that it will penetrate or disturb layers placed previously which have become partially set or hardened. The vibration shall be of sufficient duration to accomplish through compaction and complete embedding of reinforcement and fixtures, but shall not be done to an extent that will cause segregation. Vibration shall be supplemented by hand spading if necessary to insure the flushing or mortar to the surface of all forms.

65. PLACING CONCRETE IN COLD WEATHER

A. No concrete shall be placed when the atmospheric temperature is at or below 35°F., (taken in the shade away from artificial heat) unless permission to do so is given in writing by the ENGINEER. When such permission is given, or in cases where the temperature drops below 35°F after concreting operations have been started, the CONTRACTOR shall furnish sufficient canvas and framework or other type of housing to enclose the structure in such a way that the air around the forms and fresh concrete can be kept at a temperature not less than 40°F for a period of seventy two (72) hours after the concrete is placed. Sufficient heating apparatus such as stove, salamanders, or steam equipment and fuel to furnish all required heat shall be supplied. The treatment of mixing water and aggregates used in mixing concrete shall be as specified as follows:

1) All water used for mixing shall be heated to a temperature of at least 70°F but not over 150°F. Aggregates shall be heated wither by steam or dry heat to a temperature of at least 70°F but not over 150°F. The heating apparatus shall be such as to heat the mass of aggregates uniformly and preclude the occurrence of hot spots, which will burn the material.
2) Temperatures of mixed concrete shall not be less than 50°F at the time of placing in forms.
3) It is understood that the CONTRACTOR is responsible for the protection of concrete placed under any and all weather conditions. Permission given by the ENGINEER to place concrete during freezing weather will in no way relieve the CONTRACTOR of the responsibility for satisfactory results. Should concrete placed under such conditions prove unsatisfactory, it shall be removed and replaced.

66. METHOD OF MEASUREMENT

A. Unless otherwise specified, concrete furnished under this item, including all work set out herein and incidental to the furnishing, mixing, forming, placing, finishing, and concrete during, will not be paid for directly. The CONTRACTOR will include the cost of this item in the unit price for monolithic sewer, manholes, inlets or other lump sum structure.

B. Where prices are requested on the proposal sheet for "Extra Concrete" and where it is specifically authorized for use by the ENGINEER, such concrete will be measured by the cubic yard of the acceptable concrete complete in place.

C. Basis of Payment: "Extra Concrete" measured, as set out above will be paid for at the unit price bid per cubic yard for "Extra Concrete". This price shall be full compensation for furnishing all materials, hauling, mixing, forming, placing,

finishing, curing, and for the furnishing of all tools, plant and incidentals necessary to furnish complete on cubic yard of concrete complete in place.

Where the proposal calls for "Extra Concrete Without Forms" and for "Extra Form Work" payment of both of these items shall be full compensation for supplying and placing concrete in forms and for the necessary form work. Class "C" concrete is intended for use in seal slabs and the price for this item shall include the cost of excavation necessary to place the seal slab.

Timber troughs across trenches for concrete beams to be poured around pipes or ducts crossing the trench will not be considered as form work, such timber being considered as a part of the trench sheeting and bracing and no additional payment will be made for same.

67. REINFORCING STEEL

This item shall provide for the furnishing and placing of reinforcing steel of the type, size and quantity designated for use in sewers and appurtenance sewer structures as shown on the plans and in accordance with these specifications.

A. Materials: All bar reinforcement shall be open-hearth new billet steel of structural, intermediate, or hard grade.

1) New billet steel shall conform to the requirement of the Standard Specifications for Billet Steel Concrete Reinforcement Bars, ASTM Designation A-615.
2) Unless otherwise shown on the plans, all reinforcing bars shall be deformed bars conforming to the requirements of ASTM Specification A-498.
3) Wire for fabric reinforcement shall be cold-drawn from rods hot-rolled from open-hearth billets. Wire shall conform to the requirements of the Standard Specification for Cold Drawn Wire for Concrete Reinforcement, ASTM Designation A-185.
4) In cases where the provision so this item are in conflict with the provisions of the ASTM Designations, to which reference is made, the provisions of this item shall govern.
5) The nominal size and area and the theoretical weight of reinforcing steel bars covered by the specification are as follows:
(Note: Wherever bars of a given diameter or size are specified herein, or shown on the plans, bars other than round or square but providing an equivalent nominal area weight, will be considered acceptable unless specifically noted otherwise on plans.)

No.	Nominal Diameter Inches	Nominal Area Square Inch	Weight per Linear Foot
2	1/4"	0.05	0.167
3	3/8"	0.11	0.376
4	1/2"	0.20	0.668
5	5/8"	0.31	1.043
6	3/4"	0.44	1.502
7	7/8"	0.60	2.044
8	1.000"	0.79	2.670
9	1.128"	1.00	3.400
10	1.270"	1.27	4.303
11	1.410"	1.56	5.313

B. The weight of any lot (see note) of bars shall not vary more than three and one-half (3½) percent under the theoretical weight for bars three-eighths (1/8) inches and over in nominal size of diameter; not more than five (5) percent under theoretical weight for bars under three eighths (1/8) inch in nominal size or diameter. The weight of any individual bar shall not vary more than six percent under the theoretical weight for bars three-eighths inch in size or diameter. The theoretical weight of deformed bars shall be the same nominal size. Bars or lots which vary more than the above limits shall be rejected.

(Note: The term "lot" used in the above paragraph shall mean all of the bars of the same nominal weight per linear foot in a carload or in a consignment if less than a carload.)

C. Where wire is ordered by gauge number, the following relation between number and diameter, in inches shall apply unless otherwise specified:

Gauge Number	Equivalent Diameter Inches	Gauge	Equivalent Diameter Inches
0	.3065	8	.1620
1	.2830	9	.1483
2	.2625	10	.1350
3	.2437	11	.1205
4	.2253	12	.1055
5	.2070	13	.0915
6	.1920	14	.0800
7	.1770		

D. The dimensions of the wire on any diameter shall not vary more than 0.003 inches from the specified nominal diameter. The difference between the maximum diameters as measured on any given cross-section of the wire shall not be greater than 0.003 inches. Wire having a diameter, which varies more than 0.003 inches under the theoretical diameter, shall be rejected.

..... End of Section .....

Specifications For Low Pressure Sewer System

1.0 GENERAL

1.1 SUMMARY

A. General Description of Equipment: The Manufacturer shall furnish complete factory-built and tested Residential Grinder Pump Sewage System(s), each consisting of a 2 HP centrifugal grinder pump, a collection basin constructed of fiberglass reinforced polyester resin, pump control float switches, shut off valve, pump disconnect and check valve, discharge pipe assembly and alarm panel. For ease of serviceability, all grinder pumps shall be of like type, impeller and horsepower throughout the system. To ensure single source responsibility for the equipment, the Residential Grinder Pump Sewage System(s) shall be by the single vendor as supplying the pump, collection tank, level control and alarm panel.

B. Qualifications: The Manufacturer shall demonstrate experience in the design, manufacture, and assembly of complete grinder pump systems for specific use in low-pressure sewer systems. The company shall submit detailed installation and user instructions for its product, submit evidence of an established service program including complete parts and service manuals, and be responsible for maintaining a continuing inventory of the grinder pump system replacement parts. The manufacturer shall provide a reference list of five (5) of its grinder pump system installations.

1.2 SYSTEM PERFORMANCE REQUIREMENTS

Grinder Pump shall be 2 horsepower, 230 volts, single phase, 60 Hertz, and 3450 RPM. Grinder pump, with three mercury level switches and shall be capable of delivering from 15 gallons per minute (gpm) against a total dynamic head (TDH) of 12 feet. Manufacturer shall provide pump characteristics diagrammed graphically on performance curve. Performance curve shall be established by measuring total dynamic head in feet of water against discharge flow in gallons per minute and shall contain at least 5 measured points. Each pump shall be expected to perform as its curve describes.

1.3 SHOP DRAWINGS

After receipt of notice to proceed, the manufacturer shall furnish a minimum of four (4) sets of shop drawings detailing the equipment to be furnished including dimensional data and materials of construction. The Engineer will promptly review this data, and return two (2) copies as accepted shop drawings. The Manufacturer shall proceed immediately with the fabrication of the equipment.

1.4 MANUFACTURER QUALITY ASSURANCE

Qualifications: Manufacturer shall demonstrate experience in the design, manufacture, and assembly of complete grinder pump systems for specific use in low pressure sewage systems. The company shall submit detailed installation and user instructions for its product, submit evidence of an established service program including complete parts and

service manuals, and be responsible for maintaining a continuing inventory of the grinder pump system replacement parts. The manufacturer shall provide a reference list of three (3) local grinder pump systems installations.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Packing, Shipping, Handling, and Unloading: Manufacturer shall provide a complete Residential Grinder Pump Sewage System(s) on skid(s) or pallet(s) ready to install. Do not drop or impact the collection tank. If collection tank must be moved, be sure that ground traversed is smooth and free of rocks, debris, etc. When lifting the collection tank, only a pliable strap or rope should contact basin. Do not use chains or steel cables.

B. Storage and Protection: Store Residential Grinder Pump Sewage System(s) away from sun and weather exposure until installation.

1.6 WARRANTY

The Manufacturer shall furnish a one year written warranty as follows for the complete package grinder pump sewage system against any and all defects in material and factory workmanship provided product is installed, serviced, and operated under normal conditions according to Manufacturer's instruction. Defects found during the warranty period will be reported to the manufacturer by the owner. Repair or parts replacement required as a result of such defect will be made free of charge during this period upon return of defective parts or equipment to manufacturer.

2.0 PRODUCTS

2.1 MATERIALS

All components shall be constructed of corrosion resistant materials with proven history in residential sewage service. Painted steel or galvanized steel components exposed to effluent shall not be allowed.

2.2 MANUFACTURED UNIT

Vendor shall provide factory built and tested Residential Grinder Pump Sewage System(s) a fiberglass collection basin, shut-off valve, check valve and electrical alarm/disconnect panel, and all necessary internal wiring, piping, and controls.

2.3 CORE UNIT

Residential Grinder Pump Sewage System(s) shall have easily removable pump assembly. The pump assembly shall contain pump, motor, grinder, and I check valve. A ½" polypropylene lifting rope with knots in 12" increments with a breaking strength of 3750 Lbs. is to be provided to retrieve the pump from the collection basin for repair or replacement. Pump must be serviceable or repairable without special tools.

2.4 COMPONENTS

A. **Grinder Pump:** Grinder pump shall be a centrifugal design with mechanical seal, vertical shaft, motor driven, solids handling pump.

1) Grinder: Grinder unit shall be on suction side of pump impeller and discharge directly into impeller inlet leaving no exposed shaft to permit packing or wrapping of ground solids. Grinder shall include a stationary hardened, stainless steel, cutter ring spaced in accurate close annular alignment with the driven cutter element. The driven cutter shall carry two (2) hardened and ground type series 440 stainless steel cutters. This assembly shall operate without objectionable noise or vibration over the entire range of operating conditions. The grinder shall be designed and constructed so as to eliminate clogging and jamming under all normal operating conditions including starting. Stationary cutter shall be reversible to provide new cutting surface without replacing with new material. Cutters shall be hardened to Rockwell 55-60C.

   The grinder shall be capable of reducing all components in normal domestic sewage, including a reasonable amount of "foreign objects", such as paper, plastic, diapers, and the like, to finely-divided particles which will pass freely through the passages of the pump and the 1-1/2" diameter piping.

2) Electric Motor: Motor shall be a 2 HP, 3450 RPM, 230V, 60 Hertz, single phase, ball bearing, with Class F windings. Motor can be mounted in a sealed, dielectric oil filled, submersible housing to provide permanent lubrication and efficient cooling or air cooled with appropriate insulation. Start switch shall be of solid state design. Start and run capacitors shall be mounted inside control panel for ease of replacement. Motor design shall be adequate so that the pump is non-overloading throughout the pump performance curve. Stator windings shall be insulated with moisture resistant Class F or H insulation rated for a minimum 311°F (155°C) with heat sensor. The motor shall be designed for handling residential sewage of 104°F (40°C) and capable of up to thirty (30) evenly spaced starts per hour. Inherent protection against running overloads or locked rotor conditions for the pump motor shall be provided by the use of an automatic-reset, integral thermal and current overload protector incorporated into the motor windings. This motor protection shall have been specifically investigated and recognized by UL and certified by CSA for the application.

3) Pump Cable: The pumps shall be equipped with 35 feet of 14 AWG 4-conductor cable and shall be sealed at the motor end as it enters the motor casing by a two-part barrier to moisture intrusion. The barrier shall be the compression of the oil and chemical resistant grommet, which shall seal the outer jacket of the power cord. In the event that the outer jacket of the power cord should become damaged, then the second line of defense shall be the epoxy poured isolated conductors within the jacketed cable itself. The insulation shall be removed from the individual conductors and the epoxy shall be allowed to form a leak-proof seal against wicking of the power cable between the outer jacket and the insulation of the individual conductors. The outer jacket of the power cord shall be oil resistant and water-resistant. The power cable shall be rated for NEC type "SOW" or "SOOW".

4) Mechanical Seals: Grinder pump shall be provided with dual mechanical shaft seals to prevent leakage between the pump and motor. Seal interface shall be held in contact by stainless steel spring and hardware. Seal system shall be cooled and lubricated with dielectric oil from the motor housing. Seal system shall not rely upon the pumped media for lubrication. Seal system shall be protected from solids in pumped media by pump-out vanes on pump impeller back shroud.

5) Pump Construction: Motor housing, bearing housing and volute shall be of ASTM A-48 gray cast iron, with smooth surfaces devoid of blow holes or other irregularities. All exposed nuts or bolts shall be Type 304 stainless steel or brass construction. All metal surfaces coming into contact with the residential sewage other than stainless steel or brass, shall be protected by an electrocoat paint finish on the interior and exterior of the pump.

6) Pump/Motor Shaft: Shaft shall be constructed of solid 400 series stainless steel. Shaft length measured from lower ball bearing to end of shaft shall not exceed 2-3/4 inches to minimize deflection and prolong bearing and mechanical seal life.

7) Bearings: Pump/motor shaft shall rotate on two single row ball bearings. Motor bearings shall be permanently lubricated by complete submergence in dielectric oil. Bearings shall be designed to compensate for axial thrust and radial forces developed by pump operation at all points on the pump performance curve and a twenty (20) percent grinder duty cycle. Calculations shall be provided by the pump manufacturer upon request. Sleeve or grease packed bearings shall not be acceptable. Bearings which require lubrication according to a prescribed schedule shall not be acceptable.

8) Mechanical seals: Motor shall be protected by two mechanical seals mounted in tandem with a seal chamber between the seals. Seal chamber shall be oil filled to lubricate seal face and to transmit heat from shaft to outer shell. The rotor and stator in the motor housing shall be separated and protected from the pumped liquid by an oil filled seal housing incorporating two mechanical seals mounted in tandem. The seal housing shall be equipped with or without a moisture sensing probe installed between the seals, and the sensing of moisture in the seal chamber shall be automatic, continuous, and not require the pump to be stopped or removed from the wet well. Single seal protection will not be considered equal. Seal face shall be as a minimum carbon and ceramic and lapped to a flatness of one light band. All hardware is to 300 series stainless steel and sealing elastomers are to Buna-N Rubber.

9) Impeller: The impeller shall be design for rough duty service and shall be of a semi-open design with hydrodynamic pump out vanes on the rear shroud. The impeller may be constructed of (standard) engineered thermoplastic, or bronze. The impeller shall be of a non-overloading design.

B. Collection basin: Basin shall be made from a fiberglass reinforced polyester resin 24" diameter and 60" deep.

1) Cover is to be a green 900 lb. bearing weight molded polyethylene cover to fit a 24" fiberglass basin.

C. Piping and Valves:

1) Internal Discharge Piping: Collection tank shall be equipped with schedule 80 PVC discharge piping joined by solvent cement.

2) Integral Check Valve: Pump discharge shall be equipped with a vendor supplied, gravity operated, self-cleaning, PVC flap valve to prevent drainage back into the collection tank. Check valve shall provide a full-port passageway and an access port for visual and physical inspection without disassembling the discharge piping. All working parts shall be non-metallic to ensure corrosion resistance.

3) Isolation Valve: Discharge piping shall be equipped with a PVC single union ¼ turn ball valve rated at 235 PSI at 73°F (23°C).

4) Compression Piping Seals: All pipe penetrations shall be sealed with compression pipe grommets injection molded from DuPont Alcryn®, or equal, thermoplastic.

D. Primary Level Control: Pump level control to be a sealed mercury float switch. Pump on, off, and alarm levels shall be controlled by three (3) mercury switches that will activate a motor contactor in the control panel. Float shall be non-corrosive Polypropylene plastic for use in liquids up to 140° F (60°C). Float cables shall be 18 gauge, 2 conductors, UL/CSA SJOW neoprene, water resistant cord of sufficient length to reach the junction box with no splices.

E. Seal Failure Indicator: (If a seal failure probe is used) the control panel shall provide a means for connecting the seal failure probe for the pump. The control panel shall incorporate a seal failure warning light that provides a visual indication of moisture entry into the motor. The seal failure indication light shall not stop the pump.

F. High Level Alarm: Each pump will incorporate a high level pilot duty alarm float. The float will provide notification of main level control failure. If the primary level control should fail, the high level float, when tripped, will signal an external alarm panel.

G. Alarm/Disconnect Panel: Each grinder pump sewage system shall include a NEMA 4X, UL listed, Alarm/Disconnect Panel suitable for wall (indoor or outdoor) or pole mounting. The NEMA 4X enclosure shall be manufactured of thermoplastic or fiberglass to assure corrosion resistance. The enclosure shall include a hinged, lockable cover. The enclosure will act as the junction box for the main wiring coming in from the house and the wiring going to the collection basin.

Electrical specifications for each alarm/disconnect panel are as follows:

Input Voltage

- 230 VAC 60 Hz Single Phase (Pump)

Current

- Pump – 20 Amp Max
- Alarm - < 1 Amp

Circuit Breakers

- Pump – 20 Amp, 2 Pole
- Alarm – 10 Amp, 1 Pole
- Main feed to Alarm/Disconnect Panel – 30 Amp, 2 Pole

The Alarm/Disconnect Panel shall contain separate breakers for the pump and alarm electronics to allow the alarm to still function if the pump breaker has tripped. Power to the unit should be provided via a 30 Amp, 2 pole breaker to allow the provided 20 Amp pump breaker (located inside alarm box enclosure) to trip prior to the breaker in the house.

The Alarm/Disconnect Panel shall include the following features: HOA switch with light, HWA light and buzzer with silence switch, seal failure light (if seal failure probe is used), motor contactor with overload, pump circuit breaker. In the event the high water alarm float is triggered, a horn and light will activate. The Alarm/Disconnect Panel shall include a momentary push button linked to a relay silence circuit that will allow the user to deactivate the horn while keeping the light ON. The visual alarm remains illuminated until the water level in the basin drops below the OFF setting of the alarm float. HOA switch allows for either "Hand" (manual), "Off" or Automatic pump operation. The entire Alarm/Disconnect Panel as manufactured shall be listed by *Underwriters Laboratories, Inc.*

..... End of Section .....

Specifications for Jacking, Boring or Tunneling of Pipe

1. GENERAL

This item shall govern for furnishing and installing of pipe by the methods of jacking, boring or tunneling as shown on the plans and in accordance with this item.

2. MATERIALS

Pipe may be either steel pipe, corrugated metal pipe or reinforced concrete pipe, or other types as may be specified by the ENGINEER of shown on the plans. Steel pipe exterior shall be coated with two coats of coal-tar enamel.

3. CONSTRUCTION METHODS

1) General – If the grade of the pipe at the jacking, boring or tunneling end is below the ground surface, suitable pits or trenches shall be excavated for the purpose of conducting the jacking, boring or tunneling operations and for placing end joints of the pipe. Excavations greater than five (5) feet in depth shall be protected as specified in "Trench Safety Plan".

   Where pipe is required to be installed under railroad embankments, highways, streets, or other facilities by jacking, boring or tunneling methods, construction shall be made in such manner that will not interfere with the operation of the railroad, street, highway, or other facility, and shall not weaken or damage any embankment or structure.

   Pipe damaged in jacking, boring or tunneling operations shall be repaired in place to the satisfaction of the ENGINEER. Pipe damaged beyond repair will be removed and replaced. Repair or removal and replacement of damaged pipe will be done at the CONTRACTOR'S expense.

   The pits or trenches excavated to facilitate jacking, boring or tunneling operations shall be backfilled immediately after the installation of the pipe has been completed.

2) Jacking – Heavy-duty jack suitable for forcing the pipe through the embankment shall be provided. In operating jacks, even pressure shall be applied to all jacks used. A suitable jacking head and suitable bracing between the jacks and the jacking head shall be provided so that pressure will be applied to the pipe uniformly around the ring of the pipe. Joint cushioning material of plywood or other material may be used as approved by the ENGINEER. A suitable jacking frame or backstop shall be provided. The pipe to be jacked shall be set on guides, properly braced together, to support the section of the pipe and to direct the pipe in the proper line and grade. The whole jacking assembly shall be placed so as to line up with the direction and grade of the pipe. In general, the embankment material shall be excavated just ahead of the pipe, the material removed through the pipe, and the pipe forced through the embankment with jacks, into the space thus provided.

   The excavation for the underside of the pipe, for at least one-third of the circumference of the pipe, shall conform to the contour and grade of the pipe.

Over-excavation to provide not more than two- (2) inches of clearance may be provided for the upper half of the pipe. This clearance shall be tapered to zero at the point where the excavation conforms to the contour of the pipe. Over-excavation in excess of one (1) inch shall be pressure grouted the entire length of the installation.

Preferably, the pipe shall be jacked from the low or downstream end. The final position of the pipe shall not vary from the line and grade shown on the plans, or established by the ENGINEER.

The CONTRACTOR may use a cutting edge of steel plate around the head end of the pipe extending a short distance beyond the end of the pipe with inside angles or lugs to keep the cutting edge from slipping back onto the pipe.

When jacking of pipe has begun, the operation shall be carried on without interruption, insofar as practicable; to prevent the pipe from becoming firmly set in the embankment.

3) Boring – The boring shall proceed from a pit provided for the boring equipment and workmen. The location of the pit shall be approved by the ENGINEER. The boring shall be done mechanically either using a pilot hole or by the auger method.

When the pilot hole method is used an approximate two (2) inch pilot hole shall be bored the entire length of the crossing and shall be checked for line and grade on the opposite end of the bore from the work pit. This pilot hole shall serve as the centerline of the larger diameter hole to be bored.

When the auger method is used, a steel encasement pipe of the appropriate diameter equipped with a cutter head to mechanically perform the excavation shall be used. Augers shall be of sufficient diameter to convey the excavated material to the work pit.

Excavated material shall be disposed of by the CONTRACTOR, as approved by the ENGINEER. The use of water or other fluids in connection with the boring operation will be permitted only to the extent necessary to lubricate cuttings; jetting will not be permitted.

In unconsolidated soil formations, a gel-forming colloidal drilling fluid consisting of at least 10 percent of high grade carefully processed bentonite may be used to consolidate cuttings of the bit, seal the walls of the hole, and furnish lubrication for subsequent removal of cuttings and immediate installation of the pipe. Overcutting in excess of one (1) inch shall be remedied by pressure grouting the entire length of the installation.

4) Tunneling – Where the characteristics of the soil, the size of the proposed pipe, or the use of monolithic sewer would make the use of tunneling more satisfactory than jacking or boring; or when shown on the plans, a tunneling method may be used, with the approval of the ENGINEER.

When tunneling is permitted, the lining of the tunnel shall be of sufficient strength to support the overburden. The CONTRACTOR shall submit the proposed liner method to the ENGINEER for approval. Approval by the ENGINEER shall not relieve the CONTRACTOR of the responsibility for the adequacy of the liner method.

The space between the liner plate and the limits of excavation shall be pressure-grouted or mud-jacked.

Access hole for placing concrete shall be spaced at maximum intervals of 10 feet.

5) Joints – If corrugated metal pipe is used, joints may be made by field bolting or by connecting bands, whichever is feasible. If reinforced concrete pipe is used, the joints shall be approved by the ENGINEER. Smooth steel pipe shall be welded.

6) Carrier Pipe – Carrier Pipe placed in bore or tunnel casing shall be supported with wood (timber) spacers and skids strapped to carrier pipe. The spacer/skids shall support 60% of laying length of carrier pipe and be secured with 3 stainless steel straps for each set of skids, minimum of 3 sets of skids are required for each pipe length. Skids shall be fabricated from hardwood or southern pipe stock.

7) Measurement – This item will be measured by the linear foot between the ends of the pipe along the flow line. For casing or tunnel, bores shall be measured by the linear foot from end to end.

8) Payment – Payment will be made in accordance with the unit price bid for various items set out in the Bid Proposal, usually as "Bore and Casing" for designated size of water or sewer line, or bore for designated size of water or sewer line. The unit price bid for "Bore and Casing" or bore for specific size line, shall not include the carrying pipe, which will be paid for at the unit price bid for designated size and depth.

..... End of Section .....

Specifications for Hot-Mix Asphaltic Concrete Pavement

1. DESCRIPTION

This specification shall consist of a surface coat composed of a compacted mixture of mineral aggregate and asphaltic materials. The pavement shall be placed on an approved subgrade; base or wearing surfaces in accordance with details shown on the Plans.

2. MATERIALS

All materials, mineral aggregate, asphaltic materials, prime coat tack coat and additives shall be in accordance with Item 340 Texas Department of Transportation Standard Specification for Construction of Highways, Streets and Bridges.

3. PLACING

Materials shall be placed in accordance with Item 340, TxDOT and compacted as set out in Item 340 and as directed by the ENGINEER.

4. MEASUREMENT

Measurement shall be in units designated on Bid Proposal of specified thickness.

5. PAYMENT

Payment for completed and acceptable surface coat shall be made at the unit price bid on Bid Proposal and the unit price bid shall be full compensation for tack coat, prime coat, materials, rolling, all equipment, labor machinery, supervision required for completion of work.

..... End of Section .....

Specifications for Cement Stabilized Sand Backfill

1.0 DESCRIPTION

This item shall govern the material, basis for payment, and measurement of cement stabilized sand.

2.0 MATERIALS

Cement stabilized sand shall be composed of River sand (P.I. of 4 of less) or equal and not less than one and one-half (1½) sacks of Portland Cement per cubic yard thoroughly mixed, in a mill type mixer.

3.0 BASIS OF PAYMENT

Basis of payment shall be at the unit price bid for designated unit as it appears on bid proposal. The unit price bid of specified unit shall be full compensation for all materials, labor, machinery, or other operations required to place cement stabilized sand.

4.0 MEASUREMENT

Measurement will be made by weight ticket showing pounds of material per truckload and shall be acknowledged by the OWNER'S representative on the job.

..... End of Section .....

Specifications for Crushed Limestone Flexible Base

1. DESCRIPTION

This item shall consist of a foundation course for surface course; and shall be composed of crusher-run broken stone; and shall be constructed as herein specified in courses not over 6" thick after compaction in conformity with the typical sections shown on the plans and to lines and grades as established by the ENGINEER.

2. MATERIALS

2.1 The material shall be obtained from an approved source, shall be crushed, shall consist of durable particles of crushed stone graded from coarse to fine; shall be screened or otherwise manipulated prior to crushing to remove all soil, clay, or other objectionable material, and shall contain approved binding material produced in the crushing process.

2.2 When properly slaked and tested by current standard laboratory methods, materials shall meet the following requirements:

Retained on 1 ¾" screen	0%
Retained on ¾" screen	15-45%
Retained on ¼" screen	45-75%
Retained on 40 mesh sieve	60-85%

2.3 When tested by current standard laboratory methods, the soil binder (material passing the 40 mesh sieve) shall meet the following requirement:

The liquid limit shall not exceed	40
The Plasticity index shall not exceed	10

2.4 When tested by the Wet Ball Method for determining disintegration of Flexible Base Material, the material shall not have a wet ball mill wear exceeding 40%.

3. CONSTRUCTION METHODS

3.1 Preparation of Subgrade – The area to be surfaced shall be excavated and shaped to conform with the typical sections shown on the plans and to the lines and grades established by the ENGINEER. All unstable or otherwise objectionable material shall be removed from the subgrade and replaced with approved material. All holes, ruts, and depressions shall be filled with approved material, and if required, the subgrade shall be thoroughly wetted and reshaped and rolled to the extent directed in order to place the subgrade in an acceptable condition to receive the base material. The surface of the subgrade shall be finished to line and grade within a tolerance of ½" in cross section, and ½" in a length of 16" longitudinally. Material excavated in preparing the subgrade shall be utilized in filling adjacent areas, or otherwise disposed of as directed.

3.2 First Course – The material shall be delivered in vehicles of an approved capacity, and it shall be the responsibility of the CONTRACTOR that the required amount of

material shall be delivered and spread to provide the required compacted thickness. Material deposited on the subgrade shall be spread the same day. The material shall be sprinkled, if the moisture content is less than the optimum required for compaction, and shall then be bladed, and shaped to conform to the typical section shown on the plan. Sufficient moisture shall be added to the material to minimize segregation of the coarse or fine aggregate, and any "nests" of segregated coarse or fine material shall be corrected or removed and replaced with well graded material. If additional binder is necessary after the material is spread and shaped, it shall be furnished and applied in the amounts required to fill the voids of the coarser aggregate. Additional binder material shall be carefully and evenly incorporated with the material in place by blading, scarifying, harrowing, or other approved methods. The course shall be sprinkled as required and rolled until an uniformed compaction is secured. Irregularities, depressions or weak sport which develop shall be corrected immediately by scarifying the areas affected, adding suitable material as required, reshaping and re-compacting by sprinkling and rolling. Blading and rolling shall continue until the base is compacted to a minimum of 95% of Standard Proctor Density.

3.3 Rollers shall be pneumatic tired rollers with not less than nine (9) pneumatic tired wheels, running on axles in such a manner that the rear group of tires will not follow in the tracks of the forward group, and mounted in a rigid frame provided with a platform or body suitable for ballast loading. The pneumatic tired roller shall have an effective rolling width of approximately 60" and shall be so designed that by ballast loading, the load may be varied uniformly from 100 pounds to 325 pounds per inch of width of tire tread. The pneumatic tired roller may be either the self-propelled type, or towed type roller drawn by a pneumatic tired tractor. Rollers shall be maintained in good repair and operating condition, and shall be approved by the ENGINEER.

3.4 Succeeding Courses – Construction methods and requirements shall be the same for succeeding courses as prescribed for the first course, except that the surface of the final course shall be finish rolled with a steel wheeled roller, if required, to obtain a smooth and uniform surface.

4. MEASUREMENT

Measurement shall be made in the units designated on the bid proposal, usually by the square yard, in place, and compacted.

5. PAYMENT

Payment shall be made at the unit price bid for designated unit on Bid Proposal and the unit price bid and shall be full compensation for all materials, labor, machinery, equipment, preparation shaping, compaction, etc., necessary to meet Plans and Specifications, in accordance with and acceptable to, the ENGINEER.

..... End of Section .....

Specifications for Mobilization and Demobilization

1.0 GENERAL

1.1 MOBILIZATION

This section covers the mobilization of personnel, equipment, materials and supplies, and their transport to the job site, insurance, payment and, performance bonds. Also included is setting up the CONTRACTOR's complete construction plant, field office and other construction facilities, as required for the CONTRACTOR's operation, all in adequate time for satisfactory performance of all Work under the Contract.

1.2 DEMOBILIZATION

Demobilization shall include the removal of all construction plant, equipment and accessories, materials, supplies, appurtenances, construction debris and the like from the job site upon completion of the Work.

2.0 MEASUREMENT AND PAYMENT

2.1 MEASUREMENT

No measurement for Work of this Section will be made.

2.2 PAYMENT

Payment for Mobilization and Demobilization Work of this Section will be made at the lump sum price for Bid Item No. 1, Mobilization and Demobilization, in the Schedule of Quantities and Prices, which shall not exceed 10 percent of the Bid Subtotal. Payment for mobilization will be made with the first progress payment and will be equal to 90% of the amount bid for Bid Item No. 1. The remaining 10% will be paid with the final project payment and will be proportional to the amount of the CONTRACTOR Use Areas that have been cleaned and restored to their original condition in a total amount of 10 (Ten) % of the amount bid.

..... End of Section .....

Specifications for Man Hours and Equipment Time

1.0 DESCRIPTION

It is the intent and purpose of these specifications to govern the use of man time and equipment time where required and authorized by the ENGINEER.

1.1 MAN HOURS: The labor of one able-bodied man working for one (1) hour.

1.2 TRUCK HOURS: A truck in good and acceptable repair rated at 2 ½ tons but capable of hauling a minimum of three (3) cubic yards of material, with a competent drive and with all necessary fuel, lubricating oil and grease furnished, operating on the work for one hour.

1.3 BULLDOZER HOURS: A bulldozer in good and acceptable repair, having a minimum rated capacity of 35 HP with a competent operator and with all necessary fuel, lubricating oil and grease furnished, operating on the work for one hour.

1.4 LOADER/BACKHOE HOURS: A rubber tired Loader/Backhoe in good and acceptable repair, with a minimum size loader of 1 ¼ C.Y. and backhoe bucket of a minimum size of 24" with a competent operator and with all necessary fuel, lubricating oil and grease furnished, operating on the work for one hour.

1.5 MOTOR GRADER HOURS: A motor grader in good and acceptable repair, having a mould-board or blade twelve (12) feet in length, with a competent operator and with all necessary fuel, lubricating oil and grease furnished, operating on the work for one hour.

2.0 MEASUREMENT AND PAYMENT

2.1 MEASUREMENT: Measurement for the above personnel and equipment will be made by the hour.

2.2 PAYMENT: Payment for the above equipment and personnel will be made at the unit price bid per hour for each item which price shall be full compensation for furnishing the above described items, which includes all supervisory personnel, including foremen, all Social Security, Old Age Benefits, Insurance, Overhead, Profit, Fuel, Lubrication, and Maintenance required to efficiently operate man and equipment. Insurance requirements shall meet or exceed State and other governing agency requirements.

..... End of Section .....

CONTRACT DOCUMENTS
AND
TECHNICAL SPECIFICATIONS
FOR

JEFFERSON COUNTY

CHEEK COMMUNITY SEWER IMPROVEMENTS PROJECT

LOW PRESSURE SEWER SYSTEM – CHEEK PHASE IV

CHEEK AREA COMMUNITY
JEFFERSON COUNTY, TEXAS

"Texas Community Development Block Grant Program"
TXCDBG Contract No. 713250
ACE Job No. 114-12B

STATE OF TEXAS
WILLIAM V. LARRAIN
51953
REGISTERED PROFESSIONAL ENGINEER
9/29/14

Action Civil Engineers, PLLC.
dba d.p. Consulting Engineers, Inc.
3727 Port Arthur, Tx 77642
Phone: 409-983-6263
Fax: 409-983-6265
Firm Registration No.: F-3356
Email: dp@dpengineersinc.com

ACTION CIVIL ENGINEERS, PLLC
dba d.p. Consulting Engineers
Firm Registration No. F-3356

ADDENDUM NO. 1

Addendum Issued Date: October 17, 2014

Cheek Community Sewer Improvements - Cheek Phase IV

Jefferson County, Texas

TXCDBG Contract No. 713520 | ACE Job No. 114-12B

The following information is offered for clarification or modification to the project information you now hold.

1. The 3" PVC SDR-26 Sewer Force Main pipe must be green.
2. **BID PROPOSAL**

   (a) Replace **Bid Proposal** *Pages 84 to 87* with revised **Bid Proposal** *Pages 82 to 85* attached.

   Clarification: Quantities for several Bid Items have been revised. Page no has been revised.
3. **WAGE RATE DECISION**

   The most recent Wage Rate *General Decision Number TX140079 01/03/2014 TX79,* attached, has been added to the bid document.
4. **SCOPE OF WORK**

   Replace **Scope of work** with Page 81 with revised **Scope of work** page 81 attached.

The following schedule should be met by all as required:

- 23 October, 2014 – Open bid
- 27 October, 2014 – Award Bid at Jefferson County Commissioner Court
- 10 November, 2014 – Execute Bid Documents at Jefferson County
- 14 November, 2014 – Performance Bond, Pay Bond, Insurance and all other contract documents to be submitted by contractor.

Received

Date: 10-20-14 **Acknowledged:** STEELMAN

The changes listed above will be considered part of the Bid Package. Bidders are advised that each Addendum issued must be recognized by signature and a copy of all addenda must be submitted with Bid.

Bid Proposal - Addendum No. 1

Cheek Community Sewer Improvements - Cheek Phase IV

Jefferson County, Texas

TXCDBG Contract No. 713520 | ACE Job No. 114-12B

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
1	MOBILIZATION AND DEMOBILIZATION	L.S.	1	Eight Thousand Five Hundred	No	8,500	00	8,500	00
2	3" PVC SDR-26 SEWER FORCE MAIN COMPLETE IN PLACE INCLUDING SAND ENCASEMENT PER DETAIL	L.F.	8,060	Eight	Sixty	8	60	69,316	00
3	ROADWAY BORE AND STEEL CASING FOR 3" SEWER FORCE MAIN, ENCLUDE END SEALS	L.F.	112	Fifty Seven	No	57	00	6,384	00
4	DRIVEWAY BORE FOR 3" SEWER FORCE MAIN	L.F.	162	Twenty	No	20	00	3,240	00
5	3" 45 DEG. BEND DI-MJ, RESTRAINED W/ MEGA-LUGS	EA.	11	Two Hundred Fifty Four	No	254	00	2,794	00
6	3" GATE VALVE DI-MJ RESTRAINED W/MEGA-LUGS	EA.	5	Six Hundred Ninty	No	690	00	3,450	00
7	6"x3" WYE DI-MJ, RESTRAINED W/MEGA-LUG	EA.	1	Six Hundred Forty	No	640	00	640	00
8	4"x3" WYE DI-MJ, RESTRAINED W/MEGA-LUG	EA.	2	Four Hundred Thirty	No	430	00	860	00

Bid Proposal - Addendum No. 1

Cheek Community Sewer Improvements - Cheek Phase IV

Jefferson County, Texas

TXCDBG Contract No. 713520|ACE Job No. 114-12B

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
9	3"x3" WYE DI-MJ, RESTRAINED W/MEGA-LUG	EA.	2	Four Hundred Seventy	NO	470	00	940	00
10	3" TERMINAL CLEANOUT W/VAULT	EA.	5	One Thousand Two Hundred Thirty	NO	1,230	00	6,150	00
11	REUSE EXIST 4" TERMINAL CLEANOUT W/VAULT AT BOYT ROAD TO 3" TERMINAL CLEANOUT W/VAULT, INCLUDING ALL FITTINGS	EA.	1	Two Thousand Two Hundred	NO	2,200	00	2,200	00
12	RELOCATE MAIL BOXES AS DIRECTED IN THE FIELD	EA.	18	Fifty	NO	50	00	900	00
13	LONG SIDE SANITARY SEWER LOW PRESSURE SERVICE LINE FROM FORCE MAIN TO AND INCLUDING VALVE BOX AT PROPERTY LINE INCLUDING TAP SADDLE , 1-1/4" SDR-11 HDPE, FITTINGS, VALVES AND ROADWAY BORE COMPLETE IN PLACE (SEE DETAILS, SHEET 15 OF 17)	EA.	9	One Thousand Two Hundred	NO	1,200	00	10,800	00
14	SHORT SIDE SANITARY SEWER LOW PRESSURE SERVICE LINE FROM FORCE MAIN TO AND INCLUDING VALVE BOX AT PROPERTY LINE INCLUDING TAP, 1-1/4" SDR-11 HDPE, FITTINGS AND VALVES COMPLETE IN PLACE (SEE DETAILS, SHEET 15 OF 17)	EA.	9	Seven Hundred Ten	NO	710	00	6,390	00
15	"610" ROCK FOR DRIVEWAYS, LOOSE DUMP AND SPREAD MIN. 6" THICK	TON	120	Fifty Four	No	54	00	6,480	00

Bid Proposal - Addendum No. 1

Cheek Community Sewer Improvements - Cheek Phase IV

Jefferson County, Texas

TXCDBG Contract No. 713520|ACE Job No. 114-12B

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
	ITEMS TO BE USED AS DIRECTED BY ENGINEER								
16	MANHOURS WHEN AUTHORIZED BY THE ENGINEER	HOUR	10	Forty Five	NO	45	00	450	00
17	TRUCK HOURS WHEN AUTHORIZED BY THE ENGINEER	HOUR	10	Seventeen	NO	17	00	170	00
18	BACK HOE / LOADER HOUR WHEN AUTHORIZED BY THE ENGINEER	HOUR	10	Eighty Five	NO	85	00	850	00
19	CEMENT STABILIZED SAND BACKFILL 1-1/2 SACK/C.Y. WHEN AUTHORIZED BY THE ENGINEER	TON	10	Forty Five	NO	45	00	450	00
20	EXTRA CLASS-A CONCRETE - BULK, COMPLETE IN PLACE WHEN AUTHORIZED BY THE ENGINEER	C.Y.	10	One Hundred Fifty	NO	150	00	1,500	00
21	EXTRA CLASS-A CONCRETE - FORMED, COMPLETE IN PLACE WHEN AUTHORIZED BY THE ENGINEER	C.Y.	10	Two Hundred Ten	NO	210	00	2,100	00
22	DUCTILE IRON FITTINGS	LB.	200	Five	NO	5	00	1,000	00
23	15" RCP C-76 CULVERT INSTALLED ON-GRADE WHEN AUTHORIZED BY THE ENGINEER	L.F.	30	Sixty	NO	60	00	1,800	00

Bid Proposal - Addendum No. 1

Cheek Community Sewer Improvements - Cheek Phase IV

Jefferson County, Texas

TXCDBG Contract No. 713520|ACE Job No. 114-12B

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
24	18" RCP C-76 CULVERT INSTALLED ON-GRADE WHEN AUTHORIZED BY THE ENGINEER	L.F.	30	Sixty Five	No	65	00	1,950	00
						TOTAL		139,314	00
	STATEMENT FOR SEPARATED CONTRACT COMPLIANCE:								
	NON-CONSUMABLE MATERIALS AND EQUIPMENT.....							$ 74,500	00
	SKILLED LABOR, MATERIALS, EQUIPMENT AND TOOLS.....							$ 64,814	00
						TOTAL		$ 139,314	00

The undersigned agrees to commence work within ten (10) days after the date of written notice to commence work and to substantially complete the work on which he has bid within (120) calendar days as provided in the General Conditions of the Agreement. Enclosed herewith is a cashier's check, certified check, or bid bond in the sum of 5% of the greatest amount bid which it is agreed shall be collected and retained by the OWNER as liquidating damages in the event this proposal is accepted by the OWNER within sixty (60) days after the date advertised for the reception of bids and the undersigned fails to execute the contract and the required bond with the OWNER, under the conditions hereof, within ten (10) days after the date said proposal is accepted, otherwise said check or bond shall be returned to the undersigned upon demand.

CONTRACTOR: T. Johnson Industries, Inc. ADDRESS: P.O. Box 8009 Lumberton Tx, Phone: 409-246-2440

BY: Steve Hartt DATE: 10-23-14

JEFFERSON COUNTY
PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

October 6, 2014

LEGAL NOTICE

Advertisement for Invitation for Bids

Dear Bidders:

You are invited to submit bids in accordance with specifications packet, Invitation for Bid (IFB 14-046/KJS), Cheek Community Sewer Improvements – Cheek Phase IV. All bids must be submitted with an original and three (3) copies to the Jefferson County Purchasing Agent, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 AM, Thursday, October 23, 2014. Bids will be publicly opened and read at that time.

Specifications and plans are available for a non-refundable $75.00 charge at Action Civil Engineers, PLLC. 3727 Doctors Drive, Port Arthur, Texas 77642. Contact Number 409-983-6263. For questions and addendums see http://www.co.jefferson.tx.us/Purchasing/main.htm or call Karen Smith, Jefferson County Assistant Purchasing Agent at 409-835-8593.

A mandatory Pre-Bid Conference will be held on October 16, 2013 at 11:00 AM CST. The conference will be held in the Jefferson County Engineering Department Conference Room located on the fifth floor of the Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas 77701.

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.

All Bids shall be submitted to the Jefferson County Purchasing Agent in a sealed envelope marked:

BID NAME:	**Cheek Community Sewer Improvements – Cheek Phase IV**
BID NO:	**IFB 14-046/KJS**
DUE DATE/TIME:	**11:00 AM, October 16 , 2014**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, TX77701**

Sincerely,

Deborah Clark

Deborah L. Clark
Jefferson County
Purchasing Agent

Publish: The Beaumont Enterprise and The Port Arthur News on October 8th & 15th, 2014.

General Decision Number: TX140079 01/03/2014 TX79

Superseded General Decision Number: TX20130079

State: Texas

Construction Type: Heavy

Counties: Hardin, Jefferson and Orange Counties in Texas.

HEAVY CONSTRUCTION PROJECTS (Including Water and Sewer Lines and Excluding Industrial and Processing Plants, and Refineries)

Modification Number	Publication Date
0	01/03/2014

* ELEC0479-003 12/31/2012

	Rates	Fringes
ELECTRICIAN	$ 26.00	11.42

SUTX2000-002 02/11/2000

	Rates	Fringes
Carpenters:		
Form Building/Form Setting	$ 13.15	
All Other Work	$ 13.56	
Concrete Finisher	$ 13.50	
Laborers:		
Common	$ 7.41	
Pipelayer	$ 8.29	
Painters:		
Spray and Brush	$ 12.07	
PILEDRIVERMAN	$ 13.65	
PLUMBER	$ 18.28	4.69
Power equipment operators:		
Backhoe	$ 15.55	1.89
Bulldozer	$ 15.00	
Crane	$ 13.77	
Front End Loader	$ 10.63	
Trackhoe	$ 15.60	
Truck drivers:		
Dump	$ 10.00	

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

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

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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Notice to Bidders

IFB 14-046/KJS

SEALED BIDS, IN TRIPLICATE, SHALL BE SUBMITTED TO:

JEFFERSON COUNTY PURCHASING DEPARTMENT, FIRST FLOOR
JEFFERSON COUNTY COURTHOUSE
1149 PEARL STREET, BEAUMONT, TEXAS 77701

NO LATER THAN 11:00 AM, CENTRAL TIME, THURSDAY, OCTOBER 23, 2014

MARK ENVELOPE:
"IFB 14-046/KJS- SEALED BID"

JEFFERSON COUNTY WILL NOT BE RESPONSIBLE
FOR UNMARKED OR IMPROPERLY MARKED ENVELOPES.

There is no expressed or implied obligation for Jefferson County to reimburse responding bidders for any expense incurred in preparing bid in response to this request and Jefferson County will not reimburse bidders for these expenses.

All bids must be received in the Purchasing Department before opening at **11:00AM CST on October 23, 2014.** Bids received after the date and time above will be considered void and unacceptable and returned to the vendor unopened. Jefferson County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Office shall be the official time of receipt.

FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

The enclosed Notice to Bidders and accompanying Specifications and Bid Forms must be completed prior to submission. Failure to complete forms/affidavits may render your bid null and void. Bids will be opened and read aloud in the Commissioners' Courtroom, Fourth Floor, 1149 Pearl Street, Beaumont, Texas.

In the event the Commissioners' Courtroom is in use at time of opening, bids will be opened in the Conference Room of the County Judge.

Hours for the Purchasing Department are 8:00 am – 5:00 pm central time, Monday - Friday.

General Terms and Conditions Of Bidding and Terms Of Contract

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

1.0 Bidding

1.1 Bid documents, including the bid, the bid bond, and the statement of bidders' qualifications, shall be sealed in an envelope and clearly labeled with the words "Bid Documents," the IFB number, name of bidder, and the date and time of bid opening.

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

Jefferson County Purchasing Department
1149 Pearl Street, First Floor
Beaumont, TX 77701

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

1.4 The bid shall be legibly printed in ink or typed.

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

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

1.7 Authorized Signatures. The bid must be executed personally by the bidder, 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 bidder shall accompany the bid to become a valid bid, and must include the complete address of the bidder.

1.8 Late Bids. Bids must be in the Purchasing Department before or at 11:00 A.M. by submission deadline. Bids received after 11:00 A. M., the submission deadline, shall be rejected as non-responsive and returned unopened.

1.9 Withdrawal of Bids Prior to Bid Opening. A bid may be withdrawn before opening 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 11:00am submission deadline. Jefferson County reserves the right to withdraw a request for bids before the specified opening date and time.

1.10 Withdrawal of Bids after Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the bidder 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.

1.11 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.

1.12 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Bidders taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. The absence of stated exceptions and/or substitutions shall indicate that the bidder 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.

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

1.14 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.

1.15 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.

1.16 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.

1.17 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.

1.18 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 accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.19 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.

1.20 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 distributed to all known recipients of bid documents. Bidders shall acknowledge receipt of all addenda with submission of bid.

1.21 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. Bids shall be accompanied by a bid guarantee of not less than five percent (5%) of the amount of the total bid which shall be a Certified Check or Cashier's Check payable without recourse to Jefferson County, or a bid bond with corporate surety authorized to conduct business in Texas.

1.22 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.

1.23 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.

1.24 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.

1.25 Proprietary Data. Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the bidder. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

1.26 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.

2.0 Inspection of Site

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

3.0 Performance

3.1 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.

3.2 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.

3.3 Delivery Location. All deliveries will be made to the address(s) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

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

3.5 Delivery Charges. 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.

3.6 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.

3.7 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.

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

3.9 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 in effect for Jefferson County or the State of Texas at the time of performance.

3.10 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.

3.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

3.12 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.

3.13 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.

3.14 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.

3.15 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.

3.16 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 request information with regard to this bid.

4.0 Notice to Proceed/Purchase Orders and Payment

4.1 Purchase Orders. A purchase order(s) or written Notice to Proceed 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.

4.2 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. Invoices should be sent directly to the Jefferson County Auditor, Patrick Swain, located at 1149 Pearl Street, Seventh Floor, Beaumont, Texas 77701.

4.3 Prompt Payment. In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receipt and acceptance by the 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.

4.4 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.

5.0 Contract

5.1 Contract Definition/Contract Agreement. 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.

5.2 Changes in the Work

5.2.1 The Owner may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Additionally, all such change orders must be approved by the CDBG staff prior to execution of same.

5.2.2 Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Owner authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.

5.2.3 If applicable unit prices are contained in the Agreement, the Owner may order the Contractor to proceed with desired unit prices specified in the Contract; provided that in

case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original the total amount by eighteen percent (18%).

5.2.4 Each change order shall include in its final form:

5.2.4.1 A detailed description of the change in the work.

5.2.4.2 The Contractor's proposal (if any) or a confirmed copy thereof.

5.2.4.3 A definite statement as to the resulting change in the contract price and/or time.

5.2.4.4 The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

5.2.4.5 The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.

5.3 Claims for Extra Cost

5.3.1 If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Owner, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

5.3.2 Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.

5.3.3 Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall be reported at once to the Owner and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Owner.

5.3.4 If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

5.4 Termination, Delays, and Liquidated Damages

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

materials, appliances, and plant as may be on the site of the work and necessary therefore.

5.4.2 Liquidated Damages for Delays. If the work is not completed within the time stipulated in the applicable bid for Lump Sum or Unit Price Contract provided, the Contractor shall pay to the Owner as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of$500.00for each calendar day of delay, until the work is completed. The Contractor and his sureties shall be liable to the Owner for the amount thereof.

5.4.3 Excusable Delays.

5.4.3.1 The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

5.4.3.2 Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;

5.4.3.3 Any acts of the Owner;

5.4.3.4 Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.

5.4.3.5 Provided, however, that the Contractor promptly notifies the Owner within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Owner shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

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

5.6 Disputes.

5.6.1 All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR STANDARDS PROVISIONS whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall, within ten (10) days of commencement of the dispute, be presented by the Contractor to the Owner for decision. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim

will be considered only for a period commencing ten (10) days prior to the receipt of the Owner.

5.6.2 The Contractor shall submit in detail his claim and his proof thereof.

5.6.3 If the Contractor does not agree with any decision of the Owner, he shall in no case allow the dispute to delay the work but shall notify the Owner promptly that he is proceeding with the work under protest.

5.7 Conflict of Interest.

5.7.1 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.

5.7.2 When conflict of interest is discovered, it shall be grounds for termination of contract.

5.8 Injuries or Damages Resulting from Negligence. Successful bidder 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 bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with related court costs, which may be obtained against Jefferson County growing out of such injury or damages.

5.9 Interest by Public Officials. No public official shall have interest in this contract except, in accordance with Texas Local Government Code.

5.10 Warranty. The successful bidder 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.

5.11 Uniform Commercial Code. The successful bidder and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code, subject to and enforceable according to the laws of the State of Texas.

5.12 5.12 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.

5.13 5.13 Sale, Assignment, or Transfer of Contract. The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

5.14 5.14 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.

6.0 Execution of Agreement/Performance and Payment Bonds

6.1 Performance and Payment Bonds requires all prime contractors which enter into a formal contract in excess of $25,000 with the State, any department, board, agency, municipality, county, school district, or any division or subdivision thereof, to obtain a Payment Bond in the amount of the contract before commencing with work and a performance bond for public works contracts in excess of $100,000.

6.2 The failure of the successful bidder to execute the agreement and supply the required bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as Jefferson County may grant, shall constitute a default and Jefferson County

may, at its option, either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either case, Jefferson County may charge against the bidder the difference between the amount of the bid and the amount for which a contract is subsequently executed, irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against Jefferson County for a refund.

7.0 Statement of Bidder's Qualifications

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

8.0 Interpretation of Addenda

8.1 No oral interpretations will be made to any bidder. Each request for an interpretation shall be made in writing to Jefferson County or engineer no less than seven (7) days prior to the bid opening. Each interpretation will be in the form of an Addendum to the contract documents and will be distributed to all parties holding contract documents no less than five (5) days prior to the bid opening. It is, however, the bidder's responsibility to make inquiry as to any addenda issued. All such addenda shall become part of the contract documents and all bidders shall be bound by such addenda, whether or not received by the bidders.

9.0 Minority-Women Business Enterprise Participation

9.1 It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses 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.

10.0 10. Non Discrimination

10.1 The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

11.0 Equal Employment Opportunity

11.1 Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, creed, sex, gender, or national origin.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

Bid REQUIREMENT

1.1 Each bidder should submit as a bid this entire IFB, completed where necessary, for example, the IFB cover sheet, the Price Sheets, etc. Use an opaque envelope, **clearly indicating on the outside the Bid Number, Bid Name,** and marked **"SEALED BID".** Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

Multiple VENDOR AWARD

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

Delivery

3.1 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.

Payment

4.1 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.

4.2 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).

Payments TO Contractor

5.1 Partial Payments

5.1.1 The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Jefferson County Auditor, Patrick Swain, for his approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) ten percent (10%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Jefferson County Engineer.

5.1.2 Monthly or partial payments made by the Owner to the Contractor are moneys advanced for the purpose of assisting the contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Owner. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Owner in all details.

5.2 Final Payment

5.2.1 After final inspection and acceptance by the Owner of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments.

5.2.2 The Owner before paying the final estimate, shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Owner deems it necessary in order to protect its interest. The Owner may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

5.2.3 Any amount due the Owner under Liquidated Damages, shall be deducted from the final payment due the contractor.

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

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

Usage Reports

6.1 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.

Insurance

7.1 The contractor shall, at all times during the term of this contract, maintain insurance coverage 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.

7.2 All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.

7.3 **Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as ADDITIONAL INSURED.**

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

MINIMUM INSURANCE REQUIREMENTS

Public Liability	$300,000.00
Property Damage	$300,000.00
Bodily Injury	$300,000.00
Excess Liability	$1,000,000.00
Workers' Compensation	Statutory Coverage (see attached)

Workers' COMPENSATION INSURANCE

8.1 Definitions:

8.1.1 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, TWCC-81, TWCC-82, TWCC-83, or TWCC-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.

8.1.2 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.

8.1.3 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.

8.2 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.

8.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

8.4 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.

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

8.5.1 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

8.5.2 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.

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

8.7 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.

8.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, 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.

8.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

8.9.1 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.

8.9.2 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.

8.9.3 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.

8.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

8.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

8.9.4.2 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.

8.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

8.9.6 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

8.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs I.1. – I.7., with the certificates of coverage to be provided to the person for whom they are providing services.

8.10 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.

8.11 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.

COUNTY OF JEFFERSON

Standard Form of Agreement for Owner-Contractor Projects

State of TEXAS }
County of JEFFERSON }

THIS AGREEMENT, made and entered into this 6 day of November, A.D. 2014, by and between Jefferson County of the COUNTY of Jefferson in the STATE OF Texas, thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and T Johnson Industries, Inc. of the City of Lumberton County of Hardin in the State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and inconsideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER) and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of sewer facilities described as follow:

- **Install approximately 8,060 L.F. of 3" PVC SDR-26 Low Pressure Sanitary Sewer Force Mains.**

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the Notice to Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore, as prepared by Action Civil Engineers, PLLC., herein entitled the ENGINEER, each of which has been identified by the CONTRACTOR and the ENGINEER, together with the CONTRACTOR'S written proposal, the General Conditions of the Agreement, the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within ten (10) calendar days after the date written notice to do so shall have been given to him, and to substantially complete within 120 consecutive calendar days after issuance of the "Notice to Proceed" and to be at Final Completion within 120 consecutive calendar days after the issuance of the "Notice to Proceed", subject to such extensions of time as are provided by the General and Special Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

Jefferson County
Party of the First Part (OWNER)

By: _____

ATTEST: _____

T. Johnson Industries, Inc.
Party of the Second Part (CONTRACTOR)

By: _____

ATTEST: _____

General Contract Conditions for Construction

1.0 Contract AND CONTRACT DOCUMENTS

1.1 The project to be constructed pursuant to this contract will be financed with assistance from the CDBG and is subject to all applicable Federal and State laws and regulations.

1.2 The Plans, Specifications and Addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions shall form part of this contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth.

2.0 Definitions

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

2.1.1 The term "Contract" means the Contract executed between the Jefferson County, hereinafter called the Owner and T. Johnson, hereinafter called Contractor, of which these GENERAL CONDITIONS, form a part.

2.1.2 The term "Project Area" means the area within which are the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.

2.1.3 The term "Engineer" means Action Civil Engineers, PLLC., Engineer in charge, serving the Owner with architectural or engineering services, his successor, or any other person or persons, employed by the Owner for the purpose of directing or having in charge the work embraced in this Contract.

2.1.4 The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings).

3.0 SUPERVISION BY CONTRACTOR

3.1 Except where the Contractor is an individual and gives his personal supervision to the work, the Contractor shall provide a competent superintendent, satisfactory to the Local Public Agency and the Engineer, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.

3.2 The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

4.0 SUBCONTRACTS

4.1 The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has verified the subcontractor as eligible to participate in federally funded contracts.

4.2 No proposed subcontractor shall be disapproved by the city/county except for cause.

4.3 The Contractor shall be as fully responsible to the city/county for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.

4.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work and required compliance by each subcontractor with the applicable provisions of the Contract.

4.5 Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Owner.

5.0 FITTING AND COORDINATION OF WORK

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

6.0 PAYMENTS TO CONTRACTOR

6.1 Partial Payments

6.1.1 The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for his approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) ten percent (10%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Engineer.

6.1.2 Monthly or partial payments made by the Owner to the Contractor are moneys advanced for the purpose of assisting the contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Owner. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Owner in all details.

6.2 Final Payment

6.2.1 After final inspection and acceptance by the Owner of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments.

6.2.2 The Owner before paying the final estimate, shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Owner deems it necessary in order to protect its interest. The Owner may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

6.2.3 Any amount due the Owner under Liquidated Damages, shall be deducted from the final payment due the contractor.

6.3 Payments Subject to Submission of Certificates

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

6.4 Withholding Payments

6.4.1 The Owner may withhold from any payment due the Contractor whatever is deemed necessary to protect the Owner, and if so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or

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

7.0 CHANGES IN THE WORK

7.1 The Owner may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Additionally, all such change orders must be approved by the CDBG staff prior to execution of same.

7.2 Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Owner authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.

7.3 If applicable unit prices are contained in the Agreement, the Owner may order the Contractor to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original the total amount by eighteen percent (18%).

7.4 Each change order shall include in its final form:

7.4.1 A detailed description of the change in the work.

7.4.2 The Contractor's proposal (if any) or a confirmed copy thereof.

7.4.3 A definite statement as to the resulting change in the contract price and/or time.

7.4.4 The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

7.4.5 The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.

8.0 CLAIMS FOR EXTRA COST

8.1 If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Owner, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

8.2 Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.

8.3 Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall be reported at once to the Owner and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Owner.

8.4 If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

9.0 TERMINATION, DELAYS, AND LIQUIDATED DAMAGES

9.1 Right of the Owner to Terminate Contract.

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

9.3 Liquidated Damages for Delays.

9.3.1 If the work is not completed within the time stipulated in the applicable bid for Lump Sum or Unit Price Contract provided, the Contractor shall pay to the Owner as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of $500.00for each calendar day of delay, until the work is completed. The Contractor and his sureties shall be liable to the Owner for the amount thereof.

9.4 Excusable Delays.

9.4.1 The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

9.4.2 Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;

9.4.3 Any acts of the Owner;

9.4.4 Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.

9.4.5 Provided, however, that the Contractor promptly notifies the Owner within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Owner shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

10.0 ASSIGNMENT OR NOVATION

10.1 The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the

written consent of the Owner; provided, however, that assignments to banks or other financial institutions may be made without the consent of the Owner. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

11.0 DISPUTES

11.2 All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR STANDARDS PROVISIONS whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall, within ten (10) days of commencement of the dispute, be presented by the Contractor to the Owner for decision. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt of the Owner.

11.3 The Contractor shall submit in detail his claim and his proof thereof.

11.4 If the Contractor does not agree with any decision of the Owner, he shall in no case allow the dispute to delay the work but shall notify the Owner promptly that he is proceeding with the work under protest.

12.0 TECHNICAL SPECIFICATIONS AND DRAWINGS

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

13.0 SHOP DRAWINGS

13.1 All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in six (6) copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the contract time shall be granted by reason of his failure in this respect.

13.2 Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time, otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.

13.3 If a shop drawing is in accordance with the contract or involves only a minor adjustment in the interest of the Owner not involving a change in contract price or time, the engineer may approve the drawing. The approval shall not relieve the Contractor from his responsibility for adherence to the contract or for any error in the drawing.

14.0 REQUESTS FOR SUPPLEMENTARY INFORMATION

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

15.0 MATERIALS AND WORKMANSHIP

15.1 Unless otherwise specifically provided for in the technical specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the technical specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.

15.2 The Contractor shall furnish to the Owner for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval full information concerning all other materials or articles which he proposes to incorporate.

15.3 Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

15.4 Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the technical specifications shall have full force and effect as though printed therein.

15.5 The Owner may require the Contractor to dismiss from the work such employee or employees as the Owner or the Engineer may deem incompetent, or careless, or insubordinate.

16.0 SAMPLES, CERTIFICATES AND TESTS

16.1 The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.

16.2 Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in making a prompt decision regarding the acceptability of the sample. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

16.3 Approval of any materials shall be general only and shall not constitute a waiver of the Owner's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

16.4 Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

16.4.1 The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;

16.4.2 The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;

16.4.3 The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;

16.4.4 The Owner will pay all other expenses.

17.0 PERMITS AND CODES

17.1 The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the drawings and technical specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Owner. Where the requirements of the drawings and technical specifications fail to comply with such applicable ordinances or codes, the Owner will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

17.2 Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is In compliance with the drawings and technical specifications), the Contractor shall remove such work without cost to the Owner.

17.3 The Contractor shall at his own expense, secure and pay for all permits for street pavement, sidewalks, shed, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.

17.4 The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements contained in this Contract.

17.5 The Contractor will be required to make arrangements for and pay the water, electrical power, or any other utilities required during construction.

17.6 During construction of this project, the Contractor shall use every means possible to control the amount of dust created by construction. Prior to the close of a day's work, the Contractor, if directed by the Owner, shall moisten the bank and surrounding area to prevent a dusty condition.

18.0 CARE OF WORK

18.1 The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

18.2 The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.

18.3 In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Owner.

18.4 The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.

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

19.0 ACCIDENT PREVENTION

19.1 No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.

19.2 The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.

19.3 The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Owner with reports concerning these matters.

19.4 The Contractor shall indemnify and save harmless the Owner from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

19.5 The Contractor shall provide trench safety for all excavations more than five feet deep prior to excavation. All OSHA Standards for trench safety must be adhered to by the Contractor.

19.6 The contractor shall at all times conduct his work in such a manner as to insure the least possible inconvenience to vehicular and pedestrian traffic. At the close of the work each day, all streets where possible in the opinion of the Owner, shall be opened to the public in order that persons living in the area may have access to their homes or businesses by the use of the streets. Barricades, warning signs, and necessary lighting shall be provided to the satisfaction of the Owner at the expense of the Contractor.

20.0 SANITARY FACILITIES

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

21.0 USE OF PREMISES

21.1 The Contractor shall confine his equipment, storage of materials, and construction operations to the contract limits as shown on the drawings and as prescribed by ordinances or permits, or as may be desired by the Owner, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.

21.2 The Contractor shall comply with all reasonable instructions of the Owner and all existing state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

22.0 REMOVAL OF DEBRIS, CLEANING, ETC.

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

23.0 INSPECTION

23.1 All materials and workmanship shall be subject to inspection, examination, or test by the Owner and Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The Owner shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Owner may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any Monies which may be due the Contractor, without prejudice to any other rights or remedies of the Owner.

23.2 The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the Owner will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the technical specifications.

23.3 The Contractor shall notify the Owner sufficiently in advance of back filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Owner, the Contractor shall uncover for inspection and recover such facilities at his own expense, when so requested by the Owner.

23.4 Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the

requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

23.5 Inspection of materials and appurtenances to be incorporated in the improvements included in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the technical specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.

23.6 Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Owner or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

24.0 REVIEW BY OWNER

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

25.0 FINAL INSPECTION

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

26.0 DEDUCTION FOR UNCORRECTED WORK

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

27.0 INSURANCE

27.1 The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner.

27.1.1 Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance as required by the State of Texas for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance.

27.1.2 Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of this

contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the following amounts: _____

27.1.3 Proof of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the Owner."

28.0 WARRANTY OF TITLE

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

29.0 WARRANTY OF WORKMANSHIP AND MATERIALS

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

30.0 COMPLIANCE WITH AIR AND WATER ACTS

30.1 In compliance with the Clean Air Act, as amended, 41 U.S.C. Sec. 7401 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, the Contractor agrees that:

30.1.1 Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.

30.1.2 He will comply with all requirements of Section 114 of the Clean Air Act, as amended.

30.1.3 Materials utilized in the project shall be free of any hazardous materials, except as may be specifically provided for in the specifications.

30.2 If the Contractor encounters existing material on sites owned or controlled by the Owner or in material sources that are suspected by visual observation or smell to contain hazardous materials, the Contractor shall immediately notify the Engineer and the Owner. The Owner will be responsible for testing for and removal or disposition of hazardous materials on sites owned or controlled by the Owner. The Owner may suspend the work, wholly or in part during the testing, removal or disposition of hazardous materials on sites owned or controlled by the Owner.

31.0 EQUAL EMPLOYMENT OPPORTUNITY

31.1 The Contractor will not discriminate against any employee or the applicant for employment because of race, color, religion, sex, gender, 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, gender, or national origin. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner.

31.2 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, or national origin.

31.3 The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

31.4 The Contractor shall take affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions.

31.5 Contractors are encouraged to participate in voluntary associations which assist in fulfilling their affirmative action obligations.

31.6 The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority.

31.7 The Contractor shall not use the affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

31.8 The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts.

31.9 Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

32.0 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES

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

33.0 SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

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

34.0 THE PROVISION OF LOCAL TRAINING, EMPLOYMENT, AND BUSINESS OPPORTUNITIES

34.1 To the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

34.2 The Contractor will include this clause in every subcontract for work in connection with the project.

35.0 NON SEGREGATED FACILITIES

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

36.0 JOB OFFICES

36.1 The Contractor and his subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The Owner shall be consulted with regard to locations.

36.2 Upon completion of the Improvements, or as directed by the Owner, the Contractors shall remove all such temporary structures and facilities from the site, and leave the site of the work in the condition required by the Contract.

37.0 PARTIAL USE OF SITE IMPROVEMENTS

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

37.1.1 The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.

37.1.2 The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.

37.1.3 The period of guarantee stipulated in the Section 29 hereof shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

38.0 CONTRACT DOCUMENTS AND DRAWINGS

38.1 The Local Public Agency will furnish the Contractor without charge two (2) copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost.

39.0 CONTRACT PERIOD

39.1 The work to be performed under this contract shall commence within the time stipulated by the Owner in the Notice to Proceed, and shall be fully completed within _180_calendar days thereafter.

40.0 LIQUIDATED DAMAGES

40.1 Since the actual damages for any delay in completion of the work under this contract are impossible to determine, the Contractor and his Sureties shall be liable for and shall pay to the Owner the sum of Five Hundred Dollars ($ 500.00) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated time for completion.

Federal Labor Standards Provisions

U.S. Department of Housing
And Urban Development

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account(except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof)due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made apart hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4).Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fid fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate),HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs(1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any

subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements In the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee If the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional FormWH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraphA.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor

Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified byte Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates(expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16,trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved byte Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CAR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 Carports 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as contractor and a subcontractor as provided in 29 CFR5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD orbits designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in anyway the action of such Administration..... makes, utters or publishes any statement knowing the same to be false.....shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(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 the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee 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 byte contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, 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 subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph 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 subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Bidder Contact Information

IFB 14-046/KJS

T. Johnson Industries, Inc.
Company Name

P.O. Box 8009
Address

Lumberton TX 77657
City State Zip

Point of contact for this offer:

Terry Johnson Sr.
Name (Printed)

(409) 246-2440 (409) 246-3229
Phone Fax

Terry Johnson
Signature of Point of Contact

TJohnsoninc@gt.rr.com
E-mail

President
Title

Bid bond return address:

SAME AS ABOVE

Prime Contractor's Local Opportunity Plan

T. Johnson Industries, Inc. agrees to implement the following specific affirmative
Name of Company

action steps directed at increasing the utilization of lower income residents and businesses within the COUNTY of JEFFERSON.

A. To ascertain from the Locality's program official the exact boundaries of the project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

B. To attempt to recruit from within the city the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.

C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

D. To insert this plan in all bid documents and to require all bidders on subcontracts to submit an affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.

E. To insure that subcontracts (greater than $10,000), which are typically let on a negotiated rather than a bid basis in areas other than the covered project area, are also let on a negotiated basis, whenever feasible, in a covered project area.

F. To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort.

G. To insure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.

H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this plan.

J. To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to objectives.

K. To maintain records of all projected work force needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets these Local Opportunity objectives.

L. For employment, 30 percent of all "new" hires, at all levels, in conjunction with the TDRA project must be Section 3 residents. As stated previously, the extension of employment opportunities to Section 3 residents does not preclude the necessity for meeting the qualifications of the job.

M. For contracting, at least 10 percent of the total dollar amount for all Section 3 covered contracts for building trades work arising from house rehabilitation and other public construction awarded through this grant and at least 3 percent of the total dollar amount of all Section 3 covered contracts must be targeted to Section 3 business concerns.

For L. and M. above, if these numerical goals cannot be reached, the contractor will have the burden of demonstrating why it was not feasible to meet the goals. This will include documentation of all efforts to comply and any impediments encountered despite efforts undertaken.

As officers and representatives of T. Johnson Industries, Inc., we the undersigned have

Name of Construction Company

read and fully agree to this Plan, and become a party to the full implementation of the program and its provisions.

We appoint Lisa Wright as our EEO Officer.

Signature of Appointing Officer

President

Title

11-6-2014

Date

Proposed Contracts Breakdown

Type of Contracts	No. of Contracts	Approx. Total Dollar Amount	Estimated No. to local Business	Estimated $ Amount Local Business
MATERIAL VENDOR	2	32,000 ∞	2	32,000 ∞

ESTIMATED PROJECT WORKFORCE BREAKDOWN

Work Classifications	Total Estimated Positions	No. of Positions Currently Filled	No. of Positions not Filled	No. of Positions to fill with L/M Residents
OPERATOR	2	4	0	0
Helpers	4	5	0	0
Totals				

Statement of Bidder's Qualifications

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

Name of Bidder: T. Johnson Industries, Inc. Date Organized: Sept. 1981

Address: P.O. Box 8009 Lumberton, TX 77657 Date Incorporated: 12/24/1991

Number of Years in contracting business under present name: 32 years

CONTRACTS ON HAND:

Contract	Amount $	Completion Date
Lumberton M.U.D. Wastewater Imp.	1,217,650	April 2015

Type of work performed by your company: Water + Wastewater Construction

Have you ever failed to complete any work awarded to you? no

Have you ever defaulted on a contract? no

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

Project	Amount $	Mo/Yr Completed
Orange County WC+ID #1/Water Well/Wellsite	1,559,125.00	10/2014
Jefferson County Check Community Low Pressure Sewer System	248,254.00	5/2014
City of Bridge City Sewer Line Rehab	689,924.00	3/2014

Major equipment available for **this** contract: Whatever necessary

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

Credit available: $ 1,000,000. Bank reference: BBVA Compass Bank - Lumberton, TX

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

Executed this 23 day of October, 2014.

By:(signature) _____ Title: President

(print name) Terry Johnson, Sr.

Contractor Certifications

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

INSTRUCTIONS

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

NAME AND ADDRESS OF BIDDER (include ZIP Code)

T. Johnson Industries, Inc.
P.O. Box 8009 Lumberton Tx 77657

CERTIFICATION BY BIDDER

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

☐ Yes ☐ No

The undersigned hereby certifies that:

☐ The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $100,000).

☐ The Non Segregated Facilities clause (Section 109 provision) is included in the Contract. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

☐ The Equal Employment Opportunity clause is included in the Contract (if bid equals or exceeds $10,000).

☐ The Affirmative Action for Handicapped Workers clause is included in the contract.

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

☐ Yes ☐ No

Terry Johnson Sr.
NAME AND TITLE OF SIGNER (Please type)

Terry Johnson
SIGNATURE

11-6-2014
DATE

Section 504 Certification

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The T. Johnson Industries, Inc does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) Terry Johnson Sr.

(Address) P.O. Box 8009

Lumberton Tx 77657

City State Zip

Telephone Number (409) 246 - 2440 Voice

( ) _____ - _____ TDD

has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8. dated June 2, 1988).

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements

TO (appropriate recipient)	DATE 11-6-2014
	PROJECT NUMBER (if any) TXCDBG Contract No 713250
C/O	PROJECT NAME Cheek Community Sewer Improvement low Pressure Sewer system / Cheek Phase IV

1. The undersigned, having executed a contract with Jefferson County, TX _____ for the construction of the above-identified project, acknowledges that:

   (a) The Labor Standards provisions are included in the aforesaid contract,

   (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility.

2. He certifies that:

   (a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended.

   (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

   (a) The legal name and the business address of the undersigned are:

   T. Johnson Industries, Inc.
   P.O Box 8009 Lumberton, TX 77657

   (b) The undersigned is:

(1) A SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF Texas
(2) A PARTNERSHIP	(4) OTHER ORGANIZATION (Describe)

   (c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
Terry Johnson Sr.	President	P.O. Box 8009 Lumberton Tx 77657

(d) The names and addresses of all other persons having a substantial interest in the undersigned, and the nature of the interest are:

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are:

NAME	ADDRESS	TRADE CLASSIFICATION

T. Johnson Industries, Inc.
(Contractor)

Date 11-6-2014

By

Non-collusion Affidavit of Prime Bidder

State of TEXAS }

County of JEFFERSON }

Terry Johnson, Sr., being first duly sworn, deposes and says that:

(1) He is President of T. Johnson Industries, Inc the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Jefferson (Local Public Agency) or any person interested in the proposed Contract; and County, Tx.

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) Terry Johnson

President
Title

Subscribed and sworn to me this 3 day of November 2014.

By: Alica M Wright

Notary Public

ALICA M. WRIGHT
Notary Public
STATE OF TEXAS
My Comm. Exp. July 9, 2016

My commission expires 7-9-2016

SureTec

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we T. Johnson Industries, Inc., 1443 Highway 69, Kountze, Texas 77625 as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, 9737 Great Hills Trail, Suite 320, Austin, Tx 78759, as surety, hereinafter called the "Surety," are held and firmly bound unto Jefferson County, 1149 Pearl Street, Beaumont, Texas 77701 as obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for Cheek Community Sewer Improvements Phase IV: Low Pressure Sewer System; Project No.: TXCDBG; Contract No.: 713250 IFB 14-046/KJS.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 23rd day of October, 2014.

T. Johnson Industries, Inc.
(Principal)

BY: _____

TITLE: PRESIDENT

SureTec Insurance Company

BY: Melinda Martinez
Melinda Martinez, Attorney-in-Fact

POA #: 4221022 - Baytown

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Melinda Martinez, Randy Zerinque, Don Richardson, Elsie L. Vestal

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2015 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

SURETEC INSURANCE COMPANY

By: _____
John Knox Jr., President

State of Texas ss:
County of Harris

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public
State of Texas
My Comm. Exp. 6/18/2017

_____
Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 23rd day of October, 2014, A.D.

_____
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at
PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

Exclusion of Liability for
Mold, Mycotoxins, Fungi & Environmental Hazards

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

Certificate as to Corporate Principal

I, _____, certify that I am the _____, _____, Secretary of the Corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to, for and in behalf of said corporation by authority of this governing body.

Corporate Seal

Title: _____

* Power-of-attorney for person signing for Surety Company must be attached to bond.

Payment Bond

KNOW ALL MEN BY THESE PRESENTS: that

_____

(Name of Contractor or Company)

_____

(Address)

A _____, hereinafter called Principal,

(Corporation / Partnership)

and _____

(Name of Surety Company)

_____

(Address)

Hereinafter called Surety, are held and firmly bound unto

_____

(Name of Recipient)

_____

(Recipient's Address)

Hereinafter called OWNER, in the penal sum of $ _____

Dollars, $ _____ in lawful money of the United States, for this payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONFIDENTIALITY OF THIS OBLIGATION is such that whereas, the Principal entered into a

certain contract with the OWNER, dated the _____ day of _____, a copy of which is hereto attached and made a part hereof for the construction of:

_____

(Project Name)

_____

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUB-CONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUB-CONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counter-parts, each on of (Number)which shall be deemed an original, this the _____ _____ day of _____.

ATTEST: _____
(Principal)

_____ By _____ (s)
(Principal Secretary)

(SEAL)

_____
(Witness as to Principal) (Address)

_____
(Address)

ATTEST:_____
(Surety)

_____ By _____
(Witness as to Surety) (Attorney in Fact)

_____
(Address) (Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor or Company)

_____
(Address)

a _____ hereinafter called Principal, and

_____
(Name of Surety Company

_____
(Address)

hereinafter called Surety, are held and firmly bound unto

_____
(Name of Recipient)

_____
(Recipient's Address)

hereinafter called OWNER, in the penal sum of $_____ Dollars ($__) in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly in these presents.

THE CONDITION OF THIS OBBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated the ___ day of _____, a copy of which is hereto attached and made a part hereof for the construction of:

_____
_____
_____

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties in all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, on this the _____ day of _____.

ATTEST:_____
(Principal)

_____By _____(s)
(Principal Secretary)

(SEAL)

_____
(Witness as to Principal) (Address)

_____
(Address)

_____
ATTEST: (Surety)

_____ By _____
(Witness as to Surety) (Attorney in Fact)

_____
(Address) (Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

Attorney's Review Certification
(Recommended)

I, the undersigned, _____, the duly authorized and acting legal representative of the _____, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and am of the opinion that each of the agreements may be duly executed by the proper parties, acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties; and that the agreements shall constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Attorney's signature: _____ Date: _____

Print Attorney's Name: _____

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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

A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

1. Name of person doing business with local governmental entity.

TERRY JOHNSON, SR.

2. ☐ Check this box is 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

NONE

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

NONE

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

   This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

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

      ☐ Yes ☑ No

   B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

      ☐ Yes ☑ No

   C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

      ☐ Yes ☑ No

   D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7. [signature] 11-6-2014

   Signature of person doing business with the governmental entity — Date

Good Faith Effort Determination Checklist

This information must be submitted with your bid.

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

Did the Prime Contractor/Consultant . . .

☑ 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 HUB Subcontractor participation?
☐ Yes	☑ No	2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
☑ Yes	☐ No	3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?
☑ Yes	☐ No	4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?
☐ Yes	☑ No	5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
☐ Yes	☑ No	6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

No HUB SUBCONTRACTORS SUBMITTED A BID FOR THIS PROJECT.

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.

TERRY JOHNSON, SR
Printed Name of Authorized Representative

Signature

PRESIDENT
Title

11-6-2014
Date

Notice of Intent (NOI) to SUBCONTRACT WITH Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Instructions for Prime Contractor/Consultant: Please submit the form to the Purchasing Agent's Representative after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Sub consultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: T. Johnson Industries, Inc. HUB: ☐ Yes ☐ No

Address: P.O. Box 8009 Lumberton TX 77657
Street City State Zip

Phone (with area code): 409-246-2440 Fax (with area code): 409-246-3229

Project Title & No.: Cheek Community Sewer Improvement Project. Low Pressure Sewer System. Cheek Phase IV TXCDBG - 713250

Prime Contract Amount: $

HUB Subcontractor Name: NA

HUB Status (Gender & Ethnicity):

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

Address:
Street City State Zip

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

Proposed Subcontract Amount: $ Percentage of Prime Contract: %

Description of Subcontract Work to be Performed:

Terry Johnson, Sr.	Terry Johnson	11-6-2014
Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

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

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Sub consultant Change Form"must be completed and faxed to 409-835-8456.

Historically Underutilized Business (HUB)Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

Prime Contractor: T. Johnson Industries, Inc. HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: P.O. Box 8009 Lumberton Tx 77657
Street City State Zip

Phone (with area code): 409-246-2440 Fax (with area code): 409-246-3229

Project Title & No.: Cheek Community Sewer Improvement IFB/RFP No.: IFB. 14-046/KJS
TXCDBG-7132'50

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: NA

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Historically Underutilized Business (Hub) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: NA

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: NA

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

All HUB Subcontractor Participation may be verified with the HUB Subcontractors listed on Part I.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

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

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

- ☐ All subcontractors to be utilized are "Non-HUBs."*(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☑ Other: No Subcontractor will be used

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Terry Johnson, Sr.

Title: President

Signature: Terry Johnson

Date: 11-6-2014

E-mail address: tjohnsoninc@gt.rr.com

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

Name (print or type): Steve Hartt

Title: General Manager

Date: 11-6-2014

E-mail address: steve hartt@gt.rr.com

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) "Nonresident 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 T. Johnson Industries Inc. [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.):	76-0355470
Company Name submitting bid/proposal:	T. Johnson Industries, Inc.
Mailing address:	P.O. Box 8009 Lumberton, Tx 77657
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.

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 HARDIN

BEFORE ME, the undersigned authority, a Notary Public in and for the State of TEXAS, on this day personally appeared TERRY JOHNSON, SR., who

(Name)

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

"I, TERRY JOHNSON, SR am a duly authorized officer of/agent

(Name)

for T. JOHNSON INDUSTRIES, INC. and have been duly authorized to execute the

(Name of firm)

foregoing on behalf of the said T. JOHNSON INDUSTRIES, INC.

(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: T. JOHNSON INDUSTRIES, INC.
P.O. Box 8009 LUMBERTON TX 77657

Fax: 409-246-3229 Telephone#: 409-246-2440

By: TERRY JOHNSON, SR. Title: PRESIDENT

(Print name)

Signature:

SUBSCRIBED AND SWORN to before me by the above-named

Terry Johnson, SR on

this the 20 day of October, ~~2013~~ 2014

Notary Public in and for the State of TEXAS

JOHN M KELLY
My Commission Expires
January 23, 2017

§ 135.38 Section 3 Clause

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

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Equal Opportunity Guidelines for Construction Contractors

1. **What are the responsibilities of the offer or bidder to insure equal employment opportunity?**

   The offer or bidder must comply with the "Equal Opportunity Clause" and the "Standard Federal Equal Opportunity Construction Contract Specifications."

2. **Are construction contractors required to insure a comfortable working environment for all employees?**

   Yes, it is the construction contractor's responsibility to provide an environment free of harassment, intimidation, and coercion to all employees and to notify all foremen and supervisors to carry out this obligation, with specific attention to minority or female individuals.

3. **To alleviate developing separate facilities for men and women on all sites, can a construction contractor place all women employees on one site?**

   No, two or more women should be assigned to each site when possible.

4. **Are construction contractors required to make special outreach efforts to Section 3 or minority and female recruitment sources?**

   Yes, construction contractors must establish a current list of Section 3, minority and female recruitment sources. Notification of employment opportunities, including the availability of on-the-job training and apprenticeship programs, should be given to these sources. The efforts of the construction contractors should be kept in file.

5. **Should records be maintained on the number of Section 3 residents, minority and females applying for positions with construction contractors?**

   Yes, records must be maintained to include a current list of names, addresses and telephone numbers of all Section 3, minority and female applicants. The documentation should also include the results of the applications submitted.

6. **What happens if a woman or minority is sent to the union by the Contractor and is not referred back to the Contractor for employment?**

   If the unions impede the construction contractor's responsibility to provide equal employment opportunity, a written notice should be submitted to ORCA.

7. **What efforts are made by construction contractors to create entry-level positions for Section 3 residents, women and minorities?**

   Construction contractors are required to develop on-the-job training programs, or participate in training programs, especially those funded by the Department of Labor, to create positions for Section 3 residents, women and minorities and to meet employment needs.

8. **Are any efforts made by the Contractor to publicize their Equal Employment Opportunity (EEO) policy?**

   Yes, the construction contractor is responsible for notifying unions and sources of training programs of their equal employment opportunity policy. Unions should be requested to cooperate in the effort of equal opportunity. The policy should be included in any appropriate manuals, or collective bargaining agreements. The construction contractor is encouraged to publicize the equal employment opportunity policy in the company newspaper and annual report. The Contractor is also responsible to include the EEO policy in all media advertisement.

9. **Are any in-service training programs provided for staff to update the EEO policy?**

   At least annually a review of the EEO policy and the affirmative action obligations are required of all personnel employees of a decision-making status. A record of the meeting including date, time,

location, persons present, subject matter discussed, and disposition of the subject matter should be maintained.

10. What recruitment efforts are made for Section 3 residents, minorities and women?

The construction contractor must notify, both orally and in writing, Section 3,minority and female recruitment sources one month prior to the date of acceptance for apprenticeship or other training programs.

11. Are any measures taken to encourage promotions for minorities and women?

Yes, an annual evaluation should be conducted for all minority and female personnel to encourage these employees to seek higher positions.

12. What efforts are taken to insure that personnel policies are in accordance with the EEO policy?

Personnel policies in regard to job practices, work assignments, etc. should be continually monitored to insure that the EEO policy is carried out.

13. Can women be excluded from utilizing any facilities available to men?

No, all facilities and company activities are non-segregated except for bathrooms or changing facilities to insure privacy.

14. What efforts are made to utilize minority and female contractors and suppliers?

None, however records are kept of all offers to minority and female construction contractors.

15. If a construction contractor participates in a business related association that does not comply with affirmative action standards, does that show his/her failure to comply?

No, the construction contractor is responsible for its own compliance.

16. Will a construction contractor be in violation of EEO policy and affirmative action if he sets up one set of goals to include minorities and women?

Yes. There is a separate goal for minorities and a separate single goal for women. The construction contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women both minority and non-minority.

17. Can a construction contractor hire a subcontractor who has been debarred from government contracts pursuant to EEO?

No. The construction contractor must suspend, terminate or cancel its contract with any Subcontractor who is in violation of the EEO policy.

18. What effort has been taken by the construction contractor to monitor all employment to insure the company EEO policy is being carried out?

The construction contractor must designate a responsible individual to keep accurate records of all employees that includes specific information required by the government.

Certification of Bidder Regarding Section 3 and Segregated Facilities

T. Johnson Industries, Inc — Cheek Community Sewer Improvement Project TxCDBG-713250

Name of Prime Contractor — Project Name & Number

The undersigned hereby certifies that

a) Section 3 provisions are included in the Contract

b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $10,000).

c) No segregated facilities will be maintained.

Terry Johnson, Sr. - President

Name & Title of Signer (Print or Type)

Signature

11-6-2014

Date

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

The undersigned TERRY JOHNSON, SR of T. JOHNSON INDUSTRIES, INC. certifies, to the best of its knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of 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 sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

Signed: _____ Date: 11-6-2014

Title: PRESIDENT

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to Influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter(the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if It Is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards Include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, Slate and zip code of the prime Federal recipient. Include Congressional District, If known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, Slate and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter (he full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this

is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box (es).Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provides specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) Is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, Including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, Including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Disclosure of Lobbying Activities

APPROVED BY OMB 0348-0046

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

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
a. contract	a. bid/offer/application	a. initial filing b. material change
b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	b. initial award c. post-award	**For Material Change Only:** year quarter date of last report

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
Prime • Sub-awardee Tier *if known*	
6. Federal Department/Agency:	7. **Federal Program Name/Description:** CFDA Number, *if applicable:*
IL **Federal Action Number,** *if known:*	**9.** Award **Amount,** *if known:* $
10. a. Name and Address of Lobbying Entity *(If individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
(attach Continuation Sheet(s) SF-LLLA, *if necessary)*	

11. Amount of Payment *(check all that apply):*	13. Type of Payment *(check all that apply):*
$ actual planned	Ea. retainer
	* b . one-time fee
12. Form of Payment *(check all that apply):* a. cash b. in-kind: specify: nature	c. commission d. contingent fee e. deferred
value	if. other: specify:

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) SF-LLLA, *if necessary)*

15. *Continuation Sheet(s)* **SF-LLLA attached:** Yes No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature:

Print Name: TERRY JOHNSON, SR

Title: PRESIDENT

Telephone No.: 409-246-2440 Date: 1-6-2014

Federal Use Only:

Authorized for Local Reproduction

Standard Form LLL (Rev. 7-97)

Section 19 – Special Conditions – concerning required signage on TxCDBG job sites

E. Public buildings, facilities, centers, constructed with funds provided under this contract shall have permanent signage placed in a prominent visible public area with the wording provided below. The formatting of such signage will be at local discretion to best fit the architectural design of the facility constructed but should be legible from at least three feet.

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

Project Sign Wording:

"This project is funded by the Office of Rural Affairs of the Texas Department of Agriculture, to strengthen and enhance the quality of life in smaller and rural communities with funds allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Program."

See Plans for project signage details.

Title 29 Labor

Subtitle A - Office of the Secretary of Labor

PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sec.

3.1 Purpose and scope
3.2 Definitions
3.3 Weekly statement with respect to payment of wages
3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
3.7 Applications for the approval of the Secretary of Labor
3.8 Action by the Secretary of Labor upon applications.
3.9 Prohibited payroll deductions.
3.10 Methods of payment of wages.
3.11 Regulations part of contract.

AUTHORITY: The provisions of this Part 3 issued under *R.S.* 161,*sec. 2, 48 Stat.* §48; *Reorg.* Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

SOURCE: The provisions of this Part 3 appearat 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

Section 3.1 Purpose and Scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally-assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or 'work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways,

lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms "construction", "prosecution", "completion," or "repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the Unites States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the Di strict of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentality's of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the U sited States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentality's.

(29 FR 97, Jan. 4, 1964, as amended at 33 FR **32575, Nov. 27, 1973)**

Section 3.3 Weekly statement with respect to payment of wages.

a. As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer of employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, "Statement of Compliance," or on an identical form on the back of WH 347,

"Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office,

(c) The requirements of this section shall not apply to any contract of $2,000 o r less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

{29 F.R. 95, Jan. 4, 1964, as amended at 33 F.R. 10186, July 17, 1968}

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

(a) Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor: Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the

continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasigovernmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under §516.27(a) of this title shall be kept.

(j) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not in violation of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either (1) voluntarily consented to be the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

{36 F.R. 9770, May 28, 1971.}

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

(a) Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(b) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(c) The deduction is not otherwise prohibited by law;

(d) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(e) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

(a) Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(b) The application shall be in writing and shall be addressed to the Secretary of Labor. The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have change d in regard to the payroll deductions.

{36 F.R. 9770. May 28, 1971.}

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

Special Provisions

Cheek Community Sewer Improvements Project
Low Pressure Sewer System – Cheek Phase IV
Cheek Area Community
Jefferson County, Texas
IFB 14-046/KJS
ACE Job No. 114-12B

1. The selection of a CONTRACTOR for this project shall be determined by the low responsive, responsible bid for the proposal. The price bid should include the cost of all items outlined in the summary of work to accomplish the respective task.

   Please indicate the number of Calendar Days in the space provided on the ***PROPOSAL FORMS.***

   Bidders are advised that when an Addendum is issued each Addendum must be recognized by signature and a copy of all signed Addendums must be submitted with Bid.

   It is the intent of these specifications to pay the CONTRACTOR for those items in the proposal, which he performs on. The CONTRACTOR will not be due profit or any other compensation for those items in the proposal, which are not used, not used completely, or for items deleted from this contract.

2. The CONTRACTOR shall provide the OWNER, upon request, with a financial statement and experience record.
3. **A mandatory Pre-Bid Conference will be held on October 16, 2014 at 11:00 AM CST. The conference will be held in the Jefferson County Engineering Department Conference Room located on the fifth floor of the Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas 77701.** Any questions should be directed to the ENGINEER, in writing, prior to the bid opening.
4. The ENGINEER shall furnish on the plans convenient benchmarks for the control of grades. Any additional stakes required by the CONTRACTOR shall be set at his expense. When necessary, work shall be suspended to permit this work, but such suspension will be as brief as practicable and the CONTRACTOR shall be allowed no extra compensation.
5. Where there is conflict of measurement designation between the Specification and the Proposal, the unit of measurement indicated on the Proposal shall prevail.
6. When conflicts exist between the Special Provisions and General Specifications, the Special Provisions shall control.
7. Safety Standards and Accident Prevention

With respect to all work performed under this contract, the CONTRACTOR shall:

a) Comply with safety standard provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction", published by the Associated General CONTRACTORS of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of Code Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971.

b) Exercise every precaution at all times for the prevention of accidents and the protection of person (including employees and property).

10. Any questions arising on the plans and specifications must be submitted to the ENGINEER in writing prior to **BID OPENING**.

11. Regardless of culpability, the CONTRACTOR shall not be allowed to take advantage of any errors or omissions in these plans and specifications or his work orders. The CONTRACTOR is required to notify the ENGINEER of all errors or omissions as soon as he becomes aware of them. Suitable instructions will be given to the CONTRACTOR by the ENGINEER when such errors or omissions are discovered. No compensation for any delay or down time, including time to receive the ENGINEER'S instructions or approval, shall be allowed. Further, any errors and/or omissions contained in the plans and/or specifications do not absolve the CONTRACTOR from ultimate and final responsibility for the successful completion of this project to the satisfaction of the ENGINEER. The degree of detail reflected in the plans or lack of same does not absolve the CONTRACTOR from the necessity of conducting an extensive investigation of the project area prior to submission of his/her bid. The CONTRACTOR will not be due any additional compensation for difficulties arising out of his/her failure to inspect, analyze the actual job site prior to submission of his/her bid.

12. The CONTRACTOR is expected to be completely familiar with the provisions contained in these specifications. The CONTRACTOR will not be allowed any additional payment or extension of time due to difficulties caused by his/her failure to acquaint himself/herself with this document.

13. Any and all work which, in the opinion of the ENGINEER, is necessary to complete the project and which is neither specifically listed and/or identified in the bid proposal items not

elsewhere in these specifications, shall be considered incidental to the work and the CONTRACTOR will not be due any additional payment for completion of said required work.

14. Liquidation damages for delay beyond specified time for completion are **$500.00** per day.
15. WARRANTY

    The CONTRACTOR and/or his Surety will be required by the OWNER to repair, replace, restore, and/or to make to comply strictly in all things with the contract, and the plans and specifications, and any and all of said work and/or materials which within a period of ***One Year*** from and after the date of the passing, approval, and/or acceptance of any such work or materials are found to be defective, or to fail in any way to comply with this contract or with the plans and specifications.

16. The OWNER reserves the right to control the sequence of work.
17. Permits, Licenses and Laws

    The CONTRACTOR shall obtain at his own expenses, all necessary permits and licenses from the proper authorities and shall give all notice required by law or ordinance and shall pay all fees and charges incidental to the due and lawful prosecution for the work and shall comply with all laws, ordinances and regulations relating thereto.

18. Although trade names for materials may have been used in the Proposals and Plans for this project, it is intended that materials of equal quality will be acceptable on approval of the ENGINEER and the OWNER. Approval shall be obtained prior to receiving bids.
19. All materials for this project shall meet AWWA Specifications and requirements.
20. This contract is issued by an organization which qualifies for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise and Use Tax Act as codified in Chapter 151 of the Texas Tax Code.
21. House Bill 1859 provides that retainage can be withheld from payment due the CONTRACTOR, from monthly progress payments for completed work. A 10% retainage will be retained until final payment is made in keeping with the "Texas Community Development Block Grant Program" requirements.
22. Bidders are advised that OWNER reserves the right to reduce any proposal by any amount, in accordance with General Conditions of the Agreement.

23. If a bidder desires to make qualifications in his bid, it shall be done in writing, attached to and submitted with his sealed bid.
24. The CONTRACTOR is responsible for any damage resulting from negligence. The CONTRACTOR will take the necessary steps to prevent these occurrences and damage to OWNERS property or adjacent properties.
25. Utilities: It shall be the CONTRACTOR'S responsibility to contact public and private utility companies in advance of construction, allowing each their respective lead time to locate and to make adjustment as necessary, of water, electric, telephone and gas mains or service lines. The CONTRACTOR shall also notify various utility companies of proposed work and work schedule. The CONTRACTOR will verify the existing utility or pipelines horizontal and vertical locations prior to initiation of construction. No extra payment will be allowed for any extra excavation incurred or downtime, which results from the required location of existing utilities. CONTRACTOR shall keep a notebook of all location requests. Each notation will contain the following information: **Date, Time, Brief Location Summary, Request ID Number, and Call Back Repair Number**. Any damage to utilities as a result of the CONTRACTOR'S negligence will be repaired to the satisfaction of the OWNER of the damaged utility with no compensation due the CONTRACTOR.
26. A Project Sign is required for this project. Sign is to be 4' x 8' format and will be encased in a free standing frame. No separate pay item will be established for this task. Sign language is provided in the plans portion of this bid packet.
27. All suitable surplus excavated materials will remain the property of the OWNER for use as directed by the engineer. Suitable material may be retained to facilitate site drainage as directed by the ENGINEER.
28. CONTRACTOR shall furnish temporary sanitary facilities at the site, as provided herein, for the needs of all construction workers and others performing work or furnishing services of the project. Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet will be furnished for each 20 workers, and serviced at least once a week. CONTRACTOR shall enforce the use of such sanitary facilities by all personnel at the site.
29. Cement stabilized sand for this Project shall contain 1½ sacks of cement per cubic yard of sand.

30. The cleanup for each respective task shall be included in the unit price bid for each item and shall be full compensation for all labor, materials, equipment, etc., required to complete work as directed by the ENGINEER. This item includes the removal of all surplus materials and debris, final grading as required including the import of material required to raise grade to proper elevation following backfill settlement or excessive soil removal. Any ditches disturbed by the construction shall be restored to their original grade.
31. Ditches along roadways shall be restored to original shape and grade. No additional compensation will be made for restoring ditches rutted during construction.
32. The CONTRACTOR shall notify the Jefferson County Sheriff's Department, Fire Department, prior to closing any existing street or roadway.
33. The CONTRACTOR shall maintain streets and roadways as directed by the ENGINEER. This maintenance shall be limited to that amount required to enable suitable traffic movement. Road shell or other suitable material shall be used to provide suitable surface for traffic on streets, driveways, and shoulders. This task is considered incidental to the work and the CONTRACTOR will not be due any additional payment for this required work.
34. Concrete for this project, when directed, shall be Class A, 4000 psi in 28 days using 1½" maximum size aggregate.
35. Provision shall be made for the identification of Force Main Pipes in accordance with TCEQ chapter §217.66. There will be no separate pay item for this task.

    (a) A detector tape must be laid in the same trench as a force main pipe. The detector tape must be located above and parallel to the force main

    (b) The detector tape must bear the label *"PRESSURIZED WASTEWATER"* continuously repeated in at least 1.5 inch letters

Summary of Work (Addendum #1)

CONTRACTOR shall furnish all labor, materials, equipment, insurance, payroll, taxes, permits and supervision to **Install Low Pressure Sewer Force Main. This project has to be completed by May 1, 2015**. Work task includes following sanitary sewer improvement activities:

1. Installation of Low Pressure Sewer Force Main

Install approximately **8,060 L.F.** of 3" PVC SDR-26 Sewer Force Main (**Green**), **112 L.F.** of Roadway Boring and Steel Casing and **162 L.F.** of Driveway Bore Sewer Force Mains including "Mega-Lug" joint restraints for all valves and fittings. Work task also includes hydrostatic testing of new force main per specifications.

Contractor shall install a detector tape in the same trench as a force main pipe and must be located above and parallel to the force main. The detector tape must bear the label "**PRESSURIZED WASTEWATER**" continuously repeated in at least 1.5 inch letters. Unit bid price for the force main installation shall include a detector tape. There will be no separate pay item for installing a detector tape.

2. Service Lines

Service lines location will be determined in the field between the contractor, and engineer. The following are the eighteen (18) addresses:

7257 Boyt	4048 Wells	8643 Phillips
8033 Boyt	8701 Phillips	8461 Landry
9382 Lawhon	5853 Martel	5808 Moonglow
7964 Boyt	7606 Boyt	8684 Phillips
7351 Boyt	7498 Boyt	7116 Faith
7763 Boyt	7727 Boyt	8664 Phillips

Short side services consist of installing the 1 ¼" FM size Tap Saddle, 1 ¼" SDR-11 HDPE, shut off valve, check valve and valve box at the property line per Plan Details ***(See Sheet 15 of 17)***.

Long sides services will be as noted above but will also include a bore under the roadway. Contractor shall take care not to damage the road surface.

Bid Proposal - Addendum No. 1

Cheek Community Sewer Improvements - Cheek Phase IV

Jefferson County, Texas

TXCDBG Contract No. 713520|ACE Job No. 114-12B

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
1	MOBILIZATION AND DEMOBILIZATION	L.S.	1						
2	3" PVC SDR-26 SEWER FORCE MAIN COMPLETE IN PLACE INCLUDING SAND ENCASEMENT PER DETAIL	L.F.	8,060						
3	ROADWAY BORE AND STEEL CASING FOR 3" SEWER FORCE MAIN, ENCLUDE END SEALS	L.F.	112						
4	DRIVEWAY BORE FOR 3" SEWER FORCE MAIN	L.F.	162						
5	3" 45 DEG. BEND DI-MJ, RESTRAINED W/ MEGA-LUGS	EA.	11						
6	3" GATE VALVE DI-MJ RESTRAINED W/MEGA-LUGS	EA.	5						
7	6"x3" WYE DI-MJ, RESTRAINED W/MEGA-LUG	EA.	1						
8	4"x3" WYE DI-MJ, RESTRAINED W/MEGA-LUG	EA.	2						

Bid Proposal - Addendum No. 1

Cheek Community Sewer Improvements - Cheek Phase IV

Jefferson County, Texas

TXCDBG Contract No. 713520|ACE Job No. 114-12B

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
9	3"x3" WYE DI-MJ, RESTRAINED W/MEGA-LUG	EA.	2						
10	3" TERMINAL CLEANOUT W/VAULT	EA.	5						
11	REUSE EXIST 4" TERMINAL CLEANOUT W/VAULT AT BOYT ROAD TO 3" TERMINAL CLEANOUT W/VAULT, INCLUDING ALL FITTINGS	EA.	1						
12	RELOCATE MAIL BOXES AS DIRECTED IN THE FIELD	EA.	18						
13	LONG SIDE SANITARY SEWER LOW PRESSURE SERVICE LINE FROM FORCE MAIN TO AND INCLUDING VALVE BOX AT PROPERTY LINE INCLUDING TAP SADDLE , 1-1/4" SDR-11 HDPE, FITTINGS, VALVES AND ROADWAY BORE COMPLETE IN PLACE (SEE DETAILS, SHEET 15 OF 17)	EA.	9						
14	SHORT SIDE SANITARY SEWER LOW PRESSURE SERVICE LINE FROM FORCE MAIN TO AND INCLUDING VALVE BOX AT PROPERTY LINE INCLUDING TAP, 1-1/4" SDR-11 HDPE; FITTINGS AND VALVES COMPLETE IN PLACE (SEE DETAILS, SHEET 15 OF 17)	EA.	9						
15	"610" ROCK FOR DRIVEWAYS, LOOSE DUMP AND SPREAD MIN. 6" THICK	TON	120						

Bid Proposal - Addendum No. 1

Cheek Community Sewer Improvements - Cheek Phase IV

Jefferson County, Texas

TXCDBG Contract No. 713520|ACE Job No. 114-12B

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
ITEMS TO BE USED AS DIRECTED BY ENGINEER									
16	MANHOURS WHEN AUTHORIZED BY THE ENGINEER	HOUR	10						
17	TRUCK HOURS WHEN AUTHORIZED BY THE ENGINEER	HOUR	10						
18	BACK HOE / LOADER HOUR WHEN AUTHORIZED BY THE ENGINEER	HOUR	10						
19	CEMENT STABILIZED SAND BACKFILL 1-1/2 SACK/C.Y. WHEN AUTHORIZED BY THE ENGINEER	TON	10						
20	EXTRA CLASS-A CONCRETE - BULK, COMPLETE IN PLACE WHEN AUTHORIZED BY THE ENGINEER	C.Y.	10						
21	EXTRA CLASS-A CONCRETE - FORMED, COMPLETE IN PLACE WHEN AUTHORIZED BY THE ENGINEER	C.Y.	10						
22	DUCTILE IRON FITTINGS	LB.	200						
23	15" RCP C-76 CULVERT INSTALLED ON-GRADE WHEN AUTHORIZED BY THE ENGINEER	L.F.	30						

Bid Proposal - Addendum No. 1

Cheek Community Sewer Improvements - Cheek Phase IV

Jefferson County, Texas

TXCDBG Contract No. 713520 | ACE Job No. 114-12B

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
24	18" RCP C-76 CULVERT INSTALLED ON-GRADE WHEN AUTHORIZED BY THE ENGINEER	L.F.	30						
						TOTAL			
	STATEMENT FOR SEPARATED CONTRACT COMPLIANCE:								
	NON-CONSUMABLE MATERIALS AND EQUIPMENT.....							$	
	SKILLED LABOR, MATERIALS, EQUIPMENT AND TOOLS.....							$	
						TOTAL		$	

The undersigned agrees to commence work within ten (10) days after the date of written notice to commence work and to substantially complete the work on which he has bid within (_____) calendar days as provided in the General Conditions of the Agreement. Enclosed herewith is a cashier's check, certified check, or bid bond in the sum of 5% of the greatest amount bid which it is agreed shall be collected and retained by the **OWNER** as liquidating damages in the event this proposal is accepted by the **OWNER** within sixty (60) days after the date advertised for the reception of bids and the undersigned fails to execute the contract and the required bond with the **OWNER**, under the conditions hereof, within ten (10) days after the date said proposal is accepted, otherwise said check or bond shall be returned to the undersigned upon demand.

CONTRACTOR: _____ ADDRESS: _____ Phone: _____

BY: _____ DATE: _____

Specifications for Sanitary Sewer Construction

1. DEFINITIONS

Whenever the following terms are used in these specifications, their meaning will be construed in accordance with the definitions listed below:

A. OWNER – Jefferson County (Grantee), acting by and through its duly authorized representative.

A. ENGINEER – The Director of Public Works and/or authorized firms or individuals.

B. Inspector – A representative of the Director of Public Works, OWNER or ENGINEER stationed at the site of the work to secure conformity with the plans and specification, to keep a record of the work performed by the CONTRACTOR, and to serve in such other capacities as the ENGINEER may direct.

C. Plans – The plans shall include all drawings adopted by the OWNER pertaining to the work under this contract and shall include the printed detail drawings, which are a part of these specifications.

D. Profile – That portion of the plans showing a vertical section along the centerline location of the sewer.

E. ASTM Specifications – Specifications adopted by the American Society for Testing Materials governing the methods and procedures for manufacturing and testing materials and which bear appropriate alphabetical and numerical designations pertinent to the various items involved.

F. ASA Specifications – Specifications adopted by the American Standards Association governing the methods and procedures for manufacturing and testing materials and which bear appropriate alphabetical and numerical designations pertinent to various items involved.

2. ABBREVIATIONS

The following abbreviations will be used in these specifications and in proposals and contracts:

Cu. Yd. Or C.Y.	Cubic Yards	M.f.b.m.	Thousand feet board meas.
Sq. Yd. Or S.Y.	Square Yards	Lbs.	Pounds Lin. Ft. or
L.F.	Linear Foot	L.S.	Lump Sum
Sq. Ft. or S.F.	Square Foot	R.C.	Reinforced Concrete
Sq. In.	Square Inch	M.R.C.	Monolithic Reinf. Concrete
Min.	Minimum	Max.	Maximum

Other abbreviations, where used, shall be given their generally accepted meaning.

3. OTHER SPECIFICATIONS

Special specifications will be furnished where items to be furnished or constructed under the Contract are not covered by these Standard Sewer Specifications. Where provisions of such Special Provisions or Special Specification are in conflict with the Standard Specifications, the Special Specifications shall govern.

4. ACCESS

The ENGINEER and his duly authorized representatives shall have access to any part of the work at all times.

5. USAGE

The OWNER shall have the right to use any complete portion of the work at any time prior to the completion of the entire Contract where in the judgment of the ENGINEER, such use will not interfere with the operation of the CONTRACTOR. The use of completed portion of the work by the OWNER does not constitute an acceptance of the work by the OWNER.

6. SITE OF WORK

The OWNER will furnish all right-of-ways considered necessary by the ENGINEER for the construction of the work under contract as set forth in the General Conditions, however, whenever the CONTRACTOR deems it necessary to make use of private property for field office, space storage yard equipment or materials or for spoiling excess excavated materials, he shall make his own arrangements with OWNERS of such property and shall indemnify and save harmless the OWNER from any damages or claims resulting from such use.

7. TRAFFIC

A. The CONTRACTOR is referred to the General Conditions in regard to closing streets to traffic. In general, materials will not be stored in the streets without permission from the ENGINEER, however, when such permission is granted, materials shall be stored so as to obstruct public travel as little as possible and in no case shall there be less than 12 feet width of unobstructed road. Materials and/or parked equipment near the path of traffic shall be protected by warning lights at night. Where sewer trenches are excavated, blocking private driveways, the CONTRACTOR shall provide at his own expense suitable temporary bridges, to permit safe access to the private driveways. Suitable bridges for pedestrians shall be constructed at intersecting walk lines.

B. Not less than 24 hours before closing any street to traffic, the CONTRACTOR shall notify the Director of the Department of Traffic and Transportation of such necessary closing.

C. When any sewer trench crosses a dead-end street, the CONTRACTOR shall construct a bridge not less than 16 feet in width to permit ingress and egress to such dead-end street. Such bridge shall be of sufficient strength to carry the traffic normally using such street. The bridge shall be constructed immediately behind the excavating equipment. The start of excavation operations will not be permitted until sufficient material is on hand on the job-site to construct the bridge.

8. BARRICADES, WARNING AND DETOUR SIGNS

A. The safety of the public and convenience of traffic shall be regarded as of prime importance during construction. In all respects, public safety and convenience and provisions therefor, made necessary by the work, shall be the direct responsibility of the CONTRACTOR and shall be performed at his entire expense.

B. When any section of a street is closed to traffic, the CONTRACTOR shall furnish and maintain at each end of the closed section and at all intersecting streets at a distance of one block on each side of the work, Department of Public Works standard barricades, adequate warning and directing signs, lights, and red flags. All lights shall be kept burning from sunset to sunrise. The CONTRACTOR shall provide and maintain such standard barricades, signs, lights, and flags within the closed portion of the street as may be necessary to protect the work and safeguard local traffic, and only standard signs and barricades shall be used.

C. The CONTRACTOR will not be permitted to start any operation that will close a street or streets until the required barricades are in place.

D. Between sunset and sunrise, and at all times when construction operations are not in progress, the CONTRACTOR will provide and maintain a watchman on the site of the work whose prime duty shall be to maintain in a proper position and condition all barricades, warning and directing signs, lights and flags.

E. No direct compensation will be made to the CONTRACTOR for furnishing watchmen; furnishing, installing and maintaining barricades, warning and detour signs and their subsequent removal; and all other incidentals necessary for the proper direction, safety, and convenience of traffic during the contract period as this work is to be considered subsidiary to the several items for which unit prices are requested in the proposal.

9. UNDER-GROUND PIPES, DUCTS AND UTILITIES

A. It is the intention of the OWNER to show on the plans, the approximate location of all-underground utility lines, and structures except service connections to buildings.

Where gas, water and sewer lines exist in the vicinity, the CONTRACTOR should assume that service connections exist to each building.

B. Where pipes, ducts and other structures are encountered in the excavation, but are not shown on the plans (except service connections as set out above, the ENGINEER will measure in place, all excavation necessary for construction of the sewer that cannot, by reason of the presence of said pipe, duct, or other structure, be performed by the normal trenching machine, or other methods in use on the job. Measurement will be by the cubic yard, in place, without deduction for the space occupied by portions of the pipe, duct or other structure that are left in place across the trench. Payment will be made for the sewer and other installed appurtenances at the contract price in addition to the price paid for the "SPECIAL EXCAVATION".

C. Payment of the contract price for "SPECIAL EXCAVATION", measured as set out herein, shall be full compensation for all additional expense occasioned by encountering said underground pipe, duct or other structure, including additional equipment, additional work, additional use of equipment, delays, in completion of the work and delays to men and equipment, additional cost of excavation and disposal of excavated materials and of sheeting and shoring and every other item of expense occasioned by encountering said underground pipe, duct or other structure except that where the ENGINEER orders the CONTRACTOR to cut into or patch said pipe, duct or other structure, the CONTRACTOR will be paid for said cutting or patching as extra work.

D. Where underground pipes, ducts, or other structures are encountered in the excavation for sewer installation the CONTRACTOR shall, at his own expense, take adequate measures to protect them from damage.

E. Where shown on the plans that the sewer construction will require the removal and replacement of culverts, bridges or other structures, or of excavating beneath such culverts, bridges or other structures, such removal and replacement or otherwise crossing shall be at the CONTRACTOR'S expense, excepting the removal and replacement of surfacing which will be paid for at the contract price.

F. It shall be the responsibility of the CONTRACTOR to locate such underground installations sufficiently in advance of the trench excavation to preclude damage to same. Sewer pipe crossing trench and carrying small volumes of water may be temporarily disconnected to permit machine excavation at such location provided that any pipe damage in such removal shall be replaced at the expense of the CONTRACTOR with new pipe meeting the same specifications as the old pipe removed. In event pipe removed is not damaged in removal, it shall be reconnected immediately after location is cleared by the excavating machine at no expense to the OWNER. It is the responsibility of the CONTRACTOR to provide and install all necessary bracing, shoring, and sheeting necessary to support all sewer lines or other utilities crossing, projecting into or located near the sewer trench excavation at his own expense. Where it is necessary to plug an existing sewer it shall be the

responsibility of the CONTRACTOR to supply suitable plugs on the site before cutting the same.

G. Where it is considered necessary by the ENGINEER to provide supporting concrete beams for cross sewers due to excessive trench plans or other conditions the CONTRACTOR will make such installation in accordance with detail drawings or instructions issued by the ENGINEER. Payment for such an installation will be made under appropriate items, such as "Extra Reinforcing Steel", "Extra Excavation" and "Extra Concrete".

H. Payment for "Extra Material", as stated in Specifications – General Conditions, will be made for new material ordered placed in bridges and culverts when the material in the existing structures is not suitable for reuse. Any sound material damaged in removal shall be replaced by the CONTRACTOR and no payment for such material will be made.

10. BUILDINGS, POLES, PAVEMENT, TREES, ETC.

A. Buildings or other structures along the location of the work shall be fully protected by the CONTRACTOR from damage, which may result from slides or undermining, by adequate underpinning, shoring or bracing as the particular circumstances may require.

B. Fences located within any permanent or temporary construction easement or along the boundary line between any two adjoining easements may be removed by the CONTRACTOR, but any fences removed shall be replaced in their original conditions and location by men experienced in erecting that type of fence. Unless otherwise specified no additional payment will be made for removing or replacing fences.

C. Telephone poles, light and power and other poles of similar nature and privately owned signs and similar structures which are not located on private property will be protected and supported by the OWNER, but the CONTRACTOR shall not undermine or endanger such items until the OWNER has been notified and has taken necessary precautions to protect his interest. Poles within the limits of the required operation will be moved by their OWNERs.

D. Any damage to sidewalks, street pavements, curb and gutter, driveways, drainage structures, street signs, traffic lights or signs, or other public or privately owned property, made by CONTRACTOR'S construction operations and lying outside the normal lines of excavation will be made good by the CONTRACTOR at his own expense. The CONTRACTOR will not be held responsible for damage to the surface of streets resulting from the operation of trucks in connection with the work, provided they are not loaded beyond the legal limit, but he will be held responsible for damage caused by the operation of Crawler type or steel wheeled equipment.

E. Plants, trees, and shrubbery which are within the right of way within the normal limits of the excavation and between the outside edges of the trenching machine

shall, unless otherwise provided, by removed and disposed of by the CONTRACTOR, but the CONTRACTOR shall, where possible, shift the conveyor of the machine from side to side as necessary to avoid cutting plats, trees and shrubbery.

F. Other plants and trees along the location of the sewer line that may be injured by the trenching operation shall be protected to the satisfactions of the ENGINEER at no expense to the OWNER. Where the plans state the plants, trees and shrubbery shall be removed and replaced, the CONTRACTOR shall employ a competent nurseryman to supervise the removal, care and replanting thereof, and shall replace with equal stock any of the plants, trees, or shrubs that die due to negligence or mishandling. Where the sewer construction is in an easement across private property, the CONTRACTOR may make his own arrangements with the OWNER of the property relative to removal of tress and shrubbery lying outside the limits of the trenching machine.

11. FINAL CLEANUP

A. Upon completion of the work and before acceptance and final payment, the CONTRACTOR shall remove rubbish, unused materials and temporary structures from the limits of the project and restore, in a manner acceptable to the ENGINEER, all property both public and private that has been damaged during the prosecution of the work, and shall level and grade all portions of the work where the surface of the natural ground or street surface has been disturbed during construction, and shall leave the site of the work in a neat and presentable condition, free from ruts or holes.

B. Materials cleared from the limits of the project shall not be deposited on adjacent property unless prior approval is obtained from the property OWNER involved.

C. No payment will be made for this work, its cost being included in the unit price bid.

12. ORDER OF COMPLETION

A. Unless otherwise specified or agreed, construction shall start at the lowest point of the sewer and proceed upgrade without gaps so that all completed portions of the sewer will be connected to the outlet and so that any old sewers crossing through the new sewer trench can, if the ENGINEER so orders, be connected to the sewer immediately.

B. When any portion of the work has been started, the CONTRACTOR shall proceed vigorously with the work through its various phases, including laying of the sewer, manhole construction, backfill, water tamping and cleanup and no extended lapse of time between the completion of one operation and the beginning of the next will be permitted, the various operations being carried on simultaneously where possible.

C. No more than 900 feet of sewer larger than 24" or 1500 feet of sewer 24" or smaller, within traveled streets, for each trenching machine operation, shall be allowed to remain uncompleted at any one time.

D. Manhole construction, street replacement, and cleanup are included in these requirements, except that the ENGINEER may order a delay in replacement of street surface material if, in his opinion, the trench is too soft to support same. An authorized delay in one operation does not extend to the other operations, as for example, an authorized delay in setting a manhole casting does not excuse the CONTRACTOR from his obligation to immediately complete cleanup work. The ENGINEER is authorized to refuse to give grades and to stop trenching operations at any time when such additional trench would exceed the 900 foot and 1500 foot limits herein.

E. Where the work includes a system of sewers on parallel (or nearly parallel) streets in the same area, no excavation shall be started in any street within one block of any parallel street previously excavated, until the said previously excavated street has been backfilled, water tamped and opened to traffic and the order in which the various street are excavated shall otherwise be arranged to minimize interference with fire protection and access to homes and other buildings within the area.

13. DAILY REPORTS

Inspectors are required to make daily reports, which, except for the ENGINEER'S record of grades and final measurement, are the sole record of the work performed. The CONTRACTOR shall arrange to have these records signed each day by his authorized representative. It shall be the duty of the CONTRACTOR'S representative to note upon the face of these reports any matter in which his records differ from those of the Inspector. The absence of any such entry CONTRACTOR indicates by the agreement with the Inspector's records, both as to accuracy and as to completeness. All work covered by verbal or written instruction, authorized deviation from the plans or specifications, and a complete record of all regular and extra work performed shall be entered on the daily reports. Should the CONTRACTOR be in complete disagreement with the Daily Report as prepared by the Inspector, he shall so note thereon and make reference thereon to this separate report which shall be submitted to the ENGINEER within two days (Sundays and Legal Holidays excepted).

14. TRENCH SAFETY SYSTEMS

A. DESCRIPTION: This item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project and including all additional excavation and backfill necessitated by the protection system. A trench shall be defined as a narrow excavation (in relation to its length) made below the

surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet.

15. CONSTRUCTION METHODS

A. Trench safety systems shall be accomplished in accordance with the design set out in the provision of Excavations, Trenching and Shoring, Federal Occupational Safety and Health Administration Standards, 29CFR, Part 1926, Subpart P, as amended, including Proposed Rules published in the Federal Register (Vol. 52, No 72) on Wednesday, April 15, 1987, and any revisions to the "Proposed Rules" issued prior to the bid date. The specifications by reference include Sections 1926-650 through 1926-653. Legislation that has been enacted by the Texas Legislature (H.B. No. 662 and H.B. No. 665) with regard to Trench Safety Systems, is hereby incorporated, by reference, into these specifications.

B. If the CONTRACTOR elects to use a trench protective system that, in the Proposed Rules, requires "Design by a qualified person or a qualified ENGINEER", (for example, see 1926.652 (b)(3) and 1926.652 (c)(4)), the qualified person or qualified ENGINEER shall be a Professional ENGINEER registered in the State of Texas.

16. INSPECTION

The CONTRACTOR shall make daily inspections of the trench safety systems to ensure that the systems meet OSHA requirements. Daily inspection is to be made by a competent person, provided by the CONTRACTOR. If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the CONTRACTOR to safeguard personnel entering the trench. It is the sole duty, responsibility and prerogative of the CONTRACTOR, not the OWNER or ENGINEER, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The CONTRACTOR shall maintain a permanent record of daily inspections.

17. INDEMNIFICATION

The CONTRACTOR shall indemnify and hold harmless the OWNER, its employees and agents, including the ENGINEER, from any and all damages, costs (including, without limitation, legal fees, court costs, and the cost of investigation), judgements or claims by any one for injury or death of persons resulting from the collapse or failure of trenches constructed under this contract.

18. SEWER TRENCHES

A. Except as otherwise specified or shown on the plans, all sewers shall be constructed in open cut trenches with vertical slides excavated with a ladder type trenching

machine. Excavation for inlet leads and for sewer stubs to be laid transversely across the street may be made with a trench hoe. Excavation, which, because of surface or underground obstruction, would be inaccessible to a ladder type trenching machine, may be made with other suitable types of equipment. Where machines other than ladder-type trenching machines are sued, excavated material composed of large chunks and clods shall not be used for backfilling, and such material shall be disposed of by the CONTRACTOR and other suitable material for backfill shall be provided without additional expense to the OWNER.

B. Trenches for pipe sewers smaller than 30-inch pipe shall have a width below the top of the pipe bell or other joint of not less than the outside diameter of the pipe plus 12 inches and not more than the outside diameter of the pipe plus 18 inches. Trenches for pipe sewers 30 inches and larger shall have a width below the top of the pipe of not less than the outside diameter of the pipe plus 16 inches and shall be wide enough to permit making up the joints but shall not be wider than the outside diameter of the pipe plus 24 inches.

C. Where the available right-of-way is not sufficient to permit the use of a trenching machine, the trench may be excavated by other suitable methods. Trenches for sewers 30 inches and larger laid with Class "A" Bedding, having rubber type joints on concrete pipe or joints having resilient properties on clay pipe, made as provided herein under Item 3, 16, per (d) shall have a width below the top of the pipe, of not less than the outside diameter of the pipe, plus 12 inches and not more than the outside diameter of the pipe plus 18 inches. Where test boring logs are shown on the plans, these represent one man's interpretation of borings, usually made by power augers, and were primarily for the ENGINEER'S use in design and in determining approximate quantities of various types of construction. Such information is not in any way guaranteed and the OWNER assumes no responsibility whatever for the accuracy thereof.

D. Trenches for monolithic sewers shall have a width adjacent to the sewer section equal to the outside diameter of the sewer plus the thickness of any sheathing timber extending below the top of the concrete. Above the tops of pipe bells or monolithic concrete sewers, the width of the trenches may be greater than the limits specified above by an amount sufficient only to permit placing sheathing and bracing timers and to permit installation of well point headers or manifolds and pumps in the trench where the depth of trench is such as to make it uneconomical to pump from surface installation. Sufficient space must be provided between cross braces to permit handling of forms, pipe, and other materials.

E. No excavated material shall be deposited on the gravel, shell, asphalt, concrete or other paved area of any roadway or sidewalk, or on any lawn, garden or shrubbery and such material shall be handled in such manner as not to obstruct drainage. Where necessary for compliance with this provision, the material shall be hauled.

19. DEWATERING TRENCH

No sewer pipe or monolithic sewer shall be laid in a trench in the presence of water. All water shall be removed from trench sufficiently ahead of the sewer placing operation to insure a dry, firm bed on which to place the sewer, and the trench will continue to be dewatered until after all concrete and mortar is set. Removal of water may be accomplished by bailing, pumping, or pumping in connection with well point installation ass the particular situation may warrant.

20. SHEETING AND BRACING

A. Where necessary in the ENGINEER'S opinion, the sides of the trench or other excavation shall be braced and rendered secured to the satisfaction of the ENGINEER.

B. In sewer trenches and other excavations having vertical sides, sheeting and bracing necessary to support the sides of the excavation in a vertical plane shall be installed. In trenches for monolithic sewers, flooring shall be installed as bracing to support the bottom of the vertical sheeting. Flooring shall be set solidly against undisturbed earth in the bottom of the trench. Where voids are left below the flooring the boards shall be spaced approximately two inches apart to permit the concrete to flow between the boards to fill the voids. In no case shall loose earth be permitted to remain beneath the flooring.

C. After the excavation has been backfilled and water tamped, steel or other sheeting may be pulled, otherwise sheeting and bracing, once installed may not be removed without the consent of the ENGINEER.

21. SURPLUS EXCAVATED MATERIALS

A. Any surplus excavated material shall be hauled and disposed of as directed by the ENGINEER. If the ENGINEER notifies the CONTRACTOR that the OWNER does not have use for this material, it shall become the property of the CONTRACTOR to dispose of as he wishes without injury to the OWNER or any individual. Where the ENGINEER orders the surplus material removed to some definite place, the CONTRACTOR will be paid for all haul in excess of one quarter mile (1320 feet) at the price bid per yard quarter. No extra compensation will be paid for this work where the haul is within the 1320 limit.

B. The route over which earth haul is to be made and paid for by the OWNER will be designated by the ENGINEER and shall be the shortest practical route. Earth haul shall be computed by use of cubic yard volume quantities measured in place prior to excavation, and the actual average hauled distance measured to the nearest one-eight mile from the center of gravity of the site of excavation to the center of gravity of the volume filled ad directed. Under conditions of excavation and haul

where measurement of volume prior to excavation and haul where measurement of volume prior to excavation is impractical the OWNER may elect to determine such volume quantities by truck measure and the CONTRACTOR will be required to sue such methods as necessary to permit obtaining the best practical accuracy.

C. If excavated material is left on the street, and this material becomes mixed with material excavated by the Water Department, paving CONTRACTORS, the Gas Company, or other public corporations or with that of any other firm, corporation or individual excavating on any of the OWNER'S streets and if the CONTRACTOR does not protect himself by removing his material before anyone else can mix other material with his, or if he does not put up proper partitions or barriers to keep this material separated from the other man's material, then the ENGINEER shall be the sole judge as to who is responsible for this excavated material, and his decision shall be binding on all parties. If the CONTRACTOR does not remove this material when directed by the ENGINEER, the ENGINEER has the right, under this contract and these specifications to hire trucks and men to remove this material and to deduct the cost of same from any estimate due to the said CONTRACTOR.

22. BACKFILLING

A. Backfilling shall not be started over pipe sewers until all of the steps required under "Pipe Bedding" of "Pipe Sewer, Leads and Stubs" of this specifications, have been completed. Backfilling over pipe sewers with Class "A" bedding shall not be started until the day following the placing of the cement stabilized sand. Backfilling over monolithic reinforced concrete sewers shall not be started until the concrete has a compressive strength of 1000 lbs. per sq. in., for curricular sewer, or 2000 lbs. per sq. in., for box sewers.

B. Loose earth backfill shall be placed to the top of the existing trench and then the backfill shall be jetted with water by the use of jets from the bottom. These jets shall remain in place until the water appears on the surface. No surface flooding will be allowed for this section of the backfill. After the backfill takes its initial settlement, if the settlement is more than one foot below the proposed or existing pavement or the original ground surface, more earth backfill shall be placed to bring the backfill up to one foot below the proposed or existing pavement. This additional backfill shall be water tamped by surface flooding. The last one foot of backfill up to the existing or proposed pavement or original ground shall be backfilled in layers and compacted by the use of power equipment, tractors, trucks, etc., to not less than 100% of the density of the original undisturbed soil.

C. The cost of backfilling as described above, together with all work and expense incidental thereto, shall be included in the price of the work constructed and no separate compensation will be made thereof.

23. SPECIAL BACKFILL

A. Where backfill with special materials is included as a pay item ("Special Backfill") the materials used will be paid for as indicated on bid proposal, which shall be full

compensation for furnishing and placing the material, for disposal of excess earth displaced thereby and for all other work and expense incident thereto necessary to complete the work.

B. Where "Special Backfill" is placed in a trench which has been cut wider than is permitted by "SEWER TRENCHES" of "EXCAVATION" in this specification, or has been allowed to cave to a greater width than that specified, the trench shall be backfilled for its entire width with the special material ordered, but no payment will be made for the additional material required on account of the excess trench width.

24. EXTRA EXCAVATION

Work performed under this item shall consist of the excavation of material at locations specifically designated by the ENGINEER, and which is not included under other bid items contained in these specifications. "Extra Excavation" will be measured by the cubic yard in its original locations.

25. BASIS OF PAYMENT

A. No direct payment will be made for trench excavation, handling and disposal of excavated material, or backfilling trenches and the cost of such work shall be included in the prices for the sewers, manholes, inlets and other structures and appurtenances. Payment as herein described will be made for "Extra Hauling", "Special Backfill", "Extra Excavation", "Dewatering Trench", "Sheeting and Bracing", and as described under "UNDERGROUND PIPE, DUCTS AND UTILITIES" of "GENERAL" for "Special Excavation" where such work has been ordered by the ENGINEER and performed by the CONTRACTOR. No additional payment will be made for any subsequent additional settlement, which might occur in the backfill after its original completion.

B. When sewer trenches are excavated through ground that has been previously filled and foreign matter is found in the fill, covered with earth in such a manner as not to be evident from the surface and such foreign matter cannot be removed by the trenching machine, the CONTRACTOR will be paid for necessary removal of such foreign matter, as provided for in extra work. In such cases, no additional payment will be made on account of old trench sheeting or bracing encountered where the excavation crosses old trenches.

26. MONOLITHIC REINFORCED CONCRETE SEWERS

A. DESCRIPTION: The work to be performed under this specification shall consist of the construction of monolithic reinforced concrete sewers complete in place.

B. Otherwise specified, sewers constructed under this item shall conform to drawings prepared by the OWNER, which drawings are included with these specifications unless pipe sewer or special construction is in accordance with this item.

27. CONSTRUCTION METHODS

A. After the trench has been excavated in accordance with "EXCAVATION" of these specifications, that portion of the sides of the trench that will be in contract with the concrete shall be hand trimmed and shaped to conform to the section of the sewer to be constructed and the bottom of the trench shall be fine-graded to the grade established. Below the grade line so established, no backfill will be permitted. Where time sheathing or flooring is used, proper allowances for time thickness shall be made.

B. Upon completion of the trench the CONTRACTOR shall place the reinforcing steel and forms and securely brace them in the proper position and place concrete in accordance with "CONCRETE FOR SEWERS AND APPURTENANCES" of this specification. The top of sewer shall be finished by hand with a wooden float, and thickness shall be checked with a wire gauge.

C. The CONTRACTOR shall, at his own expense, furnish and place in position as directed by the ENGINEER, all necessary stakes, grade and batter boards for locating the work. The grade boards shall be one inch by three inches, and planed on all four sides to truly parallel faces. The boards and all location stakes must be protected from injury or change in location. The sound twilled lines for use in giving lines and grades and the necessary plummets and graduated poles approved by the ENGINEER.

28. FORMS

A. Suitable collapsible centers or forms with smooth surfaces of ample strength shall be provided and rigidly braced. The bracing shall be adequate to prevent deviation from the correct lines. All steel forms shall be neatly and accurately made with all similar parts in each longitudinal section interchangeable with other sections. Bent plates required to fit shall be rolled and fabricated to the correct curves before assembly. Suitable forms shall be provided for bends in the sewer. Steel filler plate shall be furnished. All wooden forms shall be built of clean, sound lumber, reasonable free from knots, dressed on all sides, and neatly fitted. Tongued and grooved material shall be used where required. The form surface shall be watertight, securely fastened to the ribs or supports. No forms built up in the trench not ribs with separated pieces of wooden lagging will be allowed except for specials or curves. No center no form shall be used, which is not clean, is of improper shape or strength or in any way unsuitable. Before placing concrete or reinforcement, the forms shall be coated with lubricants to prevent the adherence of concrete.

B. Circular forms shall be set on concrete blocks of proper thickness approximately 4" X 6" in dimensions, spread about 5 ft. on centers along the sewer and depth to provide for proper support and cover of reinforcement.

C. Forms must remain in place until the concrete has set sufficiently to carry its own weight in addition to any external load which shall be applied at the time of removal, or shortly thereafter.

D. When the prevailing air temperature is above 50° F and for sewers 72 inches and smaller, forms must not be removed in less than 15 hours.

E. When temperatures are below 50° F or the sewers are larger than 72 inches in diameter forms shall not be removed until concrete has attained a compressive strength of 500 pounds per square inch.

F. Rangers, struts, or other bracing immediately above the sewer shall not be removed until the concrete has attained a minimum compressive strength of 1000 pounds per square inch.

G. The strength of the concrete shall be determined by cylinder tests. Cylinders for these tests shall be kept at job temperatures and under job conditions and shall be made and broken by the laboratory designated by the owner's expense.

29. REINFORCING STEEL

A. Reinforcing steel shall comply with the General Specifications for Reinforcing Steel, Item 9, with the exception that the price bid for monolithic reinforced concrete sewer shall include standard reinforcement as shown on the OWNER'S drawings.

B. Circumferential reinforcement shall be elliptical in shape with the minimum cover of concrete as shown on drawings. Splices in circumferential reinforcement shall be centered on a diameter of 45 degrees from the vertical and shall alternate on each side of the vertical diameter.

C. Bends shall be reinforced in accordance with Drawings in these Specifications when the type of bend shown thereon is constructed.

30. CONCRETE

Concrete for monolithic reinforced concrete sewers shall conform to Class "A", and shall be placed in accordance with "CONCRETE FOR SEWERS AND APPURTENANCES" and shall be proportioned in accordance with the pertinent specifications.

31. JUNCTION OF MONOLITHIC SEWERS

Unless special structures are approved, junction of monolithic sewers shall be made by fitting the form of the branch sewer to the side of larger diameter sewer. Any additional concrete or reinforcing steel in top or bottom that may be ordered by the

ENGINEER shall be paid at the unit price bid for concrete Class "A" and Reinforcing Steel.

32. STUBS

A. Stubs of monolithic sewers shall consist of short lengths constructed from a trunk or main sewer, or a short length of different size extended for future connection only.
B. Stubs shall not exceed 75 feet in length and all sewers longer than 75 feet shall be classified as sewer for its length.

33. METHOD OF MEASUREMENT

A. (Monolithic Sewers and Stubs) Longitudinal measurement shall be made along the centerline of the sewer from face of headwall or outfall structure or inside face of box sewers or special structures and shall continue through manholes to point of change in size. Where no special structures are provided at junctions, measurements shall be made from the centerline of sewers. Where bends are constructed in accordance with drawing measurement will be made to the intersection of the two long tangents if the center tangent is less than two feet. If the center tangent connecting the two long tangents is longer than ten feet, measurement will be made along the center tangent.
B. Depths shall be measured along the centerline of sewer from the surface of the ground to the flow line of the sewer at intervals not to exceed fifty (50) feet and at break in the profile of the natural ground. The method of measurement across ditches and gullies described in "METHOD OF MEASUREMENT" of "PIPE SEWERS, LEADS AND STUB" of this specification for pipe sewers shall apply also to monolithic sewers.

34. BASIS OF PAYMENT

A. All monolithic reinforced concrete sewers, laterals, and stubs measured as set out above shall be paid for at the unit price bid by the CONTRACTOR, complete in place, of the type, size, and depth constructed.
B. The unit price bid for monolithic reinforced concrete sewer shall include full compensation for furnishing all labor, equipment, and material, including all reinforcing steel, and concrete for all excavation, shaping of trench bottoms, bracing, sheeting and excavation, and flooring; for all backfilling, tamping backfill, removed or surplus excavated materials as set out and included under "EXCAVATION", of these specifications; and for all cleanup and incidentals necessary to construct the sewer complete in place.

35. PIPE SEWERS, LEADS AND STUBS

A. DESCRIPTION: The work to be performed under the specifications shall consist of the furnishing and the installation of pipe sewer main, laterals and stubs including all excavation, backfill, and disposal of surplus excavation. The type or types of pipe to be furnished and installed under the contract will conform to the type or types designated on the plans and as set out on the bid proposal sheet.

36. PIPES

A. Pipe shall be furnished in accordance with the sizes and types indicated on the plans and set on the proposal sheets and shall conform to the pertinent specifications listed below or to other specifications that may be on the plans or in the Special Provisions. Where the plans or Special Provisions do not indicate the specification under which the pipe is to be furnished, the pipe supplied shall be in conformity with the ASTM Specification listed below which provides strength requirements not less than those shown in the table herein of "Types of Pipe Required for Various Depths to Flow Line".

B. Pipe shall be supplied which has been manufactured in accordance with the latest revision published by the American Society for Testing Materials of the following specifications:

Concrete Sewer Pipe (Non-Reinforced, Standard Strength and Extra Strength) shall be ASTM Designation C-14.

Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe (usually referred to on plans and proposals as Reinforced Concrete Pipe or R. C. Pipe) shall be "Classes I, II, III, IV and V, ASTM Designation C-76, Clay Sewer Pipe, ASTM Designation C-700, Extra Strength Clay Sewer Pipe, ASTM Designation C-700.

C. Reinforced concrete pipe to be used with cold compound joints, as herein described, may have bell and spigot, or tongue and groove joints. Reinforced concrete pipe for use with rubber or neoprene gaskets, and clay pipe with joints using materials having resilient properties shall have joints designed and precision made for use with joint material supplied. Pipe to be used with hot poured compound joints shall have bell and spigot joints.

D. All reinforced and non-reinforced concrete pipe shall be subject to the requirements of "Hydrostatic Test" as described in ASTM Designation C-700. Other methods of testing that will demonstrate the required water tightness of the pipe may be approved by the ENGINEER. These tests will be made as directed by the ENGINEER by a testing laboratory employed by OWNER. On private contracts, the CONTRACTOR shall supply the OWNER with a Certificate of Compliance with the

tests from a recognized testing laboratory. The certificate shall be made available to the Inspector at the time the pipe is delivered on the job, and before the pipe is laid in the trench.

E. Types of Pipe and Pipe Bedding Required for Various Depths To Flow Line. Pipe shall be laid in trenches in accordance with these flowing specifications: (These requirements govern where the kinds of pipe bedding have been shown on the Plans or in the Special Provisions of Proposal Sheets).

FOR STORM SEWER

ASTM Specifications Kind of Pipe	Size of Pipe	Class of Bedding	Max. Depth to Flow Line-Feet
Concrete Sewer Pipe	4" to 10"	B	10
C-14 Extra Strength	Inclusive	A	30
OR			
Extra Strength Clay Pipe	12"	B	10
C-700	and 15"	A	16
Reinforced Concrete Pipe,	12"	B	10
C-76, Class III	and		
OR			
Extra Strength Clay Pipe	15"	A	30
C-700			
Reinforce Concrete Pipe;	18" to 108"	A	30
C-76, Class III Extra-	Inclusive		
Strength Clay Pipe C-700			
(to 36" dia.)			

FOR WASTEWATER COLLECTION (SANITARY SEWER) LINES

Polyvinyl Chloride (PVC) Pipe SDR ASTM D3034	All available sizes	Class of Bedding and Max. Depth in accordance with current recommendations
Polyvinyl Chloride Truss Pipe ASTM D2680	All available sizes	Class of Bedding and Max. Depth in accordance with current recommendations
Ductile Iron Pipe ANSI/AWWA C150/A21.5	All available sizes	Class of Bedding and Max. Depth in accordance with current recommendations

37. TRENCH INSPECTION OF PIPE

Previous to laying the pipes and specials, which have been delivered along the trenches, they shall be subjected to rigid trench inspection, and those which do not meet the requirement set forth in the specifications, will not be used.

38. PIPE BEDDING

A. The pipe shall be bedded in the trench as described herein for the class of bedding required by the plans and specifications. Unless otherwise specified, pipe 15" or less in size shall be laid with Class "B" Bedding and pipe larger than 15" shall be laid with Class "A" Bedding. In every case where trenches have been excavated below the specified depth for Class "B" Bedding, the pipe shall be laid with Class "A" Bedding, Class "A" Bedding shall be done in the following manner:

1) The bottom of the trench for the pipe barrel shall be excavated to a line parallel to the flow line of the pipe and to a depth of not less than one (1) inch below the bell when bell and spigot is used, and not less than three (3) inches below the outside surface of the pipe barrel when tongue and groove pipe is used. The cement-stabilized sand shall be spread over the entire bottom of the sewer trench to the flow line grade of the sewer after which a subgrade conforming to the outside shape of the pipe shall be prepared.

B. Cement stabilized sand shall be composed of San Jacinto sand or bank sand that is free from clay lumps and not less than one and one-half (1½) sacks of Portland cement per cubic yard of mixture, mixed in a mill type mixer. This material will be used to backfill the sewer trench up to the horizontal diameter of the pipe after it loses its moisture content or dries out. This mixture shall be rodded in the trench and the area between the horizontal diameter of the pipe and the bottom of the trench shall be free of cavities.

C. Loose earth backfill materials shall be placed to a depth of six (6) inches above the pipe before ceasing operations for the day. No backfill in excess of six (6) inches above the top of the pipe shall be placed on the same day the pipe is laid and bedded. Backfill above the pipe shall be done as set out in "SPECIAL BACKFILL" of "EXCAVATION". Where the trench bottom makes water to the extent soft unstable conditions are produced, washed shell must be substituted for cement stabilized sand under the pipe.

D. Class "B" Bedding shall be done in the following manner:

2) The bottom of the sewer trench shall be accurately shaped by hand to conform to the slope of the lowest 90 degrees, 45 degrees on each side of the centerline of the circumference of the pipe taking special care to provide uniform bearing for the entire length of the pipe and to provide depressions for bell ends of each pipe. Clay or other material, free from large lumps, shall be place over and around the pipe in layers and hand tamped up to a minimum of one (1) foot above the top of the pipe, after which the remainder of the trench may be backfilled as set out in "SPECIAL BACKFILL" of "EXCAVATION". Where Class "B" Bedding has been specified, the CONTRACTOR may, at his option, substitute

Class "A" Bedding, but no extra compensation will be allowed for the substitution.

E. Where there is likelihood, because of soil conditions, that various parts of the sewer will be laid with different types of bedding, separate contract items such as "Washed Shell in Trench Bottom", "Special Section No. 5 for ____ inch Sewer" where such items shave been provided, payment for these items, when constructed will be made in addition to the price for "Sewer".
F. Attention is directed to the fact that the use of well points may be required where Special Section No. 5 is not ordered. The unit price bid for well pointing shall be full compensation for the entire will pointing operation.

39. INSTALLATION OF PIPE SEWERS

A. No pipe shall be installed in the trench until the excavation has been completed, the bottom of the trench shaped, and the trench has been approved for condition, line and grade by the ENGINEER.
B. The CONTRACTOR shall, at his own expense, furnish and place in position as directed by the ENGINEER, all necessary stakes, grade and batter boards for locating the work. The grade boards shall be of such size timber as the ENGINEER directs and be substantially supported. The batter boards shall be one (1) inch by three (3) inches, planed on all four sides to truly parallel faces. The boards and all location stakes must be protected from injury or change of location. The CONTRACTOR must also furnish, at his own expense, good sounds twilled lines for use in giving lines and grades, the necessary plummets and graduated poles made of a form approved by the ENGINEER.
C. The pipe and specials shall be so laid in the trench that after the sewer is completed, the interior surface there of shall conform accurately to the grades and alignments fixed and given to the ENGINEER.
D. All sewers must be laid in perfectly straight lines, so that a light can be seen from one manhole to the other, even for the smaller size of sewers.
E. The pipe shall be fitted together and matched so that when laid in the work they will form a sewer with a smooth and uniform invert.

40. WASHED SHELL (OR OTHER SPECIFIED MATERIAL) IN TRENCH BOTTOM

A. Where the earth in the trench bottom does not, in the opinion of the ENGINEER, provide a suitable foundation for the sewer, the CONTRACTOR shall, where ordered by the ENGINEER, place washed shell (or other specified material) in the trench bottom under, around and over the sewer. Where this work is ordered, the CONTRACTOR may be provided with a special plan, or will be given special instructions showing the depth of this material to be placed below the grade of the sewer and the height of material to be placed above the grade of the sewer.

B. Payment of the contract price for "Washed Shell (or other specified material) in Trench Bottom" shall be full compensation for all excavation of additional trench depth (which will in no case exceed twelve (12) inches below the bottom of the pipe) necessary to place the material ordered, disposing of excess excavated material, supplying and placing the material including the necessary compacting and fine grading, and all other work and delay incident to placing the material in the trench as above described. No payment will be made for washed shell substituted for cement stabilized sand in Class "A" Bedding.

C. Measurement will be based on verified basic quantities indicated for material on Bid Proposal, usually per linear foot of trench for designated sewer size.

D. When, in the opinion of the ENGINEER, soil conditions in the bottom of the trench are such that "Wet Sand Construction" is necessary, the CONTRACTOR shall, in orders from the ENGINEER, construct the sewer in accordance with the details shown on the drawing for special trench "Wet Sand Construction", which drawing is included in these specifications.

E. Payment of the contract price per lin. ft. for "Wet Sand Construction" in addition to the price for constructing the sewer, shall be full compensation for all additional work, materials, equipment use, delays, and all other items of expense incident to construction of the "Wet Sand Construction". No payment will be made for "Washed Shell" in trench bottom, where "Wet Sand Construction" is paid for, except that any "Washed Shell" ordered in the trench bottom in excess of that shown on the drawings will be paid for as "Washed Shell" in the trench bottom.

F. Special plans for other types of construction of sewers in unstable soil will be provided as found necessary during the progress of the work. The CONTRACTOR will be paid for such work at the contract prices for the items involved.

41. JOINTS IN CONCRETE OR CLAY PIPE

Joints in both reinforced and on-reinforced concrete pipe and in clay pipe shall be made as nearly water tight as possible by any of the following methods. The CONTRACTOR shall be fully responsible for choosing methods, using workmanship and materials and such other precautions as may be necessary to secure the required water tightness. Two pipes may be joined on the bank by the hot-pour method and joints shall not be used on pipe 24" in diameter or larger, unless approved by the ENGINEER.

A. Bell and Spigot Pipe—Cold Compound Joints: Joints shall be made with a plastic joint sealing compound supplied in pre-formed strips of uniform size. The strips shall be protected by a two-piece wrapper so that one piece of the wrapper may be removed to permit installing the material on the joint while the other wrapper is left in place over the material until immediately completing the joint. The material shall contain 55% to 60% bitumen and 35% to 45% inert mineral filler. It shall not contain more that 5% of a volatile matter. Material that depends upon evaporation of a solvent for

hardening to proper consistency will not be acceptable. The joint material shall have the following capabilities:

1) Impervious to water
2) Readily adhere to the pipe surface in the joint
3) Will not run or sag in the joints and will remain firmly in pace on one surface to the joint before the joint is assembled.
4) Will show no deterioration when immersed for 5 days, separately in each of the following solutions:

   5% H_2SO_4, Saturated H_2S, 5% K(OH)

5) Will not be squeezed out of the joints by internal or external hydrostatic pressure during exfiltration tests, water tamping or from ground water above the level of the sewer.

B. The joints shall be made as follows:

1) Cost the entire interior surface of the bell and exterior surface of the spigot that will be in contact with the joint compound, with a suitable primer of the type recommended by the manufacturer of the joint compound. Allow the primer to dry and harden. Remove the wrapper from one surface of a strip of joint where the cylindrical surface of the bell meets the plane surface at the base of the bell.

   The primed surface shall be carefully cleaned before applying the joint material. Press the compound firmly into place, leaving the outside wrapper covering the joint compound. Wrap a strand of jute, of a size sufficient to accurately center the spigot in the bell, around the spigot of the next pipe to be laid. Sealite Yard or other material of a similar nature that has been approved by the ENGINEER may be used in lieu of jute for additional water tightness. If the joint is to be made in a wet trench, cover the end of the spigot with a narrow strip of joint compound before inserting it into the bell.

2) Remove the wrapper covering the joint compound in the bell of the last pipe and insert the spigot end of the next pipe, pushing it firmly into the joint material in the bell. Pack the jute tightly into the joint with a suitable caulking iron. Complete the joint by filling it out completely with another strip of joint compound of adequate size tightly packed into the bell by caulking or other means.

C. Bell and Spigot Pipe – Hot Poured Compound Joints: Will not be permitted.

D. Joints with Rubber Type Gaskets and Materials Having Resilient Properties: For concrete pipe (reinforced and non-reinforced) joints of this type shall conform to specifications for "Joints for Circular Concrete Sewer and Culvert Pipe, Using Flexible WaterTight Sewer and Culvert Pipe, Rubber-Type Gaskets", ASTM Designation C-433.

E. Clay pipe joints of this type shall conform to specifications for "Vitrified Clay Pipe Joints Using Materials have Resilient Properties", ASTM Designation C-425. Item 7(e) of ASTM C-425 specifications is eliminated herein and leak tests for this type of joint will be made as set out in "Specifications for Testing Sewers for Leakage."

F. Special care shall be used and sufficient force shall be applied to insure that the joints are pushed in accordance with the published instructions of the manufacturer. Such joints are not to be pointed on the outside with mortar.

G. The CONTRACTOR shall supply the ENGINEER with a statement from the manufacturer or other competent authority, certifying that the joint materials meet the requirements of the specifications. He shall also supply a statement from the manufacturer of gaskets not fabricated with the pipe, showing the type and dimensions of the pipe joint for which the gaskets are designed and the pipe shall be in conformity therewith.

H. Tongue and Groove Pipe—Cold Compound Joints: Joint compound of the same form and material as that specified herein for "Bell and Spigot—Cold Compounds Joints" shall be used in tongue and groove joints. The joints shall be made as follows:

1) Coat the entire surface of the groove and exterior surface of the tongue, including both the conical surfaces and the entire end surfaces with a suitable primer of the type recommended by the manufacturer of the joint compound. This may be done on any size pipe, either at the pipe plant or the job site, but the pipe must be clean when the primer is applied. No primer shall be applied over mud or dirt.

2) Before laying a pipe in the trench; install one strip of joint compound entirely around the spigot where the groove meets the pipe barrel, and one strip in the groove at its base where the groove meets the barrel of the pipe. Remove the wrapper from one side only of the joint material, leaving the wrapper on the outside of the material until immediately before pushing the pipe into its final position. Remove any joint material pushed out into the interior of the pipe that would tend to obstruct the flow.

I. General: Joints made with cold compound shall be pulled home by means of a suitable winch or other suitable power equipment or a come-along. The use of a bar stuck into the ground for this purpose will not be permitted on pipe larger than 10 inches. A bar may be used to push home the joints in pipe 10" and smaller, provided the joints are pushed all the way home, and this will be checked by measuring the laid length per joint so that the number of joints multiplied by the laying length per joint must equal the actual length of sewer in any given section of sewer. Pipe shall be pulled home in a

straight line with all parts of the pipe on the line and grade at all times. No side movement or up and down movement of the pipe shall be permitted during or after the pulling operation. Robber gasket joints shall be pulled or pushed home by any suitable means that will provide adequate pressure to insure proper assembly of the joint.

J. Where sewers are laid along streets, having asphalt or concrete surface, for the purpose of providing service to the abutting property, the CONTRACTOR shall construct stubs across pavement lying between the sewer and the property to be service, at such locations as the ENGINEER may designate. In general, (but not necessarily) stubs will be placed for existing houses only and one stub will be used to serve two adjacent lots. Where possible, stubs shall have a minimum cover of three (3) feet below the bottoms of ditches and gutters, and shall be placed at greater depths where such depths are necessary, in the opinion of the ENGINEER, to adequately serve the abutting property. Stubs, where constructed as outlined above, will be paid for at appropriate contract prices.

K. Joints in A.B.S. Composite Pipe: Shall be made with a sleeve coupling of the same (A.B.S.) composition as the pipe and either chemically welded or sealed with "O" Ring gasket and back-up ring. Joints between A.B.S. composite pipe and other pipe shall be made by means of an adapter coupling or sleeve caulked per tees and wyes required shall be manufacturer's standards for these items and shall not be fabricated in the field except where necessary on existing sewers.

42. METHOD OF MEASUREMENT

All pipe installed in accordance with the above specifications and accepted by the ENGINEER shall be measured by linear foot of the size and at the depth installed. The depth shall be measured from the flow line of the pipe to ground surface over the centerline of the pipe at the time of construction.

A. Depth measurements shall be made at manholes, at intervals not to exceed fifty (50) feet between manholes, and at breaks in the profile of the ground, at the time of construction.

B. The length of sewer mains and laterals will be measured between centers of manholes where in installation involves the connection of sewer into a manhole at each end of the line being measured.

C. When the installation involves a connection to an existing stub, the measurement shall be made from the end of the stub to the center of the manhole on the work being measured. Sewer stubs shall measured from the end of the stub to the center of the manhole to which the stub is connected. Single joints of pipe constructed with a manhole are considered a part of that manhole and no additional payment will be allowed for manhole stub.

D. Storm sewer leads connecting an inlet with a manhole shall be measured from the center of the manhole to the center of the nearest edge of the inlet grate or plate.

E. Where the lines of the sewer cross a ditch or fully which is less than fifty (50) feet wide between the breaks of the banks on each side and the average slope of the banks is 1½:1 or steeper, the cuts shall be computed downward from a line drawn between the tops of the two banks at their break points. Where the sewer crosses earth embankments, the OWNER shall have the option of requiring their removal prior to a trenching machine cut, on a labor and equipment rental basis, and paying trench cuts from the new ground line, if such operation would result in an overall savings to the OWNER.

43. BASIS OF PAYMENT

A. All sewer mains, laterals, stubs, and inlet leads, measured as set out above, shall be paid for at the unit price bid by the CONTRACTOR for "Sewer" or "Inlet Leads" per linear foot complete in place, of the type, size and depth constructed.

B. The unit price bid for "Sewer" or "Inlet Leads", shall include full compensation for furnishing all labor, for furnishing and installing all pipe, for furnishing all material and equipment, for hauling excavation, for shaping of the trench bottom, and for all backfilling, tamping backfill, and removal of surplus excavated material, all as set out and included under "Excavation" of these specifications, and for all clean-up and incidentals necessary to furnish sewer pipe and inlet leads complete in place.

C. Payment of the unit price bid for "Extra Sewer Pipe", shall be full compensation for furnishing pipe, hand grading, laying and completing joints in same and hand tamping around same. Any extra excavation involved will be paid for in addition to the price for this item, such payment to be made as "Extra Excavation", or "Excavation" of this specification.

44. SPECIAL STRUCTURES FOR SEWERS

A. General: Special structures, outfalls, headwalls, and special manholes shall be constructed in accordance with at locations shown on the plans. Before starting work, the CONTRACTOR shall inform the ENGINEER as to the methods and equipment to be used and their adequacy shall be subject to the ENGINEER'S approval.

B. Excavation: Excavation for special structures shall conform to "UNCLASSIFIED STRUCTURAL EXCAVATION" of this specification.

C. Forms: Forms shall be built mortar-tight and of material sufficient in strength to prevent bulging between supports and shall be set and maintained to the lines designated until the concrete is sufficiently hardened to permit form removal. During the elapsed time between the building of the forms and placing of the concrete, the forms shall be maintained in a manner to eliminate warping and shrinking. All details of form construction shall be subject to the approval of the

ENGINEER, and permission to place concrete will not be given until all of such work is completed to his satisfaction.

1) Forms shall be designed for the pressure exerted by a liquid weighing one hundred fifty (150) pounds per cubic foot. The rate of placing the concrete shall be taken into consideration in determining the depth of equivalent liquid. An additional live load of fifty (50) pounds per square foot shall be allowed on horizontal surfaces. The maximum unit stresses shall not exceed one hundred twenty-five (125) percent of the allowable stress used by the ENGINEER for the design of structures.

2) If, at any stage of the work the forms show signs of building or sagging, that portion of the concrete causing such condition shall be immediately removed, and the forms shall be reset and securely braced against further movements.

3) Lumber for forms shall be properly seasoned and of good quality. It shall be free from loose or unsound knots, knotholes, twists, shakes, decay and other imperfections, which would affect its strength or impair the finished surface of the concrete. The lumber used for facing of sheathing shall be surfaced on all sides and shall be sized to uniform thickness.

4) Nominal one (1) inch thickness lumber will be permitted for general use if backed by a sufficient number of studs and wales. Form for exposed exterior surfaces and for inside walls of pumping stations shall be lined with clean, smooth and plywood, masonite, or other clean, smooth material approved by the ENGINEER as equal to plywood or masonite.

5) Forms or form lumber to be reused shall be maintained clean and in good condition as to accuracy, shape, strength, rigidity, tightness and smoothness of surface. Any lumber which is split, warped, bulged, marred, or has defects that may produce work inferior to that resulting from using new material shall not be re-used.

6) Studs shall not be less than two (2) inches by four (4) inches nominal section and shall be spaced center to center not more than twenty (2) times the actual thickness of the facing lumber. Wherever, practicable, studs shall be capped at the top with a plate of not less than two (2) inches by six (6) inches nominal size, carefully selected as to straightness. All joints in plates shall be scabbed at least four (4) feet each way to provide continuity.

7) Wales shall be spaced at such intervals as to hold forms securely to the designated lines. All wales shall be scabbed at least four (4) feet on each side of joints to provide continuity. A row of wales shall be placed within six (6) inches of the bottom of each placement.

8) Forms for walls or columns shall not be erected on concrete footings until the concrete in the footing has cured at least two curing days.

9) Forms shall be rigidly braced to prevent movement while placing the concrete.

10) All fact form material shall be fastened to all studs and shall have true horizontal and vertical joints. Facing material on horizontal and other surfaces shall be placed with parallel and square joints.

11) Metal form ties of an approved type shall be used to hold forms in place. Such ties shall be of a type especially designed for use in connection with concrete work, and they shall have provisions to permit ease or removal of the metal as hereinafter specified. The use of wire forms ties will not be permitted except for minor or special form areas where the use of rigid type metal ties would be impracticable.

12) All metal appliances used inside of forms to hold them in correct alignment shall be removed to a depth of at least one-half (½) inch from the surface of the concrete and shall be so constructed that the metal may be removed without undue injury to the surface by chipping or spalling. Such devices, when removed shall leave a smooth opening in the concrete surface. Burning off of rods, bolts, or ties will not be permitted.

13) Metal ties shall be held in place by devices attached to wales. Each device shall be capable of developing the strength of the tie.

14) Pipe spreaders will not be permitted.

15) Metal and wooden spreaders, which are separate from the forms, shall be entirely removed as the concrete is being replaced.

16) Where wires ties are used, all wires, upon removal of the forms shall be entirely removed as the concrete is being replaced.

17) All cavities produced by the removal of metal ties shall be carefully cleaned and completely filled with retempered cement-sand mortar mixed in proportion of one to three, and the concrete shall be left smooth and even.

18) For narrow walls and other locations where access to the bottom of the forms is not readily attainable otherwise, adequate clean-out openings shall be provided.

19) At the time of placing concrete, the forms shall be clean and entirely free from all chips, dirt, sawdust and other extraneous matter.

20) The facing of all forms shall be treated with oil before concrete is placed. In hot weather, both sides of fact forms may be required to be treated with oil to prevent warping and to secure tight joints. The oil must be applied before the reinforcement is placed. The oil used for this purpose

shall be a light clean oil, which will not discolor or otherwise injuriously affect the concrete surface.

21) In general, all forms shall be thoroughly wetted before the concrete is placed therein.

22) The foregoing specifications for "Forms" as regards design, mortar-tightness, filleted corners, beveled projections, bracing, alignment, removal, re-use, oiling and wetting, shall apply with equal force to metal forms.

23) The metal used for forms shall be of such thickness that the forms will remain true to shape. All bolts and rivet heads on the facing sides shall be countersunk. Clamps, pins, or other connecting devices shall be designed to hold the forms rigidly together and to allow removal without injury to the concrete. Metal forms, which do not present a smooth surface, shall not be used.

D. Finish: Where surface finish is required on plans the operation of surface finish shall be in accordance with the following provisions:

1) As soon as forms are removed, all necessary pointing shall be done. When the pointing has set sufficiently to permit it, all surface requiring surface finish shall be wet with a brush and given a first surface rubbing with a No. 16 Carborundum Stone or an abrasive of equal quality. The rubbing shall be continued sufficiently to bring the surface to a paste, to remove all form marks and projections and to produce a smooth dense surface without pits or irregularities. The use of cement to form a surface past will not be permitted. The material, which has been ground to a paste in this process, shall be carefully spread or brushed uniformly over the surface and allowed to take a reset.

2) In general, chamfered corners shall not be rubbed in the first surface rubbing.

3) During the process of conditioning the completed structure for final acceptance, the surfaces of the entire structure requiring finish shall be cleaned free from drip marks and discoloration and shall be given a final rubbing with a #30 Carborundum Stone or an abrasive of equal quality. On completion of this rubbing, the surface shall be neatly striped with a brush and the mortar on the surface shall be allowed to take a reset. The surface shall then be washed down with clean water. The entire structure shall be left with a clean, neat and uniform appearing finish and shall be uniform in color.

4) The surface of concrete slabs shall be finished by floating.

45. MEASUREMENT OF CONCRETE

The quantities of concrete of the various classifications, which constitute the completed and accepted structure, will be measured by the cubic yard in place. Only

accepted work will be included, and the dimensions used will be those shown on the plans or ordered in writing by the ENGINEER. No deductions in measurement will be made for paneling less than three (3) inches in width by one (1) inch deep, for chamfers less than two (2) inches, for embedded reinforcing steel, or for embedded portions of structural steel members. Deductions will be made for embedded portions of piling.

46. BASIS OF PAYMENT, CONCRETE

A. The concrete quantities, measured as provided above will be paid for at the unit price bid per cubic yard for the various classifications of concrete shown, which prices shall be full compensation for furnishing, hauling, and mixing all concrete materials; placing, curing, and finishing all concrete, all grouting and pointing; furnishing and placing all drains, all manhole steps, except as hereinafter provided; furnishing and placing metal flashing strips, and for all forms and false-work, labor, tools, equipment, and incidentals necessary to complete the work.

B. The above provisions for payment shall not be interpreted to provide payment for concrete, in railing, pilings, concrete sewer or leads or other concrete items for which provisions is otherwise made in the contract.

47. BASIS OF PAYMENT SPECIAL STRUCTURES

A. The special structures shall be paid at the unit prices bid for "UNCLASSIFIED STRUCTURAL EXCAVATION", "CONCRETE FOR SEWERS AND APPURTENANCES", "BASIS OF PAYMENT, CONCRETE", of "SPECIAL STRUCTURES FOR SEWERS", "REINFORCING STEEL", "BRICK MASONRY", and "CAST IRON CASTINGS" (except for manhole steps) of this specification.

B. To avoid the grouping of work and material of widely differenced character into a single bid item, the proposal may show the bid items divided into items relating to individual structures, to parts of structures, or to groups of structures, as for example, "Outfall Structures"; "Junction Chamber", etc., and the unit prices bid for the various items entering the construction of the special structure shall be full compensation for completion of that structure in accordance with plans and specifications.

C. Where the proposal shows a "Lump Sum" bid item for a structure "Complete in Place", in accordance with plans and specifications, this price shall include all excavation, concrete, reinforcing steel, and all material and labor and backfill in accordance with plans and these specifications.

48. MANHOLES

A. Description: The work to be performed under this item shall consist of the construction of manholes complete in place, including the furnishing, adjusting to grade, and installation of manhole casting and cover.

B. Construction Methods: Manholes will be constructed at locations shown on the plans, and of the type and depth indicated thereon. Manholes are to be Fiberglass.

C. The inverts of the sewer lines or several sewer lines entering the manhole at or near the flow line elevation of the manhole shall be shaped and routed across the floor of the manhole using mortar to obtain the proper contour.

49. CAST IRON

A. Cast iron for manhole frame, covers, shall conform to the shape and dimensions shown on the drawings and shall be clean, and perfect, free from sand or blowholes, or other defects. Holes in cover must be free from plugs and shall be clean. Bearing surfaces of manhole frames and covers are to be machined so that even bearing may be had in any position in which manhole cover is seated in the frame. Cast iron shall conform to ASTM Specifications A-48 for Class 20 Gray Cast Iron.

B. Clear Opening of Manholes shall be thirty (30) inches minimum as required by TCEQ §217.55(k).

50. DROP ON SANITARY SEWER MANHOLE

This item consists of constructing one standard drop connection on one side only of a sanitary sewer manhole as shown on drawings in these specifications, being all work shown on the detail of a "Standard Drop Manhole" that is not included on the detail of a "Standard Sanitary Sewer Manhole", consisting of additional footing, sewer pipe vertical riser connecting quarter bend and tee.

51. BLIND DROP-ON SANITARY SEWER MANHOLE

This item is exactly the same as described under the preceding item, "Drop on Sanitary Sewer Manhole", except that the tee at the top of the drop shall be omitted. The vertical pipe riser shall terminate at the top with a plugged bell and the top of the concrete encasement shall be not less than six (6) inches below the top of the bell and not less than one foot above the top of the next lower bell.

52. PRECAST CONCRETE MANHOLE

A. Description: The work to be performed under this item shall consist of the construction of manholes complete in place, including the furnishing, adjusting to grade, and installation of manhole casting and cover.

B. Construction Methods: Manholes will be constructed at locations shown on the plans, and of the type and depth indicated thereon. Detailed drawings of the various types of manholes to be employed in the work are included in these specifications and each manhole shall be constructed in strict accordance with these detailed drawings included in these specifications.

C. Precast Concrete Bases:

1) Precast concrete manhole bases to be bedded on a minimum of 8 inches of cement-stabilized sand or crushed aggregate as used for pipe bedding. The dimensions of the bedding to be 12 inches greater than the precast manhole base in all directions. The bedding to be placed to provide a firm foundation for the manhole. CONTRACTOR to level and plumb the base section prior to setting the manhole riser sections on the precast concrete base.

2) All invert channels are to be constructed and shaped accurately so as to be smooth, uniform, and cause minimum resistance to the flow. The bench to be furnished smooth, with a slope of ½ inch per foot from the manhole walls to the edges of the invert channel. Invert channels to be formed so that with the incoming sewer flowing full, all of the flow will be continued within the invert channel, as shown on plans.

3) All invert channels to be constructed and shaped accurately so as to be smooth, uniform, and cause minimum resistance to flow. The bench to be finished smooth with a slope of 1 inch per foot from the manhole walls to the edges of the invert. Bench to rise vertically from centerline of pipe to crown of pipe. Edges of invert channels to be rounded with 1 inch radius.

4) Sewer pipe joints shall not be cast or constructed within the wall sections of manholes.

5) Gasket and joint surfaces on recessed O-ring joints to be lubricated with a lubricant suitable for use with confined rubber O-ring concrete pipe joints. Dust, dirt, and foreign matter must be removed from the joint surfaces. Lubricant can be applied with a brush, cloth, pad, sponge or glove. A smooth, round object should be inserted under the gasket and urn around the circumference two or three times to equalize stretch in the gasket.

6) Gasket and pipe surfaces at resilient pipe to manhole connections to have a smooth clean finish. Clean and lubricate pipe end a minimum of one-half the pipe diameter in length with a lubricant suitable for use with rubber O-ring concrete pipe joints. Lubricate the entire portion on the pipe, which will slide through the resilient connector. When pipe barrel is lubricated, pipe can be installed in either direction from inside or outside of manhole. If pipe is cut, no sharp edges to be allowed. A slight bevel is preferred, as a lead and this should also be lubricated. No mortar to be placed around the connector on the outside of the structure and no mortar to be placed around the top half of the connector on the inside when completing the invert.

7) Backfill must be placed on 12" maximum lifts and compacted evenly around the manhole, one layer at a time, to 90% proctor density.

8) Materials – Precast bases shall be constructed in accordance with ASTMC-478 and equal to Moor-Tex.

D. Method of Measurement:

Measurement shall be in accordance with paragraph 55.

53. FIBERGLASS MANHOLES

Prefabricated Fiberglass Manhole may be constructed in lieu of brick and precast concrete manhole. The unit shall have all joints precast in factory and be capable of supporting AH-20 Dynamic Wheel load with a vertical deflection of less than ¼" when supporting a 24,000 lb. Static load. Cylinder Axial Compressive Strength Min. 18,000 psi and shall be equal to Owens-Corning Reinforced Polyester Manhole.

- Steps are not required for Fiberglass Manhole.
- Ring and cover shall be 30" diameter Iron Casting per plan details.
- Installation shall be in strict accordance with manufacturer's recommendation.

54. BACKFILL

The space excavated around manhole location shall be backfilled in accordance with "BACKFILLING" of "EXCAVATION" in this specification.

55. METHOD OF MEASUREMENT – MANHOLES ON PIPE SEWERS

The depth of manholes completed in accordance with these specifications shall be determined by measuring the vertical distance from the flow line of the sewer main to the top of the manhole casting. With the exception of shallow manholes as shown on drawings included in these specifications, all manholes with a depth up to and including

eight (8') feet when measured as set out above, shall be designated as Standard Manholes. All manholes exceeding eight (8') feet in depth shall be designated "Extra Depth Manholes". Shallow manholes will be measured as a unit complete in accordance with drawings included in these specifications.

56. SANITARY MANHOLE DROPS

A. The depth of drop on Type 1 sanitary sewer manholes will be measured from the flow line of the horizontal portion of the Tee to the flow line of the main sewer in the manhole. On Type 2 manholes, the depth of drops will be measured from the flow line of the Tee at the top to the inside top of the monolithic sewer in the manhole. If the depth of a drop exceeds three (3') feet, the CONTRACTOR will be paid for such excess at the unit price for "Extra Depth Manhole Drop".

B. The depth of "Blind Drop-On Sanitary Sewer Manhole" shall be from the top of the pipe bell down in the same manner as described for regular drop and any depth in excess of three (3') feet, will be paid for at the unit price bid for "Extra Depth Manhole Drop".

57. BASIS OF PAYMENT

A. All manholes measured as set out above, and not exceeding the dimensions specified for standard manholes of the type constructed, will be paid for at the unit price bid for Standard Manhole of that type. That portion of manhole exceeding the dimensions of "Standard Manhole" of the type constructed will be paid for at the unit price bid per foot for "Extra Depth Manhole" of that type for each foot or fraction thereof exceeding dimensions of "Standard Manhole".

B. The unit price bid for Standard Manholes, Standard Shallow Manholes, Extra Depth Manholes, Drop-On Sanitary Manhole and Blind Drop-On Sanitary Manholes shall be full compensation for furnishing all labor; furnishing and installing all materials including castings and cast iron manhole steps; and for all excavation, mixing and placing of concrete, brick, mortar and brickwork; pumping, hauling, excavation disposal of surplus earth; backfilling tamping; connection leads, stubs and sewer lines to the manhole, and all other incidentals necessary to complete the manhole.

58. INLETS

A. Description: The work to be performed under this specification shall consist of the construction of inlets complete in place, including the furnishing, installing, and adjusting cast iron frame and plate, and shall also include the connection of inlet leads to the inlet. Inlets constructed under this item shall be in accordance with detailed drawings in these Specifications and such special details as may be shown on the plans.

B. Construction Methods: All inlets shall be constructed to the line and grade at the locations shown on the plans and as established by the ENGINEER. All dimensions of inlets shall be in strict accordance with the drawings mentioned above. The box section of inlets may be constructed of Class "A" concrete or of brick. Brick inlets shall be plastered with one-half inch mortar on inside. The walls for brick inlets shall be aluminum of 8" thick. Regardless of materials used for the box section, the floor slab and beam for the inlet shall be Class "A" concrete. All inlet leads shall be neatly cut off at the inside face of inlet wall, pointed up with mortar. In general, forms will be required for both the outside and inside faces on inlet walls, however, if the nature of the material excavated for the inlet is such that it can be hand trimmed to a smooth vertical face, the outside forms may be omitted, when such omission is approved by the ENGINEER.

1) When the box section of the inlet has been completed, the floor of the inlet shall be shaped by filling with mortar to conform to the sections shown on the detailed drawings.
2) Cast iron inlet plate frames shall be accurately adjusted to line, grade and slope and grouted in place with mortar.
3) Cast iron for inlet frames and plates, bricks and brickwork shall conform to specifications for these items as set out under "MANHOLES" of this specification.
4) Mortar used for construction of inlets shall consist of one part Portland Cement and three parts sand meeting the specifications for fine aggregates set out in "METHOD OF MEASUREMENT" of "CONCRETE FOR SEWERS AND APPURTENANCES" of this specification.
5) Inlets shall be backfilled in accordance with "BACKFILLING" of "EXCAVATION" of this specification.

59. METHOD OF MEASUREMENT

The depth of inlets completed in accordance with these specifications shall be determined by measuring the vertical distance from the flow line of the inlet lead to the top of the curb-beam. A standard Single "B" type inlet shall have a depth of 3.60 feet (3' – 7¼") and a standard Double "B" type inlet shall have a depth of 4.05 feet (4'–0 "). Inlets exceeding the above depth shall be known as "Extra Depth Inlets" of the type involved.

60. BASIS OF PAYMENT

A. All inlets measured as set out above, and not exceeding the depth set out for Standard Inlets of the type in questions, shall be paid for at the unit price for Standard Single "B" or Standard Double "B" Inlets as the case may be. That portion

of an inlet exceeding the standard depth will be paid for at the unit price per foot for extra depth inlet.

B. The unit price bid for Standard Inlets or Extra Depth Inlets shall be full compensation for furnishing all labor, tools and equipment, for furnishing and installing all materials including cast iron plate frames and plates for all excavation, mixing and placing of concrete, brick, mortar and brickwork, reinforcing steel, pumping, hauling, form work, disposal of surplus excavated material, backfilling, compacting backfill and all other incidentals necessary to complete the inlet.

61. SEWER TUNNEL CONSTRUCTION

A. Description: The work to be performed under this item shall consist of the construction of sewer in tunnel of the size and type indicated on the plans.

B. General: This method of sewer installation will only be permitted at locations indicated on the plans, or where specifically authorized in writing by the ENGINEER. It shall be the responsibility of the CONTRACTOR to satisfy himself as to the soil conditions and types of geological formation in and through which the tunnel is to be installed, prior to submitting a proposal for doing the work. Where test borings are shown on the plans, such information is merely for the guidance of the CONTRACTOR and such information is not to be construed in any manner as a guarantee by the OWNER that such conditions of subsurface strata are infallible.

C. Construction Methods: Shafts will be excavated at points indicated on the plans or where directed by the ENGINEER, to such depth and location necessary to drive tunnels to the line grade established by the ENGINEER. When a shaft or shafts have been excavated to proper elevation and shored and braced adequately, the horizontal excavation for tunnel shall be started. Bracing, shoring, sheeting, and roofing, or metal tunnel linings, if used, shall be installed immediately upon completion of excavation to proper cross section, and in no circumstances shall the finished section of tunnel precede such installation by more than two feet. Suggested details of timber work for installation in a tunnel may be shown on the plan; however, it shall be the CONTRACTOR'S responsibility to check the same to satisfy himself as to the adequacy of the design prior to use. Any alternate plan proposed by the CONTRACTOR shall be submitted to the ENGINEER for checking.

1) Cylindrical metal linings, either tunnel liner plates fabricated in place in the tunnel or corrugated culvert pipe, jacked ahead as the tunnel excavation proceeds will, unless otherwise specified, by approved for use in lieu of timber linings. Liner places or culvert pipes shall have sufficient strength to provide safe support for all earth and other loads likely to be encountered and shall be equal in every respect to the strength of timber or other supports and linings that may be shown on the plans.

2) The inside diameter of tunnels for pipe sewers shall be ample to permit proper access to making up the joints. The inside diameter of tunnels for monolithic sewers shall be sufficient to provide for the inside diameter for the sewer plus twice the minimum thickness plus any additional diameter necessary to secure minimum wall thickness when forms cannot be placed in the exact center of the tunnel.
3) Where the length of tunnel is in excess of ten (10) feet, the CONTRACTOR shall be required to bore holes from the surface to and through the roof of tunnel for depositing concrete. These holes shall be of such numbers and spaced as directed by the ENGINEER and under no condition shall spacing of holes exceed ten (10) feet. Tremies will be used for depositing concrete as these intermediate points along the sewer tunnel. Where monolithic sewer is required, inside forms shall be carefully placed to true line and grade as established by the ENGINEER and shall be securely blocked in place to prevent floating or misalignment during the concreting operation. The consistency of concrete placed in the sewer tunnel shall be carefully controlled in insure flow to all parts of sewer barrel without pocketing or honeycombing. Concrete shall be thoroughly puddled at all points. The interior form of the barrel of the sewer shall be thoroughly vibrated to insure monolithic construction.
4) In lieu of placing concrete though holes bored from the surface the CONTRACTOR will be permitted to place grout by means of suitable pumping equipment, in tunnels containing pipe sewers. Such methods shall not be used for construction of monolithic sewers.
5) The shafts and tunnel shall be maintained in a dry condition during the excavation period, and shall continue to be dept in a dewatered state until after concrete has attained its final set. This shall be accomplished by pumping, bailing, or wellpointing at the CONTRACTOR'S own expense. Where precast concrete pipe is placed under this specification, it shall be encased in concrete in accordance with related drawings.
6) Where the plans call for cast iron or other pipe in a bored hole the work shall be done as follows: when only one length of pipe is to be installed so that the pipe bell or other joint will not enter the bore, the inside diameter of the bored hole shall not exceed the outside diameter of the pipe by more than one (1) inch. Where pipe bells or other types of joints must enter the bore, the inside diameter of the pipe bell or other type of joint by more than one (1) inch. Leaded joints to be installed in bored holes shall be caulked with extra care with the maximum amount of lead and fully protected against any bending action.
7) On gravity lines where leakage tests are not made, the ENGINEER may require that the pipe be plugged and filled with water to reveal any leakage. The tunnel shall be checked by the ENGINEER before the cast iron pipe is placed therein. If the tunnel at any point is more than 0.15 feet above grade, or more than ¼ the

inside diameter of the pipe below grade, the hole shall be rebored or otherwise modified as directed by the ENGINEER, to come within these tolerances.

D. Materials

1) Concrete for work under this specification shall be furnished in accordance with "CONCRETE" of these specifications.
2) Where pipe Sewer is specified for installation in a tunnel it shall conform to specifications as set out elsewhere herein for the type required.

62. METHOD OF MEASUREMENT

Sewer installed in a tunnel in accordance with these specifications shall be measured by the linear foot between the faces of shafts or portals at the ends of the tunnel. When cast iron pipe is used, no additional payment will be made for cast iron pipe projecting outside of ends of the tunnel, or for concrete collars joining the same to concrete pipe.

63. BASIS OF PAYMENT

Sewer in a tunnel measured as set out above and accepted by the ENGINEER shall be paid for at the unit price bid by the CONTRACTOR for "Sewer Tunnel Construction" of the size indicated on the proposal sheet, which price shall be full compensation for furnishing all tools, equipment, labor, and materials; all excavation, disposal of excess excavation; all shoring, bracing and sheeting; all pumping, bailing, and operations used in dewatering; all fine grading and trimming; placing of all forms, mixing, placing, puddling, and finishing of all concrete; furnishing, fabricating, placing of all reinforcing steel, furnishing and placing pipe for sewer where required, all backfilling and other incidentals necessary to furnish complete the sewer installation in tunnel.

64. CONCRETE FOR SEWERS AND APPURTENANCES

A. Description: These specifications shall govern for the materials used for the storing, measuring and handling of materials, for Monolithic Sewers, Outfall Structures, Sewer Appurtenances, and incidental construction.
B. Concrete: Concrete shall be in accordance with the current ASTM Specifications for each specific method for transportation to the job site (dry batch, transit mix, etc.)

1) The OWNER will provide laboratory services to provide initial batch design from one supplier.
2) Batch designs required due to material variance or change in supplier will be performed by a laboratory selected by the OWNER, however, the CONTRACTOR shall be responsible for the costs derived from laboratory work.

C. Placing Concrete: The CONTRACTOR shall give the ENGINEER sufficient advance notice before starting to place concrete in any unit of the structure to permit the inspection of forms, the reinforcing steel placement, and preparations for casting. Unless authorized by the ENGINEER, no concrete shall be placed in any unit prior to the completion of the formwork and the placement of the reinforcement. No concrete shall be placed before the completion of all adjacent pile driving or other operations, which might prove detrimental to the concrete.

1) Whenever it is necessary to continue the mixing, placing, and finishing of the concrete after the daylight hours, the site of the work shall be brilliantly lighted so that all operations are plainly visible. In general, however, concrete placing shall be so regulated as to permit finishing operations to be completed in the daylight hours.
2) The ENGINEER reserves the right to order postponement of the placing operations when, in his opinion, impending whether conditions may result in rainfall or low temperatures which will impair the quality of the finished work. In case rainfall should occur after placing operations are stared, the CONTRACTOR shall provide ample covering to protect the work. In case of drop in temperature, the provisions set forth in "PLACING CONCRETE IN COLD WEATHER" of this section of this specification shall be applied.
3) The sequence of placing concrete shall be as provided on the plans or in the specifications. The operation of depositing and compacting the concrete shall be conducted so as for form a compact, dense, impervious mass of uniform texture, which shall show smooth faces on all surfaces. The placing shall be so regulated that the pressures caused by the plastic concrete shall not exceed the loads used in the design of forms. No more than one (1) hour shall lapse between the placing of successive layers of concrete in any portion of the structure included in a continuous placement.
4) The method and manner of placing shall be such as to avoid the possibility of segregation or separation of the aggregate or the displacement of the reinforcement. Concrete will not have a free fall of more than three (3) feet except in the case of thin walls such as culvert walls. The spattering of forms or reinforcement bars shall be prevented if the concrete so spattered will dry or harden before being incorporated in the mass.
5) Each part of the forms shall be filled by depositing concrete directly as near its final position as possible. The coarse aggregate shall be worked back from the face and the concrete forced under and around the reinforcement bars without displacing them. Depositing large quantities at one point in the forms and running or working it along the forms will not be allowed.
6) After the concrete has taken initial set, the forms shall not be jarred or any strain placed on projecting reinforcement.

7) Chutes, troughs, or pipes used as aids in placing concrete shall be arranged and used so that the ingredients of the concrete will not be separated. When steep slopes are necessary, the chutes shall be equipped with baffle boards or bee made in short lengths that reverse the direction of movement. Open troughs and chutes shall extend, if necessary, down inside the forms, or the ends of such chutes shall terminate in vertical downspouts. All chutes, troughs, and pipes shall be kept clean and free from coatings of hardened concrete by a thorough flushing with water before and after each placement. Water used for flushing shall be discharged clear of the concrete in place. The use of chutes in excess of thirty-five (35) feet total length for conveying concrete will not be permitted except by specific authorization from the ENGINEER.
8) All concrete shall be well compacted and the mortar flushed to the surface of the forms by continuous working with concrete spading implements or mechanical vibrators of an approved type.
9) Vibrators of the type, which operate by attachment to forms or reinforcement, will not be permitted. The vibrators shall be applied to the concrete immediately after deposition and shall be moved throughout the mass, thoroughly working the concrete around the reinforcement, embedded fixtures, and into the corners and angles of the forms until it has been reduced to a plastic mass. The mechanical vibrator shall not be operated so that it will penetrate or disturb layers placed previously which have become partially set or hardened. The vibration shall be of sufficient duration to accomplish through compaction and complete embedding of reinforcement and fixtures, but shall not be done to an extent that will cause segregation. Vibration shall be supplemented by hand spading if necessary to insure the flushing or mortar to the surface of all forms.

65. PLACING CONCRETE IN COLD WEATHER

A. No concrete shall be placed when the atmospheric temperature is at or below 35°F., (taken in the shade away from artificial heat) unless permission to do so is given in writing by the ENGINEER. When such permission is given, or in cases where the temperature drops below 35°F after concreting operations have been started, the CONTRACTOR shall furnish sufficient canvas and framework or other type of housing to enclose the structure in such a way that the air around the forms and fresh concrete can be kept at a temperature not less than 40°F for a period of seventy two (72) hours after the concrete is placed. Sufficient heating apparatus such as stove, salamanders, or steam equipment and fuel to furnish all required heat shall be supplied. The treatment of mixing water and aggregates used in mixing concrete shall be as specified as follows:

1) All water used for mixing shall be heated to a temperature of at least 70°F but not over 150°F. Aggregates shall be heated wither by steam or dry heat to a temperature of at least 70°F but not over 150°F. The heating apparatus shall be such as to heat the mass of aggregates uniformly and preclude the occurrence of hot spots, which will burn the material.
2) Temperatures of mixed concrete shall not be less than 50°F at the time of placing in forms.
3) It is understood that the CONTRACTOR is responsible for the protection of concrete placed under any and all weather conditions. Permission given by the ENGINEER to place concrete during freezing weather will in no way relieve the CONTRACTOR of the responsibility for satisfactory results. Should concrete placed under such conditions prove unsatisfactory, it shall be removed and replaced.

66. METHOD OF MEASUREMENT

A. Unless otherwise specified, concrete furnished under this item, including all work set out herein and incidental to the furnishing, mixing, forming, placing, finishing, and concrete during, will not be paid for directly. The CONTRACTOR will include the cost of this item in the unit price for monolithic sewer, manholes, inlets or other lump sum structure.
B. Where prices are requested on the proposal sheet for "Extra Concrete" and where it is specifically authorized for use by the ENGINEER, such concrete will be measured by the cubic yard of the acceptable concrete complete in place.
C. Basis of Payment: "Extra Concrete" measured, as set out above will be paid for at the unit price bid per cubic yard for "Extra Concrete". This price shall be full compensation for furnishing all materials, hauling, mixing, forming, placing, finishing, curing, and for the furnishing of all tools, plant and incidentals necessary to furnish complete on cubic yard of concrete complete in place.

Where the proposal calls for "Extra Concrete Without Forms" and for "Extra Form Work" payment of both of these items shall be full compensation for supplying and placing concrete in forms and for the necessary form work. Class "C" concrete is intended for use in seal slabs and the price for this item shall include the cost of excavation necessary to place the seal slab.

Timber troughs across trenches for concrete beams to be poured around pipes or ducts crossing the trench will not be considered as form work, such timber being considered as a part of the trench sheeting and bracing and no additional payment will be made for same.

67. REINFORCING STEEL

This item shall provide for the furnishing and placing of reinforcing steel of the type, size and quantity designated for use in sewers and appurtenance sewer structures as shown on the plans and in accordance with these specifications.

A. Materials: All bar reinforcement shall be open-hearth new billet steel of structural, intermediate, or hard grade.

1) New billet steel shall conform to the requirement of the Standard Specifications for Billet Steel Concrete Reinforcement Bars, ASTM Designation A-615.
2) Unless otherwise shown on the plans, all reinforcing bars shall be deformed bars conforming to the requirements of ASTM Specification A-498.
3) Wire for fabric reinforcement shall be cold-drawn from rods hot-rolled from open-hearth billets. Wire shall conform to the requirements of the Standard Specification for Cold Drawn Wire for Concrete Reinforcement, ASTM Designation A-185.
4) In cases where the provision so this item are in conflict with the provisions of the ASTM Designations, to which reference is made, the provisions of this item shall govern.
5) The nominal size and area and the theoretical weight of reinforcing steel bars covered by the specification are as follows:
(Note: Wherever bars of a given diameter or size are specified herein, or shown on the plans, bars other than round or square but providing an equivalent nominal area weight, will be considered acceptable unless specifically noted otherwise on plans.)

No.	Nominal Diameter Inches	Nominal Area Square Inch	Weight per Linear Foot
2	1/4"	0.05	0.167
3	3/8"	0.11	0.376
4	1/2"	0.20	0.668
5	5/8"	0.31	1.043
6	3/4"	0.44	1.502
7	7/8"	0.60	2.044
8	1.000"	0.79	2.670
9	1.128"	1.00	3.400
10	1.270"	1.27	4.303
11	1.410"	1.56	5.313

B. The weight of any lot (see note) of bars shall not vary more than three and one-half (3½) percent under the theoretical weight for bars three-eighths (1/8) inches and over in nominal size of diameter; not more than five (5) percent under theoretical weight for bars under three eighths (1/8) inch in nominal size or diameter. The weight of any individual bar shall not vary more than six percent under the theoretical weight for bars three-eighths inch in size or diameter. The theoretical weight of deformed bars shall be the same nominal size. Bars or lots which vary more than the above limits shall be rejected.

(Note: The term "lot" used in the above paragraph shall mean all of the bars of the same nominal weight per linear foot in a carload or in a consignment if less than a carload.)

C. Where wire is ordered by gauge number, the following relation between number and diameter, in inches shall apply unless otherwise specified:

Gauge Number	Equivalent Diameter Inches	Gauge	Equivalent Diameter Inches
0	.3065	8	.1620
1	.2830	9	.1483
2	.2625	10	.1350
3	.2437	11	.1205
4	.2253	12	.1055
5	.2070	13	.0915
6	.1920	14	.0800
7	.1770		

D. The dimensions of the wire on any diameter shall not vary more than 0.003 inches from the specified nominal diameter. The difference between the maximum diameters as measured on any given cross-section of the wire shall not be greater than 0.003 inches. Wire having a diameter, which varies more than 0.003 inches under the theoretical diameter, shall be rejected.

..... End of Section .....

Specifications For Low Pressure Sewer System

1.0 GENERAL

1.1 SUMMARY

A. General Description of Equipment: The Manufacturer shall furnish complete factory-built and tested Residential Grinder Pump Sewage System(s), each consisting of a 2 HP centrifugal grinder pump, a collection basin constructed of fiberglass reinforced polyester resin, pump control float switches, shut off valve, pump disconnect and check valve, discharge pipe assembly and alarm panel. For ease of serviceability, all grinder pumps shall be of like type, impeller and horsepower throughout the system. To ensure single source responsibility for the equipment, the Residential Grinder Pump Sewage System(s) shall be by the single vendor as supplying the pump, collection tank, level control and alarm panel.

B. Qualifications: The Manufacturer shall demonstrate experience in the design, manufacture, and assembly of complete grinder pump systems for specific use in low-pressure sewer systems. The company shall submit detailed installation and user instructions for its product, submit evidence of an established service program including complete parts and service manuals, and be responsible for maintaining a continuing inventory of the grinder pump system replacement parts. The manufacturer shall provide a reference list of five (5) of its grinder pump system installations.

1.2 SYSTEM PERFORMANCE REQUIREMENTS

Grinder Pump shall be 2 horsepower, 230 volts, single phase, 60 Hertz, and 3450 RPM. Grinder pump, with three mercury level switches and shall be capable of delivering from 15 gallons per minute (gpm) against a total dynamic head (TDH) of 12 feet. Manufacturer shall provide pump characteristics diagrammed graphically on performance curve. Performance curve shall be established by measuring total dynamic head in feet of water against discharge flow in gallons per minute and shall contain at least 5 measured points. Each pump shall be expected to perform as its curve describes.

1.3 SHOP DRAWINGS

After receipt of notice to proceed, the manufacturer shall furnish a minimum of four (4) sets of shop drawings detailing the equipment to be furnished including dimensional data and materials of construction. The Engineer will promptly review this data, and return two (2) copies as accepted shop drawings. The Manufacturer shall proceed immediately with the fabrication of the equipment.

1.4 MANUFACTURER QUALITY ASSURANCE

Qualifications: Manufacturer shall demonstrate experience in the design, manufacture, and assembly of complete grinder pump systems for specific use in low pressure sewage systems. The company shall submit detailed installation and user instructions for its product, submit evidence of an established service program including complete parts and

service manuals, and be responsible for maintaining a continuing inventory of the grinder pump system replacement parts. The manufacturer shall provide a reference list of three (3) local grinder pump systems installations.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Packing, Shipping, Handling, and Unloading: Manufacturer shall provide a complete Residential Grinder Pump Sewage System(s) on skid(s) or pallet(s) ready to install. Do not drop or impact the collection tank. If collection tank must be moved, be sure that ground traversed is smooth and free of rocks, debris, etc. When lifting the collection tank, only a pliable strap or rope should contact basin. Do not use chains or steel cables.

B. Storage and Protection: Store Residential Grinder Pump Sewage System(s) away from sun and weather exposure until installation.

1.6 WARRANTY

The Manufacturer shall furnish a one year written warranty as follows for the complete package grinder pump sewage system against any and all defects in material and factory workmanship provided product is installed, serviced, and operated under normal conditions according to Manufacturer's instruction. Defects found during the warranty period will be reported to the manufacturer by the owner. Repair or parts replacement required as a result of such defect will be made free of charge during this period upon return of defective parts or equipment to manufacturer.

2.0 PRODUCTS

2.1 MATERIALS

All components shall be constructed of corrosion resistant materials with proven history in residential sewage service. Painted steel or galvanized steel components exposed to effluent shall not be allowed.

2.2 MANUFACTURED UNIT

Vendor shall provide factory built and tested Residential Grinder Pump Sewage System(s) a fiberglass collection basin, shut-off valve, check valve and electrical alarm/disconnect panel, and all necessary internal wiring, piping, and controls.

2.3 CORE UNIT

Residential Grinder Pump Sewage System(s) shall have easily removable pump assembly. The pump assembly shall contain pump, motor, grinder, and l check valve. A ½" polypropylene lifting rope with knots in 12" increments with a breaking strength of 3750 Lbs. is to be provided to retrieve the pump from the collection basin for repair or replacement. Pump must be serviceable or repairable without special tools.

2.4 COMPONENTS

A. **Grinder Pump:** Grinder pump shall be a centrifugal design with mechanical seal, vertical shaft, motor driven, solids handling pump.

1) Grinder: Grinder unit shall be on suction side of pump impeller and discharge directly into impeller inlet leaving no exposed shaft to permit packing or wrapping of ground solids. Grinder shall include a stationary hardened, stainless steel, cutter ring spaced in accurate close annular alignment with the driven cutter element. The driven cutter shall carry two (2) hardened and ground type series 440 stainless steel cutters. This assembly shall operate without objectionable noise or vibration over the entire range of operating conditions. The grinder shall be designed and constructed so as to eliminate clogging and jamming under all normal operating conditions including starting. Stationary cutter shall be reversible to provide new cutting surface without replacing with new material. Cutters shall be hardened to Rockwell 55-60C.

   The grinder shall be capable of reducing all components in normal domestic sewage, including a reasonable amount of "foreign objects", such as paper, plastic, diapers, and the like, to finely-divided particles which will pass freely through the passages of the pump and the 1-1/2" diameter piping.

2) Electric Motor: Motor shall be a 2 HP, 3450 RPM, 230V, 60 Hertz, single phase, ball bearing, with Class F windings. Motor can be mounted in a sealed, dielectric oil filled, submersible housing to provide permanent lubrication and efficient cooling or air cooled with appropriate insulation. Start switch shall be of solid state design. Start and run capacitors shall be mounted inside control panel for ease of replacement. Motor design shall be adequate so that the pump is non-overloading throughout the pump performance curve. Stator windings shall be insulated with moisture resistant Class F or H insulation rated for a minimum 311°F (155°C) with heat sensor. The motor shall be designed for handling residential sewage of 104°F (40°C) and capable of up to thirty (30) evenly spaced starts per hour. Inherent protection against running overloads or locked rotor conditions for the pump motor shall be provided by the use of an automatic-reset, integral thermal and current overload protector incorporated into the motor windings. This motor protection shall have been specifically investigated and recognized by UL and certified by CSA for the application.

3) Pump Cable: The pumps shall be equipped with 35 feet of 14 AWG 4-conductor cable and shall be sealed at the motor end as it enters the motor casing by a two-part barrier to moisture intrusion. The barrier shall be the compression of the oil and chemical resistant grommet, which shall seal the outer jacket of the power cord. In the event that the outer jacket of the power cord should become damaged, then the second line of defense shall be the epoxy poured isolated conductors within the jacketed cable itself. The insulation shall be removed from the individual conductors and the epoxy shall be allowed to form a leak-proof seal against wicking of the power cable between the outer jacket and the insulation of the individual conductors. The outer jacket of the power cord shall be oil resistant and water-resistant. The power cable shall be rated for NEC type "SOW" or "SOOW".

4) Mechanical Seals: Grinder pump shall be provided with dual mechanical shaft seals to prevent leakage between the pump and motor. Seal interface shall be held in contact by stainless steel spring and hardware. Seal system shall be cooled and lubricated with dielectric oil from the motor housing. Seal system shall not rely upon the pumped media for lubrication. Seal system shall be protected from solids in pumped media by pump-out vanes on pump impeller back shroud.

5) Pump Construction: Motor housing, bearing housing and volute shall be of ASTM A-48 gray cast iron, with smooth surfaces devoid of blow holes or other irregularities. All exposed nuts or bolts shall be Type 304 stainless steel or brass construction. All metal surfaces coming into contact with the residential sewage other than stainless steel or brass, shall be protected by an electrocoat paint finish on the interior and exterior of the pump.

6) Pump/Motor Shaft: Shaft shall be constructed of solid 400 series stainless steel. Shaft length measured from lower ball bearing to end of shaft shall not exceed 2-3/4 inches to minimize deflection and prolong bearing and mechanical seal life.

7) Bearings: Pump/motor shaft shall rotate on two single row ball bearings. Motor bearings shall be permanently lubricated by complete submergence in dielectric oil. Bearings shall be designed to compensate for axial thrust and radial forces developed by pump operation at all points on the pump performance curve and a twenty (20) percent grinder duty cycle. Calculations shall be provided by the pump manufacturer upon request. Sleeve or grease packed bearings shall not be acceptable. Bearings which require lubrication according to a prescribed schedule shall not be acceptable.

8) Mechanical seals: Motor shall be protected by two mechanical seals mounted in tandem with a seal chamber between the seals. Seal chamber shall be oil filled to lubricate seal face and to transmit heat from shaft to outer shell. The rotor and stator in the motor housing shall be separated and protected from the pumped liquid by an oil filled seal housing incorporating two mechanical seals mounted in tandem. The seal housing shall be equipped with or without a moisture sensing probe installed between the seals, and the sensing of moisture in the seal chamber shall be automatic, continuous, and not require the pump to be stopped or removed from the wet well. Single seal protection will not be considered equal. Seal face shall be as a minimum carbon and ceramic and lapped to a flatness of one light band. All hardware is to 300 series stainless steel and sealing elastomers are to Buna-N Rubber.

9) Impeller: The impeller shall be design for rough duty service and shall be of a semi-open design with hydrodynamic pump out vanes on the rear shroud. The impeller may be constructed of (standard) engineered thermoplastic, or bronze. The impeller shall be of a non-overloading design.

B. Collection basin: Basin shall be made from a fiberglass reinforced polyester resin 24" diameter and 60" deep.

1) Cover is to be a green 900 lb. bearing weight molded polyethylene cover to fit a 24" fiberglass basin.

C. Piping and Valves:

1) Internal Discharge Piping: Collection tank shall be equipped with schedule 80 PVC discharge piping joined by solvent cement.

2) Integral Check Valve: Pump discharge shall be equipped with a vendor supplied, gravity operated, self-cleaning, PVC flap valve to prevent drainage back into the collection tank. Check valve shall provide a full-port passageway and an access port for visual and physical inspection without disassembling the discharge piping. All working parts shall be non-metallic to ensure corrosion resistance.

3) Isolation Valve: Discharge piping shall be equipped with a PVC single union ¼ turn ball valve rated at 235 PSI at 73°F (23°C).

4) Compression Piping Seals: All pipe penetrations shall be sealed with compression pipe grommets injection molded from DuPont Alcryn®, or equal, thermoplastic.

D. Primary Level Control: Pump level control to be a sealed mercury float switch. Pump on, off, and alarm levels shall be controlled by three (3) mercury switches that will activate a motor contactor in the control panel. Float shall be non-corrosive Polypropylene plastic for use in liquids up to 140° F (60°C). Float cables shall be 18 gauge, 2 conductors, UL/CSA SJOW neoprene, water resistant cord of sufficient length to reach the junction box with no splices.

E. Seal Failure Indicator: (If a seal failure probe is used) the control panel shall provide a means for connecting the seal failure probe for the pump. The control panel shall incorporate a seal failure warning light that provides a visual indication of moisture entry into the motor. The seal failure indication light shall not stop the pump.

F. High Level Alarm: Each pump will incorporate a high level pilot duty alarm float. The float will provide notification of main level control failure. If the primary level control should fail, the high level float, when tripped, will signal an external alarm panel.

G. Alarm/Disconnect Panel: Each grinder pump sewage system shall include a NEMA 4X, UL listed, Alarm/Disconnect Panel suitable for wall (indoor or outdoor) or pole mounting. The NEMA 4X enclosure shall be manufactured of thermoplastic or fiberglass to assure corrosion resistance. The enclosure shall include a hinged, lockable cover. The enclosure will act as the junction box for the main wiring coming in from the house and the wiring going to the collection basin.

Electrical specifications for each alarm/disconnect panel are as follows:

Input Voltage

- 230 VAC 60 Hz Single Phase (Pump)

Current

- Pump – 20 Amp Max
- Alarm - < 1 Amp

Circuit Breakers

- Pump – 20 Amp, 2 Pole
- Alarm – 10 Amp, 1 Pole
- Main feed to Alarm/Disconnect Panel – 30 Amp, 2 Pole

The Alarm/Disconnect Panel shall contain separate breakers for the pump and alarm electronics to allow the alarm to still function if the pump breaker has tripped. Power to the unit should be provided via a 30 Amp, 2 pole breaker to allow the provided 20 Amp pump breaker (located inside alarm box enclosure) to trip prior to the breaker in the house.

The Alarm/Disconnect Panel shall include the following features: HOA switch with light, HWA light and buzzer with silence switch, seal failure light (if seal failure probe is used), motor contactor with overload, pump circuit breaker. In the event the high water alarm float is triggered, a horn and light will activate. The Alarm/Disconnect Panel shall include a momentary push button linked to a relay silence circuit that will allow the user to deactivate the horn while keeping the light ON. The visual alarm remains illuminated until the water level in the basin drops below the OFF setting of the alarm float. HOA switch allows for either "Hand" (manual), "Off" or Automatic pump operation. The entire Alarm/Disconnect Panel as manufactured shall be listed by *Underwriters Laboratories, Inc.*

..... End of Section .....

Specifications for Air Release Valves

1.0 General

The Contractor shall furnish all equipment and materials and perform all operations necessary for furnishing and installing sewage air and vacuum or combination air valves and manual air valves complete with all fittings and manholes as shown on the plans and herein specified for a complete automatic system.

2.0 Design

The valve shall have a conical shaped body with a clam lock-flush nozzle as the air opening. Valve body shall be stainless steel 316 and all internal parts shall be corrosion resistant plastic or stainless steel. The valve shall have a working pressure range of 3 to 230 psi. Inlet size shall be determined by the valve manufacturer.

3.0 Installation

The sewage air valve shall be located on the top of the pipe at locations as indicated on the plans. The sewage air valve shall be connected to the pipe using a tapped pipe saddle. A 2-inch gate valve shall be installed between the pipe saddle and the air/vacuum valve.

4.0 Manufacturer

The sewage air valve shall be *ARI Model D-025*, or approved equal.

..... End of Section .....

Specifications for Jacking, Boring or Tunneling of Pipe

1. GENERAL

This item shall govern for furnishing and installing of pipe by the methods of jacking, boring or tunneling as shown on the plans and in accordance with this item.

2. MATERIALS

Pipe may be either steel pipe, corrugated metal pipe or reinforced concrete pipe, or other types as may be specified by the ENGINEER of shown on the plans. Steel pipe exterior shall be coated with two coats of coal-tar enamel.

3. CONSTRUCTION METHODS

1) General – If the grade of the pipe at the jacking, boring or tunneling end is below the ground surface, suitable pits or trenches shall be excavated for the purpose of conducting the jacking, boring or tunneling operations and for placing end joints of the pipe. Excavations greater than five (5) feet in depth shall be protected as specified in "Trench Safety Plan".

   Where pipe is required to be installed under railroad embankments, highways, streets, or other facilities by jacking, boring or tunneling methods, construction shall be made in such manner that will not interfere with the operation of the railroad, street, highway, or other facility, and shall not weaken or damage any embankment or structure.

   Pipe damaged in jacking, boring or tunneling operations shall be repaired in place to the satisfaction of the ENGINEER. Pipe damaged beyond repair will be removed and replaced. Repair or removal and replacement of damaged pipe will be done at the CONTRACTOR'S expense.

   The pits or trenches excavated to facilitate jacking, boring or tunneling operations shall be backfilled immediately after the installation of the pipe has been completed.

2) Jacking – Heavy-duty jack suitable for forcing the pipe through the embankment shall be provided. In operating jacks, even pressure shall be applied to all jacks used. A suitable jacking head and suitable bracing between the jacks and the jacking head shall be provided so that pressure will be applied to the pipe uniformly around the ring of the pipe. Joint cushioning material of plywood or other material may be used as approved by the ENGINEER. A suitable jacking frame or backstop shall be provided. The pipe to be jacked shall be set on guides, properly braced together, to support the section of the pipe and to direct the pipe in the proper line and grade. The whole jacking assembly shall be placed so as to line up with the direction and grade of the pipe. In general, the embankment material shall be excavated just ahead of the pipe, the material removed through the pipe, and the pipe forced through the embankment with jacks, into the space thus provided.

   The excavation for the underside of the pipe, for at least one-third of the circumference of the pipe, shall conform to the contour and grade of the pipe.

Over-excavation to provide not more than two- (2) inches of clearance may be provided for the upper half of the pipe. This clearance shall be tapered to zero at the point where the excavation conforms to the contour of the pipe. Over-excavation in excess of one (1) inch shall be pressure grouted the entire length of the installation.

Preferably, the pipe shall be jacked from the low or downstream end. The final position of the pipe shall not vary from the line and grade shown on the plans, or established by the ENGINEER.

The CONTRACTOR may use a cutting edge of steel plate around the head end of the pipe extending a short distance beyond the end of the pipe with inside angles or lugs to keep the cutting edge from slipping back onto the pipe.

When jacking of pipe has begun, the operation shall be carried on without interruption, insofar as practicable; to prevent the pipe from becoming firmly set in the embankment.

3) Boring – The boring shall proceed from a pit provided for the boring equipment and workmen. The location of the pit shall be approved by the ENGINEER. The boring shall be done mechanically either using a pilot hole or by the auger method.

When the pilot hole method is used an approximate two (2) inch pilot hole shall be bored the entire length of the crossing and shall be checked for line and grade on the opposite end of the bore from the work pit. This pilot hole shall serve as the centerline of the larger diameter hole to be bored.

When the auger method is used, a steel encasement pipe of the appropriate diameter equipped with a cutter head to mechanically perform the excavation shall be used. Augers shall be of sufficient diameter to convey the excavated material to the work pit.

Excavated material shall be disposed of by the CONTRACTOR, as approved by the ENGINEER. The use of water or other fluids in connection with the boring operation will be permitted only to the extent necessary to lubricate cuttings; jetting will not be permitted.

In unconsolidated soil formations, a gel-forming colloidal drilling fluid consisting of at least 10 percent of high grade carefully processed bentonite may be used to consolidate cuttings of the bit, seal the walls of the hole, and furnish lubrication for subsequent removal of cuttings and immediate installation of the pipe. Overcutting in excess of one (1) inch shall be remedied by pressure grouting the entire length of the installation.

4) Tunneling – Where the characteristics of the soil, the size of the proposed pipe, or the use of monolithic sewer would make the use of tunneling more satisfactory than jacking or boring; or when shown on the plans, a tunneling method may be used, with the approval of the ENGINEER.

When tunneling is permitted, the lining of the tunnel shall be of sufficient strength to support the overburden. The CONTRACTOR shall submit the proposed liner method to the ENGINEER for approval. Approval by the ENGINEER shall not relieve the CONTRACTOR of the responsibility for the adequacy of the liner method.

The space between the liner plate and the limits of excavation shall be pressure-grouted or mud-jacked.

Access hole for placing concrete shall be spaced at maximum intervals of 10 feet.

5) Joints – If corrugated metal pipe is used, joints may be made by field bolting or by connecting bands, whichever is feasible. If reinforced concrete pipe is used, the joints shall be approved by the ENGINEER. Smooth steel pipe shall be welded.

6) Carrier Pipe – Carrier Pipe placed in bore or tunnel casing shall be supported with wood (timber) spacers and skids strapped to carrier pipe. The spacer/skids shall support 60% of laying length of carrier pipe and be secured with 3 stainless steel straps for each set of skids, minimum of 3 sets of skids are required for each pipe length. Skids shall be fabricated from hardwood or southern pipe stock.

7) Measurement – This item will be measured by the linear foot between the ends of the pipe along the flow line. For casing or tunnel, bores shall be measured by the linear foot from end to end.

8) Payment – Payment will be made in accordance with the unit price bid for various items set out in the Bid Proposal, usually as "Bore and Casing" for designated size of water or sewer line, or bore for designated size of water or sewer line. The unit price bid for "Bore and Casing" or bore for specific size line, shall not include the carrying pipe, which will be paid for at the unit price bid for designated size and depth.

..... End of Section .....

Specifications for PVC Force Main Sewer Pipe

1.0 General

This specification covers PVC (Poly Vinyl Chloride) pipe used as a force main for domestic wastes.

2.0 Pipe

PVC force main pipe Class 12454-B shall be designed for use at a minimum hydrostatic working pressure of 160 psi with a minimum standard dimension ratio SDR 26 or Class 150 PVC.

3.0 Installation

PVC Force main sewer pipe shall be installed in agreement with ASTM D-2774-69T.

4.0 Joints

Joints shall be of the bell and spigot type with confined rubber gasket.

5.0 Inspections and Testing

The completed force main line shall pass a hydrostatic test equal to a minimum of 25 pounds per square inch or 1.5 times the manufacturers recommended operating pressure of the pipe for a 2 hour duration.

6.0 Method of Payment

Payment shall be by linear feet of the line complete in place in agreement with the plans and specifications.

..... End of Section .....

Specifications for Hot-Mix Asphaltic Concrete Pavement

1. DESCRIPTION

This specification shall consist of a surface coat composed of a compacted mixture of mineral aggregate and asphaltic materials. The pavement shall be placed on an approved subgrade; base or wearing surfaces in accordance with details shown on the Plans.

2. MATERIALS

All materials, mineral aggregate, asphaltic materials, prime coat tack coat and additives shall be in accordance with Item 340 Texas Department of Transportation Standard Specification for Construction of Highways, Streets and Bridges.

3. PLACING

Materials shall be placed in accordance with Item 340, TxDOT and compacted as set out in Item 340 and as directed by the ENGINEER.

4. MEASUREMENT

Measurement shall be in units designated on Bid Proposal of specified thickness.

5. PAYMENT

Payment for completed and acceptable surface coat shall be made at the unit price bid on Bid Proposal and the unit price bid shall be full compensation for tack coat, prime coat, materials, rolling, all equipment, labor machinery, supervision required for completion of work.

..... End of Section .....

Specifications for Cement Stabilized Sand Backfill

1.0 DESCRIPTION

This item shall govern the material, basis for payment, and measurement of cement stabilized sand.

2.0 MATERIALS

Cement stabilized sand shall be composed of River sand (P.I. of 4 of less) or equal and not less than one and one-half (1½) sacks of Portland Cement per cubic yard thoroughly mixed, in a mill type mixer.

3.0 BASIS OF PAYMENT

Basis of payment shall be at the unit price bid for designated unit as it appears on bid proposal. The unit price bid of specified unit shall be full compensation for all materials, labor, machinery, or other operations required to place cement stabilized sand.

4.0 MEASUREMENT

Measurement will be made by weight ticket showing pounds of material per truckload and shall be acknowledged by the OWNER'S representative on the job.

..... End of Section .....

Specifications for Crushed Limestone Flexible Base

1. DESCRIPTION

This item shall consist of a foundation course for surface course; and shall be composed of crusher-run broken stone; and shall be constructed as herein specified in courses not over 6" thick after compaction in conformity with the typical sections shown on the plans and to lines and grades as established by the ENGINEER.

2. MATERIALS

2.1 The material shall be obtained from an approved source, shall be crushed, shall consist of durable particles of crushed stone graded from coarse to fine; shall be screened or otherwise manipulated prior to crushing to remove all soil, clay, or other objectionable material, and shall contain approved binding material produced in the crushing process.

2.2 When properly slaked and tested by current standard laboratory methods, materials shall meet the following requirements:

Retained on 1 ¾" screen	0%
Retained on ¾" screen	15-45%
Retained on ¼" screen	45-75%
Retained on 40 mesh sieve	60-85%

2.3 When tested by current standard laboratory methods, the soil binder (material passing the 40 mesh sieve) shall meet the following requirement:

The liquid limit shall not exceed	40
The Plasticity index shall not exceed	10

2.4 When tested by the Wet Ball Method for determining disintegration of Flexible Base Material, the material shall not have a wet ball mill wear exceeding 40%.

3. CONSTRUCTION METHODS

3.1 Preparation of Subgrade – The area to be surfaced shall be excavated and shaped to conform with the typical sections shown on the plans and to the lines and grades established by the ENGINEER. All unstable or otherwise objectionable material shall be removed from the subgrade and replaced with approved material. All holes, ruts, and depressions shall be filled with approved material, and if required, the subgrade shall be thoroughly wetted and reshaped and rolled to the extent directed in order to place the subgrade in an acceptable condition to receive the base material. The surface of the subgrade shall be finished to line and grade within a tolerance of ½" in cross section, and ½" in a length of 16" longitudinally. Material excavated in preparing the subgrade shall be utilized in filling adjacent areas, or otherwise disposed of as directed.

3.2 First Course – The material shall be delivered in vehicles of an approved capacity, and it shall be the responsibility of the CONTRACTOR that the required amount of

material shall be delivered and spread to provide the required compacted thickness. Material deposited on the subgrade shall be spread the same day. The material shall be sprinkled, if the moisture content is less than the optimum required for compaction, and shall then be bladed, and shaped to conform to the typical section shown on the plan. Sufficient moisture shall be added to the material to minimize segregation of the coarse or fine aggregate, and any "nests" of segregated coarse or fine material shall be corrected or removed and replaced with well graded material. If additional binder is necessary after the material is spread and shaped, it shall be furnished and applied in the amounts required to fill the voids of the coarser aggregate. Additional binder material shall be carefully and evenly incorporated with the material in place by blading, scarifying, harrowing, or other approved methods. The course shall be sprinkled as required and rolled until an uniformed compaction is secured. Irregularities, depressions or weak sport which develop shall be corrected immediately by scarifying the areas affected, adding suitable material as required, reshaping and re-compacting by sprinkling and rolling. Blading and rolling shall continue until the base is compacted to a minimum of 95% of Standard Proctor Density.

3.3 Rollers shall be pneumatic tired rollers with not less than nine (9) pneumatic tired wheels, running on axles in such a manner that the rear group of tires will not follow in the tracks of the forward group, and mounted in a rigid frame provided with a platform or body suitable for ballast loading. The pneumatic tired roller shall have an effective rolling width of approximately 60" and shall be so designed that by ballast loading, the load may be varied uniformly from 100 pounds to 325 pounds per inch of width of tire tread. The pneumatic tired roller may be either the self-propelled type, or towed type roller drawn by a pneumatic tired tractor. Rollers shall be maintained in good repair and operating condition, and shall be approved by the ENGINEER.

3.4 Succeeding Courses – Construction methods and requirements shall be the same for succeeding courses as prescribed for the first course, except that the surface of the final course shall be finish rolled with a steel wheeled roller, if required, to obtain a smooth and uniform surface.

4. MEASUREMENT

Measurement shall be made in the units designated on the bid proposal, usually by the square yard, in place, and compacted.

5. PAYMENT

Payment shall be made at the unit price bid for designated unit on Bid Proposal and the unit price bid and shall be full compensation for all materials, labor, machinery, equipment, preparation shaping, compaction, etc., necessary to meet Plans and Specifications, in accordance with and acceptable to, the ENGINEER.

..... End of Section .....

Specifications for Mobilization and Demobilization

1.0 GENERAL

1.1 MOBILIZATION

This section covers the mobilization of personnel, equipment, materials and supplies, and their transport to the job site, insurance, payment and, performance bonds. Also included is setting up the CONTRACTOR's complete construction plant, field office and other construction facilities, as required for the CONTRACTOR's operation, all in adequate time for satisfactory performance of all Work under the Contract.

1.2 DEMOBILIZATION

Demobilization shall include the removal of all construction plant, equipment and accessories, materials, supplies, appurtenances, construction debris and the like from the job site upon completion of the Work.

2.0 MEASUREMENT AND PAYMENT

2.1 MEASUREMENT

No measurement for Work of this Section will be made.

2.2 PAYMENT

Payment for Mobilization and Demobilization Work of this Section will be made at the lump sum price for Bid Item No. 1, Mobilization and Demobilization, in the Schedule of Quantities and Prices, which shall not exceed 10 percent of the Bid Subtotal. Payment for mobilization will be made with the first progress payment and will be equal to 90% of the amount bid for Bid Item No. 1. The remaining 10% will be paid with the final project payment and will be proportional to the amount of the CONTRACTOR Use Areas that have been cleaned and restored to their original condition in a total amount of 10 (Ten) % of the amount bid.

..... End of Section .....

Specifications for Man Hours and Equipment Time

1.0 DESCRIPTION

It is the intent and purpose of these specifications to govern the use of man time and equipment time where required and authorized by the ENGINEER.

1.1 MAN HOURS: The labor of one able-bodied man working for one (1) hour.

1.2 TRUCK HOURS: A truck in good and acceptable repair rated at 2 ½ tons but capable of hauling a minimum of three (3) cubic yards of material, with a competent drive and with all necessary fuel, lubricating oil and grease furnished, operating on the work for one hour.

1.3 BULLDOZER HOURS: A bulldozer in good and acceptable repair, having a minimum rated capacity of 35 HP with a competent operator and with all necessary fuel, lubricating oil and grease furnished, operating on the work for one hour.

1.4 LOADER/BACKHOE HOURS: A rubber tired Loader/Backhoe in good and acceptable repair, with a minimum size loader of 1 ¼ C.Y. and backhoe bucket of a minimum size of 24" with a competent operator and with all necessary fuel, lubricating oil and grease furnished, operating on the work for one hour.

1.5 MOTOR GRADER HOURS: A motor grader in good and acceptable repair, having a mould-board or blade twelve (12) feet in length, with a competent operator and with all necessary fuel, lubricating oil and grease furnished, operating on the work for one hour.

2.0 MEASUREMENT AND PAYMENT

2.1 MEASUREMENT: Measurement for the above personnel and equipment will be made by the hour.

2.2 PAYMENT: Payment for the above equipment and personnel will be made at the unit price bid per hour for each item which price shall be full compensation for furnishing the above described items, which includes all supervisory personnel, including foremen, all Social Security, Old Age Benefits, Insurance, Overhead, Profit, Fuel, Lubrication, and Maintenance required to efficiently operate man and equipment. Insurance requirements shall meet or exceed State and other governing agency requirements.

..... End of Section .....

ATTACHMENT A

IFB 14-048/KJS
US 90 Crossover at Green Pond Gully Rd
Final Tabulation

						ALLCO PO Box 3684 6720 College Street Beaumont, TX Contact: T.W. Harrison bharrison@allco.com 409-860-4459 phone 409-860-3857 fax		**APAC-Texas, Inc.** 12907 US Hwy 90 Beaumont, TX 77713 Contact: Scott Blanchard snblanchard@apac.com 409-866-1444 phone 409-866-1444 fax	
Item No.	**Code**	**S.P. No.**	**Item Description**	**Unit**	**Approx. Quantities**	**Unit Bid Price**	**Item Total**	**Unit Bid Price**	**Item Total**
0105	2046		REMOVING STAB BASE & ASPH PAV (0"-10")	SY	533.00	$46.00	$24,518.00	$17.00	$9,061.00
0110	2004		EXCAVATION (ROADWAY AND CHANNEL)	CY	423.00	$66.00	$27,918.00	$22.00	$9,306.00
0132	2005		EMBANKMENT (FINAL) (ORD COMP) (TY C)	CY	443.00	$79.00	$34,997.00	$30.00	$13,290.00
0164	2023	002	CELL FBR MLCH SEED (PERM)(RURAL)(CLAY)	SY	1360.00	$2.50	$3,400.00	$0.45	$612.00
0247	2042	033	FL BS (COMP IN PLC)(TYA GR 2)(FNAL POS)	CY	171.40	$185.00	$31,709.00	$140.00	$23,996.00
0292	2002		ASPHALT STAB BASE (GR1)(PG 64)	TON	503.60	$166.00	$83,597.60	$112.00	$56,403.20
0464	2005	006	RC PIPE (CL III)(24 IN)	LF	101.00	$95.00	$9,595.00	$130.00	$13,130.00
0464	2009	006	RC PIPE (CL III)(36 IN)	LF	44.00	$180.00	$7,920.00	$210.00	$9,240.00
0465	4122	002	INLET (COMPL)(PAZD)(FG)(3FTX3FT-3FTX3FT)	EA	1.00	$11,000.00	$11,000.00	$5,800.00	$5,800.00
0467	2288		SET (TY II) (24 IN) (RCP) (6:1) (P)	EA	1.00	$6,000.00	$6,000.00	$1,480.00	$1,480.00
0467	2292		SET (TY II) (36 IN) (RCP) (6:1) (P)	EA	2.00	$7,000.00	$14,000.00	$3,700.00	$7,400.00
0496	2004		REMOV STR (SET)	EA	1.00	$2,600.00	$2,600.00	$375.00	$375.00
0500	2001	011	MOBILIZATION	LS	1.00	$14,000.00	$14,000.00	$18,300.00	$18,300.00
0502	2001	033	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	2.00	$6,187.50	$12,375.00	$2,000.00	$4,000.00
0644	2056		RELOCATE SM RD SN SUP & AM TY 10BWG	EA	9.00	$400.00	$3,600.00	$365.00	$3,285.00
0644	2060		REMOVE SM RD SN SUP & AM	EA	1.00	$420.00	$420.00	$51.00	$51.00
0666	2011		REFL PAV MRK TY I (W) 4" (SLD) (090MIL)	LF	77.00	$3.00	$231.00	$3.10	$238.70
0666	2035		REFL PAV MRK TY I (W) 8" (SLD) (090MIL)	LF	374.00	$4.50	$1,683.00	$4.65	$1,739.10
0666	2047		REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	40.00	$10.00	$400.00	$10.50	$420.00
0666	2053		REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	2.00	$350.00	$700.00	$360.00	$720.00
0666	2110		REFL PAV MARK TY I (Y) 4" (SLD) (090MIL)	LF	1009.00	$3.00	$3,027.00	$3.10	$3,127.90
0672	2015	034	REFL PAV MARKR TY II-A-A	EA	10.00	$12.00	$120.00	$12.50	$125.00
0672	2017	034	REFL PAV MARKR TY II-C-R	EA	19.00	$12.00	$228.00	$12.50	$237.50
0677	2001		ELIM EXT PAV MRK & MRKS (4")	LF	1298.00	$0.80	$1,038.40	$0.85	$1,103.30
0677	2003		ELIM EXT PAV MRK & MRKS (8")	LF	68.00	$4.00	$272.00	$4.10	$278.80
0677	2008		ELIM EXT PAV MRK & MRKS (ARROW)	EA	1.00	$150.00	$150.00	$155.00	$155.00
1122	2037	002	TEMPORARY SEDIMENT CONTROL FENCE INSTLL	LF	100.00	$12.25	$1,225.00	$4.10	$410.00
1122	2057	002	TEMPORARY SEDIMENT CONTROL FENCE REMOVE	LF	100.00	$9.25	$925.00	$1.05	$105.00
3267	2106		D-GR HMA (SQ) TY-D PG64-22	TON	50.40	$564.00	$28,425.60	$240.00	$12,096.00
						TOTAL	$326,074.60	**TOTAL**	$196,485.50

CONTRACT

This agreement made this 24th day of November, 2014, by and between the County of Jefferson, Texas represented by the County Judge, party of the first part, and APAC-Texas, Inc. his/their executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

WHEREAS, the County desires to enter into a contract for the pavement improvements as shown and described in the plans, specifications and special provisions included herein, and

WHEREAS, the Contractor has been engaged in and now does such work and represents that he is fully equipped, competent and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the unit prices listed herein and the provisions of the herein included specifications, special provisions and plans, now

WITNESSETH: That for and in consideration of the unit prices listed herein, a part of this contract, the Contractor agrees to do, at his own proper cost and expense, all the work necessary for the roadway improvement as shown and described in the plans and in accordance with the provisions of the specifications and special provisions which are a part of this contract.

Time for completion of this contract shall be computed beginning on the effective date given in the Notice to Proceed.

The work to be constructed under this contract shall be completed in 30 working days.

And the County, in consideration of the full and true performance of said work by the Contractor, hereby agrees and binds itself to pay the Contractor for the quantities of work performed in compliance with this contract at the respective unit prices set forth herein, subject to adjustment as herein provided. The following items of work and respective unit prices are those contained in the original proposal and are a part of this contract. The County limits its obligation hereunder to the funds available.

The Contractor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement, or in compensation for services in connection therewith, any brokerage commission or percentage upon the amount receivable by him hereunder; and that he has not in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission or percentage; and that all moneys payable to him hereunder are free from all obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the County or for deduction from any sum due or to become due thereunder an amount equal to any brokerage commission or percentage so paid or agreed to be paid or both.

In the employment of labor in the performance of this contract, preference shall be given, other conditions being equal, to honorably discharged service personnel, but no other preference or discrimination among citizens of the United States shall be made.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the construction of the work called for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

COUNTY OF JEFFERSON
Party of the First Part
Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs hereto approved and authorized by the Commissioner's Court of Jefferson County:

By: _____
County Judge

RECOMMENDED FOR EXECUTION:

_____
Director of Engineering

CONTRACTOR
Party of the Second Part

By: _____

_____
(Title)

ATTEST_____
DATE_____

THE STATE OF TEXAS	§	**GOLDEN TRIANGLE SPORTS**
	§	
	§	**ACADEMY, LLC**
	§	
COUNTY OF JEFFERSON	§	**LAND LEASE AGREEMENT**

This is a Lease Agreement, made as of November 24, 2014, by and between Jefferson County, Texas, a political subdivision of the State of Texas (herein called "LESSOR") and Golden Triangle Sports Academy, LLC (herein called "LESSEE"), being a Texas limited liability corporation authorized to do business in Jefferson County, Texas.

SECTION 1: LETTING

1.01 Premises: LESSOR is the owner and operator of the Southeast Texas Regional Entertainment Complex ("Complex"). LESSOR hereby lets to LESSEE and LESSEE hereby leases from LESSOR the tract of land described as Golden Triangle Sports Academy in Exhibit "A" attached, containing 2.62 acres, more or less, located at the Complex, together with the right use and enjoy all improvements thereon, whether existing or constructed or to be constructed are referred to herein as the "premises".

SECTION 2: COMMENCEMENT AND TERM OF LEASE

2.01 Effective Date: The effective date of this Lease shall be on the date the LESSEE completes construction but not later than January 1, 2015.

2.02 Term: The initial term of this Lease shall be for a period of 240 calendar months (20 years), plus the partial month, if any, following the commencement of the term unless sooner terminated or extended by virtue of a provision herein.

2.03 Option Term: LESSEE shall have the option to extend the term of this Lease for two additional 60-month (5-year) terms following the initial term. Rental during any optional term shall be calculated pursuant to the terms of Section 3.03.

SECTION 3: RENTALS

3.01 Base Rent: As rent for the demised premises and the LESSEE's right and privileges hereunder, the LESSEE agrees to pay to the LESSOR the sum of $6,000.00 per year during the initial term of the Lease, and subject to provision of 3.03, which rental shall be paid in monthly installments, in advance on the first day of each month, in a sum equal to 1/12 of such annual base rent. Rental installments not paid by the tenth (10th) day of the month in which due shall bear interest at the highest rate allowed by law from the date it is due until paid.

3.02 Commencement of Rent: Rental payments as provided above shall be payable on but not before the commencement date of the Lease as determined in Section 2.02 hereof.

3.03 Adjustment of Rent: In January, beginning on January 1, 2020, the rent set forth in subsection 3.01 above shall be adjusted by applying to the rent the applicable during past preceding five-year period, the percentage of increase or decrease in the Consumer Price Index published by the Bureau of Labor Statistics, U S Department of Labor for "all items" for Houston, Texas (or other applicable U S Departments should the Department of Labor discontinue the same), provided, however, that any rent increase under this provision shall not exceed a 10% increase of the then existing base rent. Additional adjustments shall occur for each successive five (5) year period thereafter at a rate of ten percent (10%).

SECTION 4: CONSTRUCTION

4.01 Plans and Specifications: Attached hereto as Exhibit "B" is a schematic of the improvements that LESSEE proposes to build on the premises. Prior to any construction,

plans and specifications are to be submitted to LESSOR for approval, which approval shall not be unreasonably withheld.

4.02 Indemnity: LESSEE shall include in all construction contracts entered into by it, in connection with any or all of the construction work, a provision requiring the contractor and any subcontractor to indemnify, hold harmless, defend and insure Jefferson County, its officials, agents and employees against the risk of death, injury, or damage to persons or property, arising out of or in connection with the performance of any or all such construction work. LESSEE shall require the contractor to furnish liability insurance including contractual indemnity coverage in an amount not less than the maximum dollar amount of recovery permitted against a county by the Texas Tort Claims Act as it now exists or may be hereafter amended.

4.03 Workmanship: The LESSEE further covenants that all construction works to be performed by it or its contractor, including all workmanship or materials shall be of first class quality.

4.04 Utility Connections: LESSEE, at its own expense, shall construct utility connections such as it may desire from utility lines or pipelines in existence on the Complex property or from outside the Complex, following existing roads or easements, unless express authority for deviation from existing roads or easements is given to it by the Commissioner's' Court. The deviation authority and additional easements will be granted by LESSOR, if needed by the LESSEE to achieve economy or convenience. If other property is subsequently leased by LESSOR to other tenants m the vicinity who choose to extend existing utility lines provided by this LESSEE to other property so leased, the subsequent tenants shall have the right to do so at their sole cost and expense, but LESSOR covenants that it will require each subsequent tenant, as a condition to the extension of the utility lines, to pay to present LESSEE a pro rata share of the original cost of extending utilities from present utility lines to the premises. However, the right of any subsequent tenant to extend utility lines is further conditioned that the extension will not impair the capability and capacity of the line as used by the present LESSEE.

4.05 Certificate of Completion: When the construction herein above provided for has been completed, the LESSEE shall, within a reasonable time thereafter, deliver to LESSOR a certificate of LESSEE's architect that the construction has been completed in compliance with all laws, ordinances and governmental rules, regulations and orders.

4.06 Proof of Payment: All improvements shall be free and clear of all mechanics' and other liens and from liability arising from the construction of said improvements, and LESSEE shall, upon demand, furnish to LESSOR full and satisfactory evidence in writing of the area of such improvements, the actual cost of such improvements and of the payment therefor, the value of such improvements immediately after construction, and that said improvements are free and clear of all mechanics' and other liens and from liability thereto arising from the construction.

SECTION 5: USE OF PREMISES

5.01 Refuse and Trash: No refuse or trash shall be kept, stored or allowed to accumulate on the demised premises. LESSEE shall provide, at its sole cost and expense, necessary arrangements for adequate sanitation, handling and disposal from the premises of all trash, garbage and other refuse which results from tenants' business operations, including receptacles for the deposit of such trash, garbage and other refuse.

5.02 Outside Storage Prohibited: Storage of vehicles, equipment, supplies or any other items outsider of the building(s) is prohibited. For the purpose of this provision, the term "storage" shall mean the placing of vehicles, equipment, supplies or any other items outside the building and which vehicles, equipment, supplies or any other items that do not serve as an actual day-to-day business function.

5.03 Permitted Uses: The LESSEE shall have the privilege of using, subject to the terms and conditions herein, the premises for the operation of a commercial baseball/softball academy, including all services normally connected therewith, including a concession

counter to service the academy. LESSEE may not use the premises for any other purpose without the prior written consent of the LESSOR.

5.04 Illegal Use Prohibited: LESSEE shall not use or permit the use of the premises in any manner that results in waste of the premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

SECTION 6: TITLE

6.01 Representation as to Use and Zoning: LESSOR makes no warranty or representation of any kind concerning the condition of the leased premises or its fitness for the use intended by LESSEE, or of its zoning, and hereby disclaims any personal knowledge with respect to these matters, it being expressly understood by the parties to this Lease that LESSEE has personally inspected the leased premises, knows its condition, finds it fit for its intended use, accepts it AS IS, and has ascertained that it can, under existing ordinances, be used for the purposes set forth in and limited by this Lease. LESSEE expressly understands and agrees that with respect to the leased premises there are no express or implied warranties, and all warranties are excluded, including but not limited to, any warranties of quality, merchantability, and suitability or fitness for a particular purpose.

6.02 Lessee's Estate: Title to all improvements constructed by LESSE shall vest and remain in LESSEE during the original term of thus Lease and LESSE shall be entitled to any and all investment tax credits generated by reason of construction, installation, and operations on the premises. Subject to the rights of LESSEE's mortgage (as provided in subsection 6.03 and elsewhere herein) and to LESSEE' s right of reimbursement to the extent set out in subsection 13.02, title to improvements shall pass to and vest in the LESSOR upon the effective date of a cancellation or termination of this Lease. LESSEE shall have the right at any time prior to or subsequent to the construction of improvements to mortgage its leasehold estate in the premises and the improvements, and to assign its interest in this Lease to any mortgage who shall have advanced funds to the

LESSEE under any loan, the proceeds of which have been used for the construction of the improvements or to refinance loans for the construction of improvements. Any mortgagee claiming under the LESSEE shall have the rights and privileges hereinafter set forth.

6.03 Lessee's Mortgage: In the event LESSEE shall mortgage the leasehold estate and the improvements or assign this Lease to any mortgagee who shall have advanced funds for the purposes described in the preceding subsection 6.02, such mortgagee may give written notice of its mortgagee's interest to the LESSOR at LESSOR's address shown herein. Thereafter, LESSOR, prior to taking any action to cancel or terminate the Lease, shall give to the mortgagee the same notices that are required to be given to the LESSEE prior to cancellation or termination, and if notice 1s required to be given to the LESSEE, then a written notice to the mortgagee shall be given of the event or events which are alleged to be the basis of the right to cancel or terminate. The mortgagee shall have the right (a) to cure the default of the LESSEE, and (b) at its election, to foreclose its lien or security interest in the leasehold estate and improvements and this Lease and to sell such leasehold estate and improvements (and LESSEE's interest m this Lease) at public or private sale, whereupon the purchaser shall succeed to all rights of the LESSEE hereunder. The mortgagee shall be accorded a reasonable period of time in which to cure the default, taking into account the nature of the LESSEE' s default, and a reasonable period of tune in which to effect foreclosure, taking into account the statutory requirements for foreclosure of its lien or security interest. Further, if LESSEE shall default under the terms of its mortgage, the mortgagee shall likewise have the rights and power of foreclosure and sale as are set out in the preceding preceding portions of this subsection 6.03. The LESSOR agrees to execute such documents as may be requested by the LESSEE or the LESSEE's mortgagee to provide LESSEE with the ability to meet requirements for obtaining secured financing, provided that such documents do not render LESSOR liable for the payment of LESSEE's indebtedness or encumber LESSOR's remainder interest.

SECTION 7: INSURANCE

7.01 Insurance on Buildings and Improvements: At all times during the term of this Lease, LESSEE shall keep all buildings and other improvements located or being constructed on the leased premises insured against loss or damage by fire and other hazards in a Texas All-Risk form, with extended coverage and special extended coverage endorsement and loss by flood (if required by LESSOR) and the insurance shall be earned by insurance companies authorized to transact business in Texas, selected by LESSEE and approved by LESSOR. The insurance shall be paid for by LESSEE and shall be in amounts not less than 80% of the replacement cost of the buildings and other improvements (or in the case of flood insurance, the maximum amount available if 80% of replacement cost exceeds said maximum). The hazard insurance policy providing coverage hereunder shall name both LESSOR and LESSEE as the named insureds, as their interest may appear. All insurance proceeds shall be paid to LESSOR and held by LESSOR to be disbursed in accordance with the later provisions of thus Lease.

7.02 Liability Insurance: At all times during the term of this Lease, including the construction phase, LESSEE, or its contractors or subcontractors, shall provide and keep in force and effect, liability insurance covering LESSOR and LESSEE for liability for property damage and personal injury. This insurance shall be carried by one or more insurance companies duly authorized to transact business m Texas, selected by LESSEE and approved by LESSOR, and the premiums shall be paid for by LESSEE. This insurance shall protect LESSOR and LESSEE against liability to any employees and servants of LESSEE and to any other person or persons whose property damage or personal injury arises out of or in connection with LESSEE's occupation, use, or condition of the leased premises as defined in section 1.01above. The insurance policies shall provide coverage as follows:

(1) Worker's Compensation Insurance

(a) Amount - Statutory

(b) Employer's Liability $500,000/$500,000/$500,000

(2) General Liability - $500,000 combined single limit for bodily injury and property damage - Each occurrence
$1,000,000 General aggregate
$1,000,000 Products completed operations aggregate
$ 500,000 Personal and advertising liability
$ 50,000 Fire damage (any one fire)
$ 5,000 Medical expense (any one person)

Policy must be an "occurrence" policy on ISO 1986 form or its equivalent, without any restrictions or deletions of coverage, and this must be indicated on the certificate of insurance

If policy is other than on ISO 1986 form, it must be on an "occurrence" form and provide the following coverages which are so indicated on the certificate of insurance

1 - Operations Liability
2 - Products and/or Completed Operations Coverage
3 - Blanket X, C, U Coverage
4 - Broad Form Blanket Contractual Coverage
5 - Broad Form Property Damage
6 - Include the Broad Form General Liability Endorsement

(3) Waiver of Subrogation: Endorsement waiving subrogation in favor of LESSOR and its subsidiaries, affiliates, employees, officers, directors, consulting engineers, attorneys and agents, on Workers' Compensation, General Liability, Automobile, Liquor Liability (if any) and Umbrella policies Must be noted on certificate of insurance in force

(4) Additional Insured: Endorsement of General Liability, Automobile, Liquor Liability (if any) and Umbrella policies naming LESSOR, its employees, officers,

commissioners, directors, consulting engineers, attorneys and agents as additional insureds. Additional insureds must be identified as such on the certificate of insurance. The insurance afforded the additional insureds is primary insurance. If the additional insured has other insurance which is applicable to the loss, it will be excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

(5) Detail of LESSOR, its Independent Contractor, or Subcontractor Standard Coverage Where this standard coverage is greater or broader than that required above, the above stated coverages and limits are not deemed to be a limitation on or a limit of liability and are not a representation by LESSOR that the above insurance is all that should be obtained nor that said insurance is sufficient to protect LESSOR, or its independent contractors or subcontractors

In addition, there will be furnished, by LESSEE' s contractor, to LESSOR, an Owner's Protective Liability Policy naming LESSOR as insured in an amount not less than Bodily Injury $500,000 each occurrence, $1,000,000 aggregate, and property damage $100,000 each occurrence, $100,000 aggregate, and insuring liability due to the use of premises upon which this contract is performed as well as liability due to operations performed by Contractor and the general supervision of same

7.03 Failure to Maintain Insurance: If at any time during the term of this Lease, the LESSEE fails to maintain the aforesaid insurance, the LESSOR shall be entitled, at its option, to obtain any or all insurance. In such an event, the LESSOR shall be reimbursed by the LESSEE for all costs and expenses associated with obtaining such insurance upon thirty (30) days written notice from the LESSOR to the LESSEE.

7.04 Completed Operations and Contractual Liability: The General Liability and Umbrella policies of insurance so required by this paragraph shall include completed operations

insurance and contractual liability insurance covering LESSEE's and contractor's indemnity obligations as hereinafter provided.

7.05 Insurance Policies to Provide Waiver of Rights: LESSOR and LESSEE intend that all policies purchased in accordance with this Lease Agreement will protect LESSOR, LESSEE, and all other persons or entries listed as insureds or as additional insureds in such policies, or certificates of insurance, and will provide primary coverage for all losses and damages caused by the perils covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers shall not have rights or recovery against any of the insureds or additional insureds named in the policies.

7.06 Certificates of Insurance: LESSEE and its contractor shall deliver to LESSOR, upon the execution of this Lease Agreement, with copies to each other insured or additional insured identified herein, certificates of insurance (and other evidence of insurance requested by LESSOR or any named insured or additional insured) which LESSEE or the Contractor is required to purchase and maintain in accordance with this agreement. Such certificates of insurance shall each provide that LESSOR be provided with at least thirty (30) days written notice prior to any cancellation, non-renewal, or material modification of any of the insurance coverage described therein. LESSEE shall provide additional certificates of insurance as set out above from time to time so that at all times while this Lease Agreement is in effect LESSEE shall have in LESSEE's possession an insurance certificate or certificates complying with the terms of this subsection 7.06 indicating that the insurance coverages required by this Lease Agreement are in full force and effect. If required by the documents evidencing or securing any leasehold mortgage permitted hereunder creating any lien or liens on the leasehold interest of LESSEE hereunder, the insurance policy or policies providing hazard insurance coverage under subsection 7.01 above shall name the Leasehold Mortgagee (as such term is hereinafter defined) holding such leasehold mortgage as loss payee in a standard noncontributory mortgagee's clause. In addition, LESSEE shall carry any additional insurance coverage which may at any time or from time to time be required by applicable law. At any time and from time to

time, the LESSOR may request the LESSEE provide LESSOR certified copies of any of the insurance policies providing insurance required to be provided by LESSEE under this Lease Agreement, and LESSEE shall provide the same to LESSOR within twenty (20) days after such request, each such certification shall be by the insurance company issuing such policy and shall state that such policy is a true and correct copy of the original policy.

7.07 Waiver of Subrogation: Anything in this Lease to the contrary notwithstanding, the parties hereto hereby waive to the extent permitted by their respective insurance earners and to the extent of any insurance proceeds received by such parties, any and all rights of recovery, claims, actions, or causes of action, against each other, their agents, officers, directors, partners, and employees, for any loss or damage that may occur to the leased premises, or any improvements thereto, or personal injury or death of any person by reason of fire, the elements, or other origin, including negligence of the parties hereto, their agents, officers, directors, partners and employees, provided, however, that nothing contained herein shall reduce, limit or affect the liability of LESSEE under the indemnity contained in subsection 8.01 hereof

SECTION 8: INDEMNIFICATION

8.01 The parties contemplate that lessee, its servants, agents, employees, invitees, licensees or independent contractors shall from time to time enter the leased premises and, as a part of the consideration hereof, it is agreed that such entry or entries shall be at the sole risk of lessee, and lessee agrees to and does hereby expressly assume all risk associated with the use of the leased premises (including entry into activities on and exit from the leased premises) and assumes all legal duties and liabilities of lessor as the owner of the leased premises, regardless of condition or cause, with respect to its servants, agents, employees, invitees, licensees and independent contractors

for good and valuable consideration, lessee agrees to protect, indemnify, save, and hold harmless lessor and its elected officials, partners, members, officers, directors, judges,

commissioners, shareholders, employees, agents and affiliates (collectively the "indemnified parties" and individually the "indemnified party") from and against any and all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including but not limited to court costs, reasonable attorneys' fees and costs of discovery and investigation (the "liabilities") arising or resulting in any manner, in whole or in part, directly or indirectly, (1) from the conduct or lessee's operations, (2) from any work, construction, repairs, maintenance, other action or omission, done or suffered to be done on or about the leased premises, by lessee, its agents, employees, independent contractors or others, (3) from any condition of or defect in the leased premises or in any improvements, equipment, vehicles or pipelines now or hereafter located thereon or thereunder, regardless of whether hidden or obvious, or disclosed or undisclosed by any indemnified party, (4) from any breach or default on the part of lessee in the performance of any covenant or agreement under the terms of this lease, whether or not acted upon or waived by any indemnified party, (5) from damages to or claims of damage by lessor due to any activity, or(6) from any violation of or failure to satisfy any legal requirement related to lessee's operations (collectively the "indemnified matters")

lessee's indemnity shall apply to all liabilities from the indemnified matters even if resulting from or caused by the sole, joint or concurrent negligence of an indemnified party however, any liabilities resulting solely from the gross negligence or willful misconduct of an indemnified party are specifically excluded from such indemnity

for purposes of these indemnities, the liabilities shall be deemed to include actual .and consequential damages, fines and penalties of any kind

The indemnified parties shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of their choice in case any action or proceeding be brought against an indemn1fied party, lessee, upon notice from the indemnified party, covenants to resist or defend such action or proceeding by counsel reasonably satisfactory to the indemnified party an indemnified party may employ its own counsel and lessee shall pay the indemnified party the cost thereof the. Covenants by lessee to indemnify the

indemnified parties provided in this contract shall survive the termination of this contract with respect to any liabilities, regardless of whether asserted prior to or following termination and based upon, arising from or traceable to (in whole or in part) any of the indemnified matters described above

The terms of this agreement shall not in anyway limit any rights the indemnified party may have against lessee under any law, whether in effect at the time of execution or created or recognized after such date

SECTION 9: GOVERNMENTAL AND OTHER REQUIREMENTS

9.01 Licenses: The LESSEE shall procure from all governmental authorities having jurisdiction of the operations of the LESSEE hereunder, all licenses, franchises, certificates, permits of other authorizations as may be necessary for the conduct of its operations. LESSOR will cooperate with LESSEE in this endeavor.

9.02 Lessor's Remainder Interest: The LESSEE agrees that it shall not enter into any contracts of a type which would permit a lien or liens to become attached to the remainder interest of Jefferson County, or suffer or permit a lien or liens to be imposed or attached to the leasehold interest, provided, LESSEE shall have the right, upon posting security satisfactory to the County, to contest the amount or legality of any lien attached to or levied against the leasehold interest.

9.03 Non-Discrimination: The LESSEE assures that it will undertake an affirmative action program as required by 14 Code of Federal Regulations (CFR) Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The LESSEE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The LESSEE assures that it will require that its covered sub organizations provide assurance to the LESSEE that they similarly will undertake affirmative action

programs and that they will require assurances from their sub organizations, as required by 14 CFR Part 152, Subpart E, to the same effect

SECTION 10: MAINTENANCE AND REPAIR

10.01 Lessee's Maintenance Obligations: LESSEE shall at all times keep in a clean orderly condition and appearance the premises and improvements thereon, equipment and personal property. LESSEE shall maintain, repair, replace and paint all or any part of the improvements on the premises including therein, without limitations thereto, walls, partitions, floors, ceilings, columns, windows, doors, glass of every land, fixtures, systems for the furnishing of a fire alarm, fire protection, sprinkler, sewage, drainage and telephone service, including lines, pipes, mams, wires, conduits, and other equipment connected with or appurtenant to all such systems at its own expense as necessary. LESSOR shall have the right to enter upon the premises at reasonable times, in a manner which does not materially interrupt LESSEE's business, for the purpose of inspection, to determine LESSEE's compliance with LESSEE's obligation under this Section 10.

10.02 Enforcement Rights: If LESSEE fails to perform its obligations under subsection 10.01, LESSOR shall have the right to give written notice to the LESSEE specifying the deficiencies in maintenance. If within 30 days after receipt of such notice, LESSEE does not make arrangements for the curing of such deficiencies in maintenance, LESSOR shall have the right to enter the premises and perform the necessary maintenance, the cost of which shall be borne by the LESSEE.

SECTION 11: UTILITIES

11.01 LESSEE shall pay all costs and charges for utility services requested by and furnished to the LESSEE during the term hereof. LESSEE shall, however, have the right to connect to any and all storm and sanitary sewers and water and utility outlets located on or adjoining property of the LESSOR. The LESSEE shall pay for all cost and expense attendant to

such connections, but no charge shall be assessed by the LESSOR for the right to make such connections.

SECTION 12: INGRESS AND EGRESS

12.01 LESSEE and approved sublessee, and their contractors, suppliers of materials and furnishers of services, and employees and invitees shall have the right of ingress and egress between the premises and the public rights-of-way outside the Complex by means of existing access roads, the same to be used in common with others having rights of passage within the Complex, provided that the Complex may from time to time substitute other means of ingress and egress which shall be reasonably equivalent to the means now provided. The use of such roadways shall be subject to reasonable rules and regulations established by the Complex.

SECTION 13: CANCELLATION BY LESSEE

13.01 Lessee's Right to Cancel: This Lease shall be subject to cancellation, at the option of LESSEE, upon default of LESSOR in the performance of any covenant or agreement herein required to be performed by LESSOR and the failure of LESSOR to remedy such default for a period of thirty (30) days after receipt from LESSEE of written notice to remedy the same. LESSEE may exercise its right of cancellation by written notice to LESSOR at any time after the lapse of the applicable periods of time. This Lease shall then terminate as of the termination date specified by LESSOR in such notice.

13.02 Amounts Payable Upon Cancellation by Lessee: In the event this Lease is canceled by LESSEE pursuant to LESSEE's rights under this Section 13, rental due shall be payable only to the date of termination, and the LESSOR shall pay to LESSEE liquidated damages computed as follows:

(a) The liquidated damages shall be the cost of the fixed improvements less 1% of the cost for each year or partial year elapsed since the substantial completion of the improvements.

(b) With respect to original improvements, depreciation shall commence on the date LESSEE certifies to LESSOR that such improvements have been completed in accordance with plans and specifications. As to improvements thereafter constructed by LESSEE, depreciation, for this purpose, shall commence on the date that LESSEE certifies to LESSOR that such subsequently constructed improvements have been completed.

(c) Actual construction cost shall be approved in writing by the LESSOR within 15 days after submission by the LESSEE.

Upon payment by LESSOR to LESSEE of liquidated damages; as computed above, LESSEE shall have no further estate in the improvements and LESSOR shall have the exclusive right thereto.

13.03 Lessee's Option to Remove: In lieu of liquidated damages provided in subsection 13.02 hereof, LESSEE may, at its option, remove the improvements.

SECTION 14: CANCELLATION BY LESSOR

14.01 Events of Cancellation: This Lease shall be subject to cancellation at the option of the LESSOR upon occurrence of any of the following events:

(a) Failure of LESSEE to pay rent as herein provided within thirty (30) days after LESSOR shall have given LESSEE written notice of such default

(b) The permanent abandonment of the premises by the LESSEE

(c) Default by LESSEE in the performance of any of the covenants and conditions required herein (except rental payments) to be kept and performed by the LESSEE, if such default continues, without a good faith attempt by LESSEE to remedy the default, for a period of thirty (30) days after receipt of written notice from LESSOR specifying the default

(d) Any other event specifically named in this Lease which affords LESSOR the right to cancel

14.02 Method of Cancellation: LESSOR may exercise such right to cancellation by written notice to LESSEE at any time after the lapse of the applicable periods of time and thus Lease shall terminate as of the termination date specified by LESSOR in such notice.

14.03 Lessor's Rights Upon Cancellation: In the event LESSOR cancels this Lease, all rental due hereunder to the date of termination shall be payable by the LESSEE to the LESSOR, and the LESSOR, at its option, may take possession of the premises, as well as all improvements, buildings and fixtures constructed or installed by LESSEE on the leased premises, subject to any Mortgagee's rights.

SECTION 15: ATTORNEY'S FEES

15.01 In any action brought by either party against the other for enforcement of the terms of this Lease, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to such other relief as may be awarded.

SECTION 16: COMPLEX EXPANSION AND RELOCATION

16.01 Complex Expansion: In the event LESSOR requires the premises for expansion or development of the Complex, LESSOR reserves the right, upon six (6) months' written notice to LESSEE, to relocate or replace LESSEE's improvements in substantially the same form acceptable to the LESSEE at another comparable location on the Complex acceptable to the LESSEE. The replacement facility shall be completed prior to relocation so that there is no interruption of LESSEE's business operation.

16.02 Option in Event of Relocation: In the event a relocation of improvements is required by the LESSEE under subsection 16.01 above, LESSEE shall have the option, in lieu of accepting such relocated premises, to cancel this Lease prior to the commencement of construction of relocation facilities, in which event LESSEE shall be entitled to the liquidated damages provided in subsection 13.02.

SECTION 17: ASSIGNEMENT OR SUBLEASE

17.01 LESSEE shall not assign this Lease or sublet all or any portion of the premises without the prior written consent of LESSOR, which consent shall not be unreasonably withheld. However, LESSOR's consent shall not be required for any (a) assignment of subletting to an affiliate or subsidiary of the LESSEE, or (b) the assignment or subletting to any mortgagee or to a purchaser from any mortgagee at foreclosure.

SECTION 18: MISCELLANEOUS

18.01 Other Instruments: Upon request of either party, the LESSOR and the LESSEE will execute a recordable short form lease evidencing that the premises have been demised to the LESSEE and a recordable instrument evidencing the term of this Lease and its commencement date shall have been determined.

18.02 Paragraph Headings: The paragraph headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Lease.

18.03 Notices: Notices to LESSOR, provided for herein shall be sufficient if sent by Registered or Certified Mail, postage prepaid, addressed to:

Jefferson County Judge
Jefferson County Courthouse, 4th Floor
1149 Pearl Street
Beaumont, Texas 77701

And notices to said LESSEE, if sent by Registered or Certified Mail, postage prepaid, addressed to:

Golden Triangle Sports Academy, LLC
4320 Christina Court
Beaumont, Texas 77706

And such to other addresses as the parties may designate to each other in writing from time to time.

18.04 Successors and Assigns: All of the terms, covenants and agreements herein contained shall be binding upon and shall insure to the benefit of successors and assigns of the respective parties hereto.

18.05 Termination of Lease: This Lease shall terminate at the end of the full term hereof. Upon such termination, LESSEE shall have no further right or interest in any of the land hereby demised or in any improvements thereon.

18.06 Available Tax Exemptions: LESSOR authorizes LESSEE to obtain all available tax credits and exemptions, including, but not limited to, sales tax exemption for purchase of materials. LESSOR agrees to cooperate and allow LESSEE to obtain sales and use tax exemption. LESSOR agrees that, prior to using LESSOR's name for sales and use tax exemption, it will obtain appropriate authorization from the Comptroller of the State of Texas.

EXECUTED in triplicate originals as of the date first above written.

LESSOR

JEFFERSON COUNTY, TEXAS

By: _____
Jeff R. Branick
COUNTY JUDGE

ATTEST_____
DATE_____

LESSEE

GOLDEN TRIANGLE SPORTS ACADEMY, LLC

By: Brian K. Tillery
BRIAN K. TILLERY
MEMBER

Exhibit - "A"

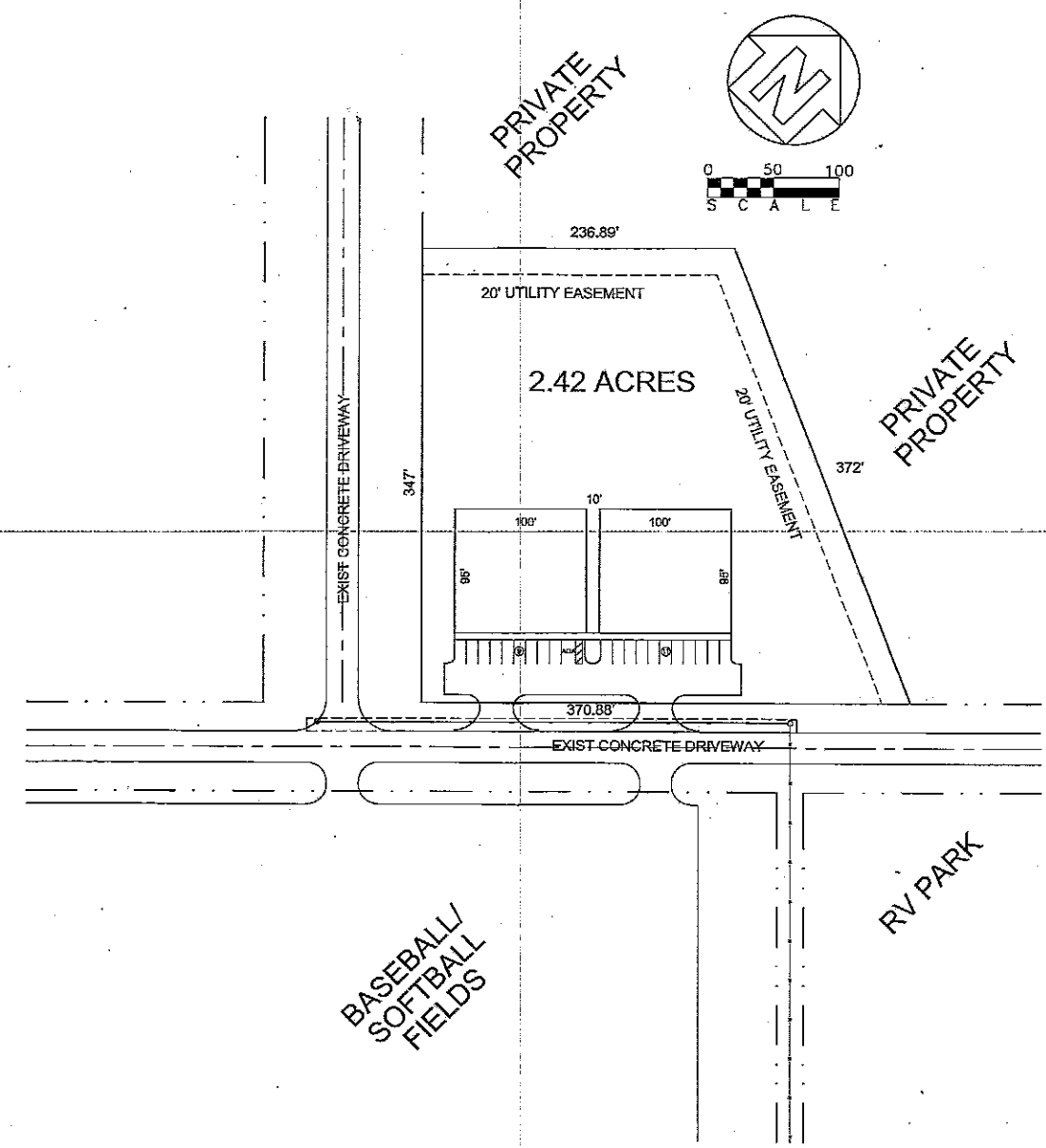
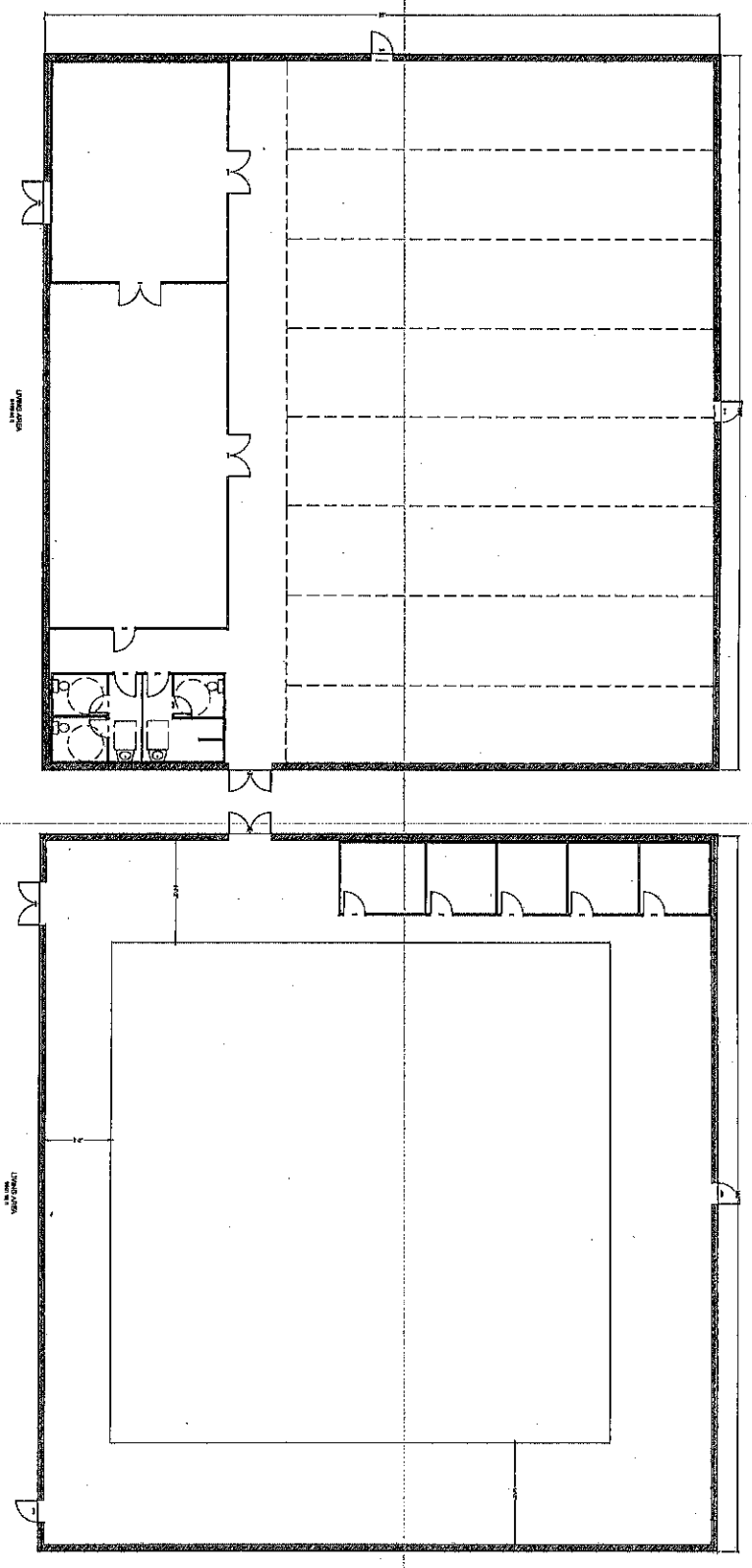

PRIVATE PROPERTY
N
0 50 100
S C A L E
236.89'
20' UTILITY EASEMENT
2.42 ACRES
20' UTILITY EASEMENT
PRIVATE PROPERTY
372'
347'
EXIST CONCRETE DRIVEWAY
10'
100'
100'
95'
95'
370.88'
EXIST CONCRETE DRIVEWAY
RV PARK
BASEBALL/ SOFTBALL FIELDS

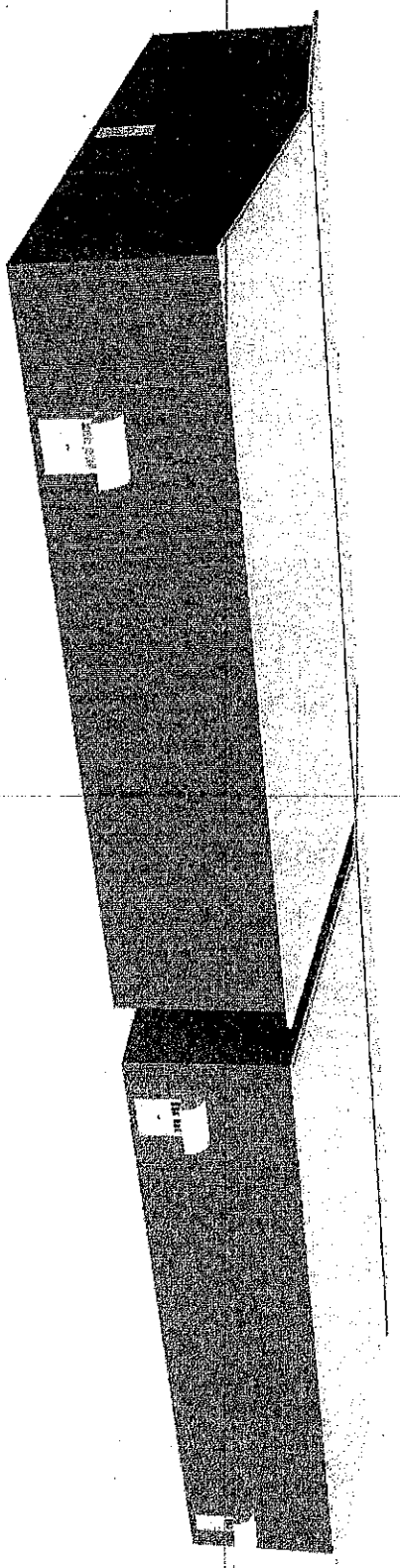
Exhibit - B



1st Floor

SHEET:		SCALE:NTS	DATE: 9/2/2014	DRAWINGS PROVIDED BY: American Builders Joey Arena	PROJECT DESCRIPTION: Baseball Academy	SHEET TITLE: Floor Plan	NO.	DESCRIPTION	BY / DATE

Exhibit "B"



SHEET:		SCALE:NTS	DATE: 9/2/2014	DRAWINGS PROVIDED BY: American Builders Joey Arena	PROJECT DESCRIPTION: Baseball Academy	SHEET TITLE: Elevations	NO.	DESCRIPTION	BY / DATE

ATTACHMENT B

IFB 14-044/JW
Term Contract for Gray Limestone (Commonly Referred to as 610 Base) for Jefferson County
Final Tabulation

		APAC-Texas PO Box 20779 Beaumont, TX 77720 Attention: Rebecca Rutledge 409-284-2600 phone 409-866-5541 fax rhrutledge@apac.com		**Martin Marietta** 505 Orleans, Suite 200 Beaumont, TX 77701 Attention: Bill Kelley 409-658-7791 phone 409-654-3312 fax william.kelley@martinmarietta.com	
A. Gray Limestone Base - delivered from vendor's hopper to job site		**Price per Ton, Tandem Dump**	**Price per Ton, Trailer**	**Price per Ton, Tandem Dump**	**Price per Ton, Trailer**
	1. 1-10 miles	$36.75	$36.05	$35.00	$34.00
	2. 11-20 miles	$39.45	$37.10	$35.50	$34.50
	3. 21-30 miles	$42.60	$38.35	$36.50	$35.50
	4. 31 + miles	$44.95	$40.55	$38.00	$37.00
B. Hopper Pick-up		**Address**	**Price per Ton**	**Address**	**Price per Ton**
	1. Beaumont	860 Pine Street, Beaumont, TX	$31.25	2525 Dollinger Road, Beaumont, TX	$31.00
	2. Port Neches				
	3. Port Arthur				
	4. Other				
	5. Other				
		Hours of Hopper Operation:		**Hours of Hopper Operation:**	6am - 6pm Monday- Friday
		Loose Weight in LBS/C.Y.:	2600 lbs/cy	**Loose Weight in LBS/C.Y.:**	2700 lbs/cy

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

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

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

MARTIN MARIETTA
Company Name

505 ORLEANS, SUITE 200
Address

BEAUMONT, TX 77701
City State Zip

Signature of Person Authorized to Sign

BILL KELLEY
Printed Name

SALES REPRESENTATIVE
Title

For clarification of this offer, contact:

BILL KELLEY
Name

409-658-7791 409-654-3312
Phone Fax

william.kelley@martinmarietta.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for Gray Limestone (Commonly Referred to as 610 Base). Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. 14-044/JW, Term Contract for Gray Limestone (Commonly Referred to as 610 Base). The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

JEFFERSON COUNTY
1149 PEARL STREET
BEAUMONT, TX 77701

Sirius Computer Solutions
10100 Reunion Place, Suite 500
San Antonio, TX 78216
www.siriuscom.com

Client Executive:
Beth Hein
Phone: 972-725-2053
Email:
beth.hein@siriuscom.com

Quote Date: 11/20/14
Expires: 12/06/2014
Infoprint Printer Maintenance Renewal
Proposal #: PR42888.1

Description	Machine	Model	Serial Num	Line Start	Line End	Service Level	Ext. Sale Price
INFOPRINT 4247 MODEL X03	4247	X03	71477	11/20/2014	11/19/2015	24X7	$667.80
IMPACT MATRIX PRINTER - 480 CPS	4230	102	AP093	11/20/2014	11/19/2015	24X7	$567.00
INFOPRINT1532 EXPRESS N (LV)	4536	XN1	792Y5BY	11/20/2014	11/19/2015	24X7	$217.35
IMPACT MATRIX PRINTER - 480 CPS	4230	102	AP098	11/20/2014	11/19/2015	24X7	$567.00
IMPACT MATRIX PRINTER - 480 CPS	4230	102	AP096	11/20/2014	11/19/2015	24X7	$567.00
INFOPRINT 4247 MODEL X03	4247	X03	70477	11/20/2014	11/19/2015	24X7	$667.80
IMPACT MATRIX PRINTER - 480 CPS	4230	102	BM298	11/20/2014	11/19/2015	24X7	$567.00
DOT BAND PRINTER - 410 LINES/MIN	4234	2	11776	11/20/2014	11/19/2015	24X7	$1,323.00
IMPACT MATRIX PRINTER	4230	101	AH933	11/20/2014	11/19/2015	24X7	$491.40
1400 LPM LINE PRINTER	6262	T14	12597	11/20/2014	11/19/2015	24X7	$4,082.40
IMPACT MATRIX PRINTER - 480 CPS	4230	102	AP094	11/20/2014	11/19/2015	24X7	$567.00
INFOPRINT 4247 MODEL X03	4247	X03	70501	11/20/2014	11/19/2015	24X7	$667.80
IMPACT MATRIX PRINTER	4230	101	BG915	11/20/2014	11/19/2015	24X7	$491.40
IMPACT MATRIX PRINTER - 480 CPS	4230	102	AP097	11/20/2014	11/19/2015	24X7	$567.00
INFOPRINT 4247 MODEL X03	4247	X03	70500	11/20/2014	11/19/2015	24X7	$667.80
INFOPRINT 4247 MODEL X03	4247	X03	70106	11/20/2014	11/19/2015	24X7	$667.80
2200 LPM LINE PRINTER	6262	T22	80972	11/20/2014	11/19/2015	24X7	$5,392.80
LINE MATRIX PRINTER	6400	I2S	PF171	11/20/2014	11/19/2015	24X7	$2,583.00
INFOPRINT 4247 MODEL X03	4247	X03	70506	11/20/2014	11/19/2015	24X7	$667.80
INFOPRINT 4552 MODEL 1852	4552	1852	704ZGBX	11/20/2014	11/19/2015	8X5	$182.71
INFOPRINT 1832	4551	N01	7933YZ8	11/20/2014	11/19/2015	8X5	$175.35

Description	Machine	Model	Serial Num	Line Start	Line End	Service Level	Ext. Sale Price
INFOPRINT 1832	4551	N01	7938X89	11/20/2014	11/19/2015	8X5	$175.35
INFOPRINT1532 EXPRESS N (LV)	4536	N01	792LL10	11/20/2014	11/19/2015	8X5	$217.35
INFOPRINT1532 EXPRESS N (LV)	4536	N01	7932VPC	11/20/2014	11/19/2015	8X5	$175.35
INFOPRINT1532 EXPRESS N (LV)	4536	N01	7930CPV	11/20/2014	11/19/2015	8X5	$175.35
INFOPRINT1532 EXPRESS N (LV)	4536	N01	792RGMZ	11/20/2014	11/19/2015	8X5	$217.35
INFOPRINT1532 EXPRESS N (LV)	4536	N01	792LL5B	11/20/2014	11/19/2015	8X5	$217.35
INFOPRINT1532 EXPRESS N (LV)	4536	N01	791PYN6	11/20/2014	11/19/2015	8X5	$217.35
INFOPRINT1532 EXPRESS N (LV)	4536	N01	791R344	11/20/2014	11/19/2015	8X5	$217.35
Total							**$23,961.01**

1 YR PREPAID INFOPRINT MAINT RENEWAL
Contract Term: 11/20/2014 - 11/19/2015
SD: 459846
Prepared By: Bryanna Perez

Unless otherwise noted, price does not include shipping, handling, or applicable tax which may be added at the time of invoice.

Purchase Authorization

This proposal is valid if ordered on or before 12/06/2014.

Until Sirius receives and accepts a Purchase Order or this Purchase Authorization for the solution proposed, pricing provided in this Proposal is subject to change based on manufacturer's pricing schedule.

All of the information provided in this Proposal is considered confidential and proprietary between Sirius and JEFFERSON COUNTY. Information enclosed in this Proposal may not be disclosed, disseminated, or otherwise revealed to any party outside of JEFFERSON COUNTY or any party within JEFFERSON COUNTY who is not privileged to receive such information.

PURCHASE TERMS AND CONDITIONS

1. Purchase Price; Payment; Taxes. Customer agrees to pay the total purchase price as shown on the attached Sirius proposal (the 'Order'), plus any applicable sales/use tax. These Purchase Terms and Conditions (the 'Terms') are explicitly made a part of the Order and are hereby incorporated therein by reference. Payment is due within thirty (30) days from the date of the invoice, unless alternative terms have been agreed upon between Sirius and the client prior to the date of this proposal. Customer agrees that any payment not received by Sirius within thirty (30) days of the invoice date shall be subject to an annual interest charge of 12%, or the maximum allowed by law, whichever is less.

2. Payment by Third Party Leasing Company. If Customer enters into a lease agreement with a third party leasing company to finance the Order, Customer shall remain bound by these terms and conditions, except to the extent that the third party leasing company shall be obligated to pay the total purchase price of the Order. In the event the third party leasing company fails to make such payment, Customer shall make such payment, and Sirius shall convey title (where applicable) to Customer upon payment of the total purchase price of the Order.

3. Freight Costs; Delivery. Sirius will arrange for delivery of the products listed in the Order to the installation site. Unless otherwise indicated on the Order, Customer shall be responsible for all costs associated with delivery, including securing proper packaging and insurance.

4. Title; Security Interest. Title to each product (other than software) to be sold by Sirius hereunder shall pass to Customer upon payment of the total purchase price therefore, as set forth on the Order. Sirius reserves title to the products sold hereunder as security for the performance of Customer's obligations, until Sirius receives payment in full. Title to software is not being transferred and the right to use software included in the Order shall be governed by a separate license agreement between Customer and the software vendor.

5. Returns. No products (including Software) shall be returned to Sirius or software subscriptions cancelled by Customer without prior written approval from Sirius.

6. Limited Warranties. Sirius represents and warrants that, at the time each product is delivered, Sirius will be the lawful owner of such product (other than software products), free and clear from any liens and encumbrances, and will have full right, power and authority to transfer good and valid title to the same to Customer. Sirius, as the lawful/authorized reseller of the products being delivered to Customer, represents and warrants that such products will be accompanied by the applicable manufacturer's or software licensor's representations and warranties (either directly through the manufacturer/software licensor or as transferred by Sirius) in accordance with the manufacturer's/software licensor's policies. Customer agrees it is relying solely on the manufacturer's representations and warranties (except as expressly set forth above) and Sirius shall have no liability or obligations with respect to any manufacturers' representations and warranties, and any claims by Customer shall be made solely against the manufacturer.

Notwithstanding the foregoing, with respect to products that have been used and/or refurbished and therefore do not have any manufacturer's warranty, Sirius warrants that for a period of thirty (30) days immediately following the delivery of the products, such products will qualify for the manufacturer's maintenance agreement, if the products are both installed by the manufacturer and placed under the manufacturer's maintenance agreement prior to such installation within such thirty (30) day period; provided, that Customer's exclusive recourse for a breach of this warranty shall be either the repair or replacement of such refurbished equipment or a refund of the purchase price. After such thirty (30) day period, Customer assumes all liability for such products which are either defective or may be incomplete and Sirius will have no further liability or obligation with respect thereto

As Sirius is not the manufacturer of the products listed on the Order, Customer waives any claim against Sirius based upon (i) any infringement or alleged infringement of any patent or other intellectual property rights with respect to any products sold hereunder or any software licensed by any third party or (ii) any indemnity claim or obligation made by another against Customer arising out of any such infringement or alleged infringement.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, SIRIUS MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY REGARDING PRODUCTS, SOFTWARE AND/OR SERVICES OR OTHER ITEMS PROVIDED BY SIRIUS UNDER THE ORDER OR THE RESULTS TO BE DERIVED FROM THE USE THEREOF, AND SIRIUS EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE OR COURSE OF PERFORMANCE, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Limitation of Liability. IN NO EVENT WILL SIRIUS BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR ANY OTHER NON-DIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF OR DAMAGE TO DATA, LOST PROFITS OR FUTURE REVENUES, COST OF CAPITAL, LOSS OF BUSINESS REPUTATION OR OPPORTUNITY OR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY THIRD PARTY, HOWEVER CAUSED, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SIRIUS' LIABILITY ARISING FROM OR RELATED TO THE ORDER SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID OR PAYABLE TO SIRIUS HEREUNDER. THIS LIMITATION SHALL APPLY TO THE FULLEST EXTENT PROVIDED BY LAW, AND CUSTOMER AGREES TO RELEASE SIRIUS, ITS EMPLOYEES, AFFILIATES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY EXCEEDING THE LIMITS STATED IN THIS PROVISION, REGARDLESS OF THE REMEDY UNDER WHICH DAMAGES ARE SOUGHT AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

8. Applicable Law. The Order (including these Terms) and the rights and obligations of the parties hereto shall be construed under and governed by the laws of the State of Texas, without giving effect to principles of conflict of laws.

9. Arbitration. Subject to the right of either party to seek emergency injunctive relief from a court of competent jurisdiction in order to protect its rights under this Section 9 or the Order, any and every dispute arising out of or relating to the Order and any claim affecting its validity, construction, effect, performance or termination shall be determined by binding arbitration conducted in Bexar County, Texas, and shall be administered by the American Arbitration Association ("AAA") under its then effective commercial arbitration rules to the extent such rules do not conflict with these Terms. The arbitrators shall have no authority to award consequential, punitive or exemplary damages or any statutory multiple damages, and shall only have the authority to award compensatory damages, arbitration costs, attorney?s fees, declaratory relief, and permanent injunctive relief, if applicable, consistent with the terms of this Agreement. All costs of arbitration and the arbitrators (including the legal fees and expenses of the prevailing party) shall be borne by the non-prevailing party. In the event a party seeks emergency injunctive relief in a court of competent jurisdiction pursuant to the Order, such action shall not constitute a waiver of the provisions of this Section 9 including, without limitation, any right to damages, permanent injunctive relief and any other remedy, at law or in equity.

10. General. The Order (including these Terms) represents the entire and integrated agreement and understanding between the parties with respect to the attached Sirius proposal and supersedes all prior or contemporaneous understandings and agreements, whether written or oral. Neither party will be liable or deemed to be in default for any delay or failure to perform its obligations hereunder if such failure results directly or indirectly from any cause beyond its reasonable control. The Order may be executed in any number of counterparts, each of which when executed and delivered (which deliveries may be made by email or facsimile) shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same instrument. No modification of these Terms, nor waiver of any rights hereunder, shall be valid unless in writing and signed by the party against whom the modification or waiver is sought to be enforced. The waiver of any term hereof shall in no way be construed as a waiver of any other term or breach hereof. Neither the Order nor any of its rights or duties hereunder may be assigned or transferred by Customer, unless Sirius has consented to such assignment or transfer in writing. The Order does not and is not intended to confer any rights or remedies upon any person or entity other than the parties hereto. If any provision of these Terms are held by a court of competent jurisdiction to be contrary to law or otherwise invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect.

The provision of the maintenance services contained on this proposal will be controlled by the terms and conditions of the applicable manufacturer and/or maintenance provider (hereinafter the "Provider"), and may be subject to auto-renewal if so provided in the applicable terms and conditions. Sirius does not guarantee any rights of termination during the term of the maintenance services contained on this proposal or any renewal term, and all refund calculations are determined solely by the applicable Provider. In the event any or all of these maintenance services are terminated in accordance with the terms and conditions of the applicable Provider, Sirius will (1) pass through to Customer all applicable credits paid to Sirius by the applicable Provider, net any related costs, or (2) hold such applicable credits on account for future purchases by Customer. If the maintenance services contained on this proposal cover multiple hardware or software components, any discounts provided in this proposal may vary between such components, and all pricing information is confidential and proprietary information of the applicable Provider.

This Proposal is subject to the terms and conditions of the above referenced Agreement(s). Acceptance of this Proposal by an authorized representative of JEFFERSON COUNTY will be deemed the equivalent of a Client Purchase Order, which will authorize Sirius to order the Products and Services listed in this Proposal.

Accepted by: JEFFERSON COUNTY	Approved by: Sirius Computer Solutions, Inc.
_____ Signature of Authorized Representative	_____ Signature of Authorized Representative
_____ Printed Name	_____ Printed Name
_____ Title of Authorized Representative	_____ Title of Authorized Representative
_____ Date Signed	_____ Date Signed
Ship to Address:	Bill to Address:
_____	_____
_____	_____
_____	_____
_____	_____

Jefferson County Surplus
to be
Donated to Goodwill

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
MIS	GATEWAY E4600	0025238184	97HC-26901
MIS	GATEWAY E-4000	0029345409	59BT-34010
MIS	GATEWAY E-4000 DELUX	0031535460	59PA-30018
MIS	GATEWAY E-4000 DELUX	0031535454	16BT-29776
MIS	GATEWAY E4100C	0033189311	59BT-34010
MIS	GATEWAY E4100C	0034061381	NRSO-28613
MIS	DELL DIMENSION	GN25F41	GN25F41
MIS	GATEWAY E-6300	0034987762	59MC-28957
MIS	GATEWAY E4300	0035481502	59BT-34010
MIS	E4300	0035481508	11BT-29151
MIS	GATEWAY E-4300	0035481510	11BT-29395
MIS	GATEWAY E4300	0035481512	30BT-29171
MIS	GATEWAY E-4300	0035481513	11BT-29396
MIS	GATEWAY-E4300	0035481517	11BT-29378
MIS	GATEWAY 4300	0035481518	11BT-29410
MIS	GATEWAY E-4300	0035481519	59BT-34010
MIS	GATEWAY E4300	0035481520	59BT-34010
MIS	GATEWAY 4300	0035481524	11BT-29411
MIS	GATEWAY E4300	0035481527	59BT-34010
MIS	GATEWAY E4300	0035481530	11BT-29377
MIS	GATEWAY E4300	0035481537	59BT-34010
MIS	GATEWAY E6300	0035894644	46HS-29189
MIS	GATEWAY E-4300	0036034843	46HS-29734
MIS	GATEWAY E-4300	0036034851	46HS-29735
MIS	GATEWAY E-4300	0036034861	46HS-29736
MIS	GATEWAY E-4300	0036034863	46HS-29737
MIS	GATEWAY E-6500D SB	0036578630	59BT-34010
MIS	GATEWAY M255-G	0037247454	30BT-30486
MIS	GATEWAY M255-G	0037247455	30BT-30487
contact person: Andrae Thierry			

Approved by Commissioners' Court _____

Jefferson County Surplus
to be
Donated to Goodwill

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
MIS	GATEWAY E-6610D SB	0037234465	75PA-30533
MIS	GATEWAY E-6610D SB	0037234477	75PA-30535
MIS	GATEWAY	0039226389	25BT-33258
MIS	GATEWAY E-6610D	0039440024	25BT-32290
MIS	GATEWAY E-6610D	0040454241	74BT-32344
MIS	GATEWAY E-6610D	0040454248	74BT-32354
MIS	GATEWAY E-6610D	0040454212	74BT-32355
MIS	GATEWAY E-6610D	0040454218	74BT-32356
MIS	GATEWAY E-6610D	0040454223	13BT-32368
MIS	GATEWAY E-6610D	0040454224	FORDPK-34297
MIS	GATEWAY E-6610D	0040544027	39BT-32501
MIS	GATEWAY E-6610D	0040539126	58BT-32499
MIS	GATEWAY E-6610D	0040525127	74BT-32531
MIS	GATEWAY E-6610D	0040525124	FORDPK-34297
MIS	GATEWAY E-6610D	0040525131	79PA-32700
MIS	GATEWAY E-6610D	0004500432	FORDPK-34297
MIS	***Printers***	MX98L1S0HD	30BT-24594
MIS	HP 895	MX98L1SOHH	30BT-24674
MIS	HP 895	MY894517Q	30BT-23494
MIS	HP 722	MX98L1SOHV	30BT-24687
MIS	HP 895	MY03M19115	30BT-25411
MIS	HP 950	MY97D1925S	30BT-23922
MIS	HP 895	MY02N11143	30BT-25404
MIS	HP 950	MX98L1SOHP	30BT-24563
MIS	HP 895		69CH-16967
MIS	IBM 2390		12BT-10634
MIS	IBM 2390		48MC-27998
MIS	IBM 2390		11PA-2322
MIS	IBM 2390		11BT-9329
contact person: Andrae Thierry			

Approved by Commissioners' Court _____

Jefferson County Surplus
to be
Donated to Goodwill

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
MIS	***Printers***		
MIS	IBM 2390		
MIS	HP CB022 OJ		
MIS	HP 940	26992	
MIS	hp DJ	23921	
MIS	***MONITORS***		
MIS	26 FLAT PANEL MONITORS		
MIS			
MIS	***IBM AS/400 MONITORS***		
MIS	31BT-12683		31BT-12683
MIS	31CS-12809		31CS-12809
MIS	11BT-9375		11BT-9375
MIS	59MC-4136		59MC-4136
MIS	31BT-1431		31BT-1431
MIS	31CS-12794		31CS-12794
MIS	43PA-6747		43PA-6747
MIS	43PA-6748		43PA-6748
MIS	30BT-23030		30BT-23030
MIS	58BT-6266		58BT-6266
MIS	28BT-11838		28BT-11838
MIS	47MC-6749		47MC-6749
MIS	58BT-14428		58BT-14428
MIS	58BT-14421		58BT-14421
MIS	25BT-24582		25BT-24582
MIS	11MC-3076		11MC-3076
MIS	50PA-685		50PA-685
MIS	11BT-4992		11BT-4992
MIS	50PA-6744		50PA-6744
MIS	fijitsu 5530C2 Scanner	33777	
contact person: Andrae Thierry			

Approved by Commissioners' Court _____

AGENDA ITEM **November 24, 2014**

Airport:

Consider, possibly approve, and authorize the County Judge to execute a Hangar and Office Lease between Jefferson County and Stone Oak Management, LLC for hangar and office space in Hangar 7."

THE STATE OF TEXAS }

COUNTY OF JEFFERSON }

HANGAR #7 / OFFICE SPACE

LEASE AGREEMENT

THIS AGREEMENT entered into by and between Jefferson County, Texas, a subdivision of the State of Texas and **Stone Oak Management, LLC**, doing business in the State of Texas, made and entered into this **24th** day of **November, 2014**.

WHEREAS, Jefferson County, hereinafter called "Lessor", owns and operates the Jack Brooks Regional Airport located in Jefferson County, Texas and

WHEREAS, **Stone Oak Management**, hereinafter called "Lessee", is qualified to do business in the State of Texas and desires to enter a Hangar/Office Rental Agreement with the Lessor for the purpose of leasing a hangar and office space with the understanding that the scope of business operations permitted by this agreement is limited to aircraft services including aircraft storage, light aircraft maintenance, and an office. Nothing in this agreement may be construed as conferring any rights to the exclusion of any other tenant of the Airport.

WHEREAS, Jefferson County represents that it has the right to grant the lease, together with all the facilities, rights, licenses, services, and privileges in the manner and to the extent hereinafter set forth:

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter contained, the parties agree for themselves, their successors, legal representatives and assignees, as follows:

1. **Premises**. Lessor hereby leases to the Lessee exclusive space as depicted on the attached Exhibit "A" for aircraft services including aircraft storage, light aircraft maintenance, hangar space and an office. The space is more fully described as follows:

2. **Rate**. For and in consideration of the rent and covenants herein contained, Lessor agrees to lease space as follows: **"Hangar 7 – Unit 1"** containing **6,750** square feet, more or less, of hangar space at a rate of **$2.52 annually per sqft ($1,417.50/month)**, and "**Hangar 7 – Office A**" containing 240 square feet, more or less, of office space at a rate of **$11.40 annually per sqft ($228.00/month)**, for a total rental rate of **$1,645.50** per month.

3. **Terms**. This agreement shall become effective **January 1st, 2015**, and shall be for a one (1) year period expiring on **December 31, 2015**, with the option of extending for two (2) additional one (1) year periods; however, at the end of any lease period, Jefferson County reserves the right to reject the exercise of any option if necessary to take back any or all of the property for the County's use.

4. **Rentals**. Lessee covenants and agrees to pay to Lessor rental, when due, as described in section 2

above. Lessee agrees to abide by all rules and regulations of the Federal Aviation Administration, the State of Texas, the Jack Brooks Regional Airport, Jefferson County Commissioner's Court, and any other duly constituted public authority having jurisdiction over the airfield, hangar and office space, its use or occupancy.

5. **Due Date.** All rent shall be payable monthly, in advance, and shall be due on the first day of the month and shall be considered past due on the tenth day of each month. Rental installments not paid before the tenth of the month following its due date shall be assessed a **$50.00** late fee. In consideration for paying the annual rent in advance prior to taking possession of lease space, the Lessor agrees to discount the annual rate by two (2) months of monthly rent, for a total annual rental rate of **$16,455.00.** The discount is available only for the first year of the lease.

6. **Taxes**. Lessee agrees to pay any taxes or special assessments that may be levied against the leased premises, or against the leasehold interest, or against the Airport because of this lease, by any taxing unit or entity, whether levied against Lessor or Lessee, and Lessee further agrees to hold Lessor harmless from any claims or liens in connection with any such tax or special assessment.

7. **Prohibited Uses**. Without first obtaining Lessor's written consent, Lessee shall not use the demised premises for any other activity except as expressly provided in this agreement. Lessee shall not install and operate its own fueling facility for any purpose, sell fuel to the public, or operate a fueling operation as a fixed base operator in competition with the Lessor or any other fixed base operator approved by the Lessor. Lessor shall not allow its employees or any other person to use the demises premises as a residence. Lessor shall not allow its employees or any other person to use the demised premises for the storage of vehicles or personal property not associated with its business activities.

8. **Utilities**. Lessee shall be responsible for any and all deposits, fees, and monthly charges from the utility providers, including but not limited to electricity, water, sewer, and telephone, for the use of all utilities associated with the use of the leased space.

9. **Lessor's Responsibilities**. Lessor shall, at its expense and risk, perform corrective-maintenance on the HVAC system; maintain the roof, foundation, exterior walls and weight-bearing interior walls, (excluding windows, window glass, and plate glass.) Lessor shall further maintain, paint, and keep in reasonable repair the exterior area.

10. **Lessee's Responsibilities**. By execution of this lease agreement, Lessee acknowledges that it has inspected the leased premises, including the hangar, office, and common area, and accepts the same in an "as is" condition. Lessee shall, at its own expense and risk, maintain the exclusive space, including interior walls, floors, ceiling, doors, light fixtures and shall be responsible for painting and repairing the exclusive space, including preventative-maintenance and minor repairs to the HVAC system. Lessee shall further furnish, at its own expense and risk, any heat and air conditioning units, electrical wiring, and

electrical fixtures necessitated by alterations to the exclusive space made by Lessee. Lessee shall be solely responsible for the risk of loss of all contents owned by Lessee or Lessee's Tenants.

11. **Janitorial Service**. Lessee shall provide its own janitorial service as needed.

12. **Alterations**. Lessee shall make no additions or alterations to the buildings and improvements of the leased premises without the written permission of the Airport Director of Lessor.

13. **Condition and Surrender**. Lessee shall, throughout the lease term, maintain the exclusive space as stated in Section 2 and keep it free from waste and nuisance, and shall deliver up the premises in a clean and sanitary condition at the termination of this lease in good repair and condition; reasonable wear and tear and damage by fire, tornado or other casualty excepted. In the event Lessee should neglect to reasonably maintain the exclusive space, Lessor shall have the right, but not the obligation, to cause repairs or corrections to be made, and any reasonable costs therefore shall be payable by Lessee to Lessor as additional rental on the next rental installment date.

14. **Hold Harmless.** Lessee shall indemnify and hold harmless Lessor of and from any and all claims, whether in contract or in tort, statutory or at common law, and from each and every claim, loss or demand of whatever nature, made by or on behalf of any third person or persons arising out of Lessee's use and occupation of the premises or operations on airport property, whether due to sole negligence of Lessee or whether due to the joint or concurrent negligence of Lessor and Lessee.

15. **Relationship of Parties.** It is expressly understood and agreed that Lessor shall, under no circumstances, be considered a bailee of Lessee's property, real or personal, during the term of this agreement or upon expiration or cancellation hereof. Further, Lessor shall not be liable for any loss of or damage to any personal property, fixtures, or equipment of Lessee installed or stored on the airport premises except to the extent liability therefore can be proven pursuant to an exception to sovereign immunity under the Texas Tort Claims Act. Any item(s) of personal property annexed to the realty to the extent that such property becomes "fixture(s)" shall, at the expiration or cancellation of this lease, become the property of Lessor.

16. **Events of Default.** If Lessee shall allow the rent to be in arrears more than three (3) days after written notice of such delinquency, or shall remain in default under any other condition of this lease for a period of three (3) days after written notice from Lessor, or should any other person than Lessee secure possession of the premises or any part thereof, by reason of any receivership, bankruptcy proceedings, or by operation of law in any manner whatsoever, then any of such events shall be deemed to be an event of default by Lessee under this lease. Upon the breach of any term or condition of this Agreement by Lessee, Jack Brooks Regional Airport shall have all rights and remedies available at law and equity, up to and including immediate termination of this Agreement. In the event this Agreement is terminated for any reason including Lessee's default, failure to comply with applicable statues, ordinances and

regulations; or expulsion from Airport, there will not be any refund of any fees paid to Jack Brooks Regional Airport by Lessee. Further, any obligation of Lessee to pay under this Agreement shall survive termination.

17. **Remedies.** Upon the occurrence of any event of default specified in section 16 hereof, Lessor shall have the option to pursue any remedy allowed by law and may, without further notice or demand terminate this lease in which event Lessee shall immediately surrender the premises to Lessor.

    a. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Lessor hereunder or of damages occurring to Lessor by reason of the violation of any of the terms, provisions, and covenants herein contained. Lessor's acceptance of rent following an event of default hereunder shall not be construed as Lessor's waiver of such event of default. No waiver by Lessor of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of any violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. The loss or damage that Lessor may suffer by reason of termination of this lease as provided for above shall include the expense of repossession and any repairs or remodeling undertaken by Lessor following possession.

18. **Cancellation.** Lessor shall have the right, for airport purposes, to cancel this lease in its entirety, to be effective at the end of any specified month, provided it gives not less than sixty (60) days written notice to Lessee of its intent to cancel this lease. Upon the effective date of such cancellation this lease shall be considered null and void as to any subsequent obligations by and between the parties. Lessee shall vacate the premises on or before the effective date of such cancellation. After the effective date of cancellation, if Lessee has not vacated the premises, he shall be construed to be a tenant at will of Lessor.

    a. Lessee shall have the right to cancel this lease in its entirety, to be effective at the end of any specified month, provided it gives not less than sixty (60) days written notice to Lessor of its intent to cancel this lease. Upon the effective date of such cancellation this lease shall be considered null and void as to any subsequent obligations by and between the parties. Lessee shall vacate the premises on or before the effective date of such cancellation. After the effective date of cancellation, if Lessee has not vacated the premises, he shall be construed to be a tenant at will of Lessor.

    b. In the event Lessee obtains a ground lease from Lessor and substantially completes office

and hangar improvements as specified in such ground lease, then in such event, Lessee shall have the right to cancel this lease in its entirety, to be effective at the end of any specified month during the term of this agreement, provided however that Lessee shall give not less than sixty (60) days written notice to Lessor of its intent to cancel in accordance with the above. Upon the effective date of such cancellation, and after the giving of appropriate notice by lessee, the lease shall be considered null and void as to any subsequent obligations by Lessee to pay rental amounts otherwise due. Further, Lessee shall vacate the premises on or before the effective date of cancellation. Holdover by lessee after the effective date of cancellation shall render Lessee a tenant at will of Lessor.

19. **Assignment.** Lessee agrees not to assign or sublease the premises leased, or any part thereof, or any right or privilege connected therewith, or to allow any other person, except Lessee's agents and employees, to occupy the premises or any part thereof, without first obtaining the Lessor's written consent, which will not be unreasonably withheld. Lessee's interest in this lease is not assignable by operation of law, nor is any assignment of his interest herein permitted. Lessor acknowledges renting hangar space may be part of Lessee's business operation, and storage of aircraft within leased premises is not considered as assignment or sublease.

20. **Right of Entry**. Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement. Lessor shall attempt to provide Lessee reasonable advanced notice except in the case of an emergency.

21. **Assurances**. Lessee covenants and agrees to comply with all rules and regulations of the Federal Aviation Administration, and all Federal, State and Local laws and ordinances now in effect or hereafter promulgated, and the same are made a part of this agreement by reference as though they were set forth herein.

22. **Airport Regulations**. The Lessee covenants and agrees to observe and obey the rules and regulations of the Airport, as promulgated by governmental authority, in the conduct of its operations at the demised premises.

23. **Air Operations Area Security**. Lessee shall provide for the security of the Air Operations Area (AOA) to prevent ground entry or movement of unauthorized persons from or through the leased premises in accordance with any regulations imposed upon Lessor by the Transportation Security Administration. Lessee will indemnify and hold harmless Lessor, its officers and employees, from any charges, fines, or penalties that may be levied by any agency of the United States or the State of Texas by reason of Lessee's failure to comply with this requirement.

24. **Airport Hazard**. The Lessee and its successors and assigns, will not make or permit any use of the

property which would interfere with landing or taking-off of aircraft at the Airport, or otherwise constitute an airport hazard, including such items as electrical and electronic interference with communications, electrical or electronic equipment, creation of dust or glaring or misleading lights.

25. **Insurance**. The Lessee shall, at all times during the term of this lease, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Lessee. These requirements do not establish limits of the Lessee's liability. All policies of insurance shall waive all rights of subrogation against the Airport and Jefferson County, its officers, employees and agents and the Airport and Jefferson County shall be named "additional insured" on workers' compensation policy and liability coverage.

    a. Prior to execution of this agreement, certified copies of original insurance policies shall be furnished to the Airport. The Airport reserves the right to require additional insurance should it deem necessary.

    b. Lessee shall have and maintain complete and adequate Worker's Compensation Insurance (with waiver of subrogation to the Airport and Jefferson County), as required.

    c. Lessee shall have and maintain complete and adequate Commercial General Liability insurance of One Million Dollars ($1,000,000.00) each occurrence; and in addition shall provide property damage liability insurance in a minimum sum of Five Hundred Thousand Dollars ($500,000.00) for property damage growing out of any accident or other cause.

    d. Lessee shall have and maintain complete and adequate Automobile Liability Insurance, with Combined Single Limit of Five Hundred Thousand Dollars ($500,000.00), for any vehicles operated by Lessee on the airfield.

    e. The amounts of minimum coverage herein specified may be modified from time to time in compliance with Jefferson County standard requirements and Lessee shall maintain the insurance with insurance underwriters authorized to do business in the State of Texas. Each policy or certificate shall contain a provision that written notice of cancellation or any material change in the policy by the insurer shall be delivered to Lessor, thirty (30) days in advance of the effective date thereof.

26. **Affirmative Action.** The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered sub-organizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances

from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

27. **Notices.** Notices to Lessor provided for herein shall be sufficient if sent by certified mail, return receipt requested addressed to:

AIRPORT DIRECTOR
Jack Brooks Regional Airport
4875 Parker Drive
Beaumont, Texas 77705

and notices to said Lessee, if sent by certified mail, return receipt requested, addressed to:

Stone Oak Management, LLC
2704 Helena Ave
Nederland, TX, 77627
1 Tel. 409.722.4219
Email: JKerr5245@AOL.com

or to such other addresses as the parties may designate to each other in writing from time to time.

LESSOR: Jack Brooks Regional Airport

BY:_____

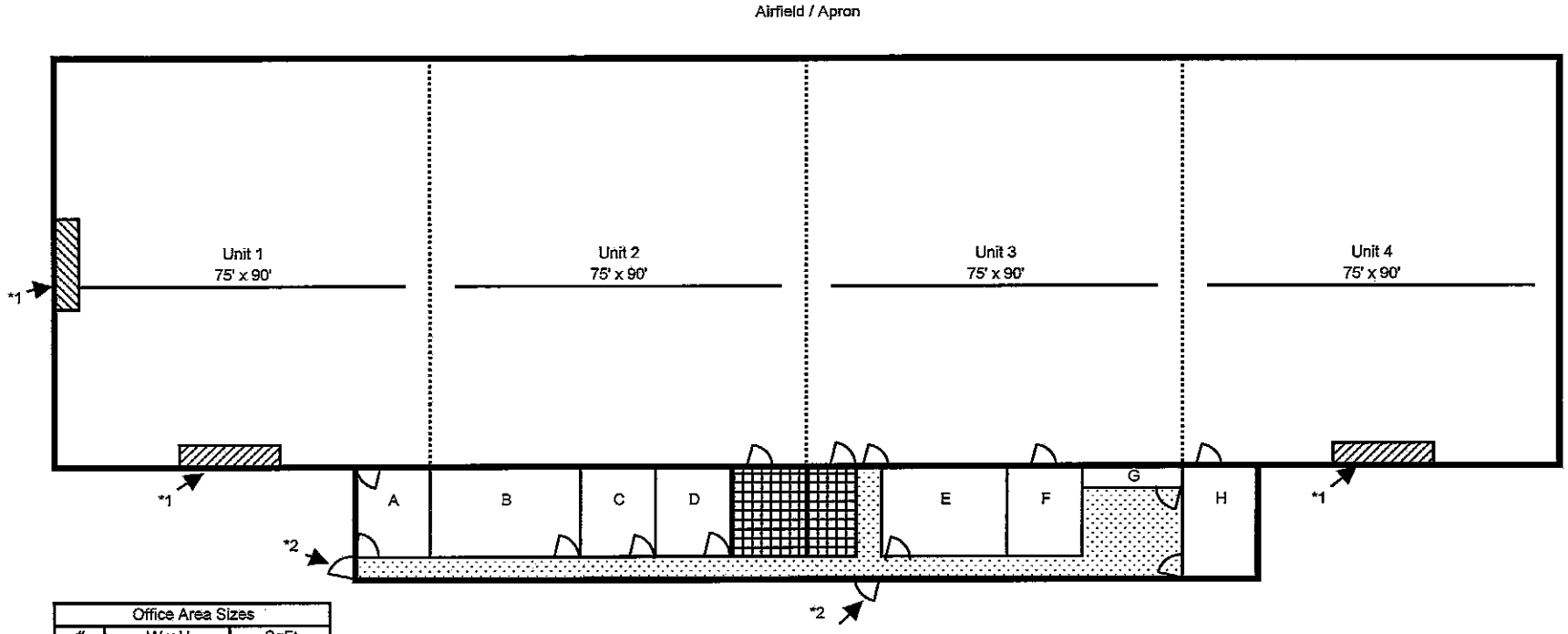
Jeff Branick
Jefferson County Judge

LESSEE

BY:_____

James Kerr – Authorized Representative
Stone Oak Management, LLC

Exhibit "A"
Hangar 7 Layout



Office Area Sizes		
#	W x H	SqFt
A	13' x 18' 9"	243.8
B	31' 8" x 18' 9"	595.3
C	15' x 18' 9"	281.3
D	13' 2" x 18' 9"	246.8
E	22' 8" x 18' 9"	423.8
F	14' 8" x 18' 9"	276.6
G	14' 10" x 5'	74.0
H	14' 6" x 25'	362.5
		2,504.1

*1 - 20' Wide by 16' High Overhead Door

*2 - Office Area Entrance Doors

- Common Area Hallway

- Bathrooms - Accessible from Hangar Area

**NOT TO SCALE - LOCATIONS ARE APPROXIMATE

JEFFERSON COUNTY CONSTABLE

PRECINCT-1

COLEY "NICK" SALEME

Memo

Date: November 19, 2014

To: Fran Lee, Financial Manager

From: Constable's Office Precinct 1 **Fax #:** (409) 839-2369

RE: Transfer Line Item

Priority: [Urgent]

Line-item Transfer Amendment

DATE: November 19, 2014

Honorable Commissioners Court of Jefferson County:

I submit to you for your consideration the following line-item transfers:

	FUND	DEPT.	FROM	TO
From:	Over Time Allowance	120 3065 425.10-98	~~300.00~~ $3,~~572.25~~	
To:	Minor Equipment	120 3065 425.30-84		~~300.00~~ $3,~~572.25~~
Reason:	Amount to Cover Markings of Remaining Vehicles			

Department Head /Chief Clerk-Administrative Assistant

Approved: County Judge for Commissioners Court

Attest: County Clerk

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Page 1 of 1

INVOICE: **50 - 135027**
Invoice Date: **11/13/2014 12:09:04PM**

Date Ordered: 11/10/2014 4:44:24PM
Due Date: 11/11/2014 Time: 8:02:00PM
Salesperson: CHRISTINA HARRISON
Entered By: CHRISTINA HARRISON
Date Printed: 11/13/2014

FASTSIGNS
4108 N. DOWLEN RD
Beaumont, TX 77706

Phone 409-892-2300
Fax. 409-892-9325
Email: 50@fastsigns.com

Project Description: VEHICLE GRAPHICS

Customer: **JEFFERSON COUNTY PCT 1**
Ordered by: JOE STEVENS
Phone: (409) 111-1111

BMT
Beaumont, TX 77713

Email: JSTEVENSON@CO.JEFFERSON.TX

PRODUCT	DESCRIPTION	QTY	SIDES	SIZE	UNIT COST	TOTALS
Vinyl HxW **Color:** White **Text:**	***REFLECTIVE GRAPHICS FOR TAHOE (INSTALLED)**	1	1	**1 x 1**	$1,100.00	$1,100.00
Vinyl HxW **Color:** White **Text:**	***REFLECTIVE GRAPHICS FOR CROWN VIC. (INSTALLED)**	1	1	**1 x 1**	$1,100.00	$1,100.00
Vinyl HxW **Color:** White **Text:**	***REFLECTIVE GRAPHICS FOR PICKUP . (INSTALLED)**	1	1	**1 x 1**	$1,100.00	$1,100.00

Notes:

Other Payments: _____ / _____ / _____
Form of Payment Amount Initials

TERMS: Payment due upon completion of order.

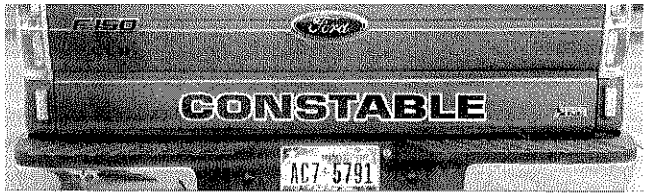
X _____ / / _____
RECEIVED/ACCEPTED BY **DATE**

Line Item Total:	$3,300.00
Subtotal:	$3,300.00
Taxes:	~~$272.25~~
Total:	$3,572.25
Total Payments:	$0.00
Balance Due:	$3,572.25

Bill To: JEFFERSON COUNTY PCT 1
Attention: JOE STEVENS
BMT
Beaumont, TX 77713

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890


F-150
CONSTABLE
AC7 5791


CONSTABLE
911 DAIL


DAIL 911
CONSTABLE


CONSTABLE
JEFFERSON COUNTY
DAIL 911

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
JAN GIROUARD & ASSOCIATES	638.96	401089	
TRI-CITY COFFEE SERVICE	130.90	401140	
WARREN'S DO-NUTS	15.16	401192	
			785.02**
ROAD & BRIDGE PCT.#1			
CARQUEST AUTO PARTS # 96	28.15	401073	
ENTERGY	742.98	401094	
M&D SUPPLY	218.13	401108	
MUNRO'S	33.00	401113	
OFFICE DEPOT	16.08	401115	
SOUTHERN TIRE MART, LLC	239.29	401146	
UNITED STATES POSTAL SERVICE	20.53	401160	
HERRERA'S EMERGENCY LIGHTING	200.00	401177	
MARTIN PRODUCT SALES LLC	4,531.44	401196	
INTERSTATE ALL BATTERY CENTER - BMT	108.00	401216	
DE LAGE LANDEN PUBLIC FINANCE	73.36	401235	
SHOPPA'S FARM SUPPLY	579.11	401260	
			6,757.91**
ROAD & BRIDGE PCT.#2			
CENTERPOINT ENERGY RESOURCES CORP	36.99	401187	
DE LAGE LANDEN PUBLIC FINANCE	104.00	401235	
MUELLER INC	269.24	401239	
			410.23**
ROAD & BRIDGE PCT. # 3			
FARM & HOME SUPPLY	19.13	401085	
GULF COAST AUTOMOTIVE, INC.	23.87	401091	
ENTERGY	232.28	401094	
MUNRO'S	34.13	401113	
OFFICE DEPOT	93.98	401115	
TRI-CON, INC.	2,524.46	401139	
WALMART COMMUNITY BRC	71.46	401158	
CENTERPOINT ENERGY RESOURCES CORP	28.44	401187	
BILL WILLIAMS	200.00	401200	
SCOTT EQUIPMENT COMPANY LLC	157.86	401215	
DE LAGE LANDEN PUBLIC FINANCE	154.80	401235	
ASCO	360.96	401248	
HAMSHIRE GULF	44.50	401259	
			3,945.87**
ROAD & BRIDGE PCT.#4			
CITY OF BEAUMONT - LANDFILL	25.00	401064	
BEAUMONT ENTERPRISE	138.32	401081	
M&D SUPPLY	167.75	401108	
MUNRO'S	70.54	401113	
PHYSICIAN SALES & SERVICE, INC.	439.25	401120	
SANITARY SUPPLY, INC.	425.11	401126	
SMART'S TRUCK & TRAILER, INC.	32.12	401131	
UNITED STATES POSTAL SERVICE	24.32	401160	
EVERETT D ALFRED	119.94	401176	
HLAVINKA EQUIPMENT COMPANY	17.59	401201	
DE LAGE LANDEN PUBLIC FINANCE	373.37	401235	
ON TIME TIRE	290.00	401242	
SAM'S CLUB DIRECT	430.09	401244	
ASCO	14,566.61	401248	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	93.93	401255	
GCR TIRES & SERVICE	1,288.00	401258	
			17,623.44**
ENGINEERING FUND			
OFFICE DEPOT	105.16	401115	
VERIZON WIRELESS	246.59	401155	
DE LAGE LANDEN PUBLIC FINANCE	662.83	401235	
BRADLEY STAFFORD	281.45	401245	
			1,296.03**
PARKS & RECREATION			
HARBOR FREIGHT TOOLS	116.97	401097	
LOWE'S HOME CENTERS, INC.	50.99	401170	

NAME	AMOUNT	CHECK NO.	TOTAL
AGS TENT RENTALS	1,700.00	401207	
			1,867.96**
GENERAL FUND			
JEFFERSON CTY. CLERK	903.50	401053	
			903.50*
TAX OFFICE			
HERNANDEZ OFFICE SUPPLY, INC.	63.94	401099	
OFFICE DEPOT	132.86	401115	
ACE IMAGEWEAR	20.69	401129	
UNITED STATES POSTAL SERVICE	1,862.19	401160	
DE LAGE LANDEN PUBLIC FINANCE	506.82	401235	
			2,586.50*
COUNTY HUMAN RESOURCES			
BEAUMONT FAMILY PRACTICE ASSOC.	25.00	401069	
MOORMAN & ASSOCIATES, INC.	450.00	401112	
PRE CHECK, INC.	46.25	401154	
UNITED STATES POSTAL SERVICE	25.14	401160	
DE LAGE LANDEN PUBLIC FINANCE	105.34	401235	
			651.73*
AUDITOR'S OFFICE			
OFFICE DEPOT	340.98	401115	
UNITED STATES POSTAL SERVICE	5.43	401160	
DE LAGE LANDEN PUBLIC FINANCE	148.43	401235	
			494.84*
COUNTY CLERK			
OFFICE DEPOT	58.07	401115	
XEROX CORPORATION	1,010.86	401145	
CDW COMPUTER CENTERS, INC.	70.30	401151	
UNITED STATES POSTAL SERVICE	234.46	401160	
ICRM	200.00	401197	
WESTERN MICROGRAPHICS & IMAGING	546.00	401241	
			2,119.69*
COUNTY JUDGE			
JAN GIROUARD & ASSOCIATES	400.00	401089	
UNITED STATES POSTAL SERVICE	8.93	401160	
DE LAGE LANDEN PUBLIC FINANCE	105.34	401235	
DUNHAM HALLMARK PLLC	200.00	401237	
WILLIAM FORD DISHMAN	200.00	401252	
			914.27*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	2.84	401160	
DE LAGE LANDEN PUBLIC FINANCE	77.40	401235	
			80.24*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	182.72	401160	
DE LAGE LANDEN PUBLIC FINANCE	478.80	401235	
			661.52*
PRINTING DEPARTMENT			
STAR GRAPHICS COPIERS, INC.	266.35	401133	
DE LAGE LANDEN PUBLIC FINANCE	1,198.98	401235	
			1,465.33*
PURCHASING DEPARTMENT			
OFFICE DEPOT	128.65	401115	
UNITED STATES POSTAL SERVICE	2.03	401160	
DE LAGE LANDEN PUBLIC FINANCE	105.34	401235	
			236.02*
GENERAL SERVICES			
B&L MAIL PRESORT SERVICE	1,781.01	401067	
OLMSTED-KIRK PAPER	338.00	401116	
REGION V EDUCATION SERVICE CENTER	500.00	401124	

NAME	AMOUNT	CHECK NO.	TOTAL
TIME WARNER COMMUNICATIONS	192.23	401135	
LAMAR UNIVERSITY - DEPT. OF COMM.	12,135.00	401152	
TOWER COMMUNICATIONS, INC.	2,435.00	401157	
ERS - TEXAS SOCIAL SECURITY PROGRAM	35.00	401182	
RAPE & SUICIDE CRISIS OF SET, INC.	10,000.00	401214	
SAM'S CLUB DIRECT	33.90	401244	
DYNAMEX INC	218.79	401253	
			27,668.93*
DATA PROCESSING			
OFFICE DEPOT	1,065.08	401115	
JEFFERSON COUNTY CREDIT CARDS	235.36	401226	
DE LAGE LANDEN PUBLIC FINANCE	148.43	401235	
			1,448.87*
VOTERS REGISTRATION DEPT			
HERNANDEZ OFFICE SUPPLY, INC.	46.00	401099	
OFFICE DEPOT	294.00	401115	
UNITED STATES POSTAL SERVICE	1,077.73	401160	
DE LAGE LANDEN PUBLIC FINANCE	73.36	401235	
COASTAL BUSINESS FORMS	1,934.30	401249	
			3,425.39*
ELECTIONS DEPARTMENT			
U-HAUL	345.35	401141	
UNITED STATES POSTAL SERVICE	96.00	401160	
JEFFERSON COUNTY CREDIT CARDS	294.56	401226	
DE LAGE LANDEN PUBLIC FINANCE	387.38	401235	
FREDRICK C CRIBBS II	67.14	401263	
			1,190.43*
DISTRICT ATTORNEY			
ROBERT P. ORTEGO	79.56	401051	
UNITED STATES POSTAL SERVICE	387.38	401160	
THE PRODUCTIVITY CENTER	317.00	401162	
DE LAGE LANDEN PUBLIC FINANCE	636.38	401235	
FILE & SERVE XPRESS LLC	33.00	401247	
THOMSON REUTERS-WEST	1,803.80	401250	
			3,257.12*
DISTRICT CLERK			
TAC - TEXAS ASSN. OF COUNTIES	175.00	401134	
UNITED STATES POSTAL SERVICE	310.28	401160	
DE LAGE LANDEN PUBLIC FINANCE	125.46	401235	
			610.74*
CRIMINAL DISTRICT COURT			
DAVID GROVE	2,600.00	401057	
TERRENCE HOLMES	800.00	401100	
RENE MULHOLLAND	2,070.95	401142	
UNITED STATES POSTAL SERVICE	1.29	401160	
JOEL WEBB VAZQUEZ	9,571.95	401185	
RYAN GERTZ	800.00	401221	
JASON ROBERT NICKS	800.00	401222	
DE LAGE LANDEN PUBLIC FINANCE	77.40	401235	
MATUSKA LAW FIRM	4,205.00	401257	
			20,926.59*
58TH DISTRICT COURT			
DE LAGE LANDEN PUBLIC FINANCE	77.40	401235	
			77.40*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.41	401160	
DE LAGE LANDEN PUBLIC FINANCE	73.36	401235	
			73.77*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.81	401160	
DE LAGE LANDEN PUBLIC FINANCE	73.36	401235	
			74.17*
172ND DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
LEXIS-NEXIS	53.00	401161	
DE LAGE LANDEN PUBLIC FINANCE	77.40	401235	
			130.40*
252ND DISTRICT COURT			
GAYLYN COOPER	1,300.00	401056	
JIMMY D. HAMM	800.00	401096	
LEAH HAYES	979.70	401098	
TERRENCE HOLMES	800.00	401100	
MIKE LAIRD, ATTORNEY AT LAW	1,500.00	401107	
RONALD E. LANIER	900.00	401149	
UNITED STATES POSTAL SERVICE	298.30	401160	
CAROLYN WIEDENFELD	600.00	401171	
SEAN VILLERY-SAMUEL	1,500.00	401218	
ALEX BILL III	800.00	401236	
JOHN WOOLDRIDGE	109.76	401261	
			9,587.76*
279TH DISTRICT COURT			
DE LAGE LANDEN PUBLIC FINANCE	285.95	401235	
			285.95*
317TH DISTRICT COURT			
GAYLYN COOPER	975.00	401056	
DAVID GROVE	500.00	401057	
JACK LAWRENCE	350.00	401058	
PHILLIP DOWDEN	3,875.00	401063	
LAIRON DOWDEN, JR.	675.00	401079	
TRAVIS EVANS	325.00	401083	
JIMMY D. HAMM	400.00	401096	
TERRENCE HOLMES	1,900.00	401100	
JEFFERSON CTY. BAR ASSOCIATION	250.00	401103	
MARVA PROVO	500.00	401121	
ANITA F. PROVO	2,325.00	401123	
CHARLES ROJAS	2,050.00	401153	
UNITED STATES POSTAL SERVICE	1.44	401160	
GLEN M. CROCKER	650.00	401165	
CAROLYN WIEDENFELD	500.00	401171	
JOEL WEBB VAZQUEZ	2,075.00	401185	
LUKE NICHOLS	500.00	401194	
TONYA CONNELL TOUPS	150.00	401204	
RONALD PLESSALA	1,050.00	401208	
MICHAEL WALZEL	500.00	401213	
NORMAN DESMARAIS JR.	2,050.00	401219	
THE PARKER LAW FIRM	500.00	401220	
JONATHAN L. STOVALL	850.00	401230	
STEFANIE L. ADAMS, ATTORNEY AT LAW	300.00	401232	
DE LAGE LANDEN PUBLIC FINANCE	77.40	401235	
GORDON D. FRIESZ	500.00	401238	
BRYAN E MCEACHERN PC	500.00	401254	
MATUSKA LAW FIRM	1,450.00	401257	
			25,778.84*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	3.65	401160	
DE LAGE LANDEN PUBLIC FINANCE	125.00	401235	
			128.65*
JUSTICE COURT-PCT 1 PL 2			
DE LAGE LANDEN PUBLIC FINANCE	73.36	401235	
			73.36*
JUSTICE COURT-PCT 2			
TEXAS MUNICIPAL COURT - JUSTICE	36.00	401138	
			36.00*
JUSTICE COURT-PCT 4			
DE LAGE LANDEN PUBLIC FINANCE	104.00	401235	
			104.00*
JUSTICE COURT-PCT 6			
CDW COMPUTER CENTERS, INC.	834.18	401151	
UNITED STATES POSTAL SERVICE	37.28	401160	

NAME	AMOUNT	CHECK NO.	TOTAL
DE LAGE LANDEN PUBLIC FINANCE	73.36	401235	
			944.82*
JUSTICE COURT-PCT 7			
OFFICE DEPOT	46.17	401115	
ACADIAN HARDWOODS, BEAUMONT	733.00	401173	
			779.17*
JUSTICE OF PEACE PCT. 8			
DE LAGE LANDEN PUBLIC FINANCE	265.00	401235	
			265.00*
COUNTY COURT AT LAW NO.1			
OFFICE DEPOT	209.14	401115	
UNITED STATES POSTAL SERVICE	.41	401160	
DE LAGE LANDEN PUBLIC FINANCE	350.69	401235	
			560.24*
COUNTY COURT AT LAW NO. 2			
GAYLYN COOPER	250.00	401056	
ALISA RAUMAKER, CSR	499.55	401061	
A. MARK FAGGARD	250.00	401084	
JOHN E. MACEY	250.00	401109	
ELIZABETH PARKS	1,440.45	401117	
MARVA PROVO	600.00	401121	
CHARLES ROJAS	250.00	401153	
UNITED STATES POSTAL SERVICE	.48	401160	
RYAN GERTZ	500.00	401221	
DE LAGE LANDEN PUBLIC FINANCE	73.36	401235	
			4,113.84*
COUNTY COURT AT LAW NO. 3			
TERRENCE HOLMES	300.00	401100	
CHARLES ROJAS	350.00	401153	
UNITED STATES POSTAL SERVICE	10.96	401160	
DUSTIN R. GALMOR	350.00	401229	
DE LAGE LANDEN PUBLIC FINANCE	73.36	401235	
			1,084.32*
COURT MASTER			
JUDGE LARRY GIST	626.98	401088	
OFFICE DEPOT	133.26	401115	
UNITED STATES POSTAL SERVICE	6.87	401160	
DE LAGE LANDEN PUBLIC FINANCE	104.00	401235	
			871.11*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	50.62	401160	
DE LAGE LANDEN PUBLIC FINANCE	73.36	401235	
			123.98*
ALTERNATIVE SCHOOL			
CASH ADVANCE ACCOUNT	457.25	401104	
			457.25*
COMMUNITY SUPERVISION			
DE LAGE LANDEN PUBLIC FINANCE	332.16	401235	
			332.16*
SHERIFF'S DEPARTMENT			
CITY OF NEDERLAND	45.01	401076	
EQUINE MEDICINE & SURGERY	112.00	401082	
FED EX	18.68	401086	
MCNEILL INSURANCE AGENCY	71.00	401110	
MOORMAN & ASSOCIATES, INC.	600.00	401112	
OFFICE DEPOT	67.58	401115	
WASTE MGT. GOLDEN TRIANGLE, INC.	73.98	401143	
CDW COMPUTER CENTERS, INC.	1,379.16	401151	
UNITED STATES POSTAL SERVICE	1,037.91	401160	
SHI GOVERNMENT SOLUTIONS, INC.	241.80	401163	
BEAUMONT OCCUPATIONAL SERVICE, INC.	32.95	401166	
FIVE STAR FEED	145.25	401178	
CODE BLUE	3,493.00	401183	

NAME	AMOUNT	CHECK NO.	TOTAL
CITY DIRECTORIES	1,520.00	401195	
SNAP-ON-TOOLS	584.45	401206	
INTERSTATE ALL BATTERY CENTER - BMT	399.90	401216	
GUIDANCE SOFTWARE	616.97	401224	
JEFFERSON COUNTY CREDIT CARDS	193.87	401226	
DE LAGE LANDEN PUBLIC FINANCE	977.64	401235	
TRANSUNION RISK AND ALTERNATIVE	478.00	401262	
			12,089.15*
CRIME LABORATORY			
ABACUS DIAGNOSTIC, INC.	696.00	401059	
FISHER SCIENTIFIC	831.69	401087	
HENRY SCHEIN, INC.	75.59	401127	
DE LAGE LANDEN PUBLIC FINANCE	104.00	401235	
			1,707.28*
JAIL - NO. 2			
HILO / O'REILLY AUTO PARTS	96.34	401052	
AVIALL	257.81	401066	
BOB BARKER CO., INC.	182.00	401068	
CITY OF BEAUMONT - WATER DEPT.	18,657.10	401075	
COBURN'S, BEAUMONT BOWIE (1)	763.45	401077	
CONSOLIDATED PLASTICS CO., INC.	1,704.55	401078	
ECOLAB	399.90	401080	
W.W. GRAINGER, INC.	28.22	401090	
HERNANDEZ OFFICE SUPPLY, INC.	328.94	401099	
CASH ADVANCE ACCOUNT	2,590.08	401104	
M&D SUPPLY	7.93	401108	
MOORE SUPPLY, INC.	405.74	401111	
PETTY CASH - SHERIFF'S OFFICE	899.24	401118	
SANITARY SUPPLY, INC.	6,922.86	401126	
SHERWIN-WILLIAMS	436.20	401130	
WORTH HYDROCHEM	327.00	401144	
LOWE'S HOME CENTERS, INC.	47.48	401170	
LONE STAR UNIFORMS, INC.	79.60	401172	
CHARMTEX INC.	2,935.80	401179	
PETROLEUM SOLUTIONS, INC.	172.38	401184	
UNITED RENTALS	1,102.33	401190	
FIVE STAR CORRECTIONAL SERVICE	18,693.06	401223	
JEFFERSON COUNTY CREDIT CARDS	299.68	401226	
DE LAGE LANDEN PUBLIC FINANCE	1,366.16	401235	
THOMSON REUTERS-WEST	1,675.80	401250	
			60,379.65*
JUVENILE PROBATION DEPT.			
UNITED STATES POSTAL SERVICE	10.60	401160	
DE LAGE LANDEN PUBLIC FINANCE	221.79	401235	
			232.39*
JUVENILE DETENTION HOME			
ALL STAR PLUMBING	171.00	401062	
CITY OF BEAUMONT - WATER DEPT.	3,352.86	401075	
HYDRO-CLEAN SERVICES, INC.	560.00	401101	
OAK FARM DAIRY	449.15	401148	
FLOWERS FOODS	162.97	401181	
CENTERPOINT ENERGY RESOURCES CORP	459.93	401187	
DE LAGE LANDEN PUBLIC FINANCE	327.69	401235	
			5,483.60*
CONSTABLE PCT 1			
KIRKSEY'S SPRINT PRINTING	57.75	401106	
UNITED STATES POSTAL SERVICE	15.49	401160	
CALDWELL COUNTRY CHEVROLET	30,426.00	401191	
			30,499.24*
CONSTABLE-PCT 4			
DE LAGE LANDEN PUBLIC FINANCE	229.00	401235	
			229.00*
CONSTABLE-PCT 6			
PHILPOTT MOTORS, INC.	60.81	401119	
UNITED STATES POSTAL SERVICE	5.54	401160	
DE LAGE LANDEN PUBLIC FINANCE	73.36	401235	
			139.71*
COUNTY MORGUE			

NAME	AMOUNT	CHECK NO.	TOTAL
FMMS HOLDINGS OF TEXAS LLC	900.00	401240	
			900.00*
AGRICULTURE EXTENSION SVC			
STARLA B. GARLICK	204.40	401055	
OFFICE DEPOT	236.94	401115	
TEXAS AGRICULTURE EXTENSION SERVICE	1,402.50	401137	
WALMART COMMUNITY BRC	71.20	401158	
UNITED STATES POSTAL SERVICE	9.38	401160	
DISTRICT 9 TAE 4-HA	110.00	401164	
MELISSA MEWA	28.56	401169	
BARBARA EVANS	117.04	401210	
DE LAGE LANDEN PUBLIC FINANCE	148.43	401235	
M J EBELING	50.96	401246	
			2,379.41*
HEALTH AND WELFARE NO. 1			
ENTERGY	75.00	401095	
UNITED STATES POSTAL SERVICE	40.53	401160	
RACHEL DRAGULSKI	68.89	401174	
CONNIE M ROBERTS	157.91	401198	
ESSLINE KNOX	54.88	401231	
DE LAGE LANDEN PUBLIC FINANCE	148.43	401235	
			545.64*
HEALTH AND WELFARE NO. 2			
PHYSICIAN SALES & SERVICE, INC.	464.59	401120	
TIME WARNER COMMUNICATIONS	78.13	401136	
ROSA GUIDRY	15.91	401225	
DE LAGE LANDEN PUBLIC FINANCE	178.70	401235	
			737.33*
NURSE PRACTITIONER			
PHYSICIAN SALES & SERVICE, INC.	991.48	401120	
RACHAEL COE	21.95	401156	
DE LAGE LANDEN PUBLIC FINANCE	73.36	401235	
			1,086.79*
CHILD WELFARE UNIT			
BEAUMONT OCCUPATIONAL SERVICE, INC.	215.70	401166	
J.C. PENNEY'S	1,926.96	401167	
SEARS COMMERICAL CREDIT	732.15	401168	
			2,874.81*
ENVIRONMENTAL CONTROL			
AT&T	41.70	401132	
			41.70*
INDIGENT MEDICAL SERVICES			
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	401205	
CARDINAL HEALTH 110 INC	25,201.61	401251	
			28,974.61*
MAINTENANCE-BEAUMONT			
BUILDING SPECIALTIES	100.60	401071	
CINTAS, INC.	233.48	401074	
CITY OF BEAUMONT - WATER DEPT.	251.93	401075	
COBURN'S, BEAUMONT BOWIE (1)	60.40	401077	
SANITARY SUPPLY, INC.	973.50	401126	
ACE IMAGEWEAR	145.15	401129	
BAKER DISTRIBUTING COMPANY	637.00	401180	
DE LAGE LANDEN PUBLIC FINANCE	73.36	401235	
			2,475.42*
MAINTENANCE-PORT ARTHUR			
SANITARY SUPPLY, INC.	182.66	401126	
DE LAGE LANDEN PUBLIC FINANCE	150.76	401235	
			333.42*
MAINTENANCE-MID COUNTY			
ACE IMAGEWEAR	27.91	401129	
CENTERPOINT ENERGY RESOURCES CORP	65.44	401187	
DE LAGE LANDEN PUBLIC FINANCE	77.40	401235	
			170.75*
SERVICE CENTER			

NAME	AMOUNT	CHECK NO.	TOTAL
GULF COAST SCREW & SUPPLY	41.16	401092	
KINSEL FORD, INC.	58.64	401105	
PHILPOTT MOTORS, INC.	85.92	401119	
HERRERA'S EMERGENCY LIGHTING	34.50	401177	
BUMPER TO BUMPER	119.80	401186	
K.A.P.E. ENTERPRISES	140.72	401193	
ROBERT'S TEXACO XPRESS LUBE	304.50	401209	
UNIFIRST HOLDINGS INC	22.23	401217	
DE LAGE LANDEN PUBLIC FINANCE	73.36	401235	
			880.83*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	1.61	401160	
HILARY GUEST	121.20	401175	
DE LAGE LANDEN PUBLIC FINANCE	464.62	401235	
			587.43*
			267,272.06**
MOSQUITO CONTROL FUND			
SUPERIOR TIRE & SERVICE	89.18	401060	
BRANCE KRACHY CO., INC.	79.00	401070	
OFFICE DEPOT	401.46	401115	
RITTER @ HOME	27.98	401125	
WASTE MGT. GOLDEN TRIANGLE, INC.	81.18	401143	
CENTERPOINT ENERGY RESOURCES CORP	28.44	401187	
AMERICAN TIRE DISTRIBUTORS	2,582.52	401211	
DE LAGE LANDEN PUBLIC FINANCE	73.36	401235	
AERO PERFORMANCE	2,651.70	401256	
			6,014.82**
BREATH ALCOHOL TESTING			
CMI INC	750.00	401072	
CASH ADVANCE ACCOUNT	1,044.50	401104	
			1,794.50**
FAMILY GROUP CONFERENCING			
DE LAGE LANDEN PUBLIC FINANCE	77.40	401235	
			77.40**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	110.00	401250	
			110.00**
JUVENILE TJPC-A-2014-123			
GULF COAST TRADES CENTER	3,193.93	401093	
			3,193.93**
JUVENILE PROB & DET. FUND			
GULF COAST TRADES CENTER	6,181.80	401093	
			6,181.80**
COMMUNITY SUPERVISION FND			
JEFFERSON CTY. COMMUNITY SUP.	1,550.86	401102	
UNITED STATES POSTAL SERVICE	130.96	401160	
			1,681.82**
JEFF. CO. WOMEN'S CENTER			
ENTERGY	1,398.70	401094	
AT&T	127.82	401132	
DE LAGE LANDEN PUBLIC FINANCE	292.40	401235	
			1,818.92**
COMMUNITY CORRECTIONS PRG			
DE LAGE LANDEN PUBLIC FINANCE	115.38	401235	
			115.38**
DRUG DIVERSION PROGRAM			
DE LAGE LANDEN PUBLIC FINANCE	115.38	401235	
			115.38**
COUNTY CLERK - RECORD MGT			
MANATRON	10,595.97	401202	
			10,595.97**
J.P. COURTROOM TECH. FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
WALMART COMMUNITY BRC	69.84	401158	
			69.84**
HOTEL OCCUPANCY TAX FUND			
GUARDIAN FORCE	112.50	401054	
ENTERGY	1,115.54	401094	
MUNRO'S	29.25	401113	
DISH NETWORK	105.62	401199	
DE LAGE LANDEN PUBLIC FINANCE	431.67	401235	
LONE STAR REGION - NATIONAL MODEL	500.00	401264	
U S TWIRLING ASSOCIATION	10,000.00	401265	
			12,294.58**
DISTRICT CLK RECORDS MGMT			
DE LAGE LANDEN PUBLIC FINANCE	210.68	401235	
			210.68**
1957 ROAD BOND FUND			
LJA ENGINEERING INC	4,805.00	401243	
			4,805.00**
CAPITAL PROJECTS FUND			
MSC SYSTEMS	4,985.41	401147	
			4,985.41**
AIRPORT FUND			
AAAE / DEPT.	550.00	401050	
CORNERSTONE MEDIA	600.00	401150	
CENTERPOINT ENERGY RESOURCES CORP	129.09	401187	
JEFFERSON COUNTY CREDIT CARDS	782.46	401226	
DE LAGE LANDEN PUBLIC FINANCE	177.36	401235	
			2,238.91**
SE TX EMP. BENEFIT POOL			
GROUP ADMINISTRATIVE CONCEPTS INC	97,669.54	401227	
GROUP ADMINISTRATIVE CONCEPTS INC	728.00	401228	
			98,397.54**
SETEC FUND			
TRI-CON, INC.	200.00	401139	
			200.00**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	9,920.50	401188	
TRISTAR RISK MANAGEMENT	1,158.48	401189	
			11,078.98**
SHERIFF'S FORFEITURE FUND			
ART SIGNS & DECALS	13,500.00	401065	
			13,500.00**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	10,522.00	401022	
CLEAT	306.00	401023	
JEFFERSON CTY. TREASURER	18,882.78	401024	
RON STADTMUELLER - CHAPTER 13	1,717.50	401025	
INTERNAL REVENUE SERVICE	150.00	401026	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	5,060.00	401027	
JEFFERSON CTY. COMMUNITY SUP.	10,700.03	401028	
JEFFERSON CTY. TREASURER - HEALTH	407,982.53	401029	
JEFFERSON CTY. TREASURER - PAYROLL	1,598,092.26	401030	
JEFFERSON CTY. TREASURER - PAYROLL	635,919.79	401031	
MONY/MLOA	261.42	401032	
POLICE & FIRE FIGHTERS' ASSOCIATION	3,205.38	401033	
UNITED WAY OF BEAUMONT& N JEFFERSON	33.92	401034	
JEFFERSON CTY. TREASURER - TCDRS	602,338.15	401035	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,881.65	401036	
JEFFERSON COUNTY TREASURER	2,432.36	401037	
JEFFERSON COUNTY - TREASURER -	5,166.08	401038	
NECHES FEDERAL CREDIT UNION	63,444.18	401039	
JEFFERSON COUNTY - NATIONWIDE	59,970.93	401040	
TENNESSEE CHILD SUPPORT	115.38	401041	
NCO FINANCIAL SYSTEMS INC	179.39	401042	

NAME	AMOUNT	CHECK NO.	TOTAL
SBA - U S DEPARTMENT OF TREASURY	168.49	401043	
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	401044	
WILLIAM E HEITKAMP	689.00	401045	
JOHN TALTON	717.69	401046	
IL DEPT OF HEALTCARD AND FAMILY SER	188.31	401047	
JEFFERSON CTY. TREASURER - PAYROLL	153,052.90	401048	
JEFFERSON CTY. TREASURER - PAYROLL	24,704.20	401049	
			3,607,999.55**
MARINE DIVISION			
RITTER @ HOME	622.91	401125	
SETZER HARDWARE, INC.	161.24	401128	
VERIZON WIRELESS	531.86	401155	
THE DINGO GROUP-PETE JORGENSON MARI	625.85	401203	
C & I OIL COMPANY INC	8,316.50	401212	
			10,258.36**
			4,097,697.29***

CANVASS
DISTRICT CLERK CONTEST FOLLOWING RECOUNT
NOVEMBER 4, 2014, GENERAL, SPECIAL AND JOINT ELECTION

I, JEFF BRANICK, County Judge of Jefferson County, Texas, met with the Commissioners' Court sitting as the canvassing board to canvass the results of the District Clerk contest in the General, Special and Joint Election of November 4, 2014, on November 24, 2014, at Beaumont, Texas.

I certify that the figures on the tally sheets correspond with the figures on the returns submitted by the recount supervisor.

Witness my hand this the 24th day of November, 2014.

_____
Presiding Officer of Canvassing Authority

JEFF BRANICK
COUNTY JUDGE
JEFFERSON COUNTY, TEXAS

	District Clerk JEFFERSON COUNTY	
	Charlie Wiggins	Jamie Smith
1	48	611
2	70	295
3	38	628
4	514	190
5	293	352
6	142	223
7	210	245
8	13	248
9	1422	272
10	31	156
11	15	119
12	5	226
13	4	157
14	14	460
15	27	374
16	22	109
17	434	530
18	8	509
19	39	457
20	31	353
21	47	42
22	590	789
23	231	662
24	142	64
25	574	196
26	607	356
27	255	220
28	94	251
29	572	149
30	400	87
31	434	113
32	44	17
33	507	249
34	20	772
35	228	67
36	428	115
37	674	188
38	730	162

39	17	813
40	769	198
41	39	17
42	735	182
43	647	159
44	118	129
45	118	244
46	106	270
47	122	275
48	52	203
49	19	76
50	90	698
51	12	132
52	4	164
53	32	443
54	11	166
55	1	162
56	961	212
57	9	322
58	18	22
59	8	409
60	721	214
61	321	201
62	852	312
63	28	525
64	75	296
65	771	227
66	646	165
67	90	787
68	535	367
69	829	232
70	255	424
71	25	17
72	283	388
73	875	325
74	900	213
75	19	145
76	36	212
77	19	444
78	270	410
79	586	321
80	98	25
81	9	301
82	275	421
83	371	93
84	15	482
85	51	550
86	255	182
87	53	336
88	106	165
89	37	97
90	9	12
91	235	43
92	297	177
93	40	167
94	735	272
95	137	86

96	37	129
97	1	0
98	64	32
99	54	99
100	706	373
101	0	0
102	47	19
103	4	1
104	38	5
105	15	10
106	4	5
107	3	0
108	155	54
109	52	16
TOTALS	25884	26686

	TOTAL VOTES	%	Mail	EV IVO	EV Paper	ED IVO	ED Paper
PRECINCTS COUNTED (OF 111).	111	100.00					
REGISTERED VOTERS - TOTAL	146,039						
BALLOTS CAST - TOTAL.	53,739		3,850	34,046	56	15,740	47
VOTER TURNOUT - TOTAL		36.80					
STRAIGHT PARTY							
VOTE FOR 1							
(WITH 111 OF 111 PRECINCTS COUNTED)							
Republican Party (REP)	12,526	38.80	896	7,553	14	4,050	13
Democratic Party (DEM)	19,583	60.67	1,785	12,337	17	5,431	13
Libertarian Party (LIB).	130	.40	2	60	1	66	1
Green Party (GRN).	41	.13	2	16	1	22	0
Total	32,280		2,685	19,966	33	9,569	27
Over Votes	4		4	0	0	0	0
Under Votes	21,455		1,161	14,080	23	6,171	20
United States Senator FEDERAL							
VOTE FOR 1							
(WITH 111 OF 111 PRECINCTS COUNTED)							
John Cornyn (REP).	26,687	51.03	1,594	16,860	21	8,190	22
David M. Alameel (DEM)	24,553	46.95	2,118	15,658	29	6,731	17
Rebecca Paddock (LIB)	791	1.51	27	454	4	302	4
Emily "Spicybrown" Sanchez (GRN). . .	237	.45	6	125	1	104	1
WRITE-IN.	29	.06	4	20	0	5	0
Total	52,297		3,749	33,117	55	15,332	44
Over Votes	3		3	0	0	0	0
Under Votes	1,439		98	929	1	408	3
US Rep Dist 14 FEDERAL							
VOTE FOR 1							
(WITH 111 OF 111 PRECINCTS COUNTED)							
Randy Weber (REP).	26,826	51.28	1,584	16,980	20	8,218	24
Donald G. Brown (DEM)	24,848	47.50	2,139	15,841	24	6,825	19
John Wieder (LIB).	634	1.21	17	330	3	281	3
Total	52,308		3,740	33,151	47	15,324	46
Over Votes	1		1	0	0	0	0
Under Votes	1,430		109	895	9	416	1
Governor STATE WIDE							
VOTE FOR 1							
(WITH 110 OF 110 PRECINCTS COUNTED)							
Greg Abbott (REP).	26,876	50.50	1,571	16,957	22	8,303	23
Wendy R. Davis (DEM).	25,799	48.48	2,185	16,475	33	7,082	24
Kathie Glass (LIB)	411	.77	15	226	0	170	0
Brandon Parmer (GRN).	103	.19	5	62	1	35	0
WRITE-IN.	26	.05	3	16	0	7	0
Total	53,215		3,779	33,736	56	15,597	47
Over Votes	3		3	0	0	0	0
Under Votes	520		67	310	0	143	0

	TOTAL VOTES	%	Mail	EV IVO	EV Paper	ED IVO	ED Paper
Lieutenant Governor STATE WIDE							
VOTE FOR 1							
(WITH 110 OF 110 PRECINCTS COUNTED)							
Dan Patrick (REP)	26,122	49.80	1,536	16,486	21	8,057	22
Leticia Van de Putte (DEM)	25,405	48.43	2,184	16,232	29	6,941	19
Robert D. Butler (LIB)	736	1.40	22	411	5	296	2
Chandrakantha Courtney (GRN)	194	.37	9	100	1	82	2
Total	52,457		3,751	33,229	56	15,376	45
Over Votes	1		1	0	0	0	0
Under Votes	1,280		97	817	0	364	2
Attorney General STATE WIDE							
VOTE FOR 1							
(WITH 110 OF 110 PRECINCTS COUNTED)							
Ken Paxton (REP)	25,682	48.95	1,506	16,233	20	7,900	23
Sam Houston (DEM)	26,044	49.64	2,221	16,625	30	7,148	20
Jamie Balagia (LIB)	582	1.11	12	307	2	259	2
Jamar Osborne (GRN)	163	.31	8	81	4	69	1
Total	52,471		3,747	33,246	56	15,376	46
Over Votes	0		0	0	0	0	0
Under Votes	1,267		102	800	0	364	1
Comptroller of Public Accounts STATE WIDE							
VOTE FOR 1							
(WITH 110 OF 110 PRECINCTS COUNTED)							
Glenn Hegar (REP)	25,046	48.15	1,462	15,858	20	7,684	22
Mike Collier (DEM)	25,908	49.80	2,235	16,504	28	7,121	20
Ben Sanders (LIB)	814	1.56	21	443	4	344	2
Deb Shafto (GRN)	253	.49	10	138	3	100	2
Total	52,021		3,728	32,943	55	15,249	46
Over Votes	0		0	0	0	0	0
Under Votes	1,717		121	1,103	1	491	1
Commissioner of the General Land Office STATE WIDE							
VOTE FOR 1							
(WITH 110 OF 110 PRECINCTS COUNTED)							
George P. Bush (REP)	26,191	49.80	1,536	16,543	22	8,065	25
John Cook (DEM)	25,393	48.28	2,175	16,211	30	6,960	17
Justin Knight (LIB)	721	1.37	23	416	2	278	2
Valerie Alessi (GRN)	291	.55	11	155	2	122	1
Total	52,596		3,745	33,325	56	15,425	45
Over Votes	1		1	0	0	0	0
Under Votes	1,141		103	721	0	315	2
Commissioner of Agriculture STATE WIDE							
VOTE FOR 1							
(WITH 110 OF 110 PRECINCTS COUNTED)							
Sid Miller (REP)	24,864	47.85	1,481	15,704	22	7,635	22
Jim Hogan (DEM)	25,899	49.85	2,203	16,523	29	7,127	17
David (Rocky) Palmquist (LIB)	797	1.53	21	455	2	315	4
Kenneth Kendrick (GRN)	397	.76	13	219	3	160	2
Total	51,957		3,718	32,901	56	15,237	45
Over Votes	1		1	0	0	0	0
Under Votes	1,780		130	1,145	0	503	2

	TOTAL VOTES	%	Mail	EV IVO	EV Paper	ED IVO	ED Paper
Railroad Commissioner STATE WIDE							
VOTE FOR 1							
(WITH 110 OF 110 PRECINCTS COUNTED)							
Ryan Sitton (REP)	25,133	48.30	1,488	15,896	20	7,705	24
Steve Brown (DEM)	25,606	49.21	2,188	16,356	30	7,014	18
Mark A. Miller (LIB)	853	1.64	32	459	3	357	2
Martina Salinas (GRN)	446	.86	14	250	2	178	2
Total	52,038		3,722	32,961	55	15,254	46
Over Votes	1		0	0	1	0	0
Under Votes	1,699		127	1,085	0	486	1
Chief Justice, Supreme Court STATE WIDE							
VOTE FOR 1							
(WITH 110 OF 110 PRECINCTS COUNTED)							
Nathan Hecht (REP)	25,063	47.97	1,466	15,831	20	7,723	23
William Moody (DEM)	25,621	49.04	2,186	16,337	31	7,051	16
Tom Oxford (LIB)	1,559	2.98	73	942	5	532	7
Total	52,243		3,725	33,110	56	15,306	46
Over Votes	1		1	0	0	0	0
Under Votes	1,494		123	936	0	434	1
Justice, Supreme Court, Pl 6, Unexpired STATE WIDE							
VOTE FOR 1							
(WITH 110 OF 110 PRECINCTS COUNTED)							
Jeff Brown (REP)	25,744	49.44	1,512	16,270	21	7,919	22
Lawrence Edward Meyers (DEM)	25,541	49.05	2,171	16,306	33	7,013	18
Mark Ash (LIB)	784	1.51	35	425	2	317	5
Total	52,069		3,718	33,001	56	15,249	45
Over Votes	2		2	0	0	0	0
Under Votes	1,667		129	1,045	0	491	2
Justice, Supreme Court, Place 7 STATE WIDE							
VOTE FOR 1							
(WITH 110 OF 110 PRECINCTS COUNTED)							
Jeff Boyd (REP)	25,518	49.00	1,488	16,128	21	7,859	22
Gina Benavides (DEM)	25,587	49.13	2,193	16,324	29	7,022	19
Don Fulton (LIB)	746	1.43	23	428	3	289	3
Charles E. Waterbury (GRN)	225	.43	9	119	3	93	1
Total	52,076		3,713	32,999	56	15,263	45
Over Votes	1		1	0	0	0	0
Under Votes	1,661		135	1,047	0	477	2
Justice, Supreme Court, Place 8 STATE WIDE							
VOTE FOR 1							
(WITH 110 OF 110 PRECINCTS COUNTED)							
Phil Johnson (REP)	27,770	82.09	1,649	17,537	23	8,536	25
RS Roberto Koelsch (LIB)	3,637	10.75	188	2,245	13	1,187	4
Jim Chisolm (GRN)	2,423	7.16	109	1,552	7	751	4
Total	33,830		1,946	21,334	43	10,474	33
Over Votes	0		0	0	0	0	0
Under Votes	19,908		1,903	12,712	13	5,266	14

	TOTAL VOTES	%	Mail	EV IVO	EV Paper	ED IVO	ED Paper
Judge, Court of Criminal Appeals, Pl 3 STATE WIDE							
VOTE FOR 1							
(WITH 110 OF 110 PRECINCTS COUNTED)							
Bert Richardson (REP)	25,422	49.02	1,495	16,039	22	7,842	24
John Granberg (DEM)	25,283	48.75	2,162	16,170	32	6,903	16
Mark W. Bennett (LIB)	1,153	2.22	38	656	2	452	5
Total	51,858		3,695	32,865	56	15,197	45
Over Votes	4		4	0	0	0	0
Under Votes	1,876		150	1,181	0	543	2
Judge, Court of Criminal Appeals, Pl. 4 STATE WIDE							
VOTE FOR 1							
(WITH 110 OF 110 PRECINCTS COUNTED)							
Kevin Patrick Yeary (REP)	27,481	80.93	1,625	17,385	22	8,423	26
Quanah Parker (LIB)	4,028	11.86	224	2,487	13	1,301	3
Judith Sanders-Castro (GRN)	2,449	7.21	104	1,561	8	772	4
Total	33,958		1,953	21,433	43	10,496	33
Over Votes	1		1	0	0	0	0
Under Votes	19,779		1,895	12,613	13	5,244	14
Judge, Court of Criminal Appeals, Pl. 9 STATE WIDE							
VOTE FOR 1							
(WITH 110 OF 110 PRECINCTS COUNTED)							
David Newell (REP)	27,552	81.91	1,641	17,421	23	8,444	23
William Bryan Strange, III (LIB)	4,316	12.83	216	2,664	13	1,417	6
George Joseph Altgelt (GRN)	1,769	5.26	86	1,125	6	548	4
Total	33,637		1,943	21,210	42	10,409	33
Over Votes	1		1	0	0	0	0
Under Votes	20,100		1,905	12,836	14	5,331	14
Member, State Board of Education, Dist 7 STATE WIDE							
VOTE FOR 1							
(WITH 110 OF 110 PRECINCTS COUNTED)							
David Bradley (REP)	25,252	48.34	1,483	15,941	21	7,781	26
Kathy King (DEM)	26,251	50.25	2,238	16,752	26	7,217	18
Megan DaGata (LIB)	733	1.40	18	424	3	286	2
Total	52,236		3,739	33,117	50	15,284	46
Over Votes	0		0	0	0	0	0
Under Votes	1,502		110	929	6	456	1
State Representative, District 21 STATE REP 21							
VOTE FOR 1							
(WITH 42 OF 42 PRECINCTS COUNTED)							
Dade Phelan (REP)	15,123	71.79	739	9,403	17	4,948	16
Gavin Bruney (DEM)	5,944	28.21	412	3,734	13	1,782	3
Total	21,067		1,151	13,137	30	6,730	19
Over Votes	0		0	0	0	0	0
Under Votes	612		31	366	9	205	1

	TOTAL VOTES	%	Mail	EV IVO	EV Paper	ED IVO	ED Paper
State Representative, District 22 STATE REP 22							
VOTE FOR 1							
(WITH 69 OF 69 PRECINCTS COUNTED)							
Joe Deshotel (DEM)	24,203	100.00	2,031	15,515	21	6,618	18
Total	24,203		2,031	15,515	21	6,618	18
Over Votes	0		0	0	0	0	0
Under Votes	7,885		636	5,028	25	2,187	9
Chief Justice, 9th Court of Appeals Dist STATE WIDE							
VOTE FOR 1							
(WITH 110 OF 110 PRECINCTS COUNTED)							
Steve McKeithen (REP)	29,056	100.00	1,664	18,225	24	9,119	24
Total	29,056		1,664	18,225	24	9,119	24
Over Votes	0		0	0	0	0	0
Under Votes	24,682		2,185	15,821	32	6,621	23
Justice, 9th Ct of Appeals Dist Pl 3, Un STATE WIDE							
VOTE FOR 1							
(WITH 110 OF 110 PRECINCTS COUNTED)							
Leanne Johnson (REP)	28,949	100.00	1,682	18,161	26	9,057	23
Total	28,949		1,682	18,161	26	9,057	23
Over Votes	0		0	0	0	0	0
Under Votes	24,789		2,167	15,885	30	6,683	24
District Judge, 58th Judicial District JEFFERSON COUNTY							
VOTE FOR 1							
(WITH 109 OF 109 PRECINCTS COUNTED)							
Tom Rugg Sr. (REP)	23,360	44.30	1,430	14,506	11	7,388	25
Kent Walston (DEM)	29,366	55.70	2,308	18,960	15	8,062	21
Total	52,726		3,738	33,466	26	15,450	46
Over Votes	6		5	0	1	0	0
Under Votes	977		106	580	0	290	1
District Judge, 172nd Judicial District JEFFERSON COUNTY							
VOTE FOR 1							
(WITH 109 OF 109 PRECINCTS COUNTED)							
Rick Williams (REP)	25,500	48.39	1,427	15,931	11	8,103	28
Donald J. Floyd (DEM)	27,193	51.61	2,301	17,538	13	7,323	18
Total	52,693		3,728	33,469	24	15,426	46
Over Votes	32		31	0	1	0	0
Under Votes	984		90	577	2	314	1
District Judge, 252nd Judicial District JEFFERSON COUNTY							
VOTE FOR 1							
(WITH 109 OF 109 PRECINCTS COUNTED)							
Carolyn Drawhorn Wiedenfeld (REP)	21,950	41.65	1,360	13,643	14	6,912	21
Raquel West (DEM)	30,750	58.35	2,362	19,813	10	8,541	24
Total	52,700		3,722	33,456	24	15,453	45
Over Votes	31		29	0	2	0	0
Under Votes	978		98	590	1	287	2

	TOTAL VOTES	%	Mail	EV IVO	EV Paper	ED IVO	ED Paper
Criminal District Judge JEFFERSON COUNTY							
VOTE FOR 1							
(WITH 109 OF 109 PRECINCTS COUNTED)							
John "Johnny" B. Stevens, Jr. (DEM). .	36,113	100.00	2,654	23,199	14	10,222	24
Total	36,113		2,654	23,199	14	10,222	24
Over Votes	0		0	0	0	0	0
Under Votes	17,596		1,195	10,847	13	5,518	23
Family Dist Judge, 279th Judicial Dist JEFFERSON COUNTY							
VOTE FOR 1							
(WITH 109 OF 109 PRECINCTS COUNTED)							
Randy Shelton (DEM)	35,405	100.00	2,619	22,621	14	10,129	22
Total	35,405		2,619	22,621	14	10,129	22
Over Votes	0		0	0	0	0	0
Under Votes	18,304		1,230	11,425	13	5,611	25
Family Dist Judge, 317th Judicial Dist JEFFERSON COUNTY							
VOTE FOR 1							
(WITH 109 OF 109 PRECINCTS COUNTED)							
Jolei A Shipley (REP)	20,333	38.49	1,197	12,547	10	6,554	25
Larry Thorne (DEM)	32,497	61.51	2,553	21,004	15	8,905	20
Total	52,830		3,750	33,551	25	15,459	45
Over Votes	14		12	0	1	0	1
Under Votes	865		87	495	1	281	1
Criminal District Attorney JEFFERSON COUNTY							
VOTE FOR 1							
(WITH 109 OF 109 PRECINCTS COUNTED)							
Perry Thomas (REP)	18,491	34.90	1,127	11,338	9	5,994	23
Bob Wortham (DEM).	34,493	65.10	2,645	22,298	15	9,512	23
Total	52,984		3,772	33,636	24	15,506	46
Over Votes	6		4	0	2	0	0
Under Votes	719		73	410	1	234	1
Judge, County Court at Law No. 3 JEFFERSON COUNTY							
VOTE FOR 1							
(WITH 109 OF 109 PRECINCTS COUNTED)							
Clint M. Woods (REP).	26,590	50.56	1,513	16,819	12	8,220	26
Terrence L. Holmes (DEM)	26,001	49.44	2,227	16,607	12	7,134	21
Total	52,591		3,740	33,426	24	15,354	47
Over Votes	2		0	0	2	0	0
Under Votes	1,116		109	620	1	386	0
District Clerk JEFFERSON COUNTY							
VOTE FOR 1							
(WITH 109 OF 109 PRECINCTS COUNTED)							
Charlie Wiggins (REP)	25,884	49.24	1,520	16,344	11	7,997	12
Jamie Smith (DEM).	26,686	50.76	2,271	17,073	14	7,320	8
Total	52,570		3,791	33,417	25	15,317	20
Over Votes	3		3	0	0	0	0
Under Votes	1,149		97	629	0	423	0

	TOTAL VOTES	%	Mail	EV IVO	EV Paper	ED IVO	ED Paper
County Clerk JEFFERSON COUNTY							
VOTE FOR 1							
(WITH 109 OF 109 PRECINCTS COUNTED)							
Doug Landry (REP)	24,448	46.38	1,367	15,509	12	7,534	26
Carolyn L. Guidry (DEM)	28,264	53.62	2,394	17,978	15	7,857	20
Total	52,712		3,761	33,487	27	15,391	46
Over Votes	4		4	0	0	0	0
Under Votes	993		84	559	0	349	1
County Tax Assessor-Collector JEFFERSON COUNTY							
VOTE FOR 1							
(WITH 109 OF 109 PRECINCTS COUNTED)							
Allison Nathan Getz (REP)	27,343	52.49	1,602	17,309	12	8,392	28
Thomas P. Sigee, Sr. (DEM)	24,747	47.51	2,134	15,730	15	6,849	19
Total	52,090		3,736	33,039	27	15,241	47
Over Votes	1		1	0	0	0	0
Under Votes	1,618		112	1,007	0	499	0
Proposition 1 STATE WIDE							
VOTE FOR 1							
(WITH 110 OF 110 PRECINCTS COUNTED)							
IN FAVOR (A FAVOR)	40,583	84.28	2,414	26,069	32	12,041	27
AGAINST (EN CONTRA)	7,572	15.72	307	4,950	12	2,292	11
Total	48,155		2,721	31,019	44	14,333	38
Over Votes	2		1	0	1	0	0
Under Votes	5,581		1,127	3,027	11	1,407	9
Councilmember Place 3 PORT NECHES							
VOTE FOR 1							
(WITH 6 OF 6 PRECINCTS COUNTED)							
Corey M. Belanger	1,085	35.60	48	716	1	320	0
John Davenport	1,963	64.40	48	1,425	1	489	0
Total	3,048		96	2,141	2	809	0
Over Votes	0		0	0	0	0	0
Under Votes	793		88	454	1	248	2
Councilmember Place 5 PORT NECHES							
VOTE FOR 1							
(WITH 6 OF 6 PRECINCTS COUNTED)							
Julie Gauthier	2,482	100.00	71	1,709	1	701	0
Total	2,482		71	1,709	1	701	0
Over Votes	0		0	0	0	0	0
Under Votes	1,359		113	886	2	356	2
PAISD Proposition PORT ARTHUR ISD							
VOTE FOR 1							
(WITH 30 OF 30 PRECINCTS COUNTED)							
FOR (POR)	5,177	67.65	341	3,228	1	1,604	3
AGAINST (CONTRA)	2,476	32.35	187	1,656	5	624	4
Total	7,653		528	4,884	6	2,228	7
Over Votes	0		0	0	0	0	0
Under Votes	891		179	448	0	262	2

Resolution

STATE OF TEXAS	§	COMMISSIONERS' COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the _____ day of _____, 2014, on motion made by _____, Commissioner of Precinct No. ____, and seconded by _____, Commissioner of Precinct No. ____, the following Resolution was adopted:

WHEREAS, Shelia Briggs has devoted 36 years and 3 months of service to Jefferson County with pride and professionalism, and;

WHEREAS, Shelia Briggs a dedicated wife to Warren, mother to Gabriel and Allen, and grandmother to Kelsey, Anthony and Alexis and another on the way, full time presence will be embraced by them, it will truly leave a void in the County Clerk's office, and

WHEREAS, Shelia Briggs began her career with Jefferson County on August 7, 1978 in the District Attorney's office as secretary to the Chief of the Civil section, and;

WHEREAS, Shelia Briggs left the District Attorney's office January 1, 1989 and became the Administrative Assistant to then Sheriff Carl Griffith, and;

WHEREAS, Shelia Briggs in 1996 continued her career with Jefferson County as the Assistant to County Judge Carl Griffith for the next ten years, and;

WHEREAS, Shelia Briggs on January 1, 2007, Shelia began her fourth department and final 8 years of employment with the County Clerk's Office as Supervisor of the Filing Section, and;

WHEREAS, Shelia Briggs shares readily with others, sets high goals, and takes pride in her work, and;

WHEREAS, Shelia Briggs is dependable, knowledgeable, humorous, and very personable, and;

WHEREAS, Shelia Briggs has dedicated her talents and services as an Administrative Supervisor in the County Clerk's office and;

WHEREAS, Shelia Briggs is recognized for her unselfish devotion to the common good and welfare of the citizens of Jefferson County and will be missed by her friends and co-workers, and;

NOW THEREFORE, BE IT RESOLVED that the Commissioners' Court of Jefferson County, Texas, does hereby honor and commend Shelia Briggs for her dedicated service as an employee of Jefferson County and wishes her well in her retirement.

SIGNED this _____ day of _____, 2014.

_____

JUDGE JEFF R. BRANICK
County Judge

_____

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

_____

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

_____

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

_____

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

AGENDA ITEM **November 17, 2014**

Consider, possibly approve and authorize the County Judge to execute a Meter Pump Station Easement from Jefferson County, Texas to the City of Port Arthur to be located at Walter Umphrey State Park, Mesquite Point.

METER PUMP STATION EASEMENT

STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

WHEREAS, **JEFFERSON COUNTY, TEXAS**, a political subdivision of the State of Texas, whose mailing address is: 1149 Pearl St., Beaumont, Texas, as GRANTOR, for and in consideration of Ten Dollars($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, convey and deliver unto **THE CITY OF PORT ARTHUR, TEXAS,** a political subdivision of the State of Texas**,** whose mailing address is: 444 Fourth St., Port Arthur, Texas 77642, hereinafter referred to as GRANTEE, its successors and assigns, a permanent easement, from the date of execution hereof, the right to use the area described below, hereinafter referred to as a water meter pump station, for purposes of ingress and egress, on, over and through those certain lands located within the following property in Jefferson County, Texas.

Being a 0.072 acre tract of land situated in the out of the Dennis Gahagan League, Abstract 1213 Jefferson County, Texas and which is described in more particularity in Exhibits "A" and "B" attached hereto.

It is understood and agreed that this meter pump station easement does not and shall not extend generally for the use of the public, but is limited to and for the use of the GRANTEE, its successors and assigns, for its agents and employees, and for persons, firms and corporations doing work for said GRANTEE, its successors and assigns.

It is understood that this easement is given in conjunction with the pipeline easement being granted by Jefferson County, Texas to Sabine Pass Liquefaction LLC which was executed on the ____ day of _____, 2014.

GRANTEE agrees to restore the subject access route/roadway and property as is necessary to correct any damage resulting from GRANTEE'S use. Said restoration shall be to as good or better condition than pre-existed GRANTEE'S use.

GRANTEE hereby releases, indemnifies and holds GRANTOR harmless of and from any and all damages and expenses for loss or injury to persons or property that may be caused by GRANTEE, its employees, representatives, agents or contractors and sub-contractors while performing its activities on or about GRANTOR'S premises. **GRANTEE, SHALL INDEMNIFY AND HOLD JEFFERSON COUNTY, TEXAS, GRANTOR, HARMLESS OF AND FROM ANY**

AND ALL CLAIMS, SUITS, OR CAUSES OF ACTION FOR INJURY,DAMAGES AND/OR DEATH ARISING FROM GRANTEE'S USE OF OR PRESENCE ON THE EASEMENT OR OTHER ADJACENT PROPERTY OF GRANTOR.THIS INDEMNITY AGREEMENT EXTENDS TO AND INDEMNIFIES GRANTOR/INDEMNITEE FOR THE INDEMNITEE'S OWN NEGLIGENCE.

This grant shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, assigns, successors, executors, and legal representatives.

IN WITNESS WHEREOF, GRANTOR has executed this instrument on this the _____ day of _____, 2014.

GRANTOR:

JEFFERSON COUNTY, TEXAS

By: _____
Jeff R. Branick, County Judge

STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

BEFORE, ME the undersigned authority, on this day personally appeared, **Jeff R. Branick, County Judge of Jefferson County, Texas**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this_____ day of _____, 2014.

_____
Notary Public in and for the State of Texas

GRANTEE:

_____

Deloris Prince, Mayor of Port Arthur, Texas

STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

BEFORE ME, the undersigned authority, on this day personally appeared, **Deloris Prince, Mayor of Port Arthur, Texas** known to me to be the person name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of _____**, 2014.**

_____

Notary Public in and for the State of Texas

ARCENEAUX WILSON & COLE LLC
Engineering • Surveying • Planning

DESCRIPTION OF A TRACT OF LAND CONTAINING 1.857 ACRES OF LAND, MORE OR LESS, OUT OF THE DENNIS GAHAGAN LEAGUE, ABSTRACT 123 JEFFERSON COUNTY, TEXAS FOR A WATERLINE EASEMENT

Being a 1.857 acres tract of land in the Dennis Gahagan League, Abstract 123, a portion of that certain tract of land (called "13.497 acres") described in that certain instrument to Jefferson County, Texas of record under Clerk's File No. 2000014412 in the Official Public Records of Jefferson County, Texas, a portion of that certain tract of land (called "2.94 acres") designated "Tract 2" and described in that certain instrument to Jefferson County, Texas of record under Clerk's File No. 9512741 in the Official Public Records of Jefferson County, Texas, and a portion of that certain tract of land (called "0.40 acre") designated "Tract 3" and described in that certain instrument to Jefferson County, Texas of record under Clerk's File No. 9512741 in the Official Public Records of Jefferson County, Texas, and being more particularly described by metes and bounds as follows:

FOR LOCATIVE PURPOSES COMMENCING at a TxDoT monument found for an angle point in the south right-of-way line of Texas State Highway 82, and north line of the said 13.497 acres tract of land, the said TxDoT monument having a State Plane Coordinate value of N 13,860,347.50 and E 3,585,618.89;

THENCE North 77 deg. 22 min. 02 sec. East, along and with the said south right-of-way line of State Highway 82 and north line of the 13.497 acres tract of land, a total distance of 197.51 feet to a 1/2" steel rod with yellow plastic cap marked "AWC LLC" set for a corner and for reference, and having a State Plane Coordinate value of N 13,860,390.63 and E 3,585,811.62;

THENCE South, 49.72 feet to a 1/2" steel rod with yellow plastic cap marked "AWC LLC" set for the most northerly northwest corner and **POINT OF BEGINNING** of the herein described tract of land, said corner having a State Plane Coordinate value of N 13,860,340.91 and E 3,585,811.62;

THENCE East, over and across the said 13.497 acres tract of land, a total distance of 20.00 feet to a 1/2" steel rod with yellow plastic cap marked "AWC LLC" set for the most northerly northeast corner of the said herein described tract of land, said corner having a State Plane Coordinate value of N 13,860,340.91 and E 3,585,831.62;

THENCE South, continuing over and across the said 13.497 acres tract of land, a total distance of 291.57 feet to a 1/2" steel rod with yellow plastic cap marked "AWC LLC" set for an angle point corner of the said herein described tract of land, said corner having a State Plane Coordinate value of N 13,860,049.34 and E 3,585,831.62;

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THENCE South 45 deg. 00 min. 00 sec. East, continuing over and across the said 13.497 acres tract of land, a total distance of 14.29 feet to a 1/2" steel rod with yellow plastic cap marked "AWC LLC" set for an angle point corner of the said herein described tract of land, said corner having a State Plane Coordinate value of N 13,860,039.24 and E 3,585,841.72;

THENCE East, continuing over and across the said 13.497 acres tract of land, a total distance of 334.70 feet to a 1/2" steel rod with yellow plastic cap marked "AWC LLC" set for an angle point corner of the said herein described tract of land, said corner having a State Plane Coordinate value of N 13,860,039.24 and E 3,586,176.42;

THENCE South 64 deg. 21 min. 16 sec. East, continuing over and across the said 13.497 acres tract of land, at a distance of 510.18 feet passing a 1/2" steel rod with yellow plastic cap marked "AWC LLC" set for a reference point and continuing a total distance of 610.18 feet to a point in the southeasterly line of the said 2.94 acres tract of land for the most easterly corner of the said herein described tract of land, said corner having a coordinate value of N 13,859,775.15 and E. 3,586,726.49;

THENCE South 31 deg. 06 min. 31 sec. West, along and with the said southeasterly line of the 2.94 acres tract of land, a total distance of 24.00 feet to an angle point corner in the said southeasterly line of the said 2.94 acres tract of land;

THENCE continuing along and with the said southeasterly line of the said 2.94 acres tract of land the following courses:

North 45 deg. 18 min. 32 sec. West, a total distance of 17.75 feet;
North 71 deg. 39 min. 53 sec. West, a total distance of 36.75 feet;
North 88 deg. 49 min. 23 sec. West, a total distance of 39.17 feet to a point for the most easterly corner of the herein before said 0.40 acre tract of land, an angle point corner in the said southeasterly line of the 2.94 acres tract of land and an angle point corner of the said herein described tract of land;

THENCE South 61 deg. 28 min. 12 sec. West, along and with the southeasterly line of the said 0.40 acre tract of land, a total distance of 75.23 feet to a point for a southerly corner of the said herein described tract of land, the said corner having a coordinate value of N 13,859,743.52 and E. 3,586,561.33;

THENCE North 64 deg. 21 min. 16 sec. West, over and across the said 0.40 acre tract of land and continuing over and across the said 13.497 acres tract of land, at a distance of 100.00 feet passing a 1/2" steel rod with yellow plastic cap marked "AWC LLC" set for reference point and continuing a total distance of 544.64 feet to a 1/2" steel rod with yellow plastic

Arceneaux Wilson & Cole
AWC Engineering Surveying Planning

cap marked "AWC LLC" set for an angle point corner of the said herein described tract of land, said corner having a State Plane Coordinate value of N 13,859,979.24 and E 3,586,070.34;

THENCE West, continuing over and across the said 13.497 acres tract of land, a total distance of 239.40 feet to a 1/2" steel rod with yellow plastic cap marked "AWC LLC" set for an angle point corner of the said herein described tract of land, said corner having a State Plane Coordinate value of N 13,859,979.24 and E 3,585,830.95;

THENCE North 45 deg. 00 min. 00 sec. West, continuing over and across the said 13.497 acres tract of land, a total distance of 27.33 feet to a 1/2" steel rod with yellow plastic cap marked "AWC LLC" set for an angle point corner of the said herein described tract of land, said corner having a State Plane Coordinate value of N 13,859,998.56 and E 3,585,811.62;

THENCE North, continuing over and across the said 13.497 acres tract of land, a total distance of 342.34 feet returning back to the **POINT OF BEGINNING** and containing 1.857 acres of land, more or less.

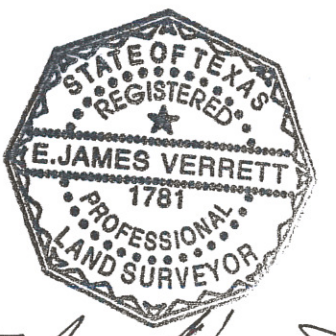
TOGETHER WITH TEMPORARY WORKSPACE EASEMENT-A containing 0.423 acre of land, more or less, and TEMPORARY WORKSPACE EASEMENT-B containing 0.549 acre of land, more or less, as indicated on the accompanying Plat.

TOGETHER WITH Park Road (to be used for non-exclusive temporary construction access)

Dimensions indicated hereon are based upon G.P.S. surveying, tied to the Trimble RTK Network, referenced to the (NAD 1983) Texas State Plane Coordinate System, South Central Zone (4204).

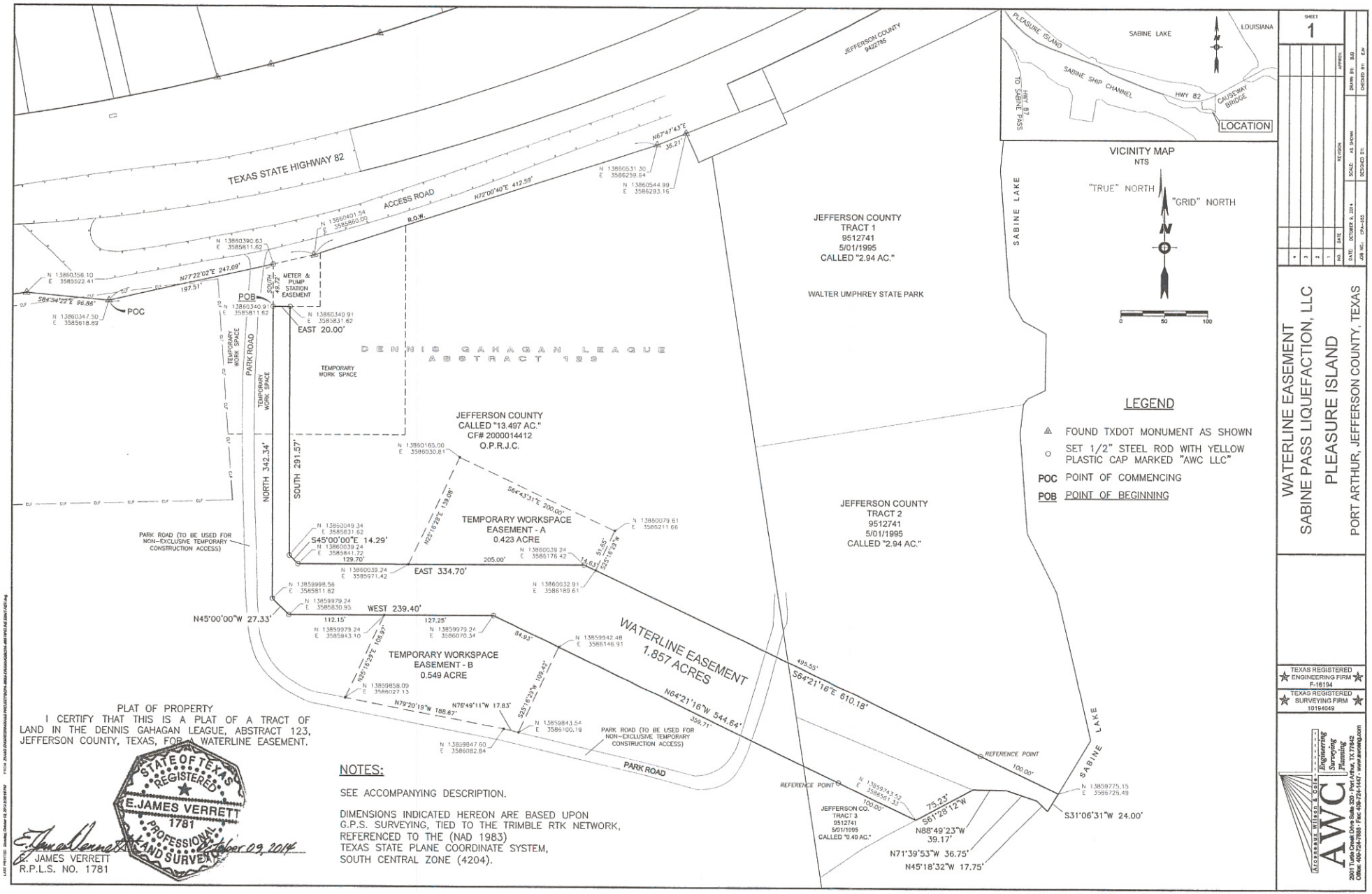
NOTE: See accompanying Plat.

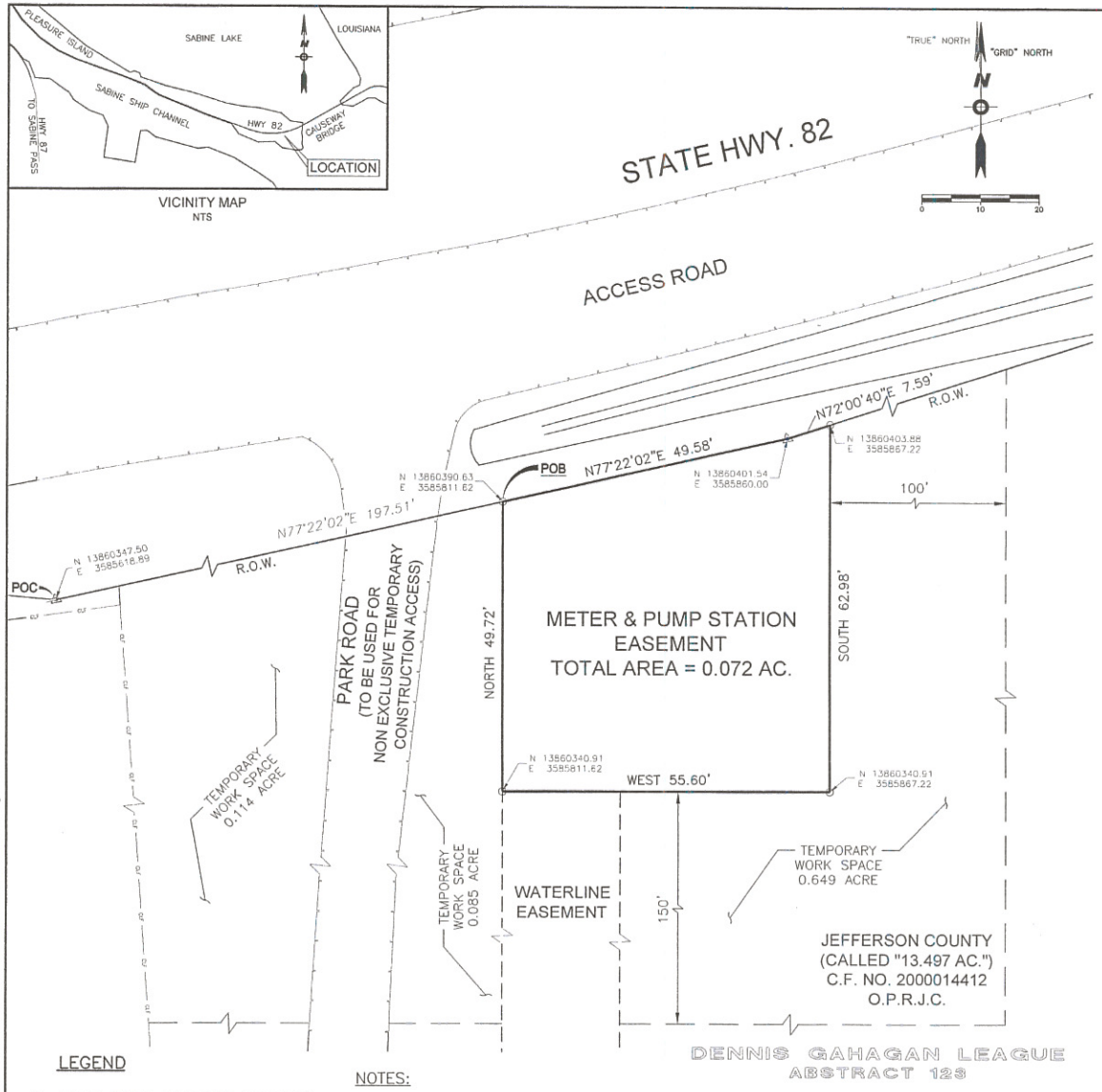
Prepared: October 9, 2014



E. James Verrett, R.P.L.S. No.1781

Job No. CPA-665


TEXAS STATE HIGHWAY 82
ACCESS ROAD
R.O.W.
JEFFERSON COUNTY 9422785
N67°47'43"E 36.21'
N72°00'40"E 412.59'
N 13860531.30 E 3586259.64
N 13860544.99 E 3586293.16
N 13860401.54 E 3585860.05
N 13860390.63 E 3585811.62
N77°22'02"E 247.09'
197.51'
SOUTH 49.72'
METER & PUMP STATION EASEMENT
N 13860356.10 E 3585522.41
S84°54'22"E 96.86'
POC
N 13860347.50 E 3585618.89
POB
N 13860340.91 E 3585811.62
N 13860340.91 E 3585831.62
EAST 20.00'
TEMPORARY WORK SPACE
PARK ROAD
TEMPORARY WORK SPACE
TEMPORARY WORK SPACE
DENNIS GAHAGAN LEAGUE
ABSTRACT 123
JEFFERSON COUNTY
CALLED "13.497 AC."
CF# 2000014412
O.P.R.J.C.
N 13860165.00 E 3586030.81
S64°43'31"E 200.00'
NORTH 342.34'
SOUTH 291.57'
N25°16'29"E 139.08'
TEMPORARY WORKSPACE EASEMENT - A
0.423 ACRE
N 13860049.34 E 3585831.62
S45°00'00"E 14.29'
N 13860039.24 E 3585841.72
129.70'
205.00'
N 13860039.24 E 3585971.42
EAST 334.70'
N 13860039.24 E 3586176.42
14.63'
S25°16'29"W 51.85'
N 13860079.61 E 3586211.66
N 13860032.91 E 3586189.61
PARK ROAD (TO BE USED FOR NON-EXCLUSIVE TEMPORARY CONSTRUCTION ACCESS)
N 13859998.56 E 3585811.62
N 13859979.24 E 3585830.95
WEST 239.40'
N45°00'00"W 27.33'
112.15'
127.25'
N 13859979.24 E 3585943.10
N 13859979.24 E 3586070.34
N25°16'29"E 109.97'
84.93'
N 13859942.48 E 3586146.91
TEMPORARY WORKSPACE EASEMENT - B
0.549 ACRE
WATERLINE EASEMENT
1.857 ACRES
N64°21'16"W 544.64'
358.21'
S64°21'16"E 610.18'
495.55'
N 13859858.09 E 3586027.13
N79°20'19"W 188.67'
N76°49'11"W 17.83'
S25°16'29"W 109.42'
N 13859843.54 E 3586100.19
N 13859847.60 E 3586082.84
PARK ROAD (TO BE USED FOR NON-EXCLUSIVE TEMPORARY CONSTRUCTION ACCESS)
PARK ROAD
REFERENCE POINT
100.00'
REFERENCE POINT
N 13859743.52 E 3586561.33
100.00'
JEFFERSON CO. TRACT 3 9512741 5/01/1995 CALLED "0.40 AC."
75.23'
S61°28'12"W
N88°49'23"W 39.17'
N71°39'53"W 36.75'
N45°18'32"W 17.75'
S31°06'31"W 24.00'
N 13859775.15 E 3586726.49
SABINE LAKE
JEFFERSON COUNTY TRACT 1 9512741 5/01/1995 CALLED "2.94 AC."
WALTER UMPHREY STATE PARK
JEFFERSON COUNTY TRACT 2 9512741 5/01/1995 CALLED "2.94 AC."
SABINE LAKE
PLEASURE ISLAND
SABINE LAKE
LOUISIANA
SABINE SHIP CHANNEL
HWY 82
CAUSEWAY BRIDGE
HWY 87 TO SABINE PASS
LOCATION
VICINITY MAP
NTS
"TRUE" NORTH
"GRID" NORTH
0 50 100
LEGEND
FOUND TXDOT MONUMENT AS SHOWN
SET 1/2" STEEL ROD WITH YELLOW PLASTIC CAP MARKED "AWC LLC"
POC POINT OF COMMENCING
POB POINT OF BEGINNING
NOTES:
SEE ACCOMPANYING DESCRIPTION.
DIMENSIONS INDICATED HEREON ARE BASED UPON G.P.S. SURVEYING, TIED TO THE TRIMBLE RTK NETWORK, REFERENCED TO THE (NAD 1983) TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204).
PLAT OF PROPERTY
I CERTIFY THAT THIS IS A PLAT OF A TRACT OF LAND IN THE DENNIS GAHAGAN LEAGUE, ABSTRACT 123, JEFFERSON COUNTY, TEXAS, FOR A WATERLINE EASEMENT.
STATE OF TEXAS REGISTERED E. JAMES VERRETT 1781 PROFESSIONAL LAND SURVEYOR
E. JAMES VERRETT
R.P.L.S. NO. 1781
October 09, 2014
SHEET 1
WATERLINE EASEMENT
SABINE PASS LIQUEFACTION, LLC
PLEASURE ISLAND
PORT ARTHUR, JEFFERSON COUNTY, TEXAS
DATE: OCTOBER 9, 2014
SCALE: AS SHOWN
DRAWN BY: BJB
CHECKED BY: EJV
TEXAS REGISTERED ENGINEERING FIRM F-16194
TEXAS REGISTERED SURVEYING FIRM 10194049
AWC
Engineering Surveying Planning
2901 Turtle Creek Drive Suite 320 • Port Arthur, TX 77642
Office: 409-724-7083 • Fax: 409-724-1447 • www.awcengr.com



LEGEND

- ⚠ FOUND TXDOT MONUMENT AS SHOWN
- ○ SET 1/2" STEEL ROD WITH YELLOW PLASTIC CAP MARKED "AWC LLC"
- POC POINT OF COMMENCING
- POB POINT OF BEGINNING

NOTES:

SEE ACCOMPANYING DESCRIPTION

DIMENSIONS INDICATED HEREON ARE BASED UPON G.P.S. SURVEYING, TIED TO THE TRIMBLE RTK NETWORK, REFERENCED TO THE (NAD 1983) TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204).

METES AND BOUNDS DESCRIPTION

BEING A 0.072 ACRE TRACT OF LAND IN THE DENNIS GAHAGAN LEAGUE, ABSTRACT 123 AND BEING A PORTION OF THAT CERTAIN TRACT OF LAND (CALLED "13.497 ACRES") DESCRIBED IN THAT CERTAIN INSTRUMENT TO JEFFERSON COUNTY, TEXAS OF RECORD UNDER CLERK'S FILE NO. 200014412 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

FOR LOCATIVE PURPOSES COMMENCING A TXDOT MONUMENT FOUND IN THE SOUTH RIGHT-OF-WAY LINE OF TEXAS STATE HIGHWAY 82, A POINT OF INTERSECTION IN THE NORTH LINE OF SAID "13.497 ACRE" TRACT OF LAND, SAID MONUMENT HAVING A STATE PLANE COORDINATE VALUE OF N 13,860,347.50 AND E 3,585,618.89;

THENCE NORTH 77 DEG. 22 MIN. 02 SEC. EAST, ALONG AND WITH THE SAID SOUTH RIGHT-OF-WAY LINE, A TOTAL DISTANCE OF 197.51 FEET TO A 1/2" STEEL ROD WITH YELLOW PLASTIC CAP MARKED "AWC LLC" SET FOR THE NORTHWEST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND, SAID CORNER HAVING A STATE PLANE COORDINATE VALUE OF N 13,860,390.63 AND E 3,585,811.62;

THENCE CONTINUING NORTH 77 DEG. 22 MIN. 02 SEC. EAST, ALONG AND WITH THE SAID RIGHT-OF-WAY LINE, A TOTAL DISTANCE OF 49.58 FEET TO A TXDOT MONUMENT FOUND FOR AN ANGLE POINT CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, SAID CORNER HAVING A STATE PLANE COORDINATE VALUE OF N 13,860,401.54 AND E 3,585,860.00;

THENCE NORTH 72 DEG. 00 MIN. 40 SEC. EAST, CONTINUING ALONG AND WITH THE SAID RIGHT-OF-WAY LINE, A TOTAL DISTANCE OF 7.59 FEET TO A 1/2" STEEL ROD WITH YELLOW PLASTIC CAP MARKED "AWC LLC" SET FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, SAID CORNER HAVING A STATE PLANE COORDINATE VALUE OF N 13,860,403.88 AND E 3,585,867.22;

THENCE SOUTH, OVER AND ACROSS SAID 13.497 ACRES TRACT OF LAND, A TOTAL DISTANCE OF 62.98 FEET TO A 1/2" STEEL ROD WITH YELLOW PLASTIC CAP MARKED "AWC LLC" SET FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, SAID CORNER HAVING A STATE PLANE COORDINATE VALUE OF N 13,860,340.91 AND E 3,585,867.22;

THENCE WEST, CONTINUING OVER AND ACROSS SAID 13.497 ACRES TRACT OF LAND, A TOTAL DISTANCE OF 55.60 FEET TO A 1/2" STEEL ROD WITH YELLOW PLASTIC CAP MARKED "AWC LLC" SET FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, SAID CORNER HAVING A STATE PLANE COORDINATE VALUE OF N 13,860,340.91 AND E 3,585,811.62;

THENCE NORTH, CONTINUING OVER AND ACROSS SAID 13.497 ACRES TRACT OF LAND, A TOTAL DISTANCE OF 49.72 FEET RETURNING BACK TO THE POINT OF BEGINNING AND CONTAINING A TOTAL AREA OF 0.072 ACRE OF LAND, MORE OR LESS.

TOGETHER WITH TEMPORARY WORKSPACE EASEMENTS CONTAINING 0.649 ACRE OF LAND, 0.085 ACRE OF LAND AND 0.114 ACRE OF LAND, MORE OR LESS.

TOGETHER WITH PARK ROAD (TO BE USED FOR NON-EXCLUSIVE TEMPORARY CONSTRUCTION ACCESS).

PLAT OF PROPERTY

I CERTIFY THAT THIS IS A PLAT OF A TRACT OF LAND IN THE DENNIS GAHAGAN LEAGUE, ABSTRACT 123, JEFFERSON COUNTY, TEXAS, FOR A METER AND PUMP STATION EASEMENT.

STATE OF TEXAS
REGISTERED
E. JAMES VERRETT
1781
PROFESSIONAL
LAND SURVEYOR

E. James Verrett — October 09, 2014

E. JAMES VERRETT — DATE
R.P.L.S. NO. 1781

SHEET 1

NO.	DATE	REVISION	APPROV.
1			
2			
3			
4			

DATE: OCTOBER 9, 2014 | SCALE: 1" = 20' | DRAWN BY: BB | CHECKED BY: EJV
JOB NO.: DFH-665 | TECHNICIAN:

METER & PUMP STATION EASEMENT
CITY OF PORT ARTHUR
JEFFERSON COUNTY, TEXAS

TEXAS REGISTERED ENGINEERING FIRM F-10194
TEXAS REGISTERED SURVEYING FIRM 10194049

Architecture Wilson & Cole
AWC Engineering Surveying Planning
2901 Turtle Creek Drive Suite 320 • Port Arthur, Texas 77642
Office: 409-724-7888 • Fax: 409-724-1447 • www.awcengr.com

AGENDA ITEM **November 17, 2014**

Consider, possibly approve and authorize the County Judge to execute a Permanent Easement between Jefferson County, Texas and Sabine Pass Liquefaction LLC for a waterline pipeline easement at Walter Umphrey State Park, Mesquite Point.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PERMANENT EASEMENT AGREEMENT

This Permanent Easement Agreement ("Agreement"), dated _____, is between Jefferson County, whose mailing address is **1149 Pearl Street, Beaumont, Texas 77701-3321** (hereinafter referred to as "Grantor", whether one or more), and **Sabine Pass Liquefaction LLC.,**, whose mailing address is 700 Milam Suite 800, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby does forever GRANT, BARGAIN, SELL and CONVEY unto Grantee a non-exclusive free and unobstructed permanent easement as described in **Exhibit "A"** and **Exhibit "B"** in order to construct, operate and maintain two (2) water pipelines, not to exceed twenty-four inches (24") in nominal pipe diameter (the "Pipeline") and any appurtenant facilities in, over, through, across, under, and along land owned by the Grantor described in the attached **Exhibits "A" and "B"** (the "Permanent Easement"), attached hereto.

Grantor also hereby GRANTS, BARGAINS, SELLS and CONVEYS unto Grantee a temporary construction easement and additional temporary workspace immediately adjacent to the Permanent Easement area (collectively, the "Temporary Easement"), at such locations as substantially shown on the attached **Exhibits "A and "B",** in order to construct the Pipeline in, over, through, across, under, and along the property , and to otherwise exercise the rights granted to Grantee provided herein. The term of the Temporary Easement shall be for a period to extend twelve (12) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Easement prior to the twelve (12) month period and so states in writing, then the Temporary Easement shall immediately terminate. All rights, duties and/or obligations arising by or under this Agreement shall only apply to the Temporary Easement while same is in effect. The Permanent Easement and Temporary Easement (collectively, the "Easements") lie and are located in lands owned by Grantor described as follows:

> 1.857 acres tract of land in the Dennis Gahagan League, Abstract 123 and being a portion of that certain tract of land (called 13.497 acres) described in that certain instrument to Jefferson County, Texas of record under Clerk's File No. 200014412 of the Official Public Records of said County and which is more particularly described on Exhibits A and B attached hereto and incorporated herein.

It is further agreed as follows:

1. The right to use the Easements shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, surveying, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of water, together with above- and below-ground appurtenances as may be necessary or desirable for the operation of the Pipeline.

2. Grantee shall bury the Pipeline to a minimum depth of forty-eight inches (48") below the surface of the ground and any then-existing drainage ditches, creeks and roads, except at those locations where rock is encountered, the Pipeline may be buried at a lesser depth.

3. Grantee shall have the right to select the exact location of the Pipeline within the Permanent Easement. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for the Pipeline and appurtenant facilities related to this pipeline project.

4. The consideration paid by Grantee in this Agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's remaining property and for reasonably anticipated damages caused to the surface of Grantor's lands within the Easements during the initial construction of the Pipeline and related facilities. The consideration includes Grantee's provision of construction materials necessary to construct a parking lot located at the Walter Umphrey State Park Keith Lake Unit to comply with a drawing prepared by the Jefferson County Engineering Department. Grantee will provide materials which will include: 1) 17624 S.Y of BX 1300 Geogrid, 2) 2937 C.Y. of flexible base 6" thick, 3)17624 S.Y. of chip Seal surfacing (2 layers of ½" thick, 18329 gallons of CRSl-2P asphalt emulsion, 441 tons of Aggregate (1/2" sieve size), 4) 64 each Timber Bollards (assume 6" diameter x 8.) The initial consideration includes all damages to Grantor (or, if leased, to Grantor's tenant) caused to trees currently growing on the Easements. The initial consideration does not cover any damages which may accrue after initial construction of the Pipeline to Grantor's other lands or the Permanent Easement from time to time by reason of the operation, maintenance, repair, alteration and/or servicing of the Pipeline, or any other damages for loss, injury, or death of Grantor's (or, if leased, to Grantor's tenant's), injury or death is due to Grantee's exercise of any right under this Agreement. Grantee shall pay Grantor for any and all other such reasonable damages promptly as they may accrue.

5. Grantee shall have the right of unimpaired ingress, egress, entry and access in, to, through, on, over, under, and across the Easements and where same intersects any public road or public right-of-way or other easement to which Grantee has the right to access and along any roads designated by Grantor, for any and all purposes necessary and/or incident to the exercise by the Grantee of the rights granted to it by this Agreement. Grantee shall promptly repair any damage to Grantor's roads caused by Grantee so as to maintain the roads in as good or better condition as existed prior to use by Grantee.

6. Grantee will, insofar as reasonably practicable, level, re-grade and reseed the ground disturbed by Grantee's use of the Easements and will construct and maintain soil conservation devices on the Easements immediately after the initial disturbance of the soil and maintain throughout construction as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from construction of the Pipeline.

7. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor may not use any part of the Easements if such use may damage, destroy, injure, and/or interfere with Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee. Without limiting the foregoing, Grantor is expressly not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct any temporary or permanent building or site improvements; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above- or below-ground obstruction that may interfere with the purposes for which the Easements are being acquired may be placed, erected, installed or permitted upon the Easements without the written permission of Grantee. Grantor's authorized uses may include, but shall not be limited to a parking lot, open space, set-back, density, street and roadway purposes; provided that Grantor shall not construct any improvements on the Permanent Easement that would unreasonably interfere with Grantee's exercise of the rights herein conveyed. Grantor is permitted, after review and written approval by Grantee, to construct, reconstruct or maintain any and all streets, roads and utilities (including, but not limited to, water, sewer, gas, electric, cable TV, telephone or other utility lines) at any angle of not less than forty five (45) degrees to Grantee's Pipeline over and across the Permanent Easement at such place or places as Grantor may select which do not damage, destroy or alter the operation of the Pipeline and its appurtenant facilities and provided that all of Grantee's required and applicable spacing, including depth separation limits and other protective requirements (including Cathodic protection) are met by Grantor. The use of the Permanent Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Permanent Easement. Grantor must notify Grantee in writing of its intention to install any such encroachments. In the event the terms of this paragraph are violated, Grantor shall have thirty (30) days in which to eliminate such violation upon receipt of written notice from Grantee, except in case of emergency when Grantee shall have the right to immediately correct or eliminate such violation without liability to Grantor for damages.

8. Grantee has the right to mow the Permanent Easement and to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with the operation of the Pipeline, to remove possible hazard thereto and to comply with governmental regulations, and the right to remove or prevent the construction of, any and all buildings, structures,

reservoirs or other obstructions on the Permanent Easement which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the Pipeline and appurtenant facilities or conflict with governmental regulations. All trees, brush and other debris caused by construction shall be burned and/or chipped and spread on the Easements or removed to an authorized disposal site. Grantee shall select the method of disposal. Grantee shall not be liable for damages to any tree, brush or tree limbs upon the permanent easement as a result of its exercise of its rights under this paragraph.

9. Grantor shall retain all the oil, gas, and other minerals in, on and under the Permanent Easement; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Permanent Easement, but it will be permitted to extract the oil and other minerals from and under the Permanent Easement by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Permanent Easement for the purposes for which the permanent easement is being sought by Grantee.

10. Grantee shall have the right to remove any fence which now crosses or may cross the Easements during initial construction of the Pipeline. Prior to cutting any fence, however, Grantee shall brace the existing fence to be cut adequately on both sides of the proposed cut by suitable H-braces to prevent the remainder of the fence from sagging. Before the fence wire is cut, it is to be attached to the posts in a manner that there will be no slackening of or damage to the wire. Each such wire gap is to be reinforced so as to be strong enough to prevent livestock from passing through same. Upon completion of initial construction operations, each wire gap will be removed and a permanent gate installed, which gate shall, to the extent reasonably practicable, be constructed out of similar or better grade materials than already used for existing gates on the property. Upon completion of initial construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee will restore all fences cut during construction as nearly as possible to as good, or better, condition as they were prior to the construction of the Pipeline. Each entry and exit gate shall be securely closed and locked, except when Grantee or its authorized personnel are actually passing through same, so that cattle, horses and/or other livestock located on the remainder portion of Grantor's property cannot stray from the fenced pastures. Grantee and Grantor shall have the right to install locks on the gates so as to allow access to each party.

11. Grantee agrees that, after completion of initial construction or in the event Grantee's operation, maintenance, repair, alteration and/or servicing of the Pipeline disturbs the surface of the Permanent Easement, Grantee will restore the surface of the Permanent Easement, as much as is reasonably practicable, to the condition that existed prior to such use of the Permanent Easement, except to the extent that the surface may be permanently modified by such construction, maintenance, repair, alteration and/or servicing of the Pipeline. Grantee shall restore any surface area of the Temporary Easement disturbed during initial construction, as much as is reasonably practicable, to the condition that existed immediately preceding Grantee's use of the Temporary Easement, except to the extent that the surface may be permanently modified by Grantee's permitted use of the Temporary Easement as set forth in this Agreement.

12. The undersigned warrant that he/she/they/it is/are the owner(s) of the property herein described and have authority to execute this Agreement on behalf of the parties to this Agreement.

13. Cathodic protection test stations, if necessary for the operation of the Pipeline, as determined by Grantee, may be placed by Grantee at the junction of the Permanent Easement and the fence lines on Grantor's property and at any other location required by law.

14. The rights granted to Grantee in this Agreement may be assigned, in whole or in part, to one or more assignees, in which event Grantor acknowledges and agrees that the assignee shall succeed to the rights and obligations of Grantee to the extent conveyed in such assignment. The Permanent Easement shall be perpetual.

15. This Agreement shall be interpreted in accordance with the laws of the state of Texas and all applicable federal laws (without regard to any conflicts-of-law rule or principle that would require the application of same to the laws of another jurisdiction).

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon their respective heirs, representatives, successors and assigns. Facsimile signatures shall be deemed as an original signature by the enforcing party, but Grantor shall deliver at least one (1) original signature to Grantee for recording purposes.

17. This Agreement contains the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of the Agreement. Grantor confirms and agrees that Grantor has been made no promise or agreement by Grantee or any agent of Grantee that is not expressed or referenced specifically within the Agreement in executing the Agreement, that Grantor is not relying upon any statement or representation of Grantee or any agent of Grantee and that Grantor's execution of this Agreement is free and voluntary; this Agreement may not be modified or amended except on or after the date hereof by a writing signed by the other party against whom such modification or amendment is to be enforced and no party shall be liable or bound to any other party in any manner except as specifically set forth herein.

18. Any and all notices to which the parties shall be entitled hereunder or under any law, statue, rule, regulation, order, ordinance or policy of any governmental agency or entity having jurisdiction of the subject matter for which this Agreement is granted, shall be deemed delivered when the same has been placed in the U.S. Mail in a properly stamped envelope or other appropriate mail container, addressed to the addresses shown above, bearing the adequate amount of postage to result in delivery of same to the address shown thereon, and sent by certified mail, return receipt requested, to the party to whom such notice is given. In the alternative, either party may give such notice by United Parcel Service (UPS), Federal Express or other similar national expedited mail service guaranteeing not later than two (2) day delivery of any such letter or notice to the addresses provided for herein. Grantor and Grantee designate the following persons, addresses and telephone numbers for all notices and information. Such persons, addresses, and telephone numbers may be changed by the respective party by delivering written notice of such change to the other party.

19. The location of the permanent Easement, as determined by Grantee, shall be within the approximate area described in Exhibit A and B, unless otherwise agreed in writing by Grantor. Grantor does hereby authorize Grantee to file an as built plat of record describing the final location of the centerline of the permanent Easement and the related workspace. If Grantee requires additional work space and/or easement or the final survey of the Easements increases the size of the Easements, then an additional payment shall be made to the Grantor on a pro rata basis. If the final survey does not increase the size of the Easements or include additional work space/easements, then Grantor shall retain all funds paid to it by Grantee with no refund required.

20. Grantor and Grantee shall execute and deliver any instruments and documents and take such action as may be necessary or reasonably requested or required by the other party to give full force and effect to this Agreement and to carry out its intent.

21. If, at any time after five years from the date hereof, Grantee should abandon all of the rights granted herein for said Pipeline and appurtenances constructed upon said land and if such abandonment should continue for a continuous twenty-four (24) month period, this Agreement shall ipso facto terminate and revert to Grantor, his heirs, legal representatives, and assigns, provided, however, such time shall be extended for such period of time that Grantee is unable to exercise his rights granted hereunder because of Force Majeure. Force Majeure shall be any event beyond the reasonable control of Grantee in the exercise of due diligence. Grantee shall have the right for two years following any termination of this Agreement to remove its pipe, valves and all other property. Following the expiration of such period, any such property remaining on said land shall be and become the property of Grantor.

22. GRANTEE SHALL DEFEND, INDEMNIFY, PROTECT AND HOLD HARMLESS GRANTOR, GRANTOR'S HEIRS, SUCCESSORS, ASSIGNS, TRANSFEREES, EMPLOYEES, AGENTS, LESSEES, CONTRACTORS, SUBCONTRACTORS, AS WELL AS TRUSTEES, BENEFICIARIES, RELATIVES, PARTNERS, OFFICERS, DIRECTORS AND RELATED OR AFFILIATED ENTITIES(THE "INDEMNIFIED PARTIES")FROM ANY AND ALL LIENS, CLAIMS, DEMANDS, COSTS (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ACCOUNTANT'S FEES, ENGINEER'S FEES, CONSULTANT'S FEES AND EXPERT'S FEES), EXPENSES, DAMAGES, LOSSES AND CAUSES OF ACTION FOR DAMAGES (COLLECTIVELY, "LOSSES") BECAUSE OF INJURY TO PERSONS (INCLUDING DEATH) AND INJURY

OR DAMAGE TO OR LOSS OF ANY PROPERTY OR IMPROVEMENTS ARISING FROM OR CAUSED BY THE ACTS AND/OR OMISSIONS OF GRANTEE, EXCEPT TO THE EXTENT SUCH LOSSES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF GRANTEE .

GRANTEE SHALL ALSO INDEMNIFY, DEFEND AND HOLD HARMLESS GRANTOR, GRANTOR'S HEIRS, SUCCESSORS, ASSIGNS, TRANSFEREES, EMPLOYEES, AGENTS, LESSEES, CONTRACTORS, SUBCONTRACTORS, AS WELL AS TRUSTEES, BENEFICIARIES, RELATIVES, PARTNERS, OFFICERS, DIRECTORS AND RELATED OR AFFILIATED ENTITIES FROM AND AGAINST ANY LOSSES ARISING FROM THE IMPOSITION OR RECORDING OF A LIEN BY THROUGH, OR UNDER GRANTEE FROM AND/OR IN CONNECTION WITH OR RESULTING FROM GRANTEE'S OPERATIONS ON GRANTOR'S LANDS, THE INCURRING OF COSTS OF REQUIRED REPAIRS, CLEAN UP, OR DETOXIFICATION AND REMOVAL UNDER ANY HAZARDOUS MATERIAL LAW WHICH MAY RESULT FROM GRANTEE'S ACTS OR OMISSIONS ON GRANTOR'S LANDS. GRANTEE IS NEITHER AN AGENT NOR AN EMPLOYEE OF GRANTOR, AND GRANTOR SHALL HAVE NO RESPONSIBILITY TO INSPECT OR OVERSEE GRANTEE'S OPERATIONS NOR TO INDEMNIFY OR CORRECT ANY POTENTIALLY HARMFUL, DANGEROUS OR DAMAGING CONDITIONS. IN THE EVENT THAT GRANTEE'S OPERATIONS RESULT IN A VIOLATION OF ANY RULES AND REGULATIONS OF ANY STATE OR FEDERAL REGULATORY AUTHORITY, GRANTEE AGREES TO SATISFY THE REQUIREMENTS OF SUCH AGENCY AND PROVIDE GRANTOR WITH A CERTIFICATE FROM SUCH AGENCY REFLECTING THAT GRANTEE HAS SATISFIED THE REQUIREMENTS OF SUCH AGENCY OR A LETTER EVIDENCING THAT NO FURTHER ACTION IS REQUIRED.

SPECIFICALLY EXCLUDED FROM THE FOREGOING INDEMNITIES IS ANY CLAIM FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OR ANY CLAIM FOR THE DISCOVERY OF ADVERSE ENVIRONMENTAL CONDITIONS NOT CAUSED BY THE ACTS OR OMISSIONS OF THE INDEMNIFIED PARTIES.

TO HAVE AND TO HOLD the rights, privileges and authority hereby granted unto the Grantee, its successors and assigns, forever, and Grantor does hereby agree to warrant and defend said Easements unto Grantee, its successors and assigns. This Agreement and all of its terms, provisions and obligations shall be covenants running with the land affected thereby and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns.

[Signature Page(s) Follow]

EXECUTED this _____ day of _____, 2014.

GRANTOR:

Jefferson County
By: _____
Name: _____
Title: _____

STATE OF _____ §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared_____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this_____ day of _____ 2014

_____
Notary Public in and for the State of _____

_____
Print Name of Notary Public

My Commission Expires: _____

Sabine Pass Liquefaction LLC

By: _____
Name:
Title:

STATE OF _____ §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared_____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this_____ day of _____ 2014

_____
Notary Public in and for the State of _____

_____
Print Name of Notary Public

My Commission Expires: _____

PLEASE RETURN RECORDED ORIGINAL TO:

SABINE PASS LIQUEFACTION, LLC
700 Milam Suite 800
Houston, Texas 77002

EXHIBIT "A"

EXHIBIT "B"

Arceneaux Wilson & Cole
AWC Engineering Surveying Planning

Arceneaux Wilson & Cole LLC

Consulting Engineers

2901 Turtle Creek Drive, Suite #320 Port Arthur, TX 77642
Phone: 409-724-7888 Fax: 409-724-1447
www.awceng.com

OCT 2014
Received
Jefferson County
Engineer's Office

LETTER OF TRANSMITTAL

DATE: **October 14, 2014**

PROJECT NO.: **CHE-040**

TO: **Jefferson Co. Engineering**
1149 Pearl Street, 5th Floor
Beaumont, TX 77701

ATTENTION: **Mr. Don Rao**

RE: **Pleasure Island Horizontal Directional Drill**

WE ARE SENDING YOU ☐ **Attached** ☐ **Under Separate Cover** **Via:** Hand Delivery **The following items:**

☐ Memo ☐ Monthly Invoice ☑ Plans ☐ Construction Documents

☑ Letter ☐ Change Order No.___ ☐ Form ☑ Other Application/Easements

COPIES	DATE	DESCRIPTION
1	10-14-14	Cover Letter
1	10-14-14	Pipeline Permit Application
1	10-14-14	Easement fro City of Port Arthur Meter Station
1	10-14-14	Easement for 12" and 24" Waterlines
1	10-14-14	Construction Plans for 12" and 24" Waterline

THESE ARE TRANSMITTED **as checked below:**

☑ For approval ☐ Approved as submitted ☐ Resubmit ____ copies for approval

☐ For your use ☐ Approved as noted ☐ Submit ____ copies for distribution

☐ As requested ☐ Returned for corrections ☐ Submit ____ corrected prints

☐ For review and comment Execute and return original

RECEIVED BY: _____

COMMENTS:

COPY TO: _____

SIGNED: Stephanie Morrell

ARCENEAUX WILSON & COLE LLC

Engineering • Surveying • Planning

October 14, 2014



Mr. Don Rao
Director
Jefferson County Engineering
1149 Pearl Street
Beaumont, Texas 77701

RE: PIPELINE PERMIT APPLICATION

Dear Don,

Attached is the Jefferson County Pipeline Permit Application for the Sabine Pass Liquefaction 12" and 24" Waterlines that will cross Walter Umphrey State Park, Mesquite Point Unit. Included with the permit application is a metes and bounds description of the easements for the 12" and 24" waterlines and the easement for the City of Port Arthur Meter Station. Also included is a complete set of construction drawings for the for the 12" and 24" waterlines.

In our previous meetings it was indicated that the Jefferson County would accept participation in construction of a parking lot at Walter Umphrey State Park Keith Lake Unit by Sabine Pass Liquefaction as compensation for the easements required for the 12" and 24" waterlines and the City of Port Arthur Meter Station. On behalf of Sabine Pass Liquefaction we propose to provide the following construction materials as our participation in the construction of the parking lot located at Walter Umphrey State Park Keith Lake Unit.

The materials we would provide will include: (values are approximate and based on proposed parking lot drawing provided by Jefferson County Engineering.)

1. 17624 S.Y. of BX1300 Geogrid.
2. 2937 C.Y. of Flexible Base 6" thick.
3. 17624 S.Y. of Chip Seal surfacing (2 layer of ½" thick).
    a. 18329 gal of CRS-2P Asphalt Emulsion.
    b. 441 tons of Aggregate (1/2" Sieve Size).
4. 64 ea. Timber Bollard (Assume 6" Dia. x 8').

Arceneaux Wilson & Cole
AWC
Engineering
Surveying
Planning

We request that these items be incorporated into the easement documentation prepared by Jefferson County as compensation for the requested easements. We also request that the time frame for completion of the construction be extended to a period of one year (1) after issuance of the permit and that the easement be provided for perpetuity. In addition, we request that Jefferson County prepare a draft of the easement documentation for our review prior to action by Commissioners Court. Should you have any questions or require additional information please call or email me at Joe.Wilson@awceng.com, or if you prefer we would be happy to meet with you to discuss.

Sincerely,
Arceneaux Wilson & Cole LLC
F-16194

Joe M. Wilson, Jr., PE
President

Cc: Randy Parr, Sabine Pass Liquefaction, LLC
Kirby Ducayet, Sabine Pass Liquefaction, LLC

Attachments:
Jefferson County Permit Application
Easement for CPA Meter Station
Easement for 12" and 24" Waterlines
Construction plans for 12" and 24" Waterline

Rev. 2011

PIPELINE PERMIT POLICY

GENERAL REQUIREMENTS

Who Must Apply

Any person company, corporation, excluding public utilities or common carrier pipelines serving the public, but including pipeline common carriers laying a parallel line closer than fifteen feet (15') to any improved section of the right-of-way, desiring to place utility or pipelines in or above the rights-of-way of public roads in Jefferson County shall obtain a permit from Jefferson County Commissioners' Court for the construction, operation and maintenance of said line. The permitee shall comply with all rules, regulations, principles, and specifications herein contained an only other subsequently adopted by the Jefferson County Commissioners' Court prior to issuance of the permit.

Application

The permitee must complete, in quintruplicate (5), the form herein contained, outlining in detail the proposed installation and its location in public right-of-way. The completed application form must be returned to Jefferson County Engineering Department, at 1149 Pearl Street, 5th Floor, Beaumont, Texas 77701, for approval by Commissioners' Court prior to the start of construction.

Maintenance, Alteration or Removal

Advance notification in writing will be required for all maintenance, alteration or removal operations except in emergency

situations where the safety of the public would be endangered by a delay in repairs. In any such emergency, contact the County Engineer by phone at (409) 835-8584, and inform him of the proposed emergency repairs. As soon as practical, but no later than 48 hours after the start of emergency repairs, the permitee shall notify the County Engineer in writing of the emergency repairs effected, detailing the repairs and the reasons immediate action was required.

Time Limits

The permitee is allowed three months from the granting of the permit to start construction. Once started, the permitee is allowed three months to complete all work. All construction must be completed within six (6) months from the date of issuance. Upon application, the Jefferson County Commissioners' Court may grant extensions.

Such applications for extensions must be received by the Court at least thirty days before the expiration of the six-month period. A new permit fee will be charged for each extension. Permit is issued for a period of twenty-five (25) years at which time the permit must be renewed.

Work Order

Permitee may not start construction until a Work Order from the Jefferson County Engineering Department has been issued. If this requirement is violated, permit will become null and void.

Existing Permits

Any permit, franchise, or instruments of a similar character previously executed by commissioners' Court shall be subject to

the time limit and requirements herein unless specifically stated to the contrary in said permit, franchise or instrument.

GENERAL PRINCIPLES

No pipeline shall ever be installed or maintained in such manner as to interfere with construction, maintenance or repair of any public road whether currently existing or hereafter constructed on future public right-of-way. Should a pipeline installed by the permi5ee ever be found to interfere with the construction, maintenance or repair of any public road or future public road, the permitee shall, upon the request of the Commissioners' Court, or the County Engineer, promptly change or alter such installation, at its own expense, in such a manner that the same no longer interferes with such construction, maintenance or repair.

No pipeline shall ever be installed in such a way or manner that it interferes with the use of a public road for vehicular or pedestrian traffic, nor such that it interferes with any drainage now or hereafter affected on or along any such road.

No pipeline shall ever be installed in such a way or manner as to constitute a danger or hazard, or to become a nuisance to any person.

Whenever the relocation of public utility is necessitated by the improvement of a county road; such relocation shall be promptly made by the utility company or common carrier company at the rate, cost and expense of said company.

Should Grantee abandon or cease to use the Permanent Easement for the purposes herein granted for a period of twenty-four (24) consecutive months or longer, then the lands covered by this Easement Agreement shall revert to Grantor, its successors or

assigns, without the necessity of Grantee executing a conveyance or release of same.

Responsibility for Repairs

The permitee, in accordance with the specifications herein contained and/or the directions of the County Engineer or his designated representatives, shall immediately, at its own expense, repair or replace all public property and all private property, including, but not limited to, driveways, fences, and mail boxes, located in, along or adjacent to public right-of-way, which may be damaged or destroyed by any action or inaction of the permitee.

In any case in which the pubic welfare demands immediate action to remedy conditions arising out of the actions or inactions of the permitee and in which it is judged that the permitee cannot provide such immediate action, and in any case in which the permitee has failed to comply with the directions of Commissioners' Court or the County Engineer or his representative, or to comply with the rules, regulations, principles, or specifications contained herein, it shall be the right of Jefferson County to perform all work necessary to remedy such conditions or provide compliance with such directions.

INDEMNIFICATION OF COUNTY

The permitee shall indemnify and hold harmless Jefferson County against any and all liabilities that it may have, or appear to have, to any person whomsoever, by reason of any act or thing, that the permitee, its agents, servants, employees, and contractors may do or cause to be done.

The permitee agrees that Jefferson County will not be liable for any damages to the pipelines incurred during the maintenance or construction on the road rights-of-way.

SPECIFICATIONS

General

The permitee shall comply with the rules, regulations, principles, and specifications contained here and/or the directions of the County Engineer, or his representatives. Should the County Engineer or his representatives find that the permitee is not in compliance with said rules, regulations, principles, specifications and directions, he will require that the permitee cease all work until such compliance can be obtained by issuance of a "Stop Work Order." Permitee agrees to immediately cease all work not necessary to abatement of hazardous conditions.

The work necessary to abate a hazardous condition shall be at the sole discretion of the County Engineer. Failure of permitee to correct any defect noted in said "Stop Work Order" within the time specified in said order shall be cause for termination of permit held by permitee for such work.

Line Crossing, Method of Placement (See Standard Detail)

Any pipeline crossing a public road, regardless of roadway surfacing or lack thereof, shall be bored, jacked or driven under the roadway ad shall be placed in an iron, steel or other approved casing of approximately the same diameter as the pipeline. Such casing shall extend for one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater; with the casing location to be determined by the Jefferson County Engineering Department.

Water jetting will not be allowed. Excavation will not be allowed within the road right-of-way.

A minimum cover of three (3) feet must e provided under road ditches.

Uncased, protected lines must have a minimum cover of five (5) feet.

Where evidence is presented indicating the impracticality of boring, jacking, or driving the line under the roadway, Commissioners' Court may at its option, grant permission for placement by open cut or require relocations of the crossing to another location where the line can be successfully installed by the specified method.

Where placement by open cut is allowed by Commissioners' Court, it shall be in compliance with these specifications:

a. Casing The line will be fully cased for one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater; with the casing location to be determined by the Jefferson County Engineering Department.

b. Backfill The line must be properly bedded to prevent settlement or damage to the line. The excavation shall be backfilled with cement stabilized sand (1 ½ sack per cubic yard) to within 2" of the sub-base and compacted.

Base The base shall be replaced with crushed limestone base material from 2" below the existing bass to 1" below the existing op of base and compacted to a minimum 95% Proctor density. In no case shall the compacted thickness of the replacement base e less than 6".

c. Surface

1. Dirt, Shell or Gravel Surface The original surface shall be replaced with an equal thickness of shell or gravel, bet in no case less than 6" of well-compacted material will be accepted.

2. Bituminous Surface The original surface shall be replaced with a 1" greater thickness of hot mix, hot laid, asphaltic concrete, but in no case less than 2" thick.

3. Concrete Surface The original surface shall be replaced with 1" greater thickness of minimum 3000 psi Portland Cement concrete, in no case less than 6" thick. Concrete must e replaced in full panel sections only. Replacement concrete is to be reinforced with ½" diameter deformed reinforcing steel bars, 12" on center or equal. Replacement sections must be accurately positioned with reference to existing sections by means of steel dowel bars. Bituminous overlays or concrete shall be replaced with an equal thickness of hot mix, hot laid asphaltic concrete.

Where a line is installed outside of the roadway area, the excavation may be backfilled with excavated material compacted in 6" lifts, and the right-of-way shall be reshaped to its original contours. Excess excavation shall be hauled away.

Lines paralleling Method of Placement (See Standard Detail)

Where the right-of-way is available, no lines shall be placed closer than ten (10) feet to the edge of pavement nor closer than twenty

feet from the center line of a road where the road is not paved. No line shall be placed less than three feet below the flow-line of a road ditch without the permission of Jefferson County Commissioners' Court.

Lines may be placed by an open cut of the road shoulder. When excavated material from the cut is piled along the cut, the permitee shall provide minimum 12" wide weep holes at maximum 200-foot intervals and at all low places to allow drainage of the road and adjacent property into the road ditch.

The line shall be properly bedded and may be backfilled with the excavated material compacted in 6" layers. Excess excavation must be hauled away.

Inspection Notice

The permitee will notify the County Engineer, (409) 835-8584, at least 48 hours in advance of the start of construction, or of the resumption of construction if discontinue for more than 5 working days.

Line Markers

All lines crossing pubic roads shall be identified with appropriate markers installed three (3) feet above ground on metal posts located at the point where such line crosses the right-of-way line.

Lines paralleling shall be marked with similar markers every 400 feet, but in no event less than one city block. Lines paralleling shall be marked with similar markers at all angle points. Such markers shall be placed on the right-of-way line and the offset to the line indicated.

Traffic Control

The permitee shall maintain at least one lane of traffic in each direction open at all times unless permission to the contrary is granted by the County Engineer.

The permitee shall provide all necessary flagmen, barricades, flashers and any other traffic control devices necessary for the protection of the public and of his own personnel.

Bonds

The permitee will provide a performance bond as Jefferson County Commissioners' Court may require to provide for the protection of public property. The minimum bond required shall be $5,000.00 per crossing and $50,000.00 per mile of parallel construction or fraction thereof.

Permit Fee

The permit fee shall be $100.00 per road crossing and $150.00 per mile of parallel construction or fraction thereof.

ROUTE MAP

Permitee shall submit with application five (5) prints of the County Road Map accurately showing the location and alignment of the line, including all angle points and all tie-ins for crossings of roads and major streams.

Permitee shall use the official Jefferson County Road Map at a scale of 1" = 3 miles. This map can be obtained through the office of the County Engineer.

Permit No._____

Precinct No._____

APPLICATION FOR PIPE LINE PERMIT
(2003 REVISION)

Date: October 14, 2014

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Gentlemen:

Sabine Pass Liquefaction, LLC (Company) does hereby-made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a pipe line for the distribution of water, location of which is fully described as follows:

22 pages of drawings attached.
Construction will begin on or after November 1, 2014.

It is understood that all work will comply with the requirements of the Pipe Line Policy adopted by Jefferson County Commissioners' Court on _____, and all subsequent revisions thereof to date.

Enclosed, please find the required permit fee:

Please see attached letter for proposed easement compensation.

_____ road crossing @ $100.00	_____	$_____
0.45 miles parallel @ $150.00/mile or fraction	_____	$ 67.50
Total	_____	$ 67.50

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be $5,000.00 per crossing and $50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has been furnished such bonds as Jefferson County Commissioners' court may choose to require.

~~Permit is issued for a period of twenty-five (25) years, at which time, the permit must be renewed.~~

Company: Sabine Pass Liquefaction, LLC

By: Randy Parr

Title: Vice President – Business Development - Transportation

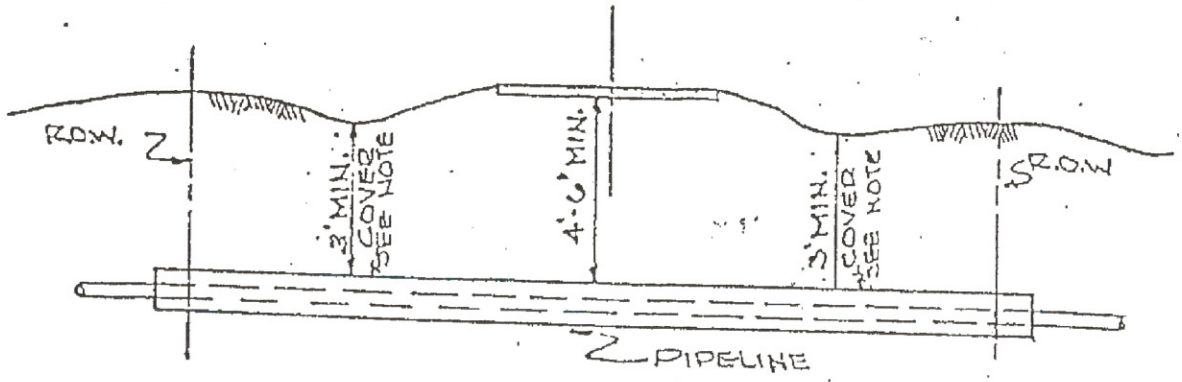
Address: 700 Milam

Suite 800

Houston, TX 77002

Phone No.: (713) 375-5000

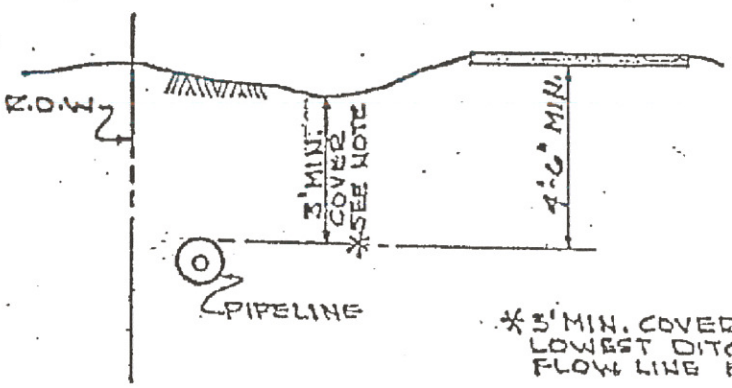
FAX No.: (713) 375-6000



*3' MIN. COVER AT LOWEST DITCH FLOW LINE ELEV.

NOTE: CASING TO EXTEND 1'-0' OUTSIDE R.O.W EACH SIDE OF ROAD.

1. STANDARD PIPELINE CROSSING



*3' MIN. COVER AT LOWEST DITCH FLOW LINE ELEV.

2. STANDARD PARALLEL LINE

JEFFERSON COUNTY
ENGINEERING DEPARTMENT.
PIPELINE DETAILS (STD.)

ENGINEERING ACTION FORM

The minimum standard bond required is $ PER ATTACHED CONSIDERATIONS

X _____
Director of Engineering

X _____
Date

COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Pipe Line Policy adopted by the Court, and all subsequent revisions. The bond required shall be $_____. Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

X _____
County Judge

ARCENEAUX WILSON & COLE LLC
Engineering • Surveying • Planning

DESCRIPTION OF A TRACT OF LAND CONTAINING 0.072 ACRE OF LAND, MORE OR LESS, OUT OF THE DENNIS GAHAGAN LEAGUE, ABSTRACT 123 JEFFERSON COUNTY, TEXAS FOR A METER AND PUMP STATION EASEMENT

Being a 0.072 acre tract of land in the Dennis Gahagan League, Abstract 123 and being a portion of that certain tract of land (called "13.497 acres") described in that certain instrument to Jefferson County, Texas of record under Clerk's File No. 200014412 of the Official Public Records of said County and being more particularly described by metes and bounds as follows:

FOR LOCATIVE PURPOSES COMMENCING a TxDoT monument found in the south right-of-way line of Texas State Highway 82, a point of intersection in the north line of said "13.497 acre" tract of land, said monument having a State Plane Coordinate value of N 13,860,347.50 and E 3,585,618.89;

THENCE North 77 deg. 22 min. 02 sec. East, along and with the said south right-of-way line, a total distance of 197.51 feet to a 1/2" steel rod with yellow plastic cap marked "AWC LLC" set for the northwest corner and **POINT OF BEGINNING** of the herein described tract of land, said corner having a State Plane Coordinate value of N 13,860,390.63 and E 3,585,811.62;

THENCE continuing North 77 deg. 22 min. 02 sec. East, along and with the said right-of-way line, a total distance of 49.58 feet to a TxDoT monument found for an angle point corner of the herein described tract of land, said corner having a State Plane Coordinate value of N 13,860,401.54 and E 3,585,860.00;

THENCE North 72 deg. 00 min. 40 sec. East, continuing along and with the said right-of-way line, a total distance of 7.59 feet to a 1/2" steel rod with yellow plastic cap marked "AWC LLC" set for the northeast corner of the herein described tract of land, said corner having a State Plane Coordinate value of N 13,860,403.88 and E 3,585,867.22;

THENCE South, over and across said 13.497 acres tract of land, a total distance of 62.98 feet to a 1/2" steel rod with yellow plastic cap marked "AWC LLC" set for the southeast corner of the herein described tract of land, said corner having a State Plane Coordinate value of N 13,860,340.91 and E 3,585,867.22;

Arceneaux Wilson & Cole
AWC
Engineering
Surveying
Planning

THENCE West, continuing over and across said 13.497 acres tract of land, a total distance of 55.60 feet to a 1/2" steel rod with yellow plastic cap marked "AWC LLC" set for the southwest corner of the herein described tract of land, said corner having a State Plane Coordinate value of N 13,860,340.91 and E 3,585,811.62;

THENCE North, continuing over and across said 13.497 acres tract of land, a total distance of 49.72 feet returning back to the **POINT OF BEGINNING** and containing a total area of 0.072 acre of land, more or less.

TOGETHER WITH TEMPORARY WORKSPACE EASEMENTS containing 0.649 acre of land, 0.085 acre of land and 0.114 acre of land, more or less, as indicated on the accompanying Plat.

TOGETHER WITH Park Road (to be used for non-exclusive temporary construction access)

Dimensions indicated hereon are based upon G.P.S. surveying, tied to the Trimble RTK Network, referenced to the (NAD 1983) Texas State Plane Coordinate System, South Central Zone (4204).

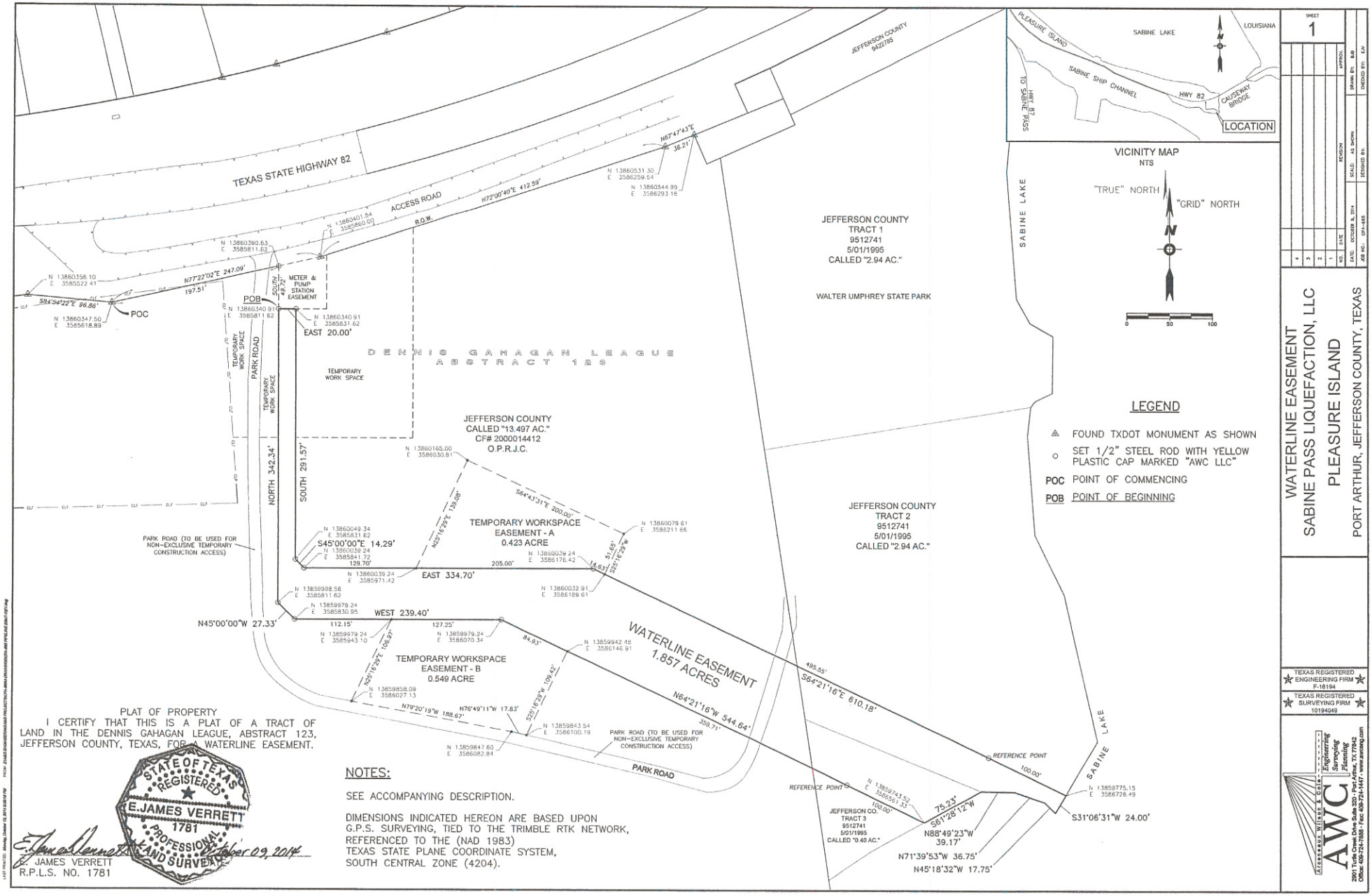
NOTE: See accompanying Plat.

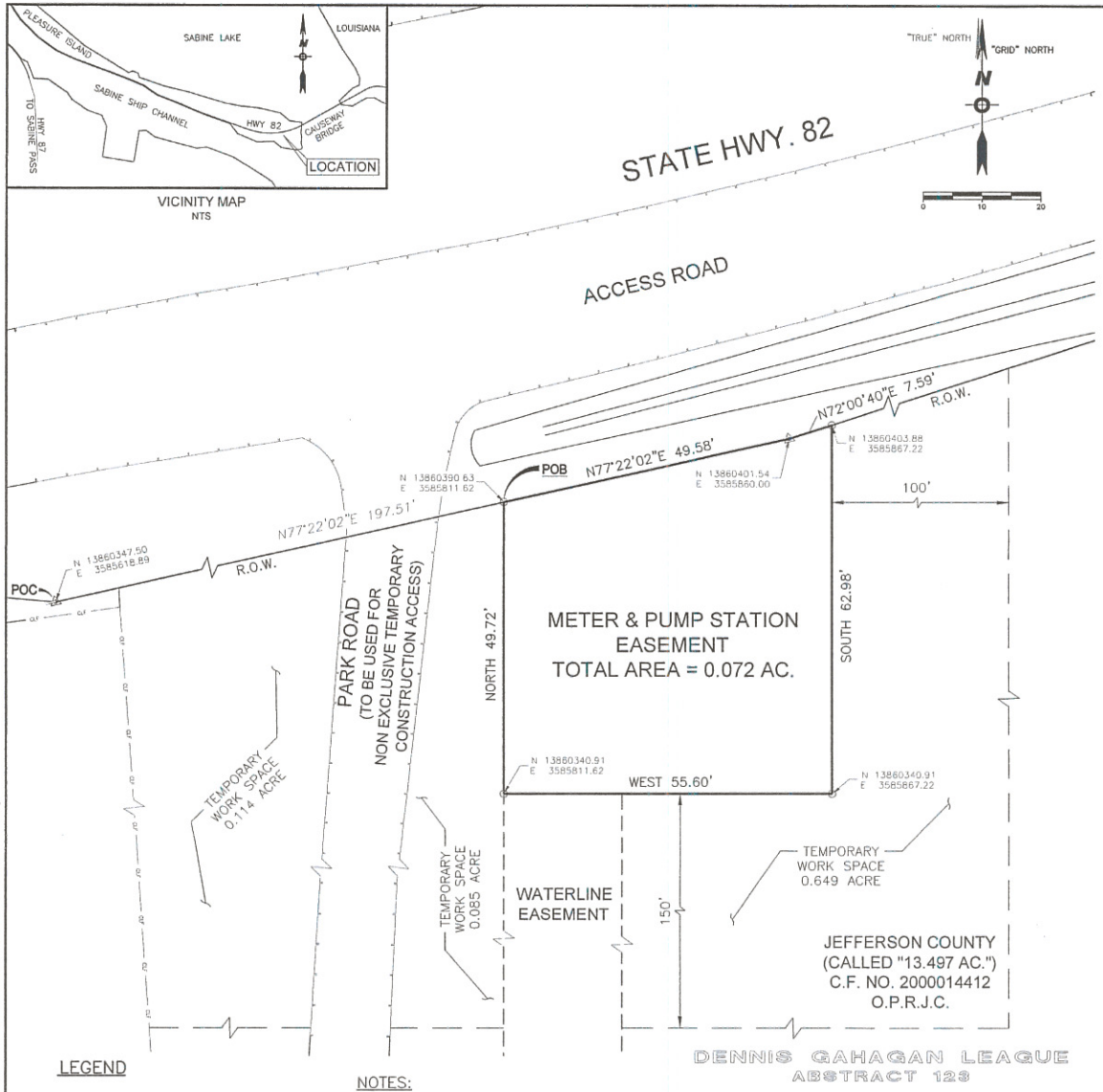
Prepared: October 9, 2014



E. James Verrett, R.P.L.S. No.1781

Job No. CPA-665


TEXAS STATE HIGHWAY 82
ACCESS ROAD
R.O.W.
JEFFERSON COUNTY 9422785
N67°47'43"E 36.21'
N 13860531.30 E 3586259.54
N 13860544.99 E 3586293.16
N72°00'40"E 412.59'
N 13860401.54 E 3585860.01
N 13860390.63 E 3585811.62
N77°22'02"E 247.09'
197.51'
N 13860356.10 E 3585022.41
S84°54'22"E 96.86'
N 13860347.50 E 3585618.89
POC
POB
SOUTH 49.72'
METER & PUMP STATION EASEMENT
N 13860340.91 E 3585831.62
N 13860340.91 E 3585831.62
EAST 20.00'
TEMPORARY WORK SPACE
PARK ROAD
TEMPORARY WORK SPACE
TEMPORARY WORK SPACE
DENNIS GAHAGAN LEAGUE
ABSTRACT 123
JEFFERSON COUNTY
TRACT 1
9512741
5/01/1995
CALLED "2.94 AC."
WALTER UMPHREY STATE PARK
SABINE LAKE
JEFFERSON COUNTY
CALLED "13.497 AC."
CF# 2000014412
O.P.R.J.C.
N 13860165.00 E 3586030.81
S64°43'31"E 200.00'
N 13860079.61 E 3586211.66
NORTH 342.34'
SOUTH 291.57'
PARK ROAD (TO BE USED FOR NON-EXCLUSIVE TEMPORARY CONSTRUCTION ACCESS)
N 13860049.34 E 3585831.62
S45°00'00"E 14.29'
N 13860039.24 E 3585841.72
129.70'
N25°16'29"E 139.08'
TEMPORARY WORKSPACE EASEMENT - A 0.423 ACRE
205.00'
N 13860039.24 E 3586176.42
14.83'
S25°16'29"W 51.65'
N 13860039.24 E 3585971.42
EAST 334.70'
N 13860032.91 E 3586189.61
JEFFERSON COUNTY
TRACT 2
9512741
5/01/1995
CALLED "2.94 AC."
N 13859998.56 E 3585811.62
N 13859979.24 E 3585830.95
WEST 239.40'
N45°00'00"W 27.33'
112.15'
127.25'
N 13859979.24 E 3585943.10
N 13859979.24 E 3586070.34
84.93'
N 13859942.48 E 3586146.91
WATERLINE EASEMENT 1.857 ACRES
N25°16'29"E 106.97'
TEMPORARY WORKSPACE EASEMENT - B 0.549 ACRE
S25°16'29"W 109.62'
N 13859858.09 E 3586027.13
N79°20'19"W 188.67'
N76°49'11"W 17.83'
N 13859843.54 E 3586100.19
N 13859847.60 E 3586082.84
PARK ROAD (TO BE USED FOR NON-EXCLUSIVE TEMPORARY CONSTRUCTION ACCESS)
PARK ROAD
S64°21'16"E 610.18'
495.55'
N64°21'16"W 544.64'
359.71'
REFERENCE POINT
100.00'
REFERENCE POINT
N 13859743.52 E 3586691.33
100.00'
JEFFERSON CO. TRACT 3 9512741 5/01/1995 CALLED "0.40 AC."
75.23'
S61°28'12"W
N88°49'23"W 39.17'
N71°39'53"W 36.75'
N45°18'32"W 17.75'
SABINE LAKE
N 13859775.15 E 3586726.49
S31°06'31"W 24.00'
PLEASURE ISLAND
SABINE LAKE
LOUISIANA
SABINE SHIP CHANNEL
HWY 87 TO SABINE PASS
HWY 82
CAUSEWAY BRIDGE
LOCATION
VICINITY MAP
NTS
"TRUE" NORTH
"GRID" NORTH
0 50 100
LEGEND
FOUND TXDOT MONUMENT AS SHOWN
SET 1/2" STEEL ROD WITH YELLOW PLASTIC CAP MARKED "AWC LLC"
POC POINT OF COMMENCING
POB POINT OF BEGINNING
PLAT OF PROPERTY
I CERTIFY THAT THIS IS A PLAT OF A TRACT OF LAND IN THE DENNIS GAHAGAN LEAGUE, ABSTRACT 123, JEFFERSON COUNTY, TEXAS, FOR A WATERLINE EASEMENT.
STATE OF TEXAS REGISTERED E.JAMES VERRETT 1781 PROFESSIONAL LAND SURVEYOR
E. JAMES VERRETT
R.P.L.S. NO. 1781
October 09, 2014
NOTES:
SEE ACCOMPANYING DESCRIPTION.
DIMENSIONS INDICATED HEREON ARE BASED UPON G.P.S. SURVEYING, TIED TO THE TRIMBLE RTK NETWORK, REFERENCED TO THE (NAD 1983) TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204).
SHEET 1
NO. DATE REVISION APPROV.
DATE: OCTOBER 8, 2014 SCALE: AS SHOWN DRAWN BY: BJB
JOB NO.: CP-1485 DESIGNED BY: CHECKED BY: EJV
WATERLINE EASEMENT
SABINE PASS LIQUEFACTION, LLC
PLEASURE ISLAND
PORT ARTHUR, JEFFERSON COUNTY, TEXAS
TEXAS REGISTERED ENGINEERING FIRM F-10194
TEXAS REGISTERED SURVEYING FIRM 10194049
AWC Engineering Surveying Planning
Architecture Wilson & Cole
2901 Turtle Creek Drive, Suite 200, Port Arthur, TX 77642
Office: 409-724-7888 Fax: 409-724-7447 www.awcengineering.com



LEGEND

- ⚠ FOUND TXDOT MONUMENT AS SHOWN
- ○ SET 1/2" STEEL ROD WITH YELLOW PLASTIC CAP MARKED "AWC LLC"
- POC POINT OF COMMENCING
- POB POINT OF BEGINNING

NOTES:

SEE ACCOMPANYING DESCRIPTION

DIMENSIONS INDICATED HEREON ARE BASED UPON G.P.S. SURVEYING, TIED TO THE TRIMBLE RTK NETWORK, REFERENCED TO THE (NAD 1983) TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204).

METES AND BOUNDS DESCRIPTION

BEING A 0.072 ACRE TRACT OF LAND IN THE DENNIS GAHAGAN LEAGUE, ABSTRACT 123 AND BEING A PORTION OF THAT CERTAIN TRACT OF LAND (CALLED "13.497 ACRES") DESCRIBED IN THAT CERTAIN INSTRUMENT TO JEFFERSON COUNTY, TEXAS OF RECORD UNDER CLERK'S FILE NO. 200014412 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

FOR LOCATIVE PURPOSES COMMENCING A TXDOT MONUMENT FOUND IN THE SOUTH RIGHT-OF-WAY LINE OF TEXAS STATE HIGHWAY 82, A POINT OF INTERSECTION IN THE NORTH LINE OF SAID "13.497 ACRE" TRACT OF LAND, SAID MONUMENT HAVING A STATE PLANE COORDINATE VALUE OF N 13,860,347.50 AND E 3,585,618.89;

THENCE NORTH 77 DEG. 22 MIN. 02 SEC. EAST, ALONG AND WITH THE SAID SOUTH RIGHT-OF-WAY LINE, A TOTAL DISTANCE OF 197.51 FEET TO A 1/2" STEEL ROD WITH YELLOW PLASTIC CAP MARKED "AWC LLC" SET FOR THE NORTHWEST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND, SAID CORNER HAVING A STATE PLANE COORDINATE VALUE OF N 13,860,390.63 AND E 3,585,811.62;

THENCE CONTINUING NORTH 77 DEG. 22 MIN. 02 SEC. EAST, ALONG AND WITH THE SAID RIGHT-OF-WAY LINE, A TOTAL DISTANCE OF 49.58 FEET TO A TXDOT MONUMENT FOUND FOR AN ANGLE POINT CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, SAID CORNER HAVING A STATE PLANE COORDINATE VALUE OF N 13,860,401.54 AND E 3,585,860.00;

THENCE NORTH 72 DEG. 00 MIN. 40 SEC. EAST, CONTINUING ALONG AND WITH THE SAID RIGHT-OF-WAY LINE, A TOTAL DISTANCE OF 7.59 FEET TO A 1/2" STEEL ROD WITH YELLOW PLASTIC CAP MARKED "AWC LLC" SET FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, SAID CORNER HAVING A STATE PLANE COORDINATE VALUE OF N 13,860,403.88 AND E 3,585,867.22;

THENCE SOUTH, OVER AND ACROSS SAID 13.497 ACRES TRACT OF LAND, A TOTAL DISTANCE OF 62.98 FEET TO A 1/2" STEEL ROD WITH YELLOW PLASTIC CAP MARKED "AWC LLC" SET FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, SAID CORNER HAVING A STATE PLANE COORDINATE VALUE OF N 13,860,340.91 AND E 3,585,867.22;

THENCE WEST, CONTINUING OVER AND ACROSS SAID 13.497 ACRES TRACT OF LAND, A TOTAL DISTANCE OF 55.60 FEET TO A 1/2" STEEL ROD WITH YELLOW PLASTIC CAP MARKED "AWC LLC" SET FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, SAID CORNER HAVING A STATE PLANE COORDINATE VALUE OF N 13,860,340.91 AND E 3,585,811.62;

THENCE NORTH, CONTINUING OVER AND ACROSS SAID 13.497 ACRES TRACT OF LAND, A TOTAL DISTANCE OF 49.72 FEET RETURNING BACK TO THE POINT OF BEGINNING AND CONTAINING A TOTAL AREA OF 0.072 ACRE OF LAND, MORE OR LESS.

TOGETHER WITH TEMPORARY WORKSPACE EASEMENTS CONTAINING 0.649 ACRE OF LAND, 0.085 ACRE OF LAND AND 0.114 ACRE OF LAND, MORE OR LESS.

TOGETHER WITH PARK ROAD (TO BE USED FOR NON-EXCLUSIVE TEMPORARY CONSTRUCTION ACCESS).

PLAT OF PROPERTY

I CERTIFY THAT THIS IS A PLAT OF A TRACT OF LAND IN THE DENNIS GAHAGAN LEAGUE, ABSTRACT 123, JEFFERSON COUNTY, TEXAS, FOR A METER AND PUMP STATION EASEMENT.

STATE OF TEXAS
REGISTERED
E. JAMES VERRETT
1781
PROFESSIONAL
LAND SURVEYOR

E. James Verrett — October 09, 2014

E. JAMES VERRETT — DATE
R.P.L.S. NO. 1781

SHEET 1

NO.	DATE	REVISION	APPROV.
4			
3			
2			
1			

DATE: OCTOBER 9, 2014 | SCALE: 1" = 30' | DRAWN BY: BJB
JOB NO.: 014-465 | DESIGNED BY: | CHECKED BY: EJV

METER & PUMP STATION EASEMENT
CITY OF PORT ARTHUR
JEFFERSON COUNTY, TEXAS

TEXAS REGISTERED ENGINEERING FIRM F-16194
TEXAS REGISTERED SURVEYING FIRM 10194049

Alexander Wilson & Cole
AWC Engineering Surveying Planning
2901 Turtle Creek Drive Suite 320 · Port Arthur, Texas 77642
Office: 409-724-7888 · Fax: 409-724-1447 · www.awceng.com

ALLISON NATHAN GETZ
TAX ASSESSOR-COLLECTOR

SUSIE JAMES
CHIEF DEPUTY

RECEIVED
NOV 20 2014

November 19, 2014

Honorable Jeff Branick
County Judge
Jefferson County
Beaumont, TX

Dear Judge Branick:

Please place an item on the Commissioners' Court Agenda for November 24, 2014 to receive and file an official oath for Allison Nathan Getz, Tax Assessor-Collector.

Sincerely,

Allison Nathan Getz
Assessor-Collector of Taxes
Jefferson County, Texas

ANG:db

cc: Eddie Arnold, Comm. Pct. #1
Brent Weaver, Comm. Pct. #2
Michael Sinegal, Comm. Pct. #3
Everette D. Alfred, Comm. Pct. #4

Form #2204 Rev. 10/2011

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334

Filing Fee: None

This space reserved for office use

OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, ALLISON NATHAN GETZ, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of TAX ASSESSOR COLLECTOR of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Allison Nathan Getz
Signature of Officer

.....

State of TEXAS)
County of JEFFERSON)

Sworn to and subscribed before me this 18 day of NOVEMBER, 2014.

(seal)

H. Hollis Horton
Signature of Notary Public or Other Officer Administering Oath

H. Hollis Horton
Printed or Typed Name

Justice, 9th Court of Appeals

FILED FOR RECORD _____, 20___ AT _____ O'CLOCK ___.M.
CAROLYN L. GUIDRY, COUNTY CLERK, JEFFERSON COUNTY, TEXAS
BY _____ RECORDED _____, 20___ AT _____ O'CLOCK ___.M.
CAROLYN L. GUIDRY, COUNTY CLERK, JEFFERSON COUNTY, TEXAS
BY _____, DEPUTY
RECORDED IN FILE NO._____ OFFICAL PUBLIC RECORDS.

TRACTS 5A AND 5B
3.575 ACRES OF LAND
REPLAT OF PART OF BLOCK 152, CITY OF PORT ARTHUR
AND ABANDONED PORTIONS OF
LAKESHORE DRIVE AND SHREVEPORT AVENUE,
CITY OF PORT ARTHUR,
JEFFERSON COUNTY, TEXAS

BEING 3.575 acres of land, replat of part of Lots 5 through 10, Block 152, City of Port Arthur, recorded in Volume 1, Page 50, Map Records, Jefferson County, Texas, part of an abandoned portion of Lakeshore Drive, recorded in Volume 1739, Page 470, Deed Records, Jefferson County, Texas, and all of an abandoned portion of Shreveport Avenue, recorded in Volume 1627, Page 241, Deed Records, Jefferson County, Texas, and File No. 2014009774, Official Public Records, Jefferson County, Texas; being all of a (Called 3.1794) acre tract recorded as Tract II of two tracts of land conveyed to Jefferson County, Texas recorded in Film Code 105-23-0405, Official Public Records, Jefferson County, Texas; said 3.575 acre tract being more fully described by metes and bounds as follows, to wit:

BEGINNING at a 5/8" steel rod with an aluminum disc found on the intersection of the South right of way line of a dedicated road named 4th Street and the former West right of way line of said Shreveport Avenue; said 5/8" steel rod being the Northeast corner of a tract of land conveyed to William Kestler, recorded in File No.2010033180, Official Public Records, Jefferson County, Texas; also being the Northwest corner of the herein described tract; having a State Plane Coordinate of N: 13899792.31, E: 3574267.71;

THENCE, North 36 deg., 38 min., 22 sec., East (Called North 41 deg., 13 min., 00 sec., East), on the South right of way line of said 4th Street, a distance of 70.00' to a point for corner on the intersection of the South right of way line of said 4th Street and the former East right of way line of said Shreveport Avenue;

THENCE, continuing on the South right of way line of said 4th Street, on the arc of a curve to the right having a radius of 914.93', an arc length of 296.08' (Called 296.17'), a chord bearing of North 46 deg., 07 min., 59 sec., East (Called North 50 deg., 41 min., 36 sec., East), a chord distance of 294.79' (Called 294.88') to a brass disc found in concrete for corner;

THENCE, North 55 deg., 20 min., 17 sec., East (Called North 59 deg., 48 min., 00 sec., East), continuing on the South right of way line of said 4th Street, a distance of 73.06' (Called 72.98') to a brass disc found in concrete for corner;

THENCE, continuing on the South right of way line of said 4th Street, on the arc of a curve to the left having a radius of 1185.92', an arc length of 309.96', a chord bearing of North 47 deg., 56 min., 33 sec., East (Called North 52 deg., 28 min., 44 sec., East), a chord distance of 309.08' to a ½" steel rod, capped and marked "SOUTEX", set on the intersection of the South right of way line of said 4th Street and the former West right of way line of a dedicated road named Mobile Avenue, recorded in Volume 1739, Page 474, Deed Records, Jefferson County, Texas;

THENCE, South 53 deg., 19 min., 11 sec., East (Called South 48 deg., 47 min., 00 sec., East), on the former West right of way line of said Mobile Avenue and the West line of a (Called 2.29) acre tract of land conveyed to Lamar University – Port Arthur, recorded in Film Code 102-91-0206, Official Public Records, Jefferson County, Texas a distance of 228.17' to a point for corner on the North right of way line of Jefferson County Drainage District No.7 Hurricane Protection Levee, recorded in Volume 1784, Page 32, Deed Records, Jefferson County, Texas; said point for corner being the most Southerly Southeast corner of the herein described tract;

THENCE, the following bearings and distances on the North line of said Jefferson County Drainage District No. 7 Hurricane Flood Protection Levee:

South 71 deg., 08 min., 19 sec., West (Called South 75 deg., 40 min., 30 sec., West), 111.63' to a point for corner;

South 44 deg., 05 min., 04 sec., West (Called South 48 deg., 37 min., 15 sec., West), 441.28' to a point for corner;

South 34 deg., 16 min., 05 sec., West (Called South 38 deg., 52 min., 15 sec., West), a distance of 133.43' (Called 133.56') to a concrete monument found on the intersection of the North right of way line of Jefferson County Drainage District No. 7 Hurricane Flood Protection Levee and the former East right of way line of said Shreveport Avenue;

THENCE, South 34 deg., 21 min., 48 sec., West (Called South 38 deg., 52 min., 15 sec., West), continuing on the North line of Jefferson County Drainage District No. 7 Hurricane Flood Protection Levee, a distance of 70.02' (Called 70.06') to a concrete monument found for the Southeast corner of a (Called 4.0883) acre tract of land recorded as Tract I in said Jefferson County Deed; said concrete monument being the Southwest corner of the herein described tract; having a State Plane Coordinate of N: 13899643.93, E: 3574467.28

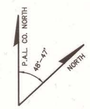
THENCE, North 53 deg., 19 min., 11 sec., West (Called North 48 deg., 47 min., 00 sec., West), on the East line of the (Called 4.0883) acre tract, a distance of 118.77' (Called 118.82') to a ½" steel rod found for the Northeast corner of the (Called 4.0883) acre tract; said ½" steel rod being the Southeast corner of said Kestler tract and an angle point on the West line of the herein described tract;

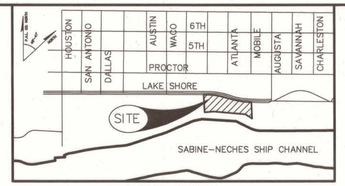
THENCE, North 53 deg., 24 min., 55 sec., West (Called North 48 deg., 47 min., 00 sec., West), on the East line of said Kestler tract, a distance of 129.92' to the POINT OF BEGINNING and containing 3.575 acres of land, more or less.

Note: Bearings, distances, coordinates and acreage given are based on State Plane Coordinate Grid System, Texas South–Central Zone, NAD83. Scale Factor = 0.999911334, Convergence Angle = 02 deg., 28 min., 59 sec.
Reference Monument = NGS AJ8221.

This description is based on the Land Survey made by Anthony M. Leger, Registered Professional Land Surveyor No. 5481, on December 10, 2013.

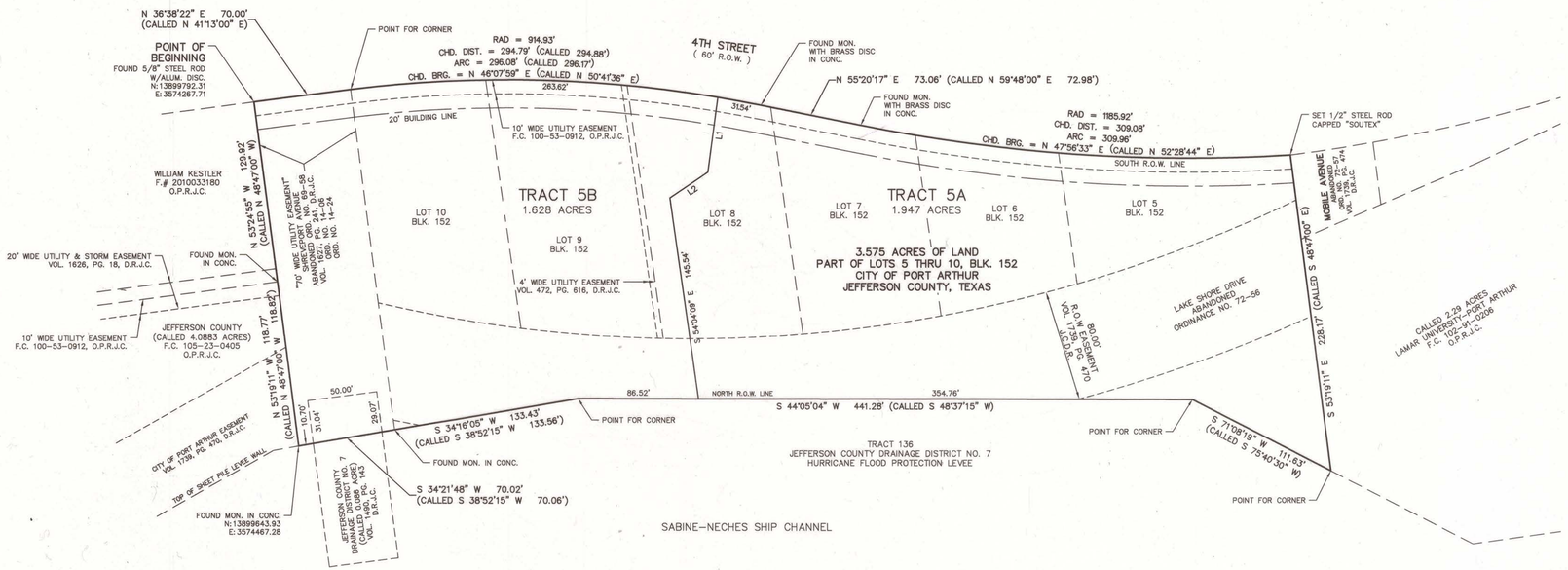
Jefferson County
LS-13-0470P





VICINITY MAP
NO SCALE

0 50
SCALE: 1" = 50'



LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S 38°22'42" E	54.07'
L2	S 09°52'02" W	32.95'

TRACTS 5A & 5B

3.575 ACRES OF LAND, REPLAT OF PART OF
LOTS 5 THRU 10, BLK. 152, PART OF
ABANDONED LAKESHORE DRIVE AND SHREVEPORT AVENUE
CITY OF PORT ARTHUR
JEFFERSON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF JEFFERSON

WE, JEFFERSON COUNTY OWNER OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING MAP OF TRACTS 5A & 5B, 3.575 ACRES OF LAND REPLAT OF LOTS 5 THRU 10, BLK. 152, CITY OF PORT ARTHUR, VOL. 1, PG. 50, MAP RECORDS, PART OF ABANDONED LAKE SHORE DRIVE AND SHREVEPORT AVENUE, VOL. 1739, PG. 470, DEED RECORDS, JEFFERSON COUNTY, TEXAS

DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY AND DEDICATE TO PUBLIC USE EASEMENTS SHOWN THEREON FOREVER; AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

WITNESS MY HAND IN BEAUMONT, JEFFERSON COUNTY, TEXAS
THIS _____ DAY OF _____, 20___.

EDDIE ARNOLD
PRECINCT 1

BRENT WEAVER
PRECINCT 2

MICHAEL SINEGAL
PRECINCT 3

EVERETTE "BO" ALFRED
PRECINCT 4

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JEFFERSON COUNTY KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, A.D., 20___

NOTARY PUBLIC IN AND FOR
JEFFERSON COUNTY, TEXAS

MY COMMISSION EXPIRES _____
(DATE)

THIS IS TO CERTIFY THAT I, ANTHONY M. LEGER A REGISTERED LICENSED SURVEYOR OF THE STATE OF TEXAS, HAVE PLATTED THE ABOVE SUBDIVISION FROM AN ACTUAL SURVEY ON THE GROUND; AND THAT ALL CORNERS ARE PROPERLY MARKED WITH 1/2" x 24" STEEL RODS UNLESS OTHERWISE NOTED ON THIS PLAT, AND THAT THIS PLAT CORRECTLY REPRESENTS THAT SURVEY MADE BY ME.

STATE OF TEXAS
REGISTERED
ANTHONY M. LEGER
5481
PROFESSIONAL
LAND SURVEYOR

TEXAS REGISTRATION NO. 5481

THIS IS TO CERTIFY THAT THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION.

IN TESTIMONY WHEREOF, WITNESS THE OFFICIAL SIGNATURE OF THE COUNTY JUDGE OF JEFFERSON COUNTY, TEXAS.
THIS _____ DAY OF _____, A.D., 20___.

ATTESTED AND APPROVED FOR ADMINISTRATION: _____
COUNTY JUDGE

THIS IS TO CERTIFY THAT THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF PORT ARTHUR TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION.

IN TESTIMONY WHEREOF, WITNESS THE OFFICIAL SIGNATURE OF THE CHAIRMAN OF THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF PORT ARTHUR TEXAS, THIS 17th DAY OF November A.D., 2014.

CHAIRMAN

ATTESTED AND APPROVED FOR ADMINISTRATION:

SECRETARY

SURVEYORS NOTES:

1. COORDINATES, BEARINGS, DISTANCES & ACREAGE SHOWN ARE BASE ON STATE PLANE COORDINATE GRID SYSTEM, TEXAS–SOUTH CENTRAL ZONE NAD 83, COMBINED SCALE FACTOR: 0.999911334, CONVERGENCE ANGLE: 2°28'59". REF. NGS MON. AJ8221. ACTUAL ELEVATIONS TAKEN BY GPS OBSERVATION PLUS 100' PER CITY OF PORT ARTHUR
2. IN ACCORDANCE WITH THE FLOOD INSURANCE RATE MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, MAP REFERENCE SHOWN, THE SUBJECT TRACT LIES IN THE FLOOD ZONE "B". LOCATION ON MAP WAS DETERMINED BY SCALE. ACTUAL FIELD ELEVATION NOT DETERMINED, UNLESS REQUESTED. SOUTEX SURVEYORS, INC., DOES NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAP DATED 4/17/84, PANEL NO. 485499-0050-E

JOB NO. 13-0470P	DRAWN BY: T. CHASE	SHEET 1 OF 1

SOUTEX
SURVEYORS & ENGINEERS
T.B.P.E. FIRM #5755 * T.X.L.S. FIRM #101238

3737 Doctors Drive
Port Arthur, Texas 77642
Tel. 409.983.2004
Fax. 409.983.2005
soutexsurveyors.com

©RIGHTS RESERVED

X:\Vault\PROJECTS\2013\13-0470 Chico & Jason\DWG\13-0470P.dwg Nov 18, 2014-8:36am Travis

Bond No. POB9107602

THE STATE OF TEXAS }
COUNTY OF Jefferson } SS:

KNOW ALL MEN BY THESE PRESENTS:

That we, Allison Nathan Getz, as Principal,

and Fidelity and Deposit Company of Maryland, as Surety,

are held and bound unto[1] State of Texas, Office of the Governor

and his successors in office, in the sum of[2] One Hundred Thousand and 00/100 ($100,000.00) Dollars, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Signed with our hands and dated this 18th day of November, 2014

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, WHEREAS, the above bounden Allison Nathan Getz

was, on the 18th day of November, 2014, duly[3] appointed or elected to the office of Tax Assessor-Collector in and for[4] Jefferson County, in the State of Texas.

NOW, THEREFORE, if the said Allison Nathan Getz shall faithfully perform and discharge all the duties required of him by law as Tax Assessor-Collector aforesaid, and shall[5] "faithful performance of the person's duties as assessor-collector."

then this obligation to be void, otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, witness our hands.

Allison Nathan Getz
_____ (SEAL)
Principal

Fidelity and Deposit Company of Maryland
Surety

By _____
Vickie Lacy , *Attorney-in-Fact*

THE STATE OF TEXAS }
COUNTY OF JEFFERSON } SS:

Before me, DEBBIE BEVILACQUA on this day personally appeared Allison Nathan Getz, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 18 day of NOVEMBER, 2014

DEBBIE BEVILACQUA
Notary Public State of Texas
Commission Expires
MARCH 12, 2015

_____
Notary Public

THE STATE OF TEXAS }
COUNTY OF Harris } SS:

Before me, the undersigned authority, in and for said County and State, on this day personally appeared Vickie Lacy known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of Fidelity and Deposit Company of Maryland _____ _____ and as the Attorney-in-Fact thereof, and for the purposes and and considerations therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this 18th day of November, 2014

JOE A. MARTINEZ
Notary Public, State of Texas
My Commission Expires
September 13, 2015

_____
Notary Public

Joe A. Martinez

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Vickie LACY, Richard COVINGTON, Maria D. ZUNIGA, Marc W. BOOTS, P. T. OSBURN and Joseph R. AULBERT, all of Houston, Texas, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 17th day of May, A.D. 2013.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: _____
Assistant Secretary
Eric D. Barnes

_____
Vice President
Thomas O. McClellan

State of Maryland
City of Baltimore

On this 17th day of May, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

_____
Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015

POA-F 168-7158

Bond No. POB9107601

THE STATE OF TEXAS }
COUNTY OF Jefferson } SS:

KNOW ALL MEN BY THESE PRESENTS:

That we, Allison Nathan Getz , as Principal,

and Fidelity and Deposit Company of Maryland, as Surety ,

are held and bound unto[1] Jefferson County Commissioners Court

and his successors in office, in the sum of[2] One Hundred Thousand and 00/100 ($100,000.00) Dollars, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Signed with our hands and dated this 18th day of November , 2014

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, WHEREAS, the above bounden Allison Nathan Getz

was, on the 18th day of November, 2014, duly[3] appointed or elected to the office of Tax Assessor-Collector in and for[4] Jefferson County, in the State of Texas.

NOW, THEREFORE, if the said Allison Nathan Getz shall faithfully perform and discharge all the duties required of him by law as Tax Assessor-Collector aforesaid, and shall[5] "faithful performance of the person's duties as assessor-collector."

then this obligation to be void, otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, witness our hands.

Allison Nathan Getz

Allison Nathan Getz (SEAL)
Principal

Fidelity and Deposit Company of Maryland
Surety

By Vickie Lacy
Vickie Lacy, *Attorney-in-Fact*

THE STATE OF TEXAS }
COUNTY OF JEFFERSON } SS:

Before me, DEBBIE BEVILACQUA on this day personally appeared Allison Nathan Getz, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 18 day of NOVEMBER, 2014

DEBBIE BEVILACQUA
Notary Public State of Texas
Commission Expires
MARCH 12, 2015

Debbie Bevilacqua
Notary Public

THE STATE OF TEXAS }
COUNTY OF Harris } SS:

Before me, the undersigned authority, in and for said County and State, on this day personally appeared Vickie Lacy known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of Fidelity and Deposit Company of Maryland _____ _____ and as the Attorney-in-Fact thereof, and for the purposes and and considerations therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this 18th day of November, 2014

JOE A. MARTINEZ
Notary Public, State of Texas
My Commission Expires
September 13, 2015

Joe A Martinez
Notary Public

Joe A. Martinez

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Vickie LACY, Richard COVINGTON, Maria D. ZUNIGA, Marc W. BOOTS, P. T. OSBURN and Joseph R. AULBERT, all of Houston, Texas, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 17th day of May, A.D. 2013.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: _____
Assistant Secretary
Eric D. Barnes

_____
Vice President
Thomas O. McClellan

State of Maryland
City of Baltimore

On this 17th day of May, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

_____
Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015

POA-F 168-7158

JEFFERSON COUNTY SHERIFF'S OFFICE

SHERIFF G. MITCH WOODS

CHIEF TIM SMITH — *LAW ENFORCEMENT*
CHIEF GEORGE MILLER — *CORRECTIONS*
CHIEF MARK DUBOIS — *SERVICES*
CHIEF RON HOBBS — *NARCOTICS*

RECEIVED
NOV 18 2014

To: Honorable Judge Jeff R. Branick
Commissioner Eddie Arnold
Commissioner Brent Weaver
Commissioner Michael Sinegal
Commissioner Everette Alfred

From: G. Mitch Woods, Sheriff

Subject: Retiring Corrections Officer – Vera M. Ozen

Date: November 18, 2014

Please place the following item on the Commissioners' Court agenda for November 24, 2014.

Consider and possible adopt a Resolution recognizing Vera M. Ozen for 8 years of dedicated service as a Corrections Officer for the Jefferson County Sheriff's Office and to the citizens of Jefferson County and wishing her well in her retirement.

Sincerely,

G. Mitch Woods

G. Mitch Woods, Sheriff
Jefferson County, Texas

Resolution

STATE OF TEXAS	§	COMMISSIONERS COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the _____ day of _____, 2014, on motion made by _____, Commissioner of Precinct No. ____, and seconded by _____, Commissioner of Precinct No. ____, the following Resolution was adopted:

WHEREAS, ***VERA M. OZEN***, has devoted 8 years of her life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, ***VERA M. OZEN***, has dedicated her talents and pledged her services as a Corrections Officer at the Jefferson County Correctional Facility; and

WHEREAS, through hard work and commitment to excellence, ***VERA M. OZEN,*** has earned the respect of her colleagues and the citizens of Jefferson County; and

WHEREAS, having made a significant contribution to the Jefferson County Sheriffs' Office, ***VERA M. OZEN,*** is recognized for her unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by her friends and co-workers.

NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend ***VERA M. OZEN***, for her dedicated service as a valuable employee of Jefferson County and wishes her well in her retirement.

SIGNED this _____ day of _____, 2014.

_____

JUDGE JEFF R. BRANICK
County Judge

_____

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

_____

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

_____

COMMISSIONER BRENT WEAVER
Precinct No. 2

_____

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Special, November 24, 2014

There being no further business to come before the Court at this time, same is now here adjourned on this date, November 24, 2014