SPECIAL, 2/23/2015 1:30:00 PM

BE IT REMEMBERED that on February 23, 2015, 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

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 February 23, 2015

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, willmeet at **1:30 PM,** on the **23rd** day of **February 2015** 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:

WORKSHOP: 1:00 p.m.-JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT CORPORATION to consider Resolution approving amendment to financing agreement between Jefferson 2012 Bond Holdings LLC and Jefferson Railport Terminal I (Texas) LLC.

INVOCATION: Eddie Arnold, Commissioner, Precinct One

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

PURCHASING:

1. Consider and possibly approve specifications for (RFQ 15-003/JW), Professional Engineering Design Services for Jefferson County.

SEE ATTACHMENTS ON PAGES 14 - 20

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

2. Receive and file bids for (IFB 14-055/JW), Re-bid Cheek Community Sewer Improvements GRINDER PUMPS Installation – Cheek Phase IV.

SEE ATTACHMENTS ON PAGES 21 - 490

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

3. Consider and possibly approve award, execute, receive and file a contract for (IFB 14-055/JW), Re-bid Cheek Community Sewer Improvements GRINDER PUMPS Installation – Cheek Phase IV with T. Johnson Industries, Inc. in the amount of $73,475.00.

SEE ATTACHMENTS ON PAGES 491 - 638

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

4. Execute, receive and file professional agreement (PROF 15-002/JW) with LJA Engineering, Inc. to provide preliminary engineering for Corps of Engineers permit application for siphons under the Intracoastal Canal. Funding will be provided by Texas Parks and Wildlife Grant. This project is part of the Salt Bayou restoration plan. Approved by Commissioners' Court on February 9, 2015 in the amount of $129,700.00.

SEE ATTACHMENTS ON PAGES 639 - 640

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

5. Consider and possibly approve, execute, receive and file a renewal for (IFB 11-013/KJS), Term Contract for Motor Fuel for Jefferson County with Petroleum Traders Corp. and Tri-Con, Inc. for a fourth additional one (1) year renewal from March 3, 2015 to March 2, 2016.

SEE ATTACHMENTS ON PAGES 641 - 642

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

6. Consider and possibly approve, execute, receive and file a renewal for (IFB 14-006/JW), Term Contract for Marine Motor Fuel for Jefferson County with C & I Oil Company, Inc. for the first additional one (1) year renewal from March 30, 2015 to March 29, 2016.

SEE ATTACHMENTS ON PAGES 643 - 643

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

7. Consider and possibly approve, execute, receive and file a renewal for (IFB 12-036/JW), Term Contract for Inmate Clothing and Supplies for Jefferson County with Bob Barker, Charm-Tex, ICS Jail Supplies, Shoe Corp of Birmingham, and Tabb Textile, Co, Inc. for a second additional one (1) year renewal from March 9, 2015 to March 8, 2016. Proposed price increases due to increased manufacturing costs are shown on Attachment A.

SEE ATTACHMENTS ON PAGES 644 - 651

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

8. Consider and possibly approve Change Order No. 1 to (JOC 14-050/DC), with Construction Zone for Emergency Repairs of the Fire Alarm , credit for permit fees and the cost of a relocation FACP and new FAAP panel for a deduction in the amount of $16,879.00 for a new contract sum of $757,905.61. This is in accordance with in accordance with TCPN Contract #R130203-TX-2464.

SEE ATTACHMENTS ON PAGES 652 - 653

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

COUNTY AUDITOR:

9. Consider and approve budget transfer - Road & Bridge, Precinct 4 - additional cost of road building equipment repairs.

114-0405-431-4018	ROAD MACHINERY	$10,000.00	
114-0402-431-3079	CRUSHED STONE		$10,000.00

SEE ATTACHMENTS ON PAGES 654 - 654

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

10. Consider and approve budget transfer - Crime Lab - additional cost for shelving and installation in new van.

120-3060-421-6007	AUTOMOBILES	$8,000.00	
120-3060-421-6020	TESTING EQUIPMENT		$8,000.00

SEE ATTACHMENTS ON PAGES 655 - 655

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

11. Consider and approve budget amendment - Beaumont Maintenance - replace kettle in Downtown Jail.

120-6083-416-6018	POWER TOOLS & APPLIANCES	$14,469.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		$14,469.00

SEE ATTACHMENTS ON PAGES 656 - 657

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

12. Consider and approve budget transfer - Constable, Precinct 1- additional cost for travel.

120-3065-425-1005	EXTRA HELP		$3,800.00
120-3065-425-5062	TRAVEL EXPENSE	$3,800.00	

SEE ATTACHMENTS ON PAGES 658 - 658

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

13. Regular County Bills - check #403711 through check #403963 (2/16/2015 and check #403964 through check #404182 (2/23/2015).

SEE ATTACHMENTS ON PAGES 659 - 675

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

COUNTY COMMISSIONERS:

14. Consider the Resolution approving action of Jefferson County Industrial Development Corporation approving the action of the Jefferson County Industrial Development Corporation approving an Amendment to Financing Agreement and other matters relating to its Hurricane Ike Disaster Area revenue bonds (Port of Beaumont Petroleum TransLoad Terminal, LLC Project), Series 2012.

    Action: TABLED

15. Consider and possibly approve an amended Resolution to authorize the Jefferson County Drug Intervention Court to apply for a grant funding from the Office of the Governor, Criminal Justice Division for the period of September 1, 2015 through August 31, 2016. (There is no match funding.)

SEE ATTACHMENTS ON PAGES 676 - 677

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

16. Consider and possibly approve a Resolution concerning the authority of Jefferson County to regulate game rooms.

SEE ATTACHMENTS ON PAGES 678 - 679

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

17. Consider and possibly approve a Resolution regarding support for legislation concerning the Extension of Chapter 313 of the Texas Tax Code regarding renewable energy projects.

SEE ATTACHMENTS ON PAGES 680 - 680

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

18. Receive and file E-Verify contract Amendment, Title IV-E Legal Services, Contract # 23939002 and # 23939003 to require County contractors and subcontractors to validate work authorization status of individuals working on State Contracts.

SEE ATTACHMENTS ON PAGES 681 - 685

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

19. Receive and file Order to Adopt the Ex Officio Road Commissioner System for Jefferson County, Texas, pursuant to Chapter 252, Subchapter A, Texas Transportation Code.

SEE ATTACHMENTS ON PAGES 686 - 687

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

20. Consider, possibly authorize the County Judge to execute an application for Crime Victim's Clearinghouse/Victims' Assistance Center grant No. 2103207 for funding for 1015-2016 from the Criminal Justice Division of the Governor's Office. (There is no unbudgeted match funding required.)

SEE ATTACHMENTS ON PAGES 688 - 689

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

21. Consider and possibly authorize the County Judge to execute an application to the Texas Community Development Block Grant program from the Texas Department of Agriculture for funding to provide first-time sewer service improvements in targeted areas.

SEE ATTACHMENTS ON PAGES 690 - 693

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

22. Consider and possibly approve a Proclamation for Engineers Week.

SEE ATTACHMENTS ON PAGES 694 - 694

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

23. Accept, receive and file Certification that the County Judge has completed the requirements of Sections 551.005 (c) and 552.012 (e) of the Government Code concerning training on the Texas Open Meetings Act and Public Information Act.

SEE ATTACHMENTS ON PAGES 695 - 698

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

24. Consider, possibly approve, authorize the County Judge to execute and receive and file a letter of intent of Jefferson County to partner with The Texas General Land Office to apply for United States Department of Housing and Urban Development National Disaster Resilience (CDBG-NDR) grant funding.

SEE ATTACHMENTS ON PAGES 699 - 700

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

25. Consider and possibly approve Emergency Grants from the Jefferson County Tourism Committee Hotel Occupancy Tax allocation recommendations for tournaments that were unable to apply previously due to not having contracts signed. Requested Recommended Southeast Texas Baseball Academy $21,985 $17,690 Tournament Non-bid Fee Rule STARS Over Texas $500 $500 Tournament Non-bid Fee Rule GT Baseball (5 tournaments) $2,500 $2,500

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

26. Consider, possibly authorize the County Judge to execute an application for Violence /Crimes Against Women (VAWA) grant No. 13466-18 for funding from the Criminal Justice Division of the Governor's Office.

SEE ATTACHMENTS ON PAGES 701 - 702

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

27. Consider, possibly approve and authorize the County Judge to execute a grant application from the Office of the Governor for the Juvenile Accountability Incentive Block Grant for the Juvenile Justice and Delinquency Prevention Allocation for FY 2016 in the amount of $ 140,138.00.

SEE ATTACHMENTS ON PAGES 703 - 704

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

28. Accept, receive and file Certification that Michael S. Sinegal, County Commissioner Pct. 3, has successfully completed the continuing education provisions of Article 81.0025 of the Texas Local Government Code.

SEE ATTACHMENTS ON PAGES 705 - 706

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

COUNTY TREASURER:

29. Receive and File Investment Schedule for January, 2015, including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 707 - 709

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

DISTRICT CLERK:

30. Consider and possibly approve setting a fee of $ 12 to produce passport photos in the District Clerk's office. The District Clerk will begin processing passports as authorized by Government Code Sec. 51.3031. This fee will be in addition to all other processing fees as established by Unites States Code, Title 22, Chapter 4.

SEE ATTACHMENTS ON PAGES 710 - 713

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

ENGINEERING:

31. Execute, receive and file Utility Permit 04-U-15 to AT&T for the boring of a Fiber Optic Cable line under Industrial Parkway. This project is located in Precinct 2.

SEE ATTACHMENTS ON PAGES 714 - 720

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

32. Consider and possibly approve out-of-state travel for Engineering Superintendent, Steven Stafford, to attend a class on the National Flood Insurance Program/Community Rating System in Emmitsburg, MD. This class is being conducted by FEMA. Course dates are April 27-30, 2015. The travel and lodging is at no expense to the County. The approximate cost will be $306.00.

SEE ATTACHMENTS ON PAGES 721 - 721

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

HISTORICAL COMMISSION:

33. Consider and possibly approve, receive and file the Jefferson County Historical Commission's Annual Report for 2014.

SEE ATTACHMENTS ON PAGES 722 - 748

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

34. Consider and possibly approve appointments for the Jefferson County Historical Commission for the term 2015-2017.

SEE ATTACHMENTS ON PAGES 749 - 749

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

RISK MANAGEMENT:

35. Receive and file Tristar Risk Management executed Claims Service Agreement - Workers Compensation Amendment.

SEE ATTACHMENTS ON PAGES 750 - 750

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

SHERIFF'S DEPARTMENT:

36. Consider and approve a Resolution for Deputy Billy A. Rhea for 17 years and 6 months of dedicated service for the Jefferson County Sheriff's Office and wishes him well in his future endeavors.

SEE ATTACHMENTS ON PAGES 751 - 752

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

DISTRICT ATTORNEY:

37. Consider and approve reclassification of a Secretary Position (11311 and Grade 38) with a budget of $36,716 to a Personal Computer Technician position (1313 and Grade 49) with a budget of $36,716.

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

Other Business:

Hear update from Tax Assessor- Collector regarding changes in the educational process in the Tax Assessor- Collector's office.

To hear presentation from Pinnacle Venue Services regarding Operations Assessment and related costs of Ford Park.

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, 3rd Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

February 23, 2015

Request for Statements of Qualification (RFQ 15-003/JW)
Professional Engineering Design Services for Jefferson County

Dear Vendors:

You are invited to submit a statement of qualifications in accordance with the attached document, RFQ 15-003/JW, Professional Engineering Design Services for Jefferson County. Jefferson County is requesting statements of qualifications from qualified firms.

All interested individuals and firms should obtain a "Request for Qualifications" packet from the Jefferson County Purchasing website at: www.co.jefferson.tx.us/Purchasing/main.htm

All responses shall be submitted with an original and three (3) hard copies, to the Jefferson County Purchasing Department, 1001Pearl Street, 3rd Floor, Beaumont, Texas 77701, no later than 11:00 am CST, March 24, 2015. Jefferson County does not accept responses submitted electronically. Responses will be publicly opened and the names of responding firms will be read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquires shall be directed in writing to: Deborah Clark, Purchasing Agent via fax 409-835-8456 or e-mail at: syphrett@co.jefferson.tx.us.

REQUEST NAME: Professional Engineering Design Services for Jefferson County
REQUEST NO. : RFQ 15-003/JW
DUE DATE/TIME: 11:00 am CST, Tuesday, March 24, 2015
MAIL OR DELIVER TO: Jefferson County Purchasing Department
1001 Pearl Street (3rd Floor)
Beaumont, TX 77701

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

We look forward to your active participation in this solicitation.

Sincerely,

Deborah L. Clark
Purchasing Agent

Publish: Beaumont Enterprise & Port Arthur News - February 25th & March 4th, 2015

Request for Statements of Qualification (RFQ 15-003/JW)
Professional Engineering Design Services for Jefferson County

Purpose

Jefferson County is requesting statements of qualifications and experience from all interested architects, engineers, consultants, and laboratories desiring to provide consultant services to the County as jobs arise. The services may include any of the following for projects being developed by the County:

- Master Planning
- Scope Development
- Architectural and Engineering design
- Testing of Materials
- Surveying
- Landscape Architecture
- Site Inspection
- Construction Management

Procedure

Firms are encouraged to submit statements of qualifications and experience to be kept on file in the Jefferson County Purchasing Department. For a given project, the responsible Jefferson County department head will appoint a selection committee, which will evaluate responses and select, in order of preference, a short list of at least three firms. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list.

Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm. If agreement is reached, the County will retain the firm and enter into a written contract with it. If an agreement cannot be negotiated with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

Selection Committee

Because of the diversity of the departments and activities of the County, the responsible department head will appoint the selection committee for a given project. The department head will appoint a chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding. Other members may be appointed as necessary and appropriate, but the total number of persons on the selection committee shall not exceed four (4) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project, in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project; therefore, a firm rated number one for one project could very well not even be rated for another.

Qualifications Statement Requirements

Firms desiring to be considered for professional design services to Jefferson County are required to submit a Statement of Qualifications and Experience in order to be considered for contracts under this procedure. Only firms with statements on file with the County will be evaluated. The statement should contain, as a minimum, the following:

1. Name of the firm wishing to contract with the County.

2. Name(s) of firm(s) wishing to partner with other firms, or to use design firms as subcontractors.

3. In reference to Items 1 & 2 (above), include a complete breakout list of the number of personnel available by discipline, skill, or knowledge area to work on County projects, with a total of all firms shown.

Example of Breakout List Format Below:

Discipline	Your Firm Name Here	Additional Firm Name Here	Additional Firm Name Here	Total
Architect	2 *(personnel available)*	1 *(personnel available)*	5 *(personnel available)*	8 *(personnel available)*

Disciplines to be included in the breakout list (in the format above) are as follows:

- Aerial Specialist
- Architect
- CADD Operator
- Chemical Engineer
- Civil Engineer
- Clerical Admin
- Coastal Engineer
- Coastal Geomorphologist
- Construction Admin
- Construction Engineer
- Construction Inspector
- Design Technician
- Draftsperson
- EIT
- Electrical Engineer
- Electrical Tech
- Environmental Engineer
- Engineering Tech
- Estimator
- Hydrologist
- Interior Designer
- Intern
- Landscape Architect
- Mechanical Engineer
- Planner-Urban/Region
- Project Manager
- Registered Planner
- Resident Engineer
- Sanitary Engineer
- Soils Engineer
- Structural Engineer
- Surveyor
- Draftsperson
- Spec Writer
- Clerk/Typist
- Transportation Engineer

4. An indication of the type(s) of contracts the firm would be interested in being considered for. Qualifications and experience shall be submitted for each expertise. Examples would include, but not be limited to:
    - Architect and Engineer Services
    - Civil Design/ Civil Engineering
    - Coastal Project Analysis
    - Comprehensive Facility Evaluation
    - Construction Administration/ Construction Management/ Materials Testing
    - Design- Building

- Engineering Design Services
- Environmental Permitting
- Erosion Response
- Facility Planning/ Design
- Failure Investigation
- Foundation Design
- Geotechnical Engineering
- Hydraulics /Hydrology
- Interior Design
- Master Planning
- Non-Destructive Testing
- Pavement Consulting/Design
- Retrofit and New Roofing
- Scope Development
- Site Layout and Preparation
- Site Inspection
- Site Selection Consulting
- Structural Analysis and Design
- Surveying
- Testing
- Transportation Engineering
- Utility Design
- Wastewater Management
- Water Supply/ Waste Water Engineering

5. Biographies or resumes, including home office location and other relevant information, for each key staff member likely to be assigned to a project and for any sub-consultants proposed to be used on projects.

6. Names, titles, address, and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must be named for addressing questions generated during the evaluation process.

7. A description of representative work accomplished for all jobs within the past three (3) years.

8. A list of all projects accomplished for Jefferson County, including the name of the County's representative for each project. This list shall be used as one of the sources for references.

9. A list of references, other than Jefferson County, who have contracted the types of work the firm, is offering to perform. Include name of owner, contact person, and telephone number for jobs listed in (6) above. A reference form is included in this package.

10. Location of primary business office location and location that will serve Jefferson County (if different than primary location).

U.S. Government Forms 254 and 255, used for selection of Architects and Engineers, may be used as part of submissions. All requirements stated above must be presented in the order given in order to be eligible for maximum points.

Rating Criteria

The committee selected for a specific project will select a firm or firms for the work required. Firms will be evaluated using the following criteria:

Ability to meet goals and objectives for the project	40 points
Performance/References	30 points
Experience on similar projects	20 points
Staff qualifications	10 points

Submission Requirements

One original and three (3) hard copies, of the qualifications statements shall be mailed or delivered to:

Jefferson County Purchasing Department
1001 Pearl Street, 3rd Floor
Beaumont, TX 77701
Attn: Deborah L. Clark, Jefferson County Purchasing Agent

All submissions must be received by 11:00 am CST, Tuesday, March 24, 2015. Late submissions will not be accepted.

Please direct questions to Jamey West, Contract Specialist at (409) 835-8593, or e-mail at: jwest@co.jefferson.tx.us

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: _____

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: _____

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.

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

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
H & H On-Site Wastewater Systems, Inc.

360 South Main
Vidor, TX 77662

SURETY:
(Name, legal status and principal place of business)
Westchester Fire Insurance Company
436 Walnut Street, WA10G
Philadelphia, PA 19106

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
Jefferson County Texas
1001 Pearl Street
Beaumont, TX 77701

BOND AMOUNT: **Five Percent (5%) of Total Amount Bid**

PROJECT:
(Name, location or address, and Project number, if any)
Rebid Check Community Sewer Improvements Project Phase IV

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **10th** day of **February** **2015**

Sherry Norris
(Witness)

H & H On-Site Wastewater Systems, Inc.
(Principal) *(Seal)*

Henry H Jones
(Title)

Courtney Pastorick
(Witness)

Westchester Fire Insurance Company
(Surety) *(Seal)*

(Title) **Mary Catherine Turner, Attorney-in-Fact**

Init.
/

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061110

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That **WESTCHESTER FIRE INSURANCE COMPANY**, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(6) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

Does hereby nominate, constitute and appoint Garrett Turner, Mary Catherine Turner, Meghann Turner, all of the City of BATON ROUGE, Louisiana, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Five million dollars & zero cents ($5,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice President, has hereunto subscribed his name and affixed the Corporate seal of the said **WESTCHESTER FIRE INSURANCE COMPANY** this 23 day of October 2014.

WESTCHESTER FIRE INSURANCE COMPANY

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.:

On this 23 day of October, AD. 2014 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice President of the **WESTCHESTER FIRE INSURANCE COMPANY** to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Sept. 20, 2018

Notary Public

I, the undersigned Assistant Secretary of the **WESTCHESTER FIRE INSURANCE COMPANY**, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary and affixed the corporate seal of the Corporation, this 10th day of February, 2015.

William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER October 23, 2016.

Doc#Ald #04546 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.

ACTION CIVIL ENGINEERS, PLLC
Firm Registration No. F-16376

ADDENDUM NO. 1

Addendum Issued: February 4, 2015

Re-bid Cheek Phase IV (IFB 14-055 JW)

Re-Bid Cheek Community Sewer Improvements Grinder Pumps Installation – Cheek Phase IV Jefferson County, Texas

Re-bid Cheek Phase IV (IFB 14-055 JW)

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 84-85* with revised **Bid Proposal** *Pages 84-85* attached.

   Clarification: Quantities for 4" PVC has been added as a bid item No.

2. **BID OPENING**

   The bid opening scheduled for February 10, 2015 will now take place in the **ENGINEERING CONFERENCE ROOM**, 5th floor of the Old Courthouse.

Received

Date:_____ **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

Bid Proposal
ADDENDUM NO. 1
Re-Bid Cheek Community Sewer Improvements Grinder Pumps Installation
Cheek Phase IV Jefferson County, Texas
Jefferson County, Texas
TXCDBG Contract No. 713520|ACE Job No. 114-18

NO.	ITEM	UNIT	QTY	UNIT PRICE BID WRITTEN IN WORDS DOLLARS	UNIT PRICE BID WRITTEN IN WORDS CENTS	UNIT PRICE WRITTEN IN FIGURES DOLLARS	UNIT PRICE WRITTEN IN FIGURES CENTS	TOTAL PRICE BID WRITTEN IN FIGURES DOLLARS	TOTAL PRICE BID WRITTEN IN FIGURES CENTS
1	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.	8	Five Thousand Five Hundred Forty Five dollars	Seventy Seven Cents	$ 5,545.	77	$ 44366.	15
2	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.	5	Four Thousand Eight hundred Fifty dollars	none	$ 4850.	00	$ 24,250	00
3	ABANDON EXISTING SEPTIC TANK	EA.	13	Five hundred Dollars	none	$ 500.	00	$ 6,500.	00
4	1 1/4" HDPE SDR-11 SANITARY SEWER SERVICE LINE, COMPLETE IN PLACE, FROM VALVE BOX TO GRINDER UNIT	LF	1,900	Five dollars	none	$ 5.	00	9,500	00
5	FURNISH & INSTALL 4" PVC FOR ADDITIONAL LINES WHEN AUTHORIZED BY THE ENGINEER.	LF	100	Ten dollars	Fifty Cents	$ 10.	50	$ 1,050	00
						TOTAL		$ 85,666.	15
	STATEMENT FOR SEPARATED CONTRACT COMPLIANCE:								
	NON-CONSUMABLE MATERIALS AND EQUIPMENT.....							$ 51,399.	69
	SKILLED LABOR, MATERIALS, EQUIPMENT AND TOOLS.....							$ 34266.	46
						TOTAL		$ 85,666.	15

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 (85) calendar days as June 1st 2015 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: H.C. Hoosier Wastewater Systems ADDRESS: 360 S main Vidor Tx 77662 Phone: (409) 783 1600

BY: Henry W Adams DATE: 2/10/15

Alternate Bid Proposal
ADDENDUM NO. 1
Re-Bid Cheek Community Sewer Improvements Grinder Pumps Installation
Cheek Phase IV Jefferson County, Texas
Jefferson County, Texas
TXCDBG Contract No. 713520|ACE Job No. 114-18

NO.	ITEM	UNIT	QTY	UNIT PRICE BID WRITTEN IN WORDS DOLLARS	UNIT PRICE BID WRITTEN IN WORDS CENTS	UNIT PRICE WRITTEN IN FIGURES DOLLARS	UNIT PRICE WRITTEN IN FIGURES CENTS	TOTAL PRICE BID WRITTEN IN FIGURES DOLLARS	TOTAL PRICE BID WRITTEN IN FIGURES CENTS
1	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.	5	Five Thousand Five Hundred forty Five Dollars	Seventy Seven	$ 5545.	77	$ 27,728.	85
2	ABANDON EXISTING SEPTIC TANK	EA.	5	Five Hundred Dollars	none	$ 500.	00	$ 2,500.	00
3	1 1/4" HDPE SDR-11 SANITARY SEWER SERVICE LINE, COMPLETE IN PLACE, FROM VALVE BOX TO GRINDER UNIT	LF.	511	Two Thousand Five hundred Fifty Five dollars	none	$ 5.	00	$ 2,555	00
4	FURNISH & INSTALL 4" PVC FOR ADDITIONAL LINES WHEN AUTHORIZED BY THE ENGINEER.	LF	100	One Thousand Fifty dollars	Fifty Cents	$ 10.	50	$ 1,050	00

							TOTAL		$ 33,833. 85
	STATEMENT FOR SEPARATED CONTRACT COMPLIANCE:								
	NON-CONSUMABLE MATERIALS AND EQUIPMENT.....								$ 20,299 80
	SKILLED LABOR, MATERIALS, EQUIPMENT AND TOOLS.....								$ 13,534 05
							TOTAL		$ 33,833 85

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 (15) calendar days as June 15th 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 2015 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: Hi Horsike water Systems Inc ADDRESS: 360. S. main Vidor Tx Phone: 409 783 1600

BY: Henry A Norris DATE: 2/10/15

Non-collusion Affidavit of Prime Bidder

State of TEXAS }

County of JEFFERSON }

Henry A Norris Jr, being first duly sworn, deposes and says that:

(1) He is Manager of NiH onsite, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the _____ (Local Public Agency) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) Henry A Norris Jr

Manager
Title

Subscribed and sworn to me this 10 day of February 2015.

By Amber Chandler

Notary Public

AMBER CHANDLER
MY COMMISSION EXPIRES
November 1, 2017

My commission expires 11.1.17

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: _____

AMBER CHANDLER
MY COMMISSION EXPIRES
November 1, 2017

Affix Corporate Seal

Attest: By: _____

Countersigned

By _____

* Attorney-in-Fact, State of _____

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 Orange

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Henry A Norris, who

(Name)

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

"I, Henry Norris am a duly authorized officer of/agent

(Name)

for H:H onsite and have been duly authorized to execute the

(Name of firm)

foregoing on behalf of the said H:H onsite wastewater System 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: H:H onsite wastewater System Inc

Fax: (409) 783 1611 Telephone#: (409)-783/611

By: Henry A Norris Title: manager

(Print name)

Signature: Henry A Norris

SUBSCRIBED AND SWORN to before me by the above-named

Henry Norris on

this the 10 day of February, 2015.

Amber Chandler Notary Public in and for the State of Texas

AMBER CHANDLER
MY COMMISSION EXPIRES
November 1, 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 H;H onsite wastewater [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).

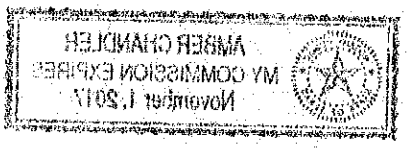
Taxpayer Identification Number (T.I.N.):	760602824
Company Name submitting bid/proposal:	H;H onsite wastewater Systems Inc
Mailing address:	360 S. main Victoria Tx 77662
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

Jefferson County Tax Acct. No.*	Property address or location**
	N/A

* 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 Contact Information

H&H ONSITE WASTEWATER SYSTEMS INC.
360 SOUTH MAIN
VIDOR, TX 77662
409-783-1600

IFB 14-055/JW

Company Name

Point of contact for this offer:

Address

Name (Printed)

City State Zip

Phone Fax

Henry R Jones

Signature of Point of Contact

hhonsitewastewater@att.net

E-mail

Manager

Title

Bid bond return address:

360. S. Main Vidor Tx 77662

(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.

COUNTY OF JEFFERSON

Standard Form of Agreement for Owner-Contractor Projects

State of TEXAS }
County of JEFFERSON }

THIS AGREEMENT, made and entered into this 23rd day of February, A.D. 2015, 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 eight (8) new Simplex Grinder Pump Units, and Install five (5) 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 90 consecutive calendar days after issuance of the "Notice to Proceed" and to be at Final Completion within 90 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: Jeff R. Branick, Jefferson County Judge

ATTEST: Carolyn Guidry

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

T. Johnson Industries, Inc.
Party of the Second Part (CONTRACTOR)

By: Terry Johnson

ATTEST: Steve Johnson

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 J & H onsite, 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.

Prime Contractor's Local Opportunity Plan

Hi Hon site wastewater Systems 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 H:H onsite wastewater systems llc 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 Henry A Norris Sr as our EEO Officer.

Henry A Norris Jr

Signature of Appointing Officer

Manager

Title

2/10/15

Date

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: H&H onsite wastewater Systems Inc Date Organized: 5/1994

Address: 360 S. main Victor Tx 77662 Date Incorporated: 5/1996

Number of Years in contracting business under present name: _____

CONTRACTS ON HAND:

Contract	Amount $	Completion Date
Orange County Purchasing Dept	46,545.00	6/15
Private Homeowner Plumbing	84,000.00	4/15

Type of work performed by your company: utility, Plumbing, Electrical

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 Purchasing Dept.	$330,000.00	December 2014

Major equipment available for **this** contract: Trackhoe, Backhoe, Trencher

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: $ 250,000 Bank reference: Dupont Credit union

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

Executed this 10 day of February, 2015.

By:(signature) Henry A Norris Jr Title: Manager

(print name) Henry A Norris Jr

Proposed Contracts Breakdown

Type of Contracts	No. of Contracts	Approx. Total Dollar Amount	Estimated No. to Local Business	Estimated $ Amount Local Business
Orange County	4	55,000.00		
Private owners	12	84,000.01		

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
Operators	2	2	0	
Pipelayers	2	2	0	
Common Labor	2	2	0	
Totals				

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)

H&H onsite wastewater systems LLC
360 S. Main Victoria, Tx 77902

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)

Henry A Norris Jr manager

SIGNATURE Henry A Norris DATE 2/10/15

Section 504 Certification

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The Manager 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) H&H ONSITE WASTEWATER SYSTEMS INC.

(Address) 360 SOUTH MAIN
VIDOR, TX 77662
409-783-1600

City State Zip

Telephone Number (409) 783 - 1600 Voice

(409) 783 - 1611 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 2/10/15
	PROJECT NUMBER (if any) Phase IV
C/O	PROJECT NAME Cheek Community Sewer Improvement

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:
   H&H onsite waste water systems Inc
   360 S. Main Vidor Tx 77662

   (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
Henry A Norris Sr	Manager	2650 Baywood Vidor Tx 77662
Henry A Norris Jr	Manager	2650 Baywood Vidor Tx 77662

(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

H:H onsite wastewater
(Contractor)

Date 2/10/2015

By Henry A Waring Jr

Payment Bond

KNOW ALL MEN BY THESE PRESENTS: that H&H ONSITE WASTEWATER SYSTEMS INC. 360 SOUTH MAIN VIDOR, TX 77662 409-783-1600

(Name of Contractor or Company)

(Address)

A Corporation, hereinafter called Principal,

(Corporation / Partnership)

and Westchester Fire Insurance Company

(Name of Surety Company)

436 Walnut Street WA10G Philadelphia P.A. 19106

(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:

Cheek Community Sewer Project

(Project Name)

Certificate as to Corporate Principal

I, Henry Nunn, certify that I am the Manager, 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: Manager

* Power-of-attorney for person signing for Surety Company must be attached to bond.

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that

H&H ONSITE
~~WASTEWATER SYSTEMS INC~~ (Name of Contractor or Company)
360 SOUTH MAIN
VIDOR, TX 77662
409-783-1600 (Address)

a Corporation hereinafter called Principal, and

Westchester Fire Insurance Company
(Name of Surety Company

436 Walnut Street WA 10G Philadelphia P.A. 19106
(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.

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.

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.

   Henry A Norris

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

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 N/A

   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 N

   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.

   None

7.

Henry A Jones — Signature of person doing business with the governmental entity

2/10/15 — 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.

Henry A Norris
Printed Name of Authorized Representative

Signature

Manager
Title

2/10/15
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: H;H onsite wastewater Systems Inc HUB: ☐ Yes ☐ No

Address: 360 S. Main Vidor Tx 77662
Street City State Zip

Phone (with area code): (409) 926 7831600 Fax (with area code): 409 783 1611

Project Title & No.: Cheek Community Sewer Improvement Project

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:

Henry A Norris — Printed Name of Contractor Representative

[signature] — Signature of Representative

2/10/15 — 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: H&H onsite wastewater systems llc HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): Male, White

Address: 360 S. Main Victor TX 77662
Street City State Zip

Phone (with area code): (405) 783 1600 Fax (with area code): 405 783 1611

Project Title & No.: Check Community Sewer Improv IFB/RFP No.: Phase II

Total Contract: $ 119,500.00 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 gulde 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: _____

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): HENRY A NORRIS

Title: Manager

Signature: Henry A Norris

Date: 2/10/15

E-mail address: hhonsitewastewater@att.net

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

Name (print or type): _____

Title: Same

Date: _____

E-mail address: _____

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

H & H onsite wastewater System Inc — Cheek Community Sewer Improv
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.

Henry A Norris — Henry A Norris Manager
Name & Title of Signer (Print or Type)

Henry A Norris — 2/10/15
Signature — Date

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

The undersigned Henry A Norma of W F H onsite wastewater Systems 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: Henry A Norma Date: 2/10/15

Title: Manager

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 (that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a 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

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):*	c. commission d. contingent fee e. deferred
a. cash b. in-kind: specify: nature	
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: Henry A Nunis

Print Name: Henry A Nunis

Title: manager

Telephone No.: 409 783 1600 Date: 2/10/15

Federal Use Only:

Authorized for Local Reproduction

Standard Form LLL (Rev. 7-97)

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.

CONTRACT DOCUMENTS
AND
TECHNICAL SPECIFICATIONS
FOR

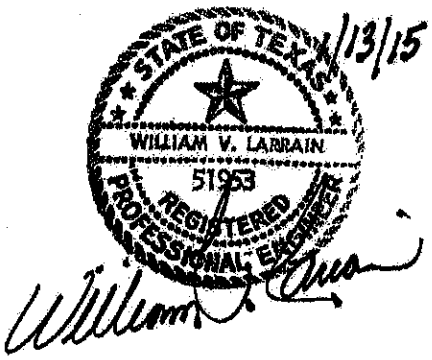
JEFFERSON COUNTY

RE-BID CHEEK COMMUNITY SEWER IMPROVEMENTS PROJECT

GRINDER PUMPS – CHEEK PHASE IV

CHEEK AREA COMMUNITY
JEFFERSON COUNTY, TEXAS

"Texas Community Development Block Grant Program"
TXCDBG Contract No. 713250
Bid (IFB 14-055/JW)
ACE Job No. 114-18



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-16376
Email: dp@dpengineersinc.com

JEFFERSON COUNTY
PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1001 Pearl Street, 3rd Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

January 20, 2015

LEGAL NOTICE

Advertisement for Invitation for Bids

Dear Bidders:

You are invited to submit bids in accordance with specifications packet, Invitation for Bid (IFB 14-055/JW), Re-Bid 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 Department, 1001 Pearl Street, 3rd Floor, Beaumont, TX 77701, no later than **11:00 AM, Tuesday, February 10, 2015**. 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 Jamey West, Jefferson County Contract Specialist at 409-835-8593.

A mandatory Pre-Bid Conference will be held on February 3, 2015 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:	**Re-Bid Cheek Community Sewer Improvements GRINDER PUMPS Installation – Cheek Phase IV**
BID NO:	**IFB 14-055/JW**
DUE DATE/TIME:	**11:00 AM, February 10, 2015**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1001 Pearl Street, 3rd Floor** **Beaumont, TX 77701**

Sincerely,

Deborah Clark

Deborah L. Clark
Jefferson County
Purchasing Agent

Publish: The Beaumont Enterprise and The Port Arthur News on January 21st & January 28th, 2015.

General Decision Number: TX150079 01/02/2015 TX79

Superseded General Decision Number: TX20140079

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)

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015

ELEC0479-003 09/29/2014

	Rates	Fringes
ELECTRICIAN	$ 27.40	11.66

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	
LUMBER	$ 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.

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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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates

the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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.

==========

END OF GENERAL DECISION

Notice to Bidders

IFB 14-055/JW

SEALED BIDS, IN TRIPLICATE, SHALL BE SUBMITTED TO:

JEFFERSON COUNTY PURCHASING DEPARTMENT, THIRD FLOOR
JEFFERSON COUNTY COURTHOUSE
1001 PEARL STREET, 3RD FLOOR, BEAUMONT, TEXAS 77701

NO LATER THAN 11:00 AM, CENTRAL TIME, TUESDAY, FEBRUARY 10, 2015

MARK ENVELOPE:
"IFB 14-055/JW- 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 February 10, 2015**. 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.

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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
1001 Pearl Street, 3rd 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$500.00 for 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	$1,000,000.00
Excess Liability	$1,000,000.00
Property Insurance	Improvements & Betterments
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 8.1. – 8.7., 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.

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 _ _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.

§ 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,

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 appear at 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 14-055/JW
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.

   *It is the intent for this project to be bid providing a **Thirteen (13)** Grinder Pump Units with an alternate bid providing a **Five (5)** Grinder Pump Units. The **"Bid Proposal"** allows for a complete bid for the 13 Grinder Pump Units and the **"Alternate Bid Proposal"** allows for a complete bid for the 5 Grinder Pump Units. Award of the contract will be made to one successful contractor based on the following considerations:*

   1) *The dollar amount indicated as the Total Price Bid for either the **"Bid Proposal"** or the **"Alternate Bid Proposal"**. Selection of either the **"Bid Proposal"** or the **"Alternate Bid Proposal"** shall be based on the availability of funds.*
   2) *Number of **"Calendar Days"** bid on the **"Bid Proposal"** or the **"Alternate Bid Proposal"**.*

   *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 February 3, 2015 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. 5 Grinder Station shall be provided by Jefferson County, Precinct 4. The contractor will provide a separate price item as specified in Bid Item No. 2.
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 eight (8) new Simplex Grinder Pump Units, and install five (5) 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 (8 NEW)

Furnish and 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) *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 (5 Provided by Jefferson County)

Install **five (5)** 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) *Five (5)* – Simplex Grinder Pump Units
5) *Five (5)* – 24" X 60" fiberglass tank with solid lid and neoprene gasket.
6) *Five (5)* – 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. Grinder Pump Location (Base Bid)

Service lines location will be determined in the field between the contractor, and engineer. The following are the thirteen (13) addresses:

9382 Lawhon	4048 Wells	7116 Faith
8033 Boyt	8701 Phillips	8461 Landry
7964 Boyt	7606 Boyt	8684 Phillips
7351 Boyt	7498 Boyt	
7763 Boyt	7727 Boyt	

5. Grinder Pump Location (Alternate Bid)

Service lines location will be determined in the field between the contractor, and engineer. The following are the five (5) addresses:

7257 Boyt	5808 Moonglow	5853 Martel
8643 Phillips	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 .....

H&H ONSITE
WASTEWATER SYSTEMS INC.
360 SOUTH MAIN
VIDOR, TX 77662
409-783-1600

Jefferson County Texas
IFB 14-055/JW Sealed Bid
Cheek Community Sewer Improvement Project
Grinder Pump Installation
Cheek Phase IV

Cheek Community

RECEIVED [illegible] 10, 2015
10:54 JW

ACTION CIVIL ENGINEERS, PLLC
Firm Registration No. F-16376

ORIGINAL

ADDENDUM NO. 1

Addendum Issued: February 4, 2015

Re-bid Cheek Phase IV (IFB 14-055 JW)

Re-Bid Cheek Community Sewer Improvements Grinder Pumps Installation – Cheek Phase IV Jefferson County, Texas

Re-bid Cheek Phase IV (IFB 14-055 JW)

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 84-85* with revised **Bid Proposal** *Pages 84-85* attached.

Clarification: Quantities for 4" PVC has been added as a bid item No.

2. BID OPENING

The bid opening scheduled for February 10, 2015 will now take place in the **ENGINEERING CONFERENCE ROOM**, 5th floor of the Old Courthouse.

Received

Date: 2/4/15 **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

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	Stormwater/Junction Box repair	MK14-0054
City of Port Arthur	61st Street 2.4 mg Water Tank	$ 2,825,250.00	Concrete foundation & Steel Tank Install	MK14-0055
AWC/Cheniere	12" & 24" Steel Waterlines	$ 11,468,000.00	Welded steel waterline bores	MK14-0060
		$ 22,251,427.00		

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
[illegible]	[illegible]	[illegible]

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

CONTRACT DOCUMENTS
AND
TECHNICAL SPECIFICATIONS
FOR

JEFFERSON COUNTY

RE-BID CHEEK COMMUNITY SEWER IMPROVEMENTS PROJECT

GRINDER PUMPS – CHEEK PHASE IV

CHEEK AREA COMMUNITY
JEFFERSON COUNTY, TEXAS

"Texas Community Development Block Grant Program"
TXCDBG Contract No. 713250
Bid (IFB 14-055/JW)
ACE Job No. 114-18

JEFFERSON COUNTY TEXAS

DEPARTMENT OF AGRICULTURE • TEXAS •

STATE OF TEXAS
WILLIAM V. LARRAIN
51963
REGISTERED PROFESSIONAL ENGINEER
4/13/15

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-16376
Email: dp@dpengineersinc.com

JEFFERSON COUNTY
PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1001 Pearl Street, 3rd Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

January 20, 2015

LEGAL NOTICE

Advertisement for Invitation for Bids

Dear Bidders:

You are invited to submit bids in accordance with specifications packet, Invitation for Bid (IFB 14-055/JW), Re-Bid 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 Department, 1001 Pearl Street, 3rd Floor, Beaumont, TX 77701, no later than **11:00 AM, Tuesday, February 10, 2015.** 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 Jamey West, Jefferson County Contract Specialist at 409-835-8593.

A mandatory Pre-Bid Conference will be held on February 3, 2015 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:	**Re-Bid Cheek Community Sewer Improvements GRINDER PUMPS Installation – Cheek Phase IV**
BID NO:	**IFB 14-055/JW**
DUE DATE/TIME:	**11:00 AM, February 10, 2015**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1001 Pearl Street, 3rd Floor** **Beaumont, TX 77701**

Sincerely,

Deborah L. Clark
Jefferson County
Purchasing Agent

Publish: The Beaumont Enterprise and The Port Arthur News on January 21st & January 28th, 2015.

General Decision Number: TX150079 01/02/2015 TX79

Superseded General Decision Number: TX20140079

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)

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015

ELEC0479-003 09/29/2014

	Rates	Fringes
ELECTRICIAN	$ 27.40	11.66

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.

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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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates

the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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

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Notice to Bidders

IFB 14-055/JW

SEALED BIDS, IN TRIPLICATE, SHALL BE SUBMITTED TO:

JEFFERSON COUNTY PURCHASING DEPARTMENT, THIRD FLOOR
JEFFERSON COUNTY COURTHOUSE
1001 PEARL STREET, 3RD FLOOR, BEAUMONT, TEXAS 77701

NO LATER THAN 11:00 AM, CENTRAL TIME, TUESDAY, FEBRUARY 10, 2015

MARK ENVELOPE:
"IFB 14-055/JW- 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 February 10, 2015**. 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
1001 Pearl Street, 3rd 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$500.00 for 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	$1,000,000.00
Excess Liability	$1,000,000.00
Property Insurance	Improvements & Betterments
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 8.1. – 8.7., 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. 2015, 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 _ _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 14-055/JW

BDS Construction LLC
Company Name dba MK Construction

Point of contact for this offer:

24485 North St
Address

Carrie Vincent
Name (Printed)

Vidor TX 77662
City State Zip

409-769-0089 409-769-1288
Phone Fax

Carrie Vincent
Signature of Point of Contact

carriv@mkconstruction.com
E-mail

Office Manager
Title

Bid bond return address:

Same as above

Prime Contractor's Local Opportunity Plan

BDS Construction LLC
dba MK Construction

Name of Company agrees to implement the following specific affirmative 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 BDS Constructions LLC. dba. MK Constructions, 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 Carrie Vincent as our EEO Officer.

Carrie Vincent
Signature of Appointing Officer

Office Manager
Title

2/9/15
Date

Proposed Contracts Breakdown

Type of Contracts	No. of Contracts	Approx. Total Dollar Amount	Estimated No. to be local Business	Estimated $ Amount Local Business
Utility Ins.	1	$100,000-	1	$100,000-

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
Super	1	1	0	0
Operator	1	1	0	0
Labor	3	3	0	0
Electrician	1	1	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: 3DS Construction LLC. dba MK Construction 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 - Drainage

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 attached

Credit available: $ 1,250,000.00 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 10 day of Feb, 2015

By:(signature) _____ Title: Owner

(print name) Michael Brown

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)

BDS Constructors LLC dba. MK Constructors
2485 North St Vidor TX 77662

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)

Michael Brown

2/9/15

SIGNATURE DATE

Section 504 Certification

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

BDS Construction LLC
The dba MK Construction 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) Michael Braun

(Address) 2485 North St

Vidor TX 77662

City State Zip

Telephone Number (409) 769 0089 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).

2/1/18

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) Jefferson County	DATE 2/9/15
	PROJECT NUMBER (if any)
C/O	PROJECT NAME Creek Community Sewer Improvements Grinder Pumps.

1. The undersigned, having executed a contract with Jefferson County 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:

   BDS Constructors LLC
   dba mk. Constructors

   (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
Michael Brown	Vice President	4340 Hwy 1131 Vidor Tx 77662
Kenneth Stewart	President	4615 Regina Ln Bmt Tx. 77706

(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
N/A	N/A	

(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
	N/A	

BDS Construction LLC
dba MR Construction
(Contractor)

Date 2/10/15

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 Constructors, LLC dba M.E. Constructors, 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) *[signature]

Vice President
Title

Subscribed and sworn to me this 10 day of Feb, 15

By: Carrie Vincent

Notary Public

My commission expires 4/13/16

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, _____ 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 _____

Bid Bond

BDS Constructors, LLC

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, dba M.K.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 February 10, 2015, 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 10th day of February, 2015, 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)

BDS Constructors, LLC dba M K Constructors

Attest: _____ By: _____ (SEAL)

Affix Corporate Seal

Hartford Fire Insurance Company

Attest: _____ By: _____

Douglas N. McElveen, Attorney-in-Fact

Affix Corporate Seal

Attest: By: _____

Countersigned

By _____

* Attorney-in-Fact, State of LA

Certificate as to Corporate Principal

I, Michael Braun certify that I am the Vice President, Secretary of the Corporation named as Principal in the within bond; that Michael Braun signed the said bond on behalf of the Principal was then 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

* 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.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

CERTIFICATE

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 February 10, 2015

Signed and sealed at the City of Hartford.

Gary W. Stumper, Vice President

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

I, the undersigned, CRAIG CLENDENIN, the duly authorized and acting legal representative of the BOS CONTRACTORS, LLC D/B/A MK CONSTRUCTORS, does 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: 2/10/15

Print Attorney's Name: CRAIG CLENDENIN

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.

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.)

N/A

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

N/A

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 N/A

   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

   N/A

7. N/A

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.

Michael Brown
Printed Name of Authorized Representative

*
Signature

Vice President
Title

2/10/15
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: _____

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: _____

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 Orange

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Michael Brown (Name), who after being by me duly sworn, did depose and say:

"I, Michael Brown (Name) am a duly authorized officer of/agent for BDS Construction LLC dba. MK Construction (Name of firm) and have been duly authorized to execute the foregoing on behalf of the said BDS Construction LLC dba MK Construction (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: BDS Construction LLC dba. MK Construction
2485 North St Vidor TX 77662

Fax: 409-769-1288 Telephone#: 409-769-0089

By: Michael Brown Title: Vice President
(Print name)

Signature: Michael Brown

SUBSCRIBED AND SWORN to before me by the above-named Michael Brown on this the 10 day of Feb, 2015.

Notary Public in and for the State of Texas

CARRIE EVE VINCENT
Notary Public, State of Texas
My Commission Expires
April 13, 2016

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 BDS Construction LLC dba MK Const. [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.):	45-3567082
Company Name submitting bid/proposal:	BDS Construction LLC dba. MK Constructions
Mailing address:	2485 N. St Vidor Tx. 77662
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**
	N/A

* 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.

§ 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

BDS Constructors LLC dba MK Constructors — Name of Prime Contractor

Check Sewers — 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.

Michael Brown
Name & Title of Signer (Print or Type)

Signature

2/10/15
Date

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

The undersigned Michael Brown of BDS Construction LLC, dba ME Construction 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: *[signature] Date: 2/10/15

Title: Vice 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 (that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a 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:
b a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	b a. bid/offer/application b. initial award c. post-award	a a. initial filing b. material change **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:* 3DS Construction LLC dba. MT Construction 8485 N. St Vidor TX 77662	N/A

6. Federal Department/Agency:	7. Federal Program Name/Description:
Texas General Land Office	N/A CFDA Number, *if applicable:*
IL **Federal Action Number,** *if known:* Slot # 713520	**9.** Award **Amount,** *if known:* $
10. a. Name and Address of Lobbying Entity *(if individual, last name, first name, MI):* N/A (attach Continuation Sheet(s) SF-LLLA, *if necessary*)	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):* N/A

11. Amount of Payment *(check all that apply):*	13. Type of Payment *(check all that apply):*
$ N/A actual planned	E a. retainer * b. one-time fee c. commission d. contingent fee e. deferred if. other; specify: N/A
12. Form of Payment *(check all that apply):* a. cash b. in-kind: specify: nature N/A value	

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:

N/A

(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: *Michael Brown*
Print Name: Michael Brown
Title: Vice President
Telephone No.: 409-769-0089 Date: 2/10/15

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 appear at 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 14-055/JW
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.

   *It is the intent for this project to be bid providing a **Thirteen (13)** Grinder Pump Units with an alternate bid providing a **Five (5)** Grinder Pump Units. The **"Bid Proposal"** allows for a complete bid for the 13 Grinder Pump Units and the **"Alternate Bid Proposal"** allows for a complete bid for the 5 Grinder Pump Units. Award of the contract will be made to one successful contractor based on the following considerations:*

   1) *The dollar amount indicated as the Total Price Bid for either the **"Bid Proposal"** or the **"Alternate Bid Proposal"**. Selection of either the **"Bid Proposal"** or the **"Alternate Bid Proposal"** shall be based on the availability of funds.*
   2) *Number of **"Calendar Days"** bid on the **"Bid Proposal"** or the **"Alternate Bid Proposal"**.*

   *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 February 3, 2015 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. 5 Grinder Station shall be provided by Jefferson County, Precinct 4. The contractor will provide a separate price item as specified in Bid Item No. 2.
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 eight (8) new Simplex Grinder Pump Units, and Install five (5) 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 (8 NEW)

Furnish and 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) *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 (5 Provided by Jefferson County)

Install **five (5)** 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) *Five (5)* – Simplex Grinder Pump Units
5) *Five (5)* – 24" X 60" fiberglass tank with solid lid and neoprene gasket.
6) *Five (5)* – 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. Grinder Pump Location (Base Bid)

Service lines location will be determined in the field between the contractor, and engineer. The following are the thirteen (13) addresses:

9382 Lawhon	4048 Wells	7116 Faith
8033 Boyt	8701 Phillips	8461 Landry
7964 Boyt	7606 Boyt	8684 Phillips
7351 Boyt	7498 Boyt	
7763 Boyt	7727 Boyt	

5. Grinder Pump Location (Alternate Bid)

Service lines location will be determined in the field between the contractor, and engineer. The following are the five (5) addresses:

7257 Boyt	5808 Moonglow	5853 Martel
8643 Phillips	8664 Phillips	

Bid Proposal
ADDENDUM NO. 1
Re-Bid Cheek Community Sewer Improvements Grinder Pumps Installation
Cheek Phase IV Jefferson County, Texas
Jefferson County, Texas
TXCDBG Contract No. 713520|ACE Job No. 114-18

NO.	ITEM	UNIT	QTY	UNIT PRICE BID WRITTEN IN WORDS DOLLARS	CENTS	UNIT PRICE WRITTEN IN FIGURES DOLLARS	CENTS	TOTAL PRICE BID WRITTEN IN FIGURES DOLLARS	CENTS
1	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.	8	Six thousand four hundred eighty dollars	No cents	$6,480	00	$51,840	00
2	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.	5	Three thousand four hundred		$3,400	00	$17,000	00
3	ABANDON EXISTING SEPTIC TANK	EA.	13	one thousand		$1,000	00	$13,000	00
4	1 1/4" HDPE SDR-11 SANITARY SEWER SERVICE LINE, COMPLETE IN PLACE, FROM VALVE BOX TO GRINDER UNIT	LF	1,900	Five dollars	fifty Cents	$ 5	50	$10,450	00
5	FURNISH & INSTALL 4" PVC FOR ADDITIONAL LINES WHEN AUTHORIZED BY THE ENGINEER.	LF	100	Forteen dollars		$ 14	00	$1,400	00
						TOTAL		$93,690	00
	STATEMENT FOR SEPARATED CONTRACT COMPLIANCE:								
	NON-CONSUMABLE MATERIALS AND EQUIPMENT.....							$ 2,500	00
	SKILLED LABOR, MATERIALS, EQUIPMENT AND TOOLS.....							$ 108,1090	00
						TOTAL		$ 93,1090	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 (100) 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: BDS Constructions LLC dba MK Constructions ADDRESS: 2485 N. St Vidor TX 77662 Phone: 409-769-0089

BY: *[signature] DATE: 2/10/15

Alternate Bid Proposal
ADDENDUM NO. 1
Re-Bid Cheek Community Sewer Improvements Grinder Pumps Installation
Cheek Phase IV Jefferson County, Texas
Jefferson County, Texas
TXCDBG Contract No. 713520|ACE Job No. 114-18

NO.	ITEM	UNIT	QTY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
1	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.	5	Five thousand four hundred		$5,400	00	$27,000	00
2	ABANDON EXISTING SEPTIC TANK	EA.	5	one thousand		$1,000	00	$5,000	00
3	1 1/4" HDPE SDR-11 SANITARY SEWER SERVICE LINE, COMPLETE IN PLACE, FROM VALVE BOX TO GRINDER UNIT	LF	511	Five dollars fifty cents		$ 5	50	$2,810	50
4	FURNISH & INSTALL 4" PVC FOR ADDITIONAL LINES WHEN AUTHORIZED BY THE ENGINEER.	LF	100	Fourteen dollars		$14	00	$1,400	00

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 .....

333

2485 North St.-Vidor, Tx. 77662
(409)769-0089Phone
(409)769-1288-Fax

"BID DOCUMENTS"

Owner:	Jefferson County Purchasing Department
Address:	1001 Pearl Street, 3rd floor Beaumont, Tx. 77701
Project Title:	Re-bid Cheek Community Sewer Improvements Grinder Pumps Installation-Cheek Phase IV
Bid No:	IFB 14-055/JW
Due Date/Time:	February 10, 2015 11:00 A.M.
Bidder:	BDS Constructors LLC dba MK Constructors

RECEIVED [illegible] 10 2015

Bid Proposal
ADDENDUM NO. 1
Re-Bid Cheek Community Sewer Improvements Grinder Pumps Installation
Cheek Phase IV Jefferson County, Texas
Jefferson County, Texas
TXCDBG Contract No. 713520|ACE Job No. 114-18

NO.	ITEM	UNIT	QTY	UNIT PRICE BID WRITTEN IN WORDS DOLLARS	UNIT PRICE BID WRITTEN IN WORDS CENTS	UNIT PRICE WRITTEN IN FIGURES DOLLARS	UNIT PRICE WRITTEN IN FIGURES CENTS	TOTAL PRICE BID WRITTEN IN FIGURES DOLLARS	TOTAL PRICE BID WRITTEN IN FIGURES CENTS
1	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.	8	Five Thousand Two Hundred Sixty Five Dollars	NO	5,265	00	42,120	00
2	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.	5	Three Thousand Five Hundred	NO	3,500	00	17,500	00
3	ABANDON EXISTING SEPTIC TANK	EA.	13	Four Hundred Fifty	NO	450	00	5,850	00
4	1 1/4" HDPE SDR-11 SANITARY SEWER SERVICE LINE, COMPLETE IN PLACE, FROM VALVE BOX TO GRINDER UNIT	LF	1,900	Three	Ninty Five	3	95	7,505	00
5	FURNISH & INSTALL 4" PVC FOR ADDITIONAL LINES WHEN AUTHORIZED BY THE ENGINEER.	LF	100	Five	NO	5	00	500	00
						TOTAL		73,475	00
	STATEMENT FOR SEPARATED CONTRACT COMPLIANCE:								
	NON-CONSUMABLE MATERIALS AND EQUIPMENT.....							$ 29,390	00
	SKILLED LABOR, MATERIALS, EQUIPMENT AND TOOLS.....							$ 44,085	00
						TOTAL		$ 73,475	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 (90) 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 77657 Phone: 409-246-2440

BY: Steve Hartt DATE: 2-10-15

Alternate Bid Proposal
ADDENDUM NO. 1
Re-Bid Cheek Community Sewer Improvements Grinder Pumps Installation
Cheek Phase IV Jefferson County, Texas
Jefferson County, Texas
TXCDBG Contract No. 713520|ACE Job No. 114-18

NO.	ITEM	UNIT	QTY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
1	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.	5	Five Thousand Two Hundred Sixty Five	NO	5,265	00	26,325	00
2	ABANDON EXISTING SEPTIC TANK	EA.	5	Four Hundred Fifty	NO	450	00	2,250	00
3	1 1/4" HDPE SDR-11 SANITARY SEWER SERVICE LINE, COMPLETE IN PLACE, FROM VALVE BOX TO GRINDER UNIT	LF	511	Three	Ninty Five	3	95	2,018	45
4	FURNISH & INSTALL 4" PVC FOR ADDITIONAL LINES WHEN AUTHORIZED BY THE ENGINEER.	LF	100	Five	NO	5	00	500	00

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 Re-Bid: Cheek Community Sewer Improvements - Grinder, Pumps Installation - Cheek Phase IV.

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 10th day of February, 2015.

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. 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 10th day of February, 2015, 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.

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 Ind. Inc Date Organized: Sept. 1981

Address: PO Box 8009, Lumberton, TX Date Incorporated: Dec 1991

Number of Years in contracting business under present name: 33

CONTRACTS ON HAND:

Contract	Amount $	Completion Date
Lumberton M.U.D. Wastewater Improvements	1,217,650	April 2015

Type of work performed by your company: Water and 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 WCID #1/ Water well/ Wellsite	1,559,125.20	10/2014
Jefferson County Cheek Community Low Pressure Sewer System	248,254.00	5/2014
City of Bridge City Sewer Line Rehab	689,924.50	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 10 day of February, 2015.

By:(signature) _____ Title: PRESIDENT

(print name) Terry Johnson

ACTION CIVIL ENGINEERS, PLLC
Firm Registration No. F-16376

ADDENDUM NO. 1

Addendum Issued: February 4, 2015

Re-bid Cheek Phase IV (IFB 14-055 JW)

Re-Bid Cheek Community Sewer Improvements Grinder Pumps Installation – Cheek Phase IV Jefferson County, Texas

Re-bid Cheek Phase IV (IFB 14-055 JW)

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 84-85* with revised **Bid Proposal** *Pages 84-85* attached.

Clarification: Quantities for 4" PVC has been added as a bid item No.

2. BID OPENING

The bid opening scheduled for February 10, 2015 will now take place in the **ENGINEERING CONFERENCE ROOM**, 5th floor of the Old Courthouse.

Received

Date: 2-4-15 **Acknowledged:** Steve Hart

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

Texas General Land Office
Community Development Block Grant (CDBG)
Disaster Recovery Program

Contractor Certification of Efforts to Fully Comply with Employment and Training Provisions of Section 3

Economic Opportunities for Low and Very Low-Income Persons

THE BIDDER REPRESENTS AND CERTIFIES AS PART OF ITS BID/OFFER THAT IT:

☐ Is a Section 3 Business Concern. A Section 3 Business Concern means a business concern: 1. That is 51% or more owned by Section 3 Resident(s); or 2. Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 Residents, or 3. That provides evidence of a commitment to subcontract in excess of 25% of the dollar value of all subcontracts to be awarded to Section 3 Business Concerns, that meet the qualifications set forth in paragraphs 1 or 2 herein.
☒ Is NOT a Section 3 Business Concern, but who has and will continue to seek compliance with Section 3 by certifying the following efforts to be undertaken. .
EFFORTS TO AWARD SUBCONTRACTOR TO SECTION 3 CONCERNS **(Check ALL that apply)**
☐ By contacting business assistance agencies, minority contractors associations and community organizations to inform them of the contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids for a portion of the work.
☒ By advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas of the applicable development(s) owned and managed by the Housing Authority.
☐ By providing written notice to all known Section 3 Business Concerns of contracting opportunities. This notice should be in sufficient time to allow the Section 3 Business Concerns to respond to bid invitations
☒ By following up with Section 3 Business Concerns that have expressed interest in the contracting opportunities.
☐ By coordinating meetings at which Section 3 Business Concerns could be informed of specific elements of the work for which subcontract bids are being sought.
☐ By conducting workshops on contracting procedures and specific contracting opportunities in a timely manner so that Section 3 Business Concerns can take advantage of contracting opportunities.
☐ By advising Section 3 Business Concerns as to where to seek assistance to overcome barriers such as inability to obtain bonding, lines of credit, financing, or insurance and aiding Section 3 Businesses in qualifying for such bonding , financing, insurance, etc....
☒ Where appropriate, by breaking out contract work into economically feasible units to facilitate participation by Section 3 businesses.
☐ By developing and using a list of eligible Section 3 Business Concerns.
☐ By actively supporting and undertaking joint ventures with Section 3 Businesses.
EFFORTS TO PROVIDE TRAINING AND EMPLOYMENT TO SECTION 3 RESIDENTS
☐ By entering into a "first source" hiring agreements with organizations representing Section 3 Residents.
☐ By establishing training programs, which are consistent with the requirements of the Department of Labor, specifically for Section 3 Residents in the building trades.
☒ By advertising employment and training positions to dwelling units occupied by Category 1 and 2 residents.
☐ By contacting resident councils and other resident organizations in the affected housing development to request assistance in notifying residents of the training and employment positions to be filled.
☐ By arranging interviews and conducting interviews on the job site.
☐ By undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 Residents previously hired for employment opportunities.
☒ By posting job vacancies in Work-In-Texas or with my local Workforce Solutions Center.

Contractor Name/Business Name: T. Johnson Industries Inc **Date:** 2-10-15

Authorized Representative Name: Steve Hartt

Signature: STEVE Hartt

CONTRACT DOCUMENTS
AND
TECHNICAL SPECIFICATIONS
FOR

JEFFERSON COUNTY

RE-BID CHEEK COMMUNITY SEWER IMPROVEMENTS PROJECT

GRINDER PUMPS – CHEEK PHASE IV

CHEEK AREA COMMUNITY
JEFFERSON COUNTY, TEXAS

"Texas Community Development Block Grant Program"
TXCDBG Contract No. 713250
Bid (IFB 14-055/JW)
ACE Job No. 114-18

JEFFERSON COUNTY TEXAS

DEPARTMENT OF AGRICULTURE TEXAS

STATE OF TEXAS
WILLIAM V. LARRAIN
51963
REGISTERED PROFESSIONAL ENGINEER
4/13/15

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-16376
Email: dp@dpengineersinc.com

JEFFERSON COUNTY
PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1001 Pearl Street, 3rd Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

January 20, 2015

LEGAL NOTICE

Advertisement for Invitation for Bids

Dear Bidders:

You are invited to submit bids in accordance with specifications packet, Invitation for Bid (IFB 14-055/JW), Re-Bid 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 Department, 1001 Pearl Street, 3rd Floor, Beaumont, TX 77701, no later than **11:00 AM, Tuesday, February 10, 2015**. 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 Jamey West, Jefferson County Contract Specialist at 409-835-8593.

A mandatory Pre-Bid Conference will be held on February 3, 2015 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:	**Re-Bid Cheek Community Sewer Improvements GRINDER PUMPS Installation – Cheek Phase IV**
BID NO:	**IFB 14-055/JW**
DUE DATE/TIME:	**11:00 AM, February 10, 2015**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1001 Pearl Street, 3rd Floor** **Beaumont, TX 77701**

Sincerely,

Deborah Clark

Deborah L. Clark
Jefferson County
Purchasing Agent

Publish: The Beaumont Enterprise and The Port Arthur News on January 21st & January 28th, 2015.

General Decision Number: TX150079 01/02/2015 TX79

Superseded General Decision Number: TX20140079

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)

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015

ELEC0479-003 09/29/2014

	Rates	Fringes
ELECTRICIAN	$ 27.40	11.66

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	
LUMBER	$ 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.

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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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates

the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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

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Notice to Bidders

IFB 14-055/JW

SEALED BIDS, IN TRIPLICATE, SHALL BE SUBMITTED TO:

JEFFERSON COUNTY PURCHASING DEPARTMENT, THIRD FLOOR
JEFFERSON COUNTY COURTHOUSE
1001 PEARL STREET, 3RD FLOOR, BEAUMONT, TEXAS 77701

NO LATER THAN 11:00 AM, CENTRAL TIME, TUESDAY, FEBRUARY 10, 2015

MARK ENVELOPE:
"IFB 14-055/JW- 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 February 10, 2015**. 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
1001 Pearl Street, 3rd 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$500.00 for 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	$1,000,000.00
Excess Liability	$1,000,000.00
Property Insurance	Improvements & Betterments
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 8.1. – 8.7., 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. 2015, 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)

By: _____

ATTEST: _____

_____
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 _____, 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 _ _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)(lv); 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 14-055/JW

Company Name

Point of contact for this offer:

Address

Name (Printed)

City State Zip

Phone Fax

Signature of Point of Contact

E-mail

Title

Bid bond return address:

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:_____ Date Organized:_____

Address:_____ Date Incorporated:_____

Number of Years in contracting business under present name:_____

CONTRACTS ON HAND:

Contract	Amount $	Completion Date

Type of work performed by your company: _____

Have you ever failed to complete any work awarded to you? _____

Have you ever defaulted on a contract?_____

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

Project	Amount $	Mo/Yr Completed

Major equipment available for **this** contract: _____

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

Credit available: $_____ Bank reference: _____

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

Executed this _____ day of _____, 20__.

By:(signature) _____ Title: _____

(print name) _____

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 }

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

(1) He is _____ of _____, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the _____ (Local Public Agency) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

_____
Title

Subscribed and sworn to me this _____ day of _____.

By: _____

Notary Public

My commission expires _____

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 _____

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.

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: _____

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_____, 2015.

_____ 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 (that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a 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, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; 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, State 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 b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. bid/offer/application b. initial award c. post-award	a. initial filing b. material change **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):* $ actual planned	**13. Type of Payment** *(check all that apply):* E a. retainer * b. one-time fee
12. Form of Payment *(check all that apply):* a. cash b. in-kind: specify: nature value	c. commission d. contingent fee e. deferred 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 than 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)

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 appear at 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 acoounts, 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 14-055/JW
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.

   It is the intent for this project to be bid providing a ***Thirteen (13)*** *Grinder Pump Units with an alternate bid providing a* ***Five (5)*** *Grinder Pump Units. The* ***"Bid Proposal"*** *allows for a complete bid for the 13 Grinder Pump Units and the* ***"Alternate Bid Proposal"*** *allows for a complete bid for the 5 Grinder Pump Units. Award of the contract will be made to one successful contractor based on the following considerations:*

   1) *The dollar amount indicated as the Total Price Bid for either the* ***"Bid Proposal"*** *or the* ***"Alternate Bid Proposal"****. Selection of either the* ***"Bid Proposal"*** *or the* ***"Alternate Bid Proposal"*** *shall be based on the availability of funds.*
   2) *Number of* ***"Calendar Days"*** *bid on the* ***"Bid Proposal"*** *or the* ***"Alternate Bid Proposal"****.*

   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 February 3, 2015 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. 5 Grinder Station shall be provided by Jefferson County, Precinct 4. The contractor will provide a separate price item as specified in Bid Item No. 2.
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 eight (8) new Simplex Grinder Pump Units, and Install five (5) 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 (8 NEW)

Furnish and 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) *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 (5 Provided by Jefferson County)

Install **five (5)** 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) *Five (5)* – Simplex Grinder Pump Units
5) *Five (5)* – 24" X 60" fiberglass tank with solid lid and neoprene gasket.
6) *Five (5)* – 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. Grinder Pump Location (Base Bid)

Service lines location will be determined in the field between the contractor, and engineer. The following are the thirteen (13) addresses:

9382 Lawhon	4048 Wells	7116 Faith
8033 Boyt	8701 Phillips	8461 Landry
7964 Boyt	7606 Boyt	8684 Phillips
7351 Boyt	7498 Boyt	
7763 Boyt	7727 Boyt	

5. Grinder Pump Location (Alternate Bid)

Service lines location will be determined in the field between the contractor, and engineer. The following are the five (5) addresses:

7257 Boyt	5808 Moonglow	5853 Martel
8643 Phillips	8664 Phillips	

Re-Bid Proposal

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	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.	8						
2	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.	5						
3	ABANDON EXISTING SEPTIC TANK	EA.	13						
4	1 1/4" HDPE SDR-11 SANITARY SEWER SERVICE LINE, COMPLETE IN PLACE, FROM VALVE BOX TO GRINDER UNIT	LF	1,900						
						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: _____

Alternate Bid Proposal

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	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.	5						
2	ABANDON EXISTING SEPTIC TANK	EA.	5						
3	1 1/4" HDPE SDR-11 SANITARY SEWER SERVICE LINE, COMPLETE IN PLACE, FROM VALVE BOX TO GRINDER UNIT	LF	511						
						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 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 .....

Johnson Ind., Inc.
ba/Johnson Backhoe Service
O Box 8009
umberton, Texas 77657

RECEIVED 10:21 AM FEB 10 2015

BID DOCUMENTS
RE-BID CHEEK COMMUNITY SEWER IMPROVEMENTS
GRINDER PUMPS INSTALLATION - CHEEK PHASE IV
IFB-14-055/JW
T. JOHNSON INDUSTRIES, INC.
FEBRUARY 10, 2015 @ 11:00 AM

JEFFERSON COUNTY
PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1001 Pearl Street, 3rd Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

January 20, 2015

LEGAL NOTICE

Advertisement for Invitation for Bids

Dear Bidders:

You are invited to submit bids in accordance with specifications packet, Invitation for Bid (IFB 14-055/JW), Re-Bid 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 Department, 1001 Pearl Street, 3rd Floor, Beaumont, TX 77701, no later than **11:00 AM, Tuesday, February 10, 2015**. 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 Jamey West, Jefferson County Contract Specialist at 409-835-8593.

A mandatory Pre-Bid Conference will be held on February 3, 2015 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:	**Re-Bid Cheek Community Sewer Improvements GRINDER PUMPS Installation – Cheek Phase IV**
BID NO:	**IFB 14-055/JW**
DUE DATE/TIME:	**11:00 AM, February 10, 2015**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1001 Pearl Street, 3rd Floor** **Beaumont, TX 77701**

Sincerely,

Deborah Clark

Deborah L. Clark
Jefferson County
Purchasing Agent

Publish: The Beaumont Enterprise and The Port Arthur News on January 21st & January 28th, 2015.

ACTION CIVIL ENGINEERS, PLLC
Firm Registration No. F-16376

ADDENDUM NO. 1

Addendum Issued: February 4, 2015

Re-bid Cheek Phase IV (IFB 14-055 JW)

Re-Bid Cheek Community Sewer Improvements Grinder Pumps Installation – Cheek Phase IV Jefferson County, Texas

Re-bid Cheek Phase IV (IFB 14-055 JW)

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 84-85* with revised **Bid Proposal** *Pages 84-85* attached.

Clarification: Quantities for 4" PVC has been added as a bid item No.

2. BID OPENING

The bid opening scheduled for February 10, 2015 will now take place in the ENGINEERING CONFERENCE ROOM, 5th floor of the Old Courthouse.

Received

Date: 2-4-15 **Acknowledged:** STEVE Hacott

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
Re-Bid Cheek Community Sewer Improvements Grinder Pumps Installation
Cheek Phase IV Jefferson County, Texas
Jefferson County, Texas
TXCDBG Contract No. 713520|ACE Job No. 114-18

NO.	ITEM	UNIT	QTY	UNIT PRICE BID WRITTEN IN WORDS DOLLARS	UNIT PRICE BID WRITTEN IN WORDS CENTS	UNIT PRICE WRITTEN IN FIGURES DOLLARS	UNIT PRICE WRITTEN IN FIGURES CENTS	TOTAL PRICE BID WRITTEN IN FIGURES DOLLARS	TOTAL PRICE BID WRITTEN IN FIGURES CENTS
1	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.	8	Five Thousand Two Hundred Sixty Five Dollars	NO	5,265	00	42,120	00
2	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.	5	Three Thousand Five Hundred	NO	3,500	00	17,500	00
3	ABANDON EXISTING SEPTIC TANK	EA.	13	Four Hundred Fifty	NO	450	00	5,850	00
4	1 1/4" HDPE SDR-11 SANITARY SEWER SERVICE LINE, COMPLETE IN PLACE, FROM VALVE BOX TO GRINDER UNIT	LF	1,900	Three	Ninty Five	3	95	7,505	00
5	FURNISH & INSTALL 4" PVC FOR ADDITIONAL LINES WHEN AUTHORIZED BY THE ENGINEER.	LF	100	Five	NO	5	00	500	00
						TOTAL		73,475	00
	STATEMENT FOR SEPARATED CONTRACT COMPLIANCE:								
	NON-CONSUMABLE MATERIALS AND EQUIPMENT.....							$ 29,390	00
	SKILLED LABOR, MATERIALS, EQUIPMENT AND TOOLS.....							$ 44,085	00
						TOTAL		$ 73,475	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 (90) 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 77657 Phone: 409-246-2440

BY: Steve Hartt DATE: 2-10-15

Alternate Bid Proposal
ADDENDUM NO. 1
Re-Bid Cheek Community Sewer Improvements Grinder Pumps Installation
Cheek Phase IV Jefferson County, Texas
Jefferson County, Texas
TXCDBG Contract No. 713520|ACE Job No. 114-18

NO.	ITEM	UNIT	QTY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
1	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.	5	Five Thousand Two Hundred Sixty Five	NO	5,265	00	26,325	00
2	ABANDON EXISTING SEPTIC TANK	EA.	5	Four Hundred Fifty	NO	450	00	2,250	00
3	1 1/4" HDPE SDR-11 SANITARY SEWER SERVICE LINE, COMPLETE IN PLACE, FROM VALVE BOX TO GRINDER UNIT	LF	511	Three	Ninty Five	3	95	2,018	45
4	FURNISH & INSTALL 4" PVC FOR ADDITIONAL LINES WHEN AUTHORIZED BY THE ENGINEER.	LF	100	Five	NO	5	00	500	00

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 Re-Bid: Cheek Community Sewer Improvements - Grinder, Pumps Installation - Cheek Phase IV.

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 10th day of February, 2015.

T. Johnson Industries, Inc.
(Principal)

BY: _____

TITLE: PRESIDENT

SureTec Insurance Company

BY: _____
Melinda Martinez, Attorney-in-Fact

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Notice to Bidders

IFB 14-055/JW

SEALED BIDS, IN TRIPLICATE, SHALL BE SUBMITTED TO:

JEFFERSON COUNTY PURCHASING DEPARTMENT, THIRD FLOOR
JEFFERSON COUNTY COURTHOUSE
1001 PEARL STREET, 3RD FLOOR, BEAUMONT, TEXAS 77701

NO LATER THAN 11:00 AM, CENTRAL TIME, TUESDAY, FEBRUARY 10, 2015

MARK ENVELOPE:
"IFB 14-055/JW- 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 February 10, 2015**. 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
1001 Pearl Street, 3rd 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$500.00 for 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	$1,000,000.00
Excess Liability	$1,000,000.00
Property Insurance	Improvements & Betterments
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 8.1. – 8.7., 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. 2015, 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 _ _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 14-055/JW

T. Johnson Industries, Inc.
Company Name

Point of contact for this offer:

P. O. Box 8009
Address

Terry Johnson, Sr.
Name (Printed)

Lumberton Tx 77657
City State Zip

409-246-2440 409-246-3229
Phone Fax

Terry Johnson
Signature of Point of Contact

T_Johnson_Inc@GTo.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.

Terry Johnson

Signature of Appointing Officer

PRESIDENT

Title

2-10-15

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	29,000 00	2	29,000 00

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
OPERATORS	1	3	0	0
HELPERS	2	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 Ind. Inc Date Organized: Sept. 1981

Address: PO Box 8009, Lumberton TX Date Incorporated: Dec 1991

Number of Years in contracting business under present name: 33

CONTRACTS ON HAND:

Contract	Amount $	Completion Date
Lumberton M.U.D. Wastewater Improvements	1,217,650	April 2015

Type of work performed by your company: Water and 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 WCID #1/Water well/Wellsite	1,559,125.20	10/2014
Jefferson County Cheek Community Low Pressure Sewer System	248,254.00	5/2014
City of Bridge City Sewer Line Rehab	689,924.50	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 10 day of February, 2015.

By:(signature) _____ Title: President

(print name) Terry Johnson

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

2-10-15
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 2/10/15
	PROJECT NUMBER (If any) TXCDBG CONTRACT # 713520
C/O	PROJECT NAME CHEEK PHASE IV ~~low~~ GRINDER PUMPS

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
(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 2-10-15

By Terry Johnson

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 10 day of February, 2015

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 _____

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.

Terry Johnson — Signature of person doing business with the governmental entity

2-10-15 — 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 Subs submitted Bid

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

Terry Johnson
Signature

President
Title

2-10-15
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 Phase IV TXCDBG #713520

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	2-10-15
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: 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.: Check Community Sewer Improvement TXCDBG 713520 IFB/RFP No.: IFB-14-055 JCW

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: 2-10-15

E-mail address: T.Johnson.INC@GT.RR.Com

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

Name (print or type): STEVE HARTT

Title: GM

Date: 2-10-15

E-mail address: STEVEHARTT@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 Title: PRESIDENT

(Print name)

Signature: Terry Johnson

SUBSCRIBED AND SWORN to before me by the above-named

Terry Johnson on

this the 10 day of February, 2015.

Alica M. Wright Notary Public in and for the State of Texas

ALICA M. WRIGHT
Notary Public
STATE OF TEXAS
My Comm. Exp. July 9, 2016

§ 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

Terry Johnson, Sr. Cheek Community Sewer Improvement
Name of Prime Contractor — Project Name & Number TXCDBG-71352C

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)

Terry Johnson
Signature

2-10-15
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: Terry Johnson Date: 2-10-15

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 (that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to Influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a 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:*
8. 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	a. retainer
	b. one-time fee
12. Form of Payment *(check all that apply):* a. cash b. in-kind: specify: nature value	c. commission d. contingent fee e. deferred f. 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. 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 into. 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 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: Terry Johnson

Print Name: Terry Johnson, Sr

Title: President

Telephone No.: 409-246-2440 Date: 2-10-15

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 appear at 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: (I) 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 14-055/JW
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.

   *It is the intent for this project to be bid providing a **Thirteen (13)** Grinder Pump Units with an alternate bid providing a **Five (5)** Grinder Pump Units. The **"Bid Proposal"** allows for a complete bid for the 13 Grinder Pump Units and the **"Alternate Bid Proposal"** allows for a complete bid for the 5 Grinder Pump Units. Award of the contract will be made to one successful contractor based on the following considerations:*

   1) *The dollar amount indicated as the Total Price Bid for either the **"Bid Proposal"** or the **"Alternate Bid Proposal"**. Selection of either the **"Bid Proposal"** or the **"Alternate Bid Proposal"** shall be based on the availability of funds.*
   2) *Number of **"Calendar Days"** bid on the **"Bid Proposal"** or the **"Alternate Bid Proposal"**.*

   *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 February 3, 2015 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. 5 Grinder Station shall be provided by Jefferson County, Precinct 4. The contractor will provide a separate price item as specified in Bid Item No. 2.
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 eight (8) new Simplex Grinder Pump Units, and Install five (5) 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 (8 NEW)

Furnish and 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) *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 (5 Provided by Jefferson County)

Install **five (5)** 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) *Five (5)* – Simplex Grinder Pump Units
5) *Five (5)* – 24" X 60" fiberglass tank with solid lid and neoprene gasket.
6) *Five (5)* – 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. Grinder Pump Location (Base Bid)

Service lines location will be determined in the field between the contractor, and engineer. The following are the thirteen (13) addresses:

9382 Lawhon	4048 Wells	7116 Faith
8033 Boyt	8701 Phillips	8461 Landry
7964 Boyt	7606 Boyt	8684 Phillips
7351 Boyt	7498 Boyt	
7763 Boyt	7727 Boyt	

5. Grinder Pump Location (Alternate Bid)

Service lines location will be determined in the field between the contractor, and engineer. The following are the five (5) addresses:

7257 Boyt	5808 Moonglow	5853 Martel
8643 Phillips	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 .....

ACTION CIVIL ENGINEERS, PLLC
Firm Registration No. F-16376

February 16, 2015

Jefferson County Purchasing Department
1149 Pearl Street
Beaumont, Texas 77701

RE: Recommendation to Award a Contract
"Re-Bid Cheek Community Sewer Improvements GRINDER PUMPS Installation – Cheek Phase IV"
Jefferson County
ACE Job No. 112-12B Grinder Pumps Cheek Community - Phase IV

Dear Ms. Clark:

We have reviewed bids received from three (3) contractor's submitting bids for the project referenced above. Bids were received until 11:00 A.M. February 10, 2015, opened and read out loud in the Engineering Conference Room, 5th floor of the Old Courthouse. Three (3) contractors had secured plans and specifications for the above referenced project; and all three (3) elected to submitted bids.

The low bid from **T. Johnson Industries, Inc.** in the amount of **$73,475.00**, with ninety (90) calendar days to complete the project is a reasonable cost and time frame in today's construction market for this type of project.

Therefore in conclusion we recommend award of a contract to **T. Johnson Industries, Inc.,** for their low and responsive bid in the amount of **$73,475.00**, for the construction of the *"Re-Bid Cheek Community Sewer Improvements GRINDER PUMPS Installation – Cheek Phase IV"*.

Sincerely,

STATE OF TEXAS
WILLIAM V. LARRAIN
51953
REGISTERED
PROFESSIONAL ENGINEER
2/16/15

William Larrain, P.E.
Manager
Action Civil Engineers, PLLC
3727 Doctors Dr.
Port Arthur, Texas 77642

PROF 15-002 /JW

LJA Engineering, Inc.

5136 Highway 290 West
Suite 150
Austin, Texas 78735

Phone 512.439.4700
Fax 512.439.4716
www.ljaengineering.com

February 9, 2015

PROPOSAL

Mr. Don Rao
Jefferson County Engineering Dept.
1149 Pearl Street, 5th Floor
Beaumont, Texas 77701

Re: Siphon Design GIWW Intracoastal
LJA Proposal No. 15-0014
LJA Project No. 079-1012

Dear Mr. Rao:

LJA Engineering, Inc. is pleased to offer the following proposal to develop the 35% plans for the siphons crossing from the north side of the Gulf Intracoastal Water Way (GIWW) to the south side.

After researching the proposed project the most important item to be developed in order to size the siphons correctly is the amount of flow available and the water elevation at which these siphons will operate.

There have been compilations of studies on the area, but none have concentrated on the application of the functionality of the siphon crossing.

The proposal consists of 5 phases:

SCOPE OF SERVICES

1. Data Collection and site reconnaissance.
2. Coordination of with the numerous agencies and involved parties.
3. Development of the flow available for the siphons to function.
4. Sizing of the siphons to carry the flow functionally and economically.
5. Development of the 35% siphon plans.

COST BY PHASE

1.	Data Collection	$27,860
2.	Coordination	$24,280
3.	Flow Model	$35,400
4.	Siphon Design	$23,840
5.	35% Plans	$18,320
	Total	**$129,700**

SCHEDULE

The project will take 3- 4 months to complete.

TERMS AND CONDITIONS

We intend to bill the project on a lump sum basis.

We thank you for the opportunity to provide this scope and proposal and we look forward to working with you on this project. Should you have any questions or wish to discuss this matter further, please do not hesitate to call me directly at 409-291-5339.

Sincerely,

Wallace R Wilson P.E.

Wallace R. Wilson, PE
LJA Engineering

Approved for:
Jefferson County

By: _____

Name: Jeff Branick

Title: County Judge

Date: 2.9.15

CONTRACT RENEWAL FOR IFB 11-013/KJS
TERM CONTRACT FOR MOTOR FUEL
FOR JEFFERSON COUNTY

The County entered into a contract with Petroleum Traders for one (1) year, from March 7, 2011 to March 6, 2012, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for a fourth additional one (1) year renewal from March 3, 2015 to March 2, 2016.

ATTEST:

Carolyn L. Guidry, County Clerk

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY, TEXAS

Jeff R. Branick, County Judge

CONTRACTOR:
Petroleum Traders

(Name) Gayle Newton

CONTRACT RENEWAL FOR IFB 11-013/KJS
TERM CONTRACT FOR MOTOR FUEL
FOR JEFFERSON COUNTY

The County entered into a contract with Tri-Con, Inc. for one (1) year, from March 7, 2011 to March 6, 2012, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for a fourth additional one (1) year renewal from March 3, 2015 to March 2, 2016.

ATTEST:

Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff R. Branick, County Judge

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

CONTRACTOR:
Tri-Con, Inc.

(Name) 2-29-15

CONTRACT RENEWAL FOR (IFB 14-006/JW)
TERM CONTRACT FOR MARINE MOTOR FUEL
FOR JEFFERSON COUNTY

The County entered into a contract with C & I Oil Company, Inc. for one (1) year, from March 31, 2014 to March 30, 2015, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for the first additional (1) one year renewal from March 30, 2015 to March 29, 2016.

ATTEST:

Carolyn L. Guidry, County Clerk

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

CONTRACTOR:
C & I Oil Company, Inc.

(Name)

ATTACHMENT A

IFB 12-036/JW
Term Contract for Inmate Clothing and Supplies for Jefferson County

Proposed Price Increases

Item	Description	Bob Barker Company, Inc. ~~Robinson Textiles~~	
1	**Inmate Coveralls**	**Unit Price** (Bob Barker Brand Coverall)	**Proposed Price Increases**
	Coverall - Yellow, X-Sm	$10.90	**$11.18**
	Coverall - Yellow, Sm	$10.90	**$11.18**
	Coverall - Yellow, M	$10.90	**$11.18**
	Coverall - Yellow, L	$11.90	
	Coverall - Yellow, XL	$11.90	
	Coverall - Yellow, 1XL	$11.90	
	Coverall - Yellow, 2XL	$11.90	
	Coverall - Yellow, 3XL	$11.90	
	Coverall - Yellow, 4XL	$11.90	
	Coverall - Yellow, 5XL	$12.40	
	Coverall - Yellow, 6XL	$12.90	
	Coverall - Yellow, 7XL	$14.50	
	Coverall - Yellow, 8XL	$14.50	
	Coverall - Yellow, 9XL	$14.50	
	Coverall - Yellow, 10XL	$14.50	
	Coverall - Yellow, 11XL	$16.00	
	Coverall - Yellow, 12XL	$17.00	
	Coverall - Yellow, 13XL	$18.00	
	Coverall - Yellow, 14XL	$19.00	
	Coverall - Yellow, 15XL	$20.00	
	Coverall - Navy Bl, X-Sm	$9.75	**$11.18**
	Coverall - Navy Bl, Sm	$9.75	**$11.18**
	Coverall - Navy Bl, M	$9.75	**$11.18**
	Coverall - Navy Bl, L	$10.90	**$11.90**
	Coverall - Navy Bl, XL	$10.90	**$11.90**
	Coverall - Navy Bl, 1XL	$10.90	**$11.90**
	Coverall - Navy Bl, 2XL	$10.90	**$11.90**
	Coverall - Navy Bl, 3XL	$10.90	**$11.90**
	Coverall - Navy Bl, 4XL	$10.90	**$11.90**
	Coverall - Navy Bl, 5XL	$11.40	**$12.40**
	Coverall - Navy Bl, 6XL	$11.90	**$12.90**
	Coverall - Navy Bl, 7XL	$13.50	**$14.50**

ATTACHMENT A (Continued)

IFB 12-036/JW, Term Contract for Inmate Clothing and Supplies for Jefferson County
Proposed Price Increases

Item	Description	Bob Barker Company, Inc. ~~Robinson Textiles~~	
1	**Inmate Coveralls**	**Unit Price** (Bob Barker Brand Coverall)	**Proposed Price Increases**
	Coverall - Navy Bl, 8XL	$13.50	**$14.50**
	Coverall - Navy Bl, 9XL	$13.50	**$14.50**
	Coverall - Navy Bl, 10XL	$13.50	**$14.50**
	Coverall - Navy Bl, 11XL	$15.00	**$16.00**
	Coverall - Navy Bl, 12XL	$16.00	**$17.00**
	Coverall - Navy Bl, 13XL	$17.00	**$18.00**
	Coverall - Navy Bl, 14XL	$18.00	**$19.00**
	Coverall - Navy Bl, 15XL	$19.00	**$20.00**
	Coverall - Orange, X-Sm	$10.90	**$11.18**
	Coverall - Orange, Sm	$10.90	**$11.18**
	Coverall - Orange, M	$10.90	**$11.18**
	Coverall - Orange, L	$11.90	
	Coverall - Orange, XL	$11.90	
	Coverall - Orange, 1XL	$11.90	
	Coverall - Orange, 2XL	$11.90	
	Coverall - Orange, 3XL	$11.90	
	Coverall - Orange, 4XL	$11.90	
	Coverall - Orange, 5XL	$12.40	
	Coverall - Orange, 6XL	$12.90	
	Coverall - Orange, 7XL	$14.50	
	Coverall - Orange, 8XL	$14.50	
	Coverall - Orange, 9XL	$14.50	
	Coverall - Orange, 10XL	$14.50	
	Coverall - Orange, 11XL	$16.00	
	Coverall - Orange, 12XL	$17.00	
	Coverall - Orange, 13XL	$18.00	
	Coverall - Orange, 14XL	$19.00	
	Coverall - Orange, 15XL	$20.00	
	Coverall - Red, X-Sm	$10.90	**$11.18**
	Coverall - Red, Sm	$10.90	**$11.18**
	Coverall - Red, M	$10.90	**$11.18**
	Coverall - Red, L	$11.90	
	Coverall - Red, XL	$11.90	
	Coverall - Red, 1XL	$11.90	
	Coverall - Red, 2XL	$11.90	

ATTACHMENT A (Continued)

IFB 12-036/JW, Term Contract for Inmate Clothing and Supplies for Jefferson County
Proposed Price Increases

Item	Description	Bob Barker Company, Inc. ~~Robinson Textiles~~	
1	**Inmate Coveralls**	**Unit Price** (Bob Barker Brand Coverall)	**Proposed Price Increases**
	Coverall - Red, 3XL	$11.90	
	Coverall - Red, 4XL	$11.90	
	Coverall - Red, 5XL	$12.40	
	Coverall - Red, 6XL	$12.90	
	Coverall - Red, 7XL	$14.50	
	Coverall - Red, 8XL	$14.50	
	Coverall - Red, 9XL	$14.50	
	Coverall - Red, 10XL	$14.50	
	Coverall - Red, 11XL	$16.00	
	Coverall - Red, 12XL	$17.00	
	Coverall - Red, 13XL	$18.00	
	Coverall - Red, 14XL	$19.00	
	Coverall - Red, 15XL	$20.00	

CONTRACT RENEWAL FOR (IFB 12-036/JW)
TERM CONTRACT FOR INMATE CLOTHING AND SUPPLIES FOR JEFFERSON COUNTY

The County entered into a contract with Bob Barker Company, Inc. for one (1) year, from March 11, 2013 to March 10, 2014, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for a second additional one (1) year renewal from March 9, 2015 to March 8, 2016.

ATTEST:

Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

CONTRACTOR:
Bob Barker Company, Inc.

(Name)

CONTRACT RENEWAL FOR (IFB 12-036/JW)
TERM CONTRACT FOR INMATE CLOTHING AND SUPPLIES FOR JEFFERSON COUNTY

The County entered into a contract with Charm-Tex for one (1) year, from March 11, 2013 to March 10, 2014, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for a second additional one (1) year renewal from March 9, 2015 to March 8, 2016.

ATTEST:

Carolyn L. Guidry, County Clerk

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

CONTRACTOR:
Charm-Tex

(Name)

Stan Danzer
VP of Sales

CONTRACT RENEWAL FOR (IFB 12-036/JW)
TERM CONTRACT FOR INMATE CLOTHING AND SUPPLIES FOR JEFFERSON COUNTY

The County entered into a contract with ICS Jail Supplies, Inc., Inc. for one (1) year, from March 11, 2013 to March 10, 2014, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for a second additional one (1) year renewal from March 9, 2015 to March 8, 2016.

ATTEST:

Carolyn L. Guidry, County Clerk

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

CONTRACTOR:
ICS Jail Supplies, Inc.

(Name)

CONTRACT RENEWAL FOR (IFB 12-036/JW)
TERM CONTRACT FOR INMATE CLOTHING AND SUPPLIES FOR JEFFERSON COUNTY

The County entered into a contract with Shoe Corp of Birmingham for one (1) year, from March 11, 2013 to March 10, 2014, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for a second additional one (1) year renewal from March 9, 2015 to March 8, 2016.

ATTEST:

Carolyn L. Guidry, County Clerk

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

CONTRACTOR:
Shoe Corp of Birmingham

James K. Calhoun
(Name)

CONTRACT RENEWAL FOR (IFB 12-036/JW)
TERM CONTRACT FOR INMATE CLOTHING AND SUPPLIES FOR JEFFERSON COUNTY

The County entered into a contract with Tabb Textile, Co., Inc. for one (1) year, from March 11, 2013 to March 10, 2014, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for a second additional one (1) year renewal from March 9, 2015 to March 8, 2016.

ATTEST:

Carolyn L. Guidry

Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

CONTRACTOR:
Tabb Textile Co., Inc.

Marsha Thrift

(Name)
Marsha Thrift
Contract Administrator

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Change Order

PROJECT *(Name and address)* Jefferson Co. Courthouse Emergency Fire Alarm Replacement - Jail 1001 Pearl St Beaumont, TX 77701	**CHANGE ORDER NUMBER:** 001 **DATE:** 02/18/2015	OWNER: ☐ ARCHITECT: ☐ CONTRACTOR: ☐ FIELD: ☐ OTHER: ☐
TO CONTRACTOR *(Name and address)* Construction Zone of Texas, LLC 1420 Springhill Road Aubrey, TX 76227	**ARCHITECT'S PROJECT NUMBER:** 13018-X1 **CONTRACT DATE:** October 28, 2014 **CONTRACT FOR:** General Construction - JOC 144050 DC	

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Credit for Permit fee, Payment /Performance Bonds, Builder's Risk Insurance..... $10,496.00
Add for optional relocation of FACP and new FAAP $2,617.00

The original Contract Sum was	$	774,784.61
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	774,784.61
The Contract Sum will be decreased by this Change Order in the amount of	$	16,879.00
The new Contract Sum including this Change Order will be	$	757,905.61

The Contract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT	CONTRACTOR	OWNER
Bailey Architects, Inc. *(Firm name)*	Construction Zone of Texas, LLC *(Firm name)*	Jefferson County *(Firm name)*
55 Wagon Drive, Suite 150 Hampton, Texas 77007	1420 Springhill Road Aubrey, TX 76227	1149 Pearl Street Beaumont, Texas 77701
ADDRESS	ADDRESS	ADDRESS
BY *(Signature)*	BY *(Signature)*	BY *(Signature)*
Ray D. Leiker, AIA *(Typed name)*	JAMES H ENGLISH *(Typed name)*	The Honorable Jeff R. Branick *(Typed name)*
02/18/15	2-18-15	February 23, 2015
DATE	DATE	DATE

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User Notes:

(1229673332)

CONSTRUCTIONZONE

Construction Zone
231 N. Twin City Hwy
Nederland, TX 77627
Phone (409) 729-8989
Fax (409) 729-8987

PROPOSED CHANGE REQUEST

Project: Jefferson County Phase 5 Maintenance Upgrades - Emergency Fire Alarm

PCR: 01

Date: 12-Feb-15

Architec: Bailey Architects
Sandra Bauder
55 Waugh Drive, Suite 450
Houston, TX 77007

Owner: Jefferson County
Purchasing Dept.- Deborah Clark
1149 Pearl St.
Beaumont, TX 77701

1.) Credit for Permit	$	(3,552.00)
2.) Credit for Payment and Performance Bond	$	(11,500.00)
3.) Credit for Builders Risk	$	(3,000.00)
Subtotal	$	(18,774.00)
TCPN Fee 4%	$	(722.00)
Total Credit	$	(19,496.00)
4.) Relocation of fire alarm panel from lobby to hallway. Relocation discussed with and approved by Jefferson County Purchasing Dept.	$	2,288.00
Overhead 5%	$	114.00
Profit 5%	$	114.00
Subtotal	$	2,516.00
TCPN Fee 4%	$	101.00
Subtotal	$	2,617.00
Total Proposed Change	$	(16,879.00)

Except as hereby modified, all terms and conditions of the Contract and previous modifications remain unchanged and in full force and effect.

Owner-Jefferson County Purchasing

Architect - Bailey Architects

By:

Contractor - Construction Zone of Texas

EVERETTE "BO" ALFRED
COUNTY COMMISSIONER
PRECINCT 4
P. O. Box 4025
Beaumont, Texas 77704-4025

MARIO WATKINS
Executive Assistant

KENNETH MINKINS
Superintendent
Precinct 4 – Service Center

MEMO

To: Ms. Fran Lee, Auditing

From: Commissioner Everette Alfred, Precinct # 4

Date: February 16, 2015

RE: Transfer Funds

Court

Please transfer **$10,000** from account # 114-0402-431.30-79 (Crushed Stone) into account # 114-0405-431.40-18 (Road Machinery) for additional cost of road building equipment repairs.

Inter Serv

Please transfer **$250** from account # 116-0609-452.30-48 (Lumber) into account # 116-0609-452.30-84 (Minor Equipment) for additional cost of minor equipment.

Thank you.

EA/nr

DATE: February 9, 2015

TO: Patrick Swain
Auditor

FROM: Chief Mark Dubois

RE: Budgetary funds transfer

We are requesting the following transfer of funds:

From Account # 120-3060-421-60-20	Testing Equipment	$8,000

To the following account line:

# 120-3060-421-60-07	Automobiles	$8,000

Justification: The transfer is needed for additional cost to install shelving in 2015 Ford Transit Van that has been already approved by Court.

JEFFERSON COUNTY PURCHASING DIVISION

Deborah L. Clark, County Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

MEMORANDUM

To: Patrick Swain
County Auditor

From: Deborah Clark
Purchasing Agent

Date: February 17, 2015

Re: Purchasing Budget Amendment/2015

I am requesting a transfer of $14,469.00 from 1209999415999 Contingency to1260834166018 Capital Outlay/Power Tools & Appliances. This is to replace the broken kettle in the Downtown Jail.

Thank you for your attention to this matter.

KOMMERCIAL KITCHENS
FOOD SERVICE EQUIPMENT & SUPPLY
www.KommercialKitchens.com
800-962-1555
1100 Freeway Blvd. Rose City, Tx 77662 Ph: (409) 769-1199 Fax: (409) 769-8800
13544 East Freeway Houston, Tx 77015 Ph: (832) 767-2891 Fax: (832) 767-5589

Quote

Date
5/1/2014

To:
Jefferson County Correctional Facility
Trent Mattison
(409) 656-1544 (Cell)
tmattison@co.jefferson.tx.us

Project:
Jefferson County - Kettle & Ice Maker

From:
Kommercial Kitchens
Jay Odom
1100 Freeway Blvd
Rose City TX 77662-9419
(409) 769-1199 (Phone)

Item	Qty	Description	Sell	Sell Total
		PRICING IS FOR DELIVERY AND SET IN PLACE ONLY. FINAL CONNECTIONS TO BE PERFORMED BY OTHERS.		
2	1 ea	STATIONARY KETTLE Cleveland Range Model No. KEL-60 Packed: ea Kettle, Electric, 60-gallon capacity, 2/3 steam jacket design, open tri-leg base, faucet bracket, strainer, standard with flanged feet, 50 psi rating, 2" tangent draw-off, spring-assisted cover, stainless steel construction	$12,776.00	$12,776.00
	1 ea	1-year limited warranty, standard		
	1 ea	Standard wattage		
	1 ea	(VOK2) 440/480v/60/3-ph, 19.6kW, 23.6 amp	$601.00	$601.00
	1 ea	2" Tangent draw-off, standard		
	1 ea	316G2 316 stainless steel liner, for 60, 80 and 100 gallons, per each kettle	$507.00	$507.00
	1 ea	CP-PCB Protective box for controls, completely covers controls, gas and electric models only (locks provided by others)	$144.00	$144.00
	1 ea	CP-TDM 2" or 3" Tamper resistant tangent draw-off valve. Valve handle fastened to stem with tamper proof spanner drilled head screws	$136.00	$136.00
	1 ea	CP-SCR Tamper proof spanner drilled head screws - prevent removal of steam valve & spring hinge assembly	$59.00	$59.00
	1 ea	CP-PG Pressure gauge guard, 1/4" x 1/2" stainless steel bar bolted over gauge to prevent damage from impacts, gas and electric models only	$59.00	$59.00
	1 ea	SGP Sight glass guard	$187.00	$187.00
			ITEM TOTAL:	$14,469.00

Initial: _____

JEFFERSON COUNTY CONSTABLE

PRECINCT-1
COLEY "NICK" SALEME
1085 PEARL STREET
BEAUMONT, TX 77701

Memo

Date: February 19, 2015

To: Fran Lee, Financial Manager **Fax #:** (409) 839-2369

From: Constable's Office Precinct 1 **Fax #:** *(409) 839-2350*

RE: Transfer Line Item

Priority: [Urgent]

Line-item Transfer Amendment

DATE: February 19, 2015

Honorable Commissioners Court of Jefferson County:

I submit to you for your consideration the following line-item transfers:

	FUND	DEPT.	FROM	TO
From:	Extra Help	120 3065 425.10-05	$3,800.00	
To:	Travel Expense	120 3065 425.50-62	$416.01	$3,800.00
Reason:	To cover costs of upcoming Travel Claims for Mandatory Schools and Seminars			

C Nick Salem

Department Head /Chief Clerk-Administrative Assistant

Approved: County Judge for Commissioners Court

Attest: County Clerk

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
WARREN'S DO-NUTS	42.23	403884	
			42.23**
ROAD & BRIDGE PCT.#1			
APAC, INC. - TROTTI & THOMSOM	1,241.97	403752	
CARQUEST AUTO PARTS # 96	91.24	403762	
ENTERGY	938.10	403779	
M&D SUPPLY	27.86	403792	
MUNRO'S	34.00	403797	
SOUTHEAST TEXAS WATER	44.00	403821	
TRI-CON, INC.	3,538.45	403833	
WASTE MGT. GOLDEN TRIANGLE, INC.	67.25	403835	
SOUTHERN TIRE MART, LLC	69.00	403844	
UNITED STATES POSTAL SERVICE	.48	403859	
EDDIE ARNOLD	903.08	403880	
SPANKY'S WRECKER SERVICE INC	95.00	403923	
SAM'S CLUB DIRECT	30.00	403928	
			7,080.43**
ROAD & BRIDGE PCT.#2			
CHEMAX CORP.	189.80	403763	
ENTERGY	627.50	403779	
MUNRO'S	18.45	403797	
OFFICE DEPOT	164.57	403799	
RITTER @ HOME	26.76	403808	
AT&T	89.31	403822	
TRI-CITY FASTENER & SUPPLY	23.00	403832	
LOWE'S HOME CENTERS, INC.	284.25	403868	
BUMPER TO BUMPER	55.86	403878	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	17,973.73	403960	
			19,453.23**
ROAD & BRIDGE PCT. # 3			
APAC, INC. - TROTTI & THOMSOM	1,004.12	403752	
CITY OF PORT ARTHUR - WATER DEPT.	28.88	403765	
MODICA BROTHERS	294.98	403795	
MUNRO'S	34.13	403797	
PARTS EXCHANGE COMPANY, INC.	175.00	403800	
WEAVER, FALGOUT, & CARRUTH, INC.	9.26	403837	
HOWARD'S AUTO SUPPLY	98.25	403847	
WALMART COMMUNITY BRC	68.10	403857	
MICHAEL "SHANE" SINEGAL	160.98	403901	
SAM'S CLUB DIRECT	75.00	403928	
ASCO	25.29	403933	
			1,973.99**
ROAD & BRIDGE PCT.#4			
APAC, INC. - TROTTI & THOMSOM	132.05	403752	
ENTERGY	14.19	403779	
CASH ADVANCE ACCOUNT	1,550.19	403787	
M&D SUPPLY	19.64	403792	
MUNRO'S	118.53	403797	
SCHMIDT SAW & KNIFE WKS, INC.	88.23	403813	
SMART'S TRUCK & TRAILER, INC.	17.50	403819	
TRI-CON, INC.	2,752.89	403833	
UNITED STATES POSTAL SERVICE	20.52	403859	
ON TIME TIRE	220.00	403921	
SAM'S CLUB DIRECT	60.00	403928	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	156.20	403945	
			5,149.94**
ENGINEERING FUND			
VERIZON WIRELESS	247.07	403855	
UNITED STATES POSTAL SERVICE	4.27	403859	
			251.34**
PARKS & RECREATION			
ENTERGY	1,375.80	403779	
SCOOTER'S LAWNMOWERS	240.35	403814	
ROSS RIDGE SAND COMPANY LP	211.20	403892	
			1,827.35**
GENERAL FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
CHARLES L. WIGGINS	6,366.88	403840	
MOTIVA ENTERPRISES LLC	7,681,704.29	403902	
			7,688,071.17*
TAX OFFICE			
ACE IMAGEWEAR	21.01	403817	
SOUTHEAST TEXAS WATER	226.45	403821	
TEXAS STATE DIRECTORY	102.30	403831	
UNITED STATES POSTAL SERVICE	1,999.38	403859	
UNITED STATES POSTAL SERVICE	19.94	403860	
			2,369.08*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	10.21	403859	
JEFFERSON COUNTY CREDIT CARDS	31.99	403908	
			42.20*
AUDITOR'S OFFICE			
FED EX	33.23	403772	
UNITED STATES POSTAL SERVICE	13.79	403859	
FILINGSTORE.COM	119.20	403890	
			166.22*
COUNTY CLERK			
OFFICE DEPOT	114.40	403799	
XEROX CORPORATION	1,010.86	403841	
CDW COMPUTER CENTERS, INC.	210.76	403848	
UNITED STATES POSTAL SERVICE	250.19	403859	
UNITED STATES POSTAL SERVICE	98.75	403860	
SAM'S CLUB DIRECT	15.00	403928	
			1,699.96*
COUNTY JUDGE			
BEAUMONT ENTERPRISE	276.64	403770	
JAN GIROUARD & ASSOCIATES	600.00	403774	
CATHERINE BRUNEY	500.00	403784	
UNITED STATES POSTAL SERVICE	27.52	403859	
THE YOES LAW FIRM, LLP	500.00	403883	
DANE DENNISON	500.00	403949	
			2,404.16*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	.41	403859	
			.41*
COUNTY TREASURER			
OFFICE DEPOT	308.38	403799	
UNITED STATES POSTAL SERVICE	235.73	403859	
			544.11*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	14.70	403859	
SAM'S CLUB DIRECT	60.00	403928	
			74.70*
GENERAL SERVICES			
B&L MAIL PRESORT SERVICE	2,492.20	403754	
CURTIS 1000, INC.	1,017.28	403767	
CASH ADVANCE ACCOUNT	150.00	403787	
TAC - TEXAS ASSN. OF COUNTIES	2,440.00	403825	
TAC - TEXAS ASSN. OF COUNTIES	175.00	403826	
TEXAS ASSN. OF COUNTIES - TAC	3,092.50	403829	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	403830	
VERIZON WIRELESS	303.92	403853	
SUPERIOR PRESS	33.00	403907	
JEFFERSON COUNTY CREDIT CARDS	1,351.78	403908	
SAM'S CLUB DIRECT	15.00	403928	
DYNAMEX INC	194.95	403940	
			13,965.63*
DATA PROCESSING			
DELL MARKETING L.P.	112.49	403768	
OFFICE DEPOT	255.07	403799	

NAME	AMOUNT	CHECK NO.	TOTAL
CDW COMPUTER CENTERS, INC.	825.39	403848	
SHI GOVERNMENT SOLUTIONS, INC.	22,300.00	403863	
JEFFERSON COUNTY CREDIT CARDS	191.27	403908	
MARIANNE PETRY	588.80	403919	
			24,273.02*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	149.43	403859	
			149.43*
DISTRICT ATTORNEY			
ALISA RAUMAKER, CSR	159.15	403749	
CAMEO / SABINE NECHES TRAVEL	459.20	403760	
DELL MARKETING L.P.	1,154.40	403768	
CASH ADVANCE ACCOUNT	2,980.13	403787	
RANDI A. KING	981.84	403790	
UNITED STATES POSTAL SERVICE	262.96	403859	
UNITED STATES POSTAL SERVICE	2.09	403860	
CHILD ABUSE & FORENSIC SERVICES	375.00	403866	
SUMMER TANNER	749.00	403889	
JEFFERSON COUNTY BAR ASSOCIATION	2,700.00	403929	
FILE & SERVE XPRESS LLC	20.00	403932	
THOMSON REUTERS-WEST	1,794.80	403935	
HEALTHPORT	216.46	403939	
TRANSUNION RISK AND ALTERNATIVE	93.25	403955	
HIGGINBOTHAM INSURANCE AGENCY INC	100.00	403957	
HIGGINBOTHAM INSURANCE AGENCY INC	100.00	403958	
CORY J CRENSHAW	267.40	403959	
			12,415.68*
DISTRICT CLERK			
OFFICE DEPOT	161.78	403799	
UNITED STATES POSTAL SERVICE	169.75	403859	
HARRIS COUNTY CONFERENCE 2015	200.00	403962	
			531.53*
CRIMINAL DISTRICT COURT			
DOUGLAS M. BARLOW, ATTORNEY AT LAW	3,206.25	403757	
DONALD W. DUESLER & ASSOC.	8,333.00	403769	
MIKE LAIRD, ATTORNEY AT LAW	900.00	403791	
BRUCE N. SMITH	800.00	403820	
UNITED STATES POSTAL SERVICE	2.02	403859	
MATUSKA LAW FIRM	4,300.00	403947	
HAI MYERS	112.50	403961	
			17,653.77*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.81	403859	
			.81*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.22	403859	
			1.22*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	2.44	403859	
LEXIS-NEXIS	54.00	403861	
			56.44*
252ND DISTRICT COURT			
OFFICE DEPOT	169.99	403799	
BRACK JONES JR.	8,333.33	403845	
KEVIN S. LAINE	800.00	403846	
JOHN D WEST	800.00	403852	
UNITED STATES POSTAL SERVICE	323.85	403859	
SHEIGH SUMMERLIN	8,333.33	403886	
SUMMER TANNER	397.35	403889	
KIMBERLY R. BROUSSARD	33.95	403898	
SOUTHEAST TEXAS PSYCHIATRY PA	595.00	403914	
JOHN WOOLDRIDGE	112.70	403953	
			19,899.50*
279TH DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
PHILLIP DOWDEN	325.00	403750	
ANITA F. PROVO	1,125.00	403807	
KEVIN PAULA SEKALY PC	325.00	403815	
RANDY SHELTON	125.00	403816	
UNITED STATES POSTAL SERVICE	.41	403859	
REALTIME REPORTING SERVICES INC.	845.70	403911	
			2,746.11*
317TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.48	403859	
SHI GOVERNMENT SOLUTIONS, INC.	328.20	403863	
JUDY PAASCH	2,278.33	403879	
			2,607.01*
JUSTICE COURT-PCT 1 PL 1			
OFFICE DEPOT	21.00	403799	
UNITED STATES POSTAL SERVICE	49.73	403859	
			70.73*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	.41	403859	
			.41*
JUSTICE COURT-PCT 2			
MANNINGS SCHOOL SUPPLY	19.95	403793	
			19.95*
JUSTICE COURT-PCT 6			
OFFICE DEPOT	579.99	403799	
UNITED STATES POSTAL SERVICE	59.40	403859	
			639.39*
JUSTICE COURT-PCT 7			
CDW COMPUTER CENTERS, INC.	387.99	403848	
			387.99*
JUSTICE OF PEACE PCT. 8			
UNITED STATES POSTAL SERVICE	419.60	403860	
			419.60*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	.81	403859	
LEXIS-NEXIS	45.00	403861	
			45.81*
COUNTY COURT AT LAW NO. 2			
DAVID W BARLOW	250.00	403756	
THOMAS J. BURBANK, P.C.	250.00	403759	
MIKE CICHOWSKI	942.00	403764	
MIKE LAIRD, ATTORNEY AT LAW	300.00	403791	
SAM HOUSTON STATE UNIVERSITY	215.00	403810	
UNITED STATES POSTAL SERVICE	20.71	403859	
ANTOINETTE BRADLEY	250.00	403875	
			2,227.71*
COUNTY COURT AT LAW NO. 3			
THOMAS J. BURBANK, P.C.	550.00	403759	
CDW COMPUTER CENTERS, INC.	145.49	403848	
UNITED STATES POSTAL SERVICE	29.23	403859	
RYAN GERTZ	550.00	403905	
CHANCE SHOEMAKE	550.00	403954	
			1,824.72*
COURT MASTER			
UNITED STATES POSTAL SERVICE	.81	403859	
SHI GOVERNMENT SOLUTIONS, INC.	2,297.40	403863	
			2,298.21*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	9.34	403859	
KARA HAWTHORN	505.61	403912	
JEFFERSON COUNTY BAR ASSOCIATION	500.00	403929	
			1,014.95*
COMMUNITY SUPERVISION			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	450.00	403799	
			450.00*
SHERIFF'S DEPARTMENT			
ENTERGY	1,065.76	403779	
CASH ADVANCE ACCOUNT	41.00	403787	
KAY ELECTRONICS, INC.	55.00	403789	
MOORMAN & ASSOCIATES, INC.	1,650.00	403796	
OFFICE DEPOT	199.99	403799	
PORT ARTHUR NEWS, INC.	193.68	403806	
AT&T	119.28	403822	
WASTE MGT. GOLDEN TRIANGLE, INC.	74.65	403835	
CLASSEN BUCK SEMINAR INC	359.00	403843	
AMERICAN POLYGRAPH ASSOCIATION	300.00	403850	
UNITED STATES POSTAL SERVICE	1,918.13	403859	
BEAUMONT OCCUPATIONAL SERVICE, INC.	32.95	403865	
JEFFERSON COUNTY CREDIT CARDS	1,923.92	403908	
ERIN TECHNOLOGY LLC	3,785.00	403916	
RITA HURT	275.00	403918	
SAM'S CLUB DIRECT	30.00	403928	
CRAIG TURNER	225.16	403936	
K&K TOWING	250.00	403963	
			12,498.52*
CRIME LABORATORY			
ABACUS DIAGNOSTIC, INC.	614.00	403747	
AGILENT TECHNOLOGIES	109.50	403748	
HENRY SCHEIN, INC.	443.65	403812	
SOUTHEAST TEXAS WATER	79.90	403821	
ULINE SHIPPING SUPPLY SPECIALI	305.18	403834	
WASTE MGT. GOLDEN TRIANGLE, INC.	139.78	403835	
JEFFERSON COUNTY CREDIT CARDS	204.00	403908	
SIRCHIE FINGER PRINT LABORATORIES	170.00	403910	
			2,066.01*
JAIL - NO. 2			
HILO / O'REILLY AUTO PARTS	22.14	403741	
AMERAPRODUCTS INC	2,135.23	403746	
BOB BARKER CO., INC.	15,505.66	403755	
CHEMAX CORP.	139.90	403763	
FAST SIGNS, INC.	47.15	403771	
W.W. GRAINGER, INC.	32.64	403775	
ENTERGY	38,687.11	403779	
HERNANDEZ OFFICE SUPPLY, INC.	291.49	403782	
M&D SUPPLY	45.74	403792	
OFFICE DEPOT	90.00	403799	
PETTY CASH - SHERIFF'S OFFICE	460.36	403803	
SANITARY SUPPLY, INC.	7,967.59	403811	
WASTE MGT. GOLDEN TRIANGLE, INC.	133.89	403835	
NEDERLAND HARDWARE SUPPLY	23.05	403839	
UNITED COMMUNICATIONS, INC.	4,015.00	403849	
TEXAS GAS SERVICE	721.33	403872	
BELT SOURCE	284.23	403888	
AIRGAS SOUTHWEST	11.65	403896	
FIRETROL PROTECTION SYSTEMS, INC.	746.78	403900	
WORLD FUEL SERVICES	808.20	403904	
FIVE STAR CORRECTIONAL SERVICE	33,971.54	403906	
A1 FILTER SERVICE COMPANY	737.60	403917	
TROOP INDUSTRIAL	28.50	403925	
SAFETY SOURCE APPAREL	757.50	403931	
MATERA PAPER COMPANY INC	471.00	403934	
KROPP HOLDINGS INC	327.61	403938	
WASTEWATER TRANSPORT SERVICES LLC	2,003.00	403948	
			110,465.89*
JUVENILE PROBATION DEPT.			
UNITED STATES POSTAL SERVICE	20.97	403859	
HIGGINBOTHAM INSURANCE AGENCY INC	100.00	403956	
			120.97*
JUVENILE DETENTION HOME			
CDW COMPUTER CENTERS, INC.	199.14	403848	
FLOWERS FOODS	67.90	403876	
			267.04*
CONSTABLE PCT 1			

NAME	AMOUNT	CHECK NO.	TOTAL
CAREER TRACK SEMINARS	796.00	403761	
CASH ADVANCE ACCOUNT	41.00	403787	
OFFICE DEPOT	125.98	403799	
UNITED STATES POSTAL SERVICE	80.67	403859	
HIGGINBOTHAM INSURANCE AGENCY INC	100.00	403956	
			1,143.65*
CONSTABLE-PCT 2			
GREATER PORT ARTHUR	125.00	403776	
SILSBEE FORD INC	152.02	403941	
			277.02*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	8.12	403859	
MORPHOTRUST USA	9.95	403950	
			18.07*
CONSTABLE PCT. 7			
US POSTAL SERVICE	245.00	403864	
			245.00*
COUNTY MORGUE			
FMMS HOLDINGS OF TEXAS LLC	66,000.00	403920	
			66,000.00*
AGRICULTURE EXTENSION SVC			
WALMART COMMUNITY BRC	22.33	403857	
BARBARA EVANS	148.35	403899	
SAM'S CLUB DIRECT	60.00	403928	
M J EBELING	82.80	403930	
			313.48*
HEALTH AND WELFARE NO. 1			
PRN MEDICAL SERVICES, INC.	357.25	403740	
UNITED STATES POSTAL SERVICE	77.52	403859	
TINA CHAMPAGNE	56.93	403897	
SAM'S CLUB DIRECT	15.00	403928	
			506.70*
HEALTH AND WELFARE NO. 2			
UNITED STATES POSTAL SERVICE	307.08	403860	
SAM'S CLUB DIRECT	15.00	403928	
			322.08*
NURSE PRACTITIONER			
PHYSICIAN SALES & SERVICE, INC.	750.61	403805	
			750.61*
CHILD WELFARE UNIT			
J.C. PENNEY'S	4,636.25	403867	
			4,636.25*
ENVIRONMENTAL CONTROL			
XPERTREGISTRATION	150.00	403915	
			150.00*
INDIGENT MEDICAL SERVICES			
CARDINAL HEALTH 110 INC	23,276.33	403937	
			23,276.33*
MAINTENANCE-BEAUMONT			
ENTERGY	6,235.78	403779	
M&D SUPPLY	45.89	403792	
RALPH'S INDUSTRIAL ELECTRONICS	22.00	403809	
SOUTHERN FASTENING SYSTEMS	115.95	403862	
ACADIAN HARDWOODS, BEAUMONT	674.60	403871	
AT&T GLOBAL SERVICES	3,053.00	403873	
CENTERPOINT ENERGY RESOURCES CORP	6,219.34	403881	
TEXAS GENERAL LAND OFFICE SEMP	435.23	403944	
			16,801.79*
MAINTENANCE-PORT ARTHUR			
ENTERGY	3,810.76	403779	

NAME	AMOUNT	CHECK NO.	TOTAL
SAM'S CLUB DIRECT	30.00	403928	
			3,840.76*
MAINTENANCE-MID COUNTY			
ALL-PHASE ELECTRIC SUPPLY	236.61	403766	
ENTERGY	2,967.30	403779	
RITTER @ HOME	45.23	403808	
ACE IMAGEWEAR	57.02	403817	
W. JEFFERSON COUNTY M.W.D.	26.13	403838	
LOWE'S HOME CENTERS, INC.	146.68	403868	
			3,478.97*
SERVICE CENTER			
CLASSIC TINT	30.00	403751	
HIGHTECH SIGNS	110.00	403783	
INTERSTATE BATTERIES OF BEAUMONT/PA	302.85	403785	
M&D SUPPLY	25.90	403792	
PHILPOTT MOTORS, INC.	14.50	403804	
AT&T	59.54	403822	
VOYAGER FLEET SYSTEM, INC.	19,024.95	403874	
BUMPER TO BUMPER	367.89	403878	
UNIFIRST HOLDINGS INC	24.32	403903	
MIGHTY OF SOUTHEAST TEXAS	41.25	403913	
SPANKY'S WRECKER SERVICE INC	95.00	403923	
SAM'S CLUB DIRECT	15.00	403928	
SILSBEE FORD INC	268.80	403941	
			20,380.00*
VETERANS SERVICE			
OFFICE DEPOT	64.90	403799	
UNITED STATES POSTAL SERVICE	6.94	403859	
			71.84*
			8,066,702.61**
MOSQUITO CONTROL FUND			
ENTERGY	787.12	403779	
CASH ADVANCE ACCOUNT	90.00	403787	
MUNRO'S	98.95	403797	
SHERWIN-WILLIAMS	15.20	403818	
TIME WARNER COMMUNICATIONS	139.62	403827	
WASTE MGT. GOLDEN TRIANGLE, INC.	81.18	403835	
SILSBEE FORD INC	23,342.83	403941	
			24,554.90**
SECURITY FEE FUND			
GT DISTRIBUTORS, INC.	401.60	403773	
			401.60**
LAW LIBRARY FUND			
STATE BAR OF TEXAS	375.00	403824	
LEXISNEXIS MATTHEW BENDER	934.63	403869	
LEXISNEXIS MATTHEW BENDER	934.63	403870	
THOMSON REUTERS-WEST	2,205.71	403935	
			4,449.97**
EMPG GRANT			
CASH ADVANCE ACCOUNT	706.10	403787	
CODE BLUE	261.99	403877	
JEFFERSON COUNTY CREDIT CARDS	3,309.77	403908	
			4,277.86**
GRT N MENTAL HEALTH SVCS			
CORNELL CORRECTIONS OF TEXAS	1,777.32	403946	
			1,777.32**
JUVENILE TJPC-A-2014-123			
GULF COAST TRADES CENTER	3,193.93	403777	
PEGASUS SCHOOL	4,591.41	403801	
G4S YOUTH SERVICES LLC	162.73	403952	
			7,948.07**
JUVENILE PROB & DET. FUND			
CORNELL CORRECTIONS OF TEXAS	2,814.09	403946	

NAME	AMOUNT	CHECK NO.	TOTAL
G4S YOUTH SERVICES LLC	2,100.00	403952	
			4,914.09**
IV-E FOSTER CARE			
VERIZON WIRELESS	59.04	403854	
			59.04**
COMMUNITY SUPERVISION FND			
JEFFERSON CTY. COMMUNITY SUP.	1,568.46	403786	
TIME WARNER COMMUNICATIONS	80.18	403828	
WASTE MGT. GOLDEN TRIANGLE, INC.	69.89	403836	
UNITED STATES POSTAL SERVICE	118.38	403859	
UNITED STATES POSTAL SERVICE	234.71	403860	
JCCSC	314.00	403909	
SAM'S CLUB DIRECT	15.00	403928	
			2,400.62**
JEFF. CO. WOMEN'S CENTER			
ALLIED ELECTRIC, INC.	252.29	403743	
KIM MCKINNEY, LPC, LMFT	75.00	403794	
PETTY CASH - RESTITUTION I	52.31	403842	
TEXAS FIRE & COMMUNICATIONS	90.00	403851	
VINCENT'S A/C	394.98	403856	
SAM'S CLUB DIRECT	119.20	403927	
SAM'S CLUB DIRECT	60.00	403928	
			1,043.78**
MENTALLY IMPAIRED OFFEND.			
TRAZARRA STELLY	92.00	403894	
			92.00**
COUNTY CLERK - RECORD MGT			
MANATRON	10,595.97	403891	
			10,595.97**
DRUG INTERVENTION COURT			
SANITARY SUPPLY, INC.	232.65	403811	
			232.65**
CHEEK H2O & SEWER PHASE 4			
T. JOHNSON INDUSTRIES, INC.	47,944.61	403788	
ACTION CIVIL ENGINEERS PLLC	1,500.00	403951	
			49,444.61**
CONST. PCT 1 EDUCATION			
CASH ADVANCE ACCOUNT	586.34	403787	
			586.34**
HOTEL OCCUPANCY TAX FUND			
M&D SUPPLY	30.18	403792	
AT&T	172.29	403823	
SAM'S CLUB DIRECT	45.00	403928	
			247.47**
1957 ROAD BOND FUND			
LJA ENGINEERING INC	155.00	403922	
			155.00**
CAPITAL PROJECTS FUND			
AAA RENTALS	375.00	403744	
CARROLL & BLACKMAN, INC.	950.84	403745	
			1,325.84**
AIRPORT FUND			
ENTERGY	16,880.36	403781	
AT&T	579.51	403822	
UNITED STATES POSTAL SERVICE	4.87	403859	
JEFFERSON COUNTY CREDIT CARDS	696.60	403908	
			18,161.34**
SE TX EMP. BENEFIT POOL			
STANDARD INSURANCE COMPANY	20,189.01	403885	
RELIANCE STANDARD LIFE INSURANCE	5,756.09	403887	

NAME	AMOUNT	CHECK NO.	TOTAL
COMPASS PROFESSIONAL HEALTH SERVICE	2,440.00	403942	
SA BENEFITS SERVICES LLC	37,545.50	403943	
			65,930.60**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	8,208.52	403882	
			8,208.52**
SHERIFF'S FORFEITURE FUND			
HILO / O'REILLY AUTO PARTS	68.97	403741	
AVIALL	423.32	403753	
BEAUMONT TROPHIES	371.50	403758	
			863.79**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	12,024.00	403711	
CLEAT	306.00	403712	
JEFFERSON CTY. TREASURER	18,747.97	403713	
RON STADTMUELLER - CHAPTER 13	1,917.50	403714	
INTERNAL REVENUE SERVICE	150.00	403715	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	5,120.00	403716	
JEFFERSON CTY. COMMUNITY SUP.	10,534.61	403717	
JEFFERSON CTY. TREASURER - HEALTH	420,383.39	403718	
JEFFERSON CTY. TREASURER - GENERAL	45.00	403719	
JEFFERSON CTY. TREASURER - PAYROLL	1,629,505.15	403720	
JEFFERSON CTY. TREASURER - PAYROLL	657,705.63	403721	
JEFFERSON CTY. TREASURER	110.61	403722	
MONY/MLOA	243.42	403723	
POLICE & FIRE FIGHTERS' ASSOCIATION	3,174.08	403724	
UNITED WAY OF BEAUMONT& N JEFFERSON	69.77	403725	
JEFFERSON CTY. TREASURER - TCDRS	632,015.65	403726	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,831.65	403727	
JEFFERSON COUNTY TREASURER	2,547.35	403728	
JEFFERSON COUNTY - TREASURER -	6,287.97	403729	
NECHES FEDERAL CREDIT UNION	61,660.71	403730	
JEFFERSON COUNTY - NATIONWIDE	100,906.43	403731	
TENNESSEE CHILD SUPPORT	115.38	403732	
SBA - U S DEPARTMENT OF TREASURY	168.49	403733	
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	403734	
U S DEPARTMENT OF TREASURY	233.60	403735	
WILLIAM E HEITKAMP	720.72	403736	
JOHN TALTON	567.69	403737	
IL DEPT OF HEALTCARD AND FAMILY SER	188.31	403738	
COLLEGE ASIST	147.02	403739	
			3,567,545.33**
GUARDIANSHIP FEE			
JOSHUA C HEINZ	300.00	403926	
			300.00**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	1,745.00	403895	
			1,745.00**
ORCA - IKE			
N&T CONSTRUCTION COMPANY, INC.	161,474.72	403742	
MK CONSTRUCTORS	106,029.50	403924	
			267,504.22**
MARINE DIVISION			
ENTERGY	681.94	403779	
AT&T	79.10	403822	
THE DINGO GROUP-PETE JORGENSON MARI	313.06	403893	
			1,074.10**
SHERIFF-SPINDLETOP GRANT			
CODE BLUE	1,185.00	403877	
			1,185.00**
			12,149,506.15***

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	215.60	404048	
WARREN'S DO-NUTS	42.23	404099	
			257.83**
ROAD & BRIDGE PCT.#1			
ENTERGY	96.08	403997	
EDDIE ARNOLD	542.45	404094	
			638.53**
ROAD & BRIDGE PCT.#2			
CITY OF NEDERLAND	269.13	403980	
ALL-PHASE ELECTRIC SUPPLY	414.87	403984	
W.W. GRAINGER, INC.	5,279.32	403994	
SETZER HARDWARE, INC.	18.76	404034	
LOWE'S HOME CENTERS, INC.	70.99	404077	
BUMPER TO BUMPER	232.12	404092	
CENTERPOINT ENERGY RESOURCES CORP	129.62	404095	
			6,414.81**
ROAD & BRIDGE PCT. # 3			
BEAUMONT ENTERPRISE	138.32	403988	
FARM & HOME SUPPLY	4.95	403990	
GULF COAST AUTOMOTIVE, INC.	14.78	403995	
ENTERGY	28.20	403997	
MUNRO'S	18.23	404018	
CENTERPOINT ENERGY RESOURCES CORP	26.47	404095	
NEMESIS GRAPHIC AND DESIGN	1,683.50	404179	
			1,914.45**
ROAD & BRIDGE PCT.#4			
COASTAL WELDING SUPPLY	665.25	403982	
RB EVERETT & COMPANY, INC.	84.85	403989	
M&D SUPPLY	182.85	404010	
SCHMIDT SAW & KNIFE WKS, INC.	88.23	404032	
AT&T	73.72	404038	
WAUKESHA-PEARCE IND., INC.	65.78	404052	
TEXAS ORG OF BLACK COUNTY COMM	150.00	404059	
UNITED STATES POSTAL SERVICE	12.95	404069	
EMERGENCY POWER SERVICE	388.50	404146	
			1,712.13**
ENGINEERING FUND			
UNITED STATES POSTAL SERVICE	3.84	404069	
			3.84**
PARKS & RECREATION			
ROSS RIDGE SAND COMPANY LP	211.20	404108	
SPRINT WASTE SERVICES LP	310.80	404164	
			522.00**
GENERAL FUND			
MCGRIFF, SEIBELS & WILLIAMS OF TX	482,270.00	404085	
			482,270.00*
TAX OFFICE			
GUARDIAN FORCE	120.00	403969	
PITNEY BOWES, INC.	520.00	404023	
UNITED STATES POSTAL SERVICE	1,726.44	404069	
			2,366.44*
COUNTY HUMAN RESOURCES			
BEAUMONT FAMILY PRACTICE ASSOC.	150.00	403976	
MOORMAN & ASSOCIATES, INC.	150.00	404017	
UNITED STATES POSTAL SERVICE	3.25	404069	
			303.25*
AUDITOR'S OFFICE			
OFFICE DEPOT	602.91	404020	
TEXAS ASSN. OF COUNTY AUDITORS	415.00	404046	

NAME	AMOUNT	CHECK NO.	TOTAL
FRAN M. LEE	257.00	404058	
UNITED STATES POSTAL SERVICE	22.06	404069	
			1,296.97*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	290.95	404069	
			290.95*
COUNTY JUDGE			
KEVIN PAULA SEKALY PC	1,000.00	404033	
UNITED STATES POSTAL SERVICE	.89	404069	
THE YOES LAW FIRM, LLP	200.00	404098	
KIMBERLY PHELAN, P.C.	200.00	404100	
JEFF R BRANICK	769.80	404103	
FRED JACKSON	68.85	404113	
THE DAWS LAW FIRM PLLC	500.00	404162	
			2,739.54*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	2.51	404069	
			2.51*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	233.74	404069	
			233.74*
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER	1,042.09	404021	
STAR GRAPHICS COPIERS, INC.	1,139.94	404039	
COASTAL BUSINESS SUPPLIES INC	379.45	404117	
			2,561.48*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	384.32	403987	
PORT ARTHUR NEWS, INC.	372.06	404024	
UNITED STATES POSTAL SERVICE	2.51	404069	
			758.89*
GENERAL SERVICES			
OLMSTED-KIRK PAPER	3,242.00	404021	
TIME WARNER COMMUNICATIONS	192.23	404044	
MCGRIFF, SEIBELS & WILLIAMS OF TX	690,931.00	404085	
SUPERIOR PRESS	2,232.60	404128	
PATTILLO BROWN & HILL LLP	32,000.00	404138	
DYNAMEX INC	194.95	404160	
			728,792.78*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	147.44	404069	
			147.44*
ELECTIONS DEPARTMENT			
HART INTER CIVIC	302.00	403998	
UNITED STATES POSTAL SERVICE	1.44	404069	
			303.44*
DISTRICT ATTORNEY			
JEFFERSON CTY. BAR ASSOCIATION	2,700.00	404005	
JEFFERSON CTY. BAR ASSOCIATION	120.00	404006	
OFFICE DEPOT	227.66	404020	
RENE MULHOLLAND	10.50	404049	
UNITED STATES POSTAL SERVICE	265.59	404069	
CHILD ABUSE & FORENSIC SERVICES	125.00	404075	
CODE BLUE	252.00	404090	
			3,700.75*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	217.13	404069	
			217.13*
CRIMINAL DISTRICT COURT			
KIRKSEY'S SPRINT PRINTING	57.70	404009	
RENE MULHOLLAND	67.90	404049	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	7.81	404069	
CAROLYN WIEDENFELD	2,000.00	404078	
			2,133.41*
58TH DISTRICT COURT			
SOUTHEAST TEXAS WATER	89.85	404037	
LEXIS-NEXIS	112.00	404070	
			201.85*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.41	404069	
			.41*
172ND DISTRICT COURT			
LEXIS-NEXIS	53.00	404070	
			53.00*
252ND DISTRICT COURT			
GAYLYN COOPER	800.00	403970	
THOMAS J. BURBANK, P.C.	900.00	403978	
RIFE KIMLER, LAW OFFICE OF	800.00	404008	
JOHN E MACEY	2,540.00	404011	
TEXAS ASSN. FOR COURT ADMINISTRATIO	75.00	404043	
UNITED STATES POSTAL SERVICE	225.50	404069	
LEXIS-NEXIS	53.00	404070	
SOUTHEAST TEXAS PSYCHIATRY PA	595.00	404139	
MATUSKA LAW FIRM	1,117.50	404165	
			7,106.00*
279TH DISTRICT COURT			
GAYLYN COOPER	1,050.00	403970	
PHILLIP DOWDEN	1,050.00	403973	
THOMAS J. BURBANK, P.C.	325.00	403978	
UNITED STATES POSTAL SERVICE	.41	404069	
LEXIS-NEXIS	53.00	404070	
			2,478.41*
317TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.48	404069	
LEXIS-NEXIS	53.00	404070	
			53.48*
JUSTICE COURT-PCT 1 PL 1			
KEN DOLLINGER	396.63	403985	
UNITED STATES POSTAL SERVICE	17.44	404069	
			414.07*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	.48	404069	
			.48*
JUSTICE COURT-PCT 4			
AT&T	73.72	404038	
			73.72*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	27.09	404069	
			27.09*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	13.59	404069	
			13.59*
COUNTY COURT AT LAW NO. 2			
KEVIN S. LAINE	250.00	404061	
UNITED STATES POSTAL SERVICE	35.73	404069	
ALEX BILL III	250.00	404135	
TERRENCE ALLISON	250.00	404151	
			785.73*
COUNTY COURT AT LAW NO. 3			
THOMAS J. BURBANK, P.C.	300.00	403978	
NATHAN REYNOLDS, JR.	850.00	404028	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	31.34	404069	
DUSTIN R. GALMOR	500.00	404131	
			1,681.34*
COURT MASTER			
JUDGE LARRY GIST	626.98	403993	
UNITED STATES POSTAL SERVICE	.81	404069	
LEXIS-NEXIS	53.00	404070	
PCM-G	7,665.00	404118	
			8,345.79*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	2.84	404069	
JEFFERSON COUNTY BAR ASSOCIATION	500.00	404149	
			502.84*
SHERIFF'S DEPARTMENT			
JEFFERSON CTY. SHERIFF'S DEPARTMENT	1,075.00	404004	
UNITED STATES POSTAL SERVICE	1,199.11	404069	
THE PRODUCTIVITY CENTER	6,310.00	404072	
NATIONAL ACADEMY FOR PROFESSIONAL	430.00	404080	
THOMSON REUTERS-WEST	1,021.80	404156	
			10,035.91*
CRIME LABORATORY			
ACCUTOX, INC.	677.65	403967	
FISHER SCIENTIFIC	394.82	403992	
OFFICE DEPOT	316.72	404020	
LARRY'S REFRIGERATION	4,372.50	404066	
AFQAM	50.00	404087	
IMADA INC	254.30	404125	
ALL BUSINESS MACHINES INC	294.44	404173	
			6,360.43*
JAIL - NO. 2			
MARK'S PLUMBING PARTS	395.23	403964	
COBURN'S, BEAUMONT BOWIE (1)	312.58	403983	
ECOLAB	399.90	403986	
HERNANDEZ OFFICE SUPPLY, INC.	711.98	403999	
M&D SUPPLY	4.29	404010	
MCNEILL INSURANCE AGENCY	71.00	404013	
MOORE SUPPLY, INC.	47.83	404016	
RALPH'S INDUSTRIAL ELECTRONICS	499.16	404030	
SANITARY SUPPLY, INC.	495.92	404031	
SHERWIN-WILLIAMS	1,749.90	404036	
AT&T	1,346.79	404038	
WESCO DISTRIBUTION, INC.	89.19	404053	
WHOLESALE ELECTRIC SUPPLY CO.	83.55	404055	
WORTH HYDROCHEM	327.00	404056	
LOWE'S HOME CENTERS, INC.	75.98	404077	
LONE STAR UNIFORMS, INC.	2,359.65	404079	
BAKER DISTRIBUTING COMPANY	46.64	404086	
AIRGAS SOUTHWEST	395.85	404112	
FIRETROL PROTECTION SYSTEMS, INC.	342.00	404116	
FIVE STAR CORRECTIONAL SERVICE	16,100.70	404126	
MATERA PAPER COMPANY INC	1,102.84	404155	
			26,957.98*
JUVENILE PROBATION DEPT.			
UNITED STATES POSTAL SERVICE	36.37	404069	
SHANNA CITIZEN	67.28	404082	
			103.65*
JUVENILE DETENTION HOME			
OAK FARM DAIRY	313.65	404060	
FLOWERS FOODS	92.98	404088	
BEN E KEITH FOODS	3,448.81	404089	
CENTERPOINT ENERGY RESOURCES CORP	794.23	404095	
			4,649.67*
CONSTABLE PCT 1			
FRED PRYOR SEMINARS & CAREER TRACK	796.00	404026	
CDW COMPUTER CENTERS, INC.	83.70	404063	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	45.74	404069	
			925.44*
CONSTABLE-PCT 2			
OFFICE DEPOT	14.86	404020	
			14.86*
CONSTABLE-PCT 4			
AT&T	36.86	404038	
			36.86*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	8.93	404069	
CODE BLUE	28.00	404090	
			36.93*
COUNTY MORGUE			
SALAM INTERNATIONAL	3,024.89	404065	
			3,024.89*
AGRICULTURE EXTENSION SVC			
UNITED STATES POSTAL SERVICE	1.22	404069	
			1.22*
HEALTH AND WELFARE NO. 1			
CLAYBAR FUNERAL HOME, INC.	999.00	403981	
AUSTIN CECIL WALKES MD PA	2,932.58	404050	
UNITED STATES POSTAL SERVICE	71.11	404069	
PROCTOR'S MORTUARY INC	1,159.00	404124	
ESSLINE KNOX	23.00	404132	
			5,184.69*
HEALTH AND WELFARE NO. 2			
NSO - NURSES SERVICE ORGANIZATION	218.00	403966	
BROUSSARD'S MORTUARY	1,500.00	403977	
MUNRO'S	15.54	404018	
OFFICE DEPOT	301.29	404020	
TIME WARNER COMMUNICATIONS	78.13	404045	
AUSTIN CECIL WALKES MD PA	2,932.58	404050	
			5,045.54*
CHILD WELFARE UNIT			
J.C. PENNEY'S	396.42	404076	
KEYANA HAILEY PAYEE	20.00	404084	
TYMIR WILSON PAYEE	20.00	404101	
TAYLOR SAVOY PAYEE	20.00	404105	
TYLER SAVOY PAYEE	20.00	404106	
J'LYNN HENDRIX	20.00	404120	
ANDREW REISNER	20.00	404129	
DIAMOND DELFIERRO PAYEE	50.00	404133	
TALON BORDELON	35.00	404134	
KRISTIN SIMONS PAYEE	20.00	404137	
ANTHONY DISOMBA PAYEE	20.00	404140	
CONNOR BELDEN	20.00	404141	
WILLIAM GILBERT	20.00	404142	
ALYJAH HALEY	20.00	404144	
RHONDA PRUDHOMME	20.00	404145	
BETTY PRICE	20.00	404147	
ROBIN FRANK PAYEE	20.00	404148	
ARIANNA HALEY	20.00	404153	
QUINN DIXON PAYEE	20.00	404154	
HUNTER LACROIX	20.00	404157	
MAKAYLEE ANDERSON	20.00	404158	
ABBIE BLANDFORD	50.00	404163	
ASHANTI M MCCRAY	20.00	404166	
FATIMA ZAVALA	20.00	404167	
AAYARRII CEASAR	20.00	404168	
SIERRA M COLLAZO	50.00	404171	
SKYLAR DANIELS PAYEE	20.00	404172	
DONALD ORCHID	20.00	404174	
ZYRA K LANDRY	15.00	404180	
JAVIER ZAVALA FC	50.00	404181	
MAKAYLA HARRISON	35.00	404182	
			1,141.42*
INDIGENT MEDICAL SERVICES			

NAME	AMOUNT	CHECK NO.	TOTAL
KINGS PHARMACY	413.42	403971	
OFFICE DEPOT	845.16	404020	
PRECISION DYNAMICS CORP.	462.77	404025	
KING'S PHARMACY MIDCOUNTY	362.67	404143	
			2,084.02*
MAINTENANCE-BEAUMONT			
CITY OF BEAUMONT - LANDFILL	22.00	403974	
CINTAS, INC.	233.48	403979	
W.W. GRAINGER, INC.	137.62	403994	
RITTER @ HOME	93.28	404029	
RALPH'S INDUSTRIAL ELECTRONICS	8.58	404030	
ACE IMAGEWEAR	337.96	404035	
WORTH HYDROCHEM	250.00	404056	
ACADIAN HARDWOODS, BEAUMONT	130.00	404081	
ULTRA-CHEM, INC.	572.84	404083	
CUSTOM FLOORING - VIDOR	200.00	404102	
SHERWIN-WILLIAMS	137.85	404119	
			2,123.61*
MAINTENANCE-PORT ARTHUR			
FAST SIGNS, INC.	61.02	403991	
NOACK LOCKSMITH	15.75	404019	
PARKER LUMBER	337.44	404127	
			414.21*
MAINTENANCE-MID COUNTY			
OFFICE DEPOT	199.98	404020	
SHERWIN-WILLIAMS	62.85	404036	
LOWE'S HOME CENTERS, INC.	46.61	404077	
CENTERPOINT ENERGY RESOURCES CORP	461.62	404095	
			771.06*
SERVICE CENTER			
GULF COAST SCREW & SUPPLY	71.52	403996	
HIGHTECH SIGNS	24.00	404000	
J.K. CHEVROLET CO.	121.95	404003	
M&D SUPPLY	44.57	404010	
NOACK LOCKSMITH	5.00	404019	
PHILPOTT MOTORS, INC.	14.50	404022	
VIN'S PAINT & BODY, INC.	717.50	404062	
BUMPER TO BUMPER	530.53	404092	
ROBERT'S TEXACO XPRESS LUBE	319.00	404114	
UNIFIRST HOLDINGS INC	44.46	404122	
SILSBEE FORD INC	105.60	404161	
			1,998.63*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	6.51	404069	
			6.51*
			1,320,744.33**
MOSQUITO CONTROL FUND			
MUNRO'S	101.70	404018	
RITTER @ HOME	17.96	404029	
SANITARY SUPPLY, INC.	188.65	404031	
SETZER HARDWARE, INC.	18.16	404034	
SHERWIN-WILLIAMS	15.70	404036	
CENTERPOINT ENERGY RESOURCES CORP	447.64	404095	
HIGHTECH SIGNS	21.94	404104	
TEXAS AGRILIFE EXTENSION SERVICE	55.00	404111	
PARKER LUMBER	92.30	404127	
			959.05**
J.C. FAMILY TREATMENT CT.			
OFFICE DEPOT	142.32	404020	
BEAUMONT OCCUPATIONAL SERVICE, INC.	148.85	404074	
JUDY PAASCH	70.00	404093	
			361.17**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	2,896.00	404156	
			2,896.00**
EMPG GRANT			

NAME	AMOUNT	CHECK NO.	TOTAL
SOUTHEAST TEXAS WATER	39.75	404037	
			39.75**
JUVENILE TJPC-A-2014-123			
HAYS COUNTY	840.00	404057	
BI INCORPORATED	1,774.54	404064	
			2,614.54**
JUVENILE PROB & DET. FUND			
GLEN MILLS SCHOOLS	4,335.66	404015	
HAYS COUNTY	5,075.00	404057	
GRAYSON COUNTY DEPT OF JUVENILE	7,781.00	404175	
			17,191.66**
COMMUNITY SUPERVISION FND			
OFFICE DEPOT	1,763.53	404020	
PAMELA G. STEWART	71.10	404040	
UNITED STATES POSTAL SERVICE	170.83	404069	
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	404110	
HIGGINBOTHAM INSURANCE AGENCY INC	581.00	404176	
			9,551.46**
JEFF. CO. WOMEN'S CENTER			
ALL STAR PLUMBING	121.69	403972	
ECOLAB	82.95	403986	
INTOXIMETERS, INC.	5,519.25	404002	
M&D SUPPLY	69.14	404010	
MARKET BASKET	215.01	404012	
FRED PRYOR SEMINARS & CAREER TRACK	149.00	404027	
SYSCO FOOD SERVICES, INC.	1,965.80	404041	
TOWER COMMUNICATIONS, INC.	60.00	404067	
BEN E KEITH FOODS	739.71	404089	
ATTABOY TERMITE & PEST CONTROL	50.00	404121	
WASTEWATER TRANSPORT SERVICES LLC	248.00	404169	
			9,220.55**
DRUG INTERVENTION COURT			
CORRECTIONAL COUNSELING, INC.	1,920.49	403968	
SOUTHEAST TEXAS COUNCIL ON ALCOHOL	3,300.00	404007	
REDWOOD TOXICOLOGY LABORATORY	176.99	404107	
			5,397.48**
COUNTY RECORDS MANAGEMENT			
UNITED STATES POSTAL SERVICE	.81	404069	
			.81**
CONST. PCT. 6 EDUCATION			
TAC - TEXAS ASSN. OF COUNTIES	230.00	404042	
			230.00**
1957 ROAD BOND FUND			
TIM RICHARDSON	10,500.00	404159	
			10,500.00**
CAPITAL PROJECTS FUND			
THE LABICHE ARCHITECTURAL GROUP	690.00	403975	
			690.00**
KEITH LAKE FISH PASS			
SHIRLEY & SONS CONSTRUCTION CO, INC	712,215.40	404073	
			712,215.40**
AIRPORT FUND			
A&B OUTDOOR EQUIPMENT	22.99	403965	
COBURN'S, BEAUMONT BOWIE (1)	452.68	403983	
MID-COUNTY ALTERNATOR	145.00	404014	
RALPH'S INDUSTRIAL ELECTRONICS	35.50	404030	
SANITARY SUPPLY, INC.	442.43	404031	
TRI-CON, INC.	760.42	404047	
WASTE MGT. GOLDEN TRIANGLE, INC.	243.42	404051	
WHITE TUCKER COMPANY INC	318.66	404054	
UNITED STATES POSTAL SERVICE	2.40	404069	
MODICA BROS. TIRES & WHEELS	509.71	404071	

NAME	AMOUNT	CHECK NO.	TOTAL
LOWE'S HOME CENTERS, INC.	500.43	404077	
AIR SOLUTIONS	2,525.61	404091	
CENTERPOINT ENERGY RESOURCES CORP	3,301.44	404095	
EZ-LINER INDUSTRIES	28.12	404136	
CRAWFORD ELECTRIC SUPPLY COMPANY	1,470.42	404150	
ADVANCE AUTO PARTS	138.75	404152	
EASTERN AVIATION FUELS INC	41,063.98	404170	
SURVIVAL AIR SYSTEMS	642.78	404177	
A-1 MAIDA FENCE COMPANY	304.00	404178	
			52,908.74**
SE TX EMP. BENEFIT POOL			
GROUP ADMINISTRATIVE CONCEPTS INC	99,826.29	404130	
			99,826.29**
WORKER'S COMPENSATION FD			
MCGRIFF, SEIBELS & WILLIAMS OF TX	159,157.90	404085	
TRISTAR RISK MANAGEMENT	5,673.59	404096	
TRISTAR RISK MANAGEMENT	3,900.75	404097	
			168,732.24**
GUARDIANSHIP FEE			
JERRY JOHN BRAGG	200.00	404123	
			200.00**
MARINE DIVISION			
INTERSTATE BATTERIES OF BEAUMONT/PA	692.85	404001	
THE DINGO GROUP-PETE JORGENSON MARI	597.25	404109	
C & I OIL COMPANY INC	10,336.88	404115	
			11,626.98**
ASAP - CONSTABLE PCT 8			
CDW COMPUTER CENTERS, INC.	244.04	404063	
			244.04**
			2,437,614.08***

AGENDA ITEM **February 23, 2015**

Consider and possibly approve an amended Resolution to authorize the Jefferson County Drug Intervention Court to apply for a grant funding from the Office of the Governor, Criminal Justice Division for the period of September 1, 2015 through August 31, 2016. (There is no match funding.)

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 23rd day of February, 2015, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

WHEREAS, illicit drug related crime consumes limited criminal justice resource and is responsible for a large backlog in our criminal courts dockets, prison overcrowding, and is a major contributor to social and economic problems in our communities; and,

WHEREAS, the mission of the Jefferson County Drug Intervention Court is to reduce the number of felony offenders who are recycled through the criminal justice system by breaking the cycle of drugs and crime in Jefferson County, Texas; and,

WHEREAS, the Jefferson County Drug Intervention Court has been operational since April 1993 and has provided judicially supervised substance abuse treatment to over 4,000 offenders; and,

WHEREAS, the Commissioners Court of Jefferson County, Texas, finds it in the best interest of the citizens of Jefferson County, Texas, that the Jefferson County Drug Intervention Court be operated for the period September 1, 2015 through August 31, 2016; and,

WHEREAS, the Commissioners Court of Jefferson County, Texas, agrees to provide applicable matching funds for the said project as required by the Office of the Governor, Criminal Justice Division grant application; and,

WHEREAS, the Commissioners Court of Jefferson County, Texas, agrees that in the event of loss or misuse of the Criminal Justice Division funds, the Commissioners Court of Jefferson County, Texas, assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, the Commissioners Court of Jefferson County, Texas, designates Jeff Branick, County Judge, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson County, Texas, approves submission of the grant application for the Jefferson County Drug Intervention Court to the Office of the Governor, Criminal Justice Division.

Grant Application Number:1604515

Signed this 23rd of February, 2015

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

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 23rd day of February, 2015, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

Resolution Concerning Authority of Jefferson County To Regulate Game Rooms

WHEREAS, Counties do not have the authority to enact ordinances and are only empowered to pass regulations that are legislatively or constitutionally authorized; and

WHEREAS, unregulated game rooms in the unincorporated areas of the County will violate State gambling bans because such rooms generally operate behind locked doors and are not open to public and generate untold amounts of income that is not taxed and operate as a haven for other illegal activities; and

WHEREAS only a few Counties, including Harris County, have been granted legislative authority to regulate illegal game rooms pursuant to amendment of Section 243.132, Texas Local Government Code; and

WHEREAS, it is known that illegal rooms will move across county lines from counties that are regulating them; and

WHEREAS we find that it is in the best interest of and for the protection of Jefferson County citizens that illegal game room activity be strictly regulated and to require such game room operators to secure a permit to conduct business within the unincorporated areas of Jefferson County and that Jefferson County be authorized to fine and/or prosecute violations, both civilly and criminally; and

NOW THEREFORE, be it resolved that the Commissioners' Court of Jefferson County, Texas urges all state elected officials to consider specific legislation to amend Local Government code Section 234 which will extend legislative authority to Jefferson County to regulate game rooms within the unincorporated areas and that such authority will grant Jefferson County impose fines and/or civil and criminal punishments.

SIGNED this 23rd day of February, 2015.

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

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 23rd day of February, 2015, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

WHEREAS, illicit drug related crime consumes limited criminal justice resource and is responsible for a large backlog in our criminal courts dockets, prison overcrowding, and is a major contributor to social and economic problems in our communities; and,

WHEREAS, the mission of the Jefferson County Drug Intervention Court is to reduce the number of felony offenders who are recycled through the criminal justice system by breaking the cycle of drugs and crime in Jefferson County, Texas; and,

WHEREAS, the Jefferson County Drug Intervention Court has been operational since April 1993 and has provided judicially supervised substance abuse treatment to over 4,000 offenders; and,

WHEREAS, the Commissioners Court of Jefferson County, Texas, finds it in the best interest of the citizens of Jefferson County, Texas, that the Jefferson County Drug Intervention Court be operated for the period September 1, 2015 through August 31, 2016; and,

WHEREAS, the Commissioners Court of Jefferson County, Texas, agrees to provide applicable matching funds for the said project as required by the Office of the Governor, Criminal Justice Division grant application; and,

WHEREAS, the Commissioners Court of Jefferson County, Texas, agrees that in the event of loss or misuse of the Criminal Justice Division funds, the Commissioners Court of Jefferson County, Texas, assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, the Commissioners Court of Jefferson County, Texas, designates Jeff Branick, County Judge, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson County, Texas, approves submission of the grant application for the Jefferson County Drug Intervention Court to the Office of the Governor, Criminal Justice Division.

Grant Application Number:1604515

Signed this 23rd of February, 2015

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 **February 23, 2015**

Receive and file E-Verify contract Amendment, Title IV-E Legal Services, Contract # 23939002 and # 23939003 to require County contractors and subcontractors to validate work authorization status of individuals working on State Contracts.

RECEIVED FEB 06 2015

TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES

COMMISSIONER
John J. Specia, Jr.

February 5, 2015

CERTIFIED MAIL

Honorable Jeff Branick
Jefferson County
1149 Pearl Street
Beaumont, Texas 77701

Subject: E-Verify Contract Amendment
Title IV-E Child Welfare Services, Contract #23939002

Dear Judge Branick:

Recently, Governor Perry issued Texas Executive Order RP-80, which directed all State Agencies to require its contractors and subcontractors to use the U.S. Department of Homeland Security's E-Verify system to validate the work authorization status of all individuals working on State Contracts. The unilateral amendment attached to this letter modifies the above referenced Contract to enact this requirement. You can access the E-Verify System at the following location:

http://www.uscis.gov/e-verify

If you have any questions related to the enrollment or use of the E-Verify website, please contact U.S. Citizenship and Immigration Services, which is the division of Homeland Security that maintains the E-Verify system. If you have any other questions, please contact me at 936-569-5335.

No response is required as this unilateral contract amendment does not require your signature.

Sincerely,

Julia Conner
CPS Contract Manager

Texas Dept. of Family and Protective Services

Contract Amendment

January 2014

Contract #23939002 **Amendment #15-1**

This AMENDMENT (Amendment) of contract #23939002 (Agreement or Contract) is entered into by and between the **Texas Department of Family and Protective Services** (DFPS or the Department) and **Jefferson County** (Contractor).

1. Purpose

The Governor of Texas released Executive Order RP-80 on December 3, 2014 requiring all State Contractors and Subcontractors to use the E-Verify system to validate the work authorization status of individuals who perform work under Texas Contracts. Section V(B) of the Agreement stipulates that DFPS may unilaterally amend the Contract to incorporate new or revised federal or state laws, regulations, rules, or policies. A unilateral amendment is an informal amendment signed by the DFPS contract manager and provided to the Contractor. DFPS entered into this contract for **Title IV-E Child Welfare Services** and it has been amended one (1) time. Both DFPS and Contractor agree that the enumerated revision below represents a necessary change that implements mandatory regulations under Texas Law for the effective administration of the Contract.

2. Effect of Amendment on Contract

2.1. Unless otherwise modified, the terms and conditions of the Contract shall remain in full force and effect.

2.2. This Amendment modifies the Contract by adding new Section I(B)(1)(v)(D):

> **U.S. Department of Homeland Security's E-Verify System.** Contractor certifies its use of the U.S. Department of Homeland Security's E-Verify system to validate the eligibility of all staff, subcontractors, or subcontractor's staff to perform work under this Contract within the United States of America. Upon request, Contractor must provide an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for each individual hired to perform work on the Contract. If this certification is falsely made, DFPS reserves the right to take any remedial actions deemed reasonable and necessary by the Department to ensure compliance with the terms and conditions of this Contract, up to and including termination of the Contract at no fault to the state.

The parties to contract #23939002 have duly executed this Amendment to be effective March 1, 2015.

Texas Department of Family and Protective Services

Julia Conner

Signature

Printed Name: Julia Conner
Title: CPS Contract Manager

February 5, 2015

Date

RECEIVED FEB 06 2015

TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES

COMMISSIONER
John J. Specia, Jr.

February 5, 2015

CERTIFIED MAIL

Honorable Jeff Branick
Jefferson County
1149 Pearl Street
Beaumont, Texas 77701

Subject: E-Verify Contract Amendment
Title IV-E Legal Services, Contract #23939003

Dear Judge Branick:

Recently, Governor Perry issued Texas Executive Order RP-80, which directed all State Agencies to require its contractors and subcontractors to use the U.S. Department of Homeland Security's E-Verify system to validate the work authorization status of all individuals working on State Contracts. The unilateral amendment attached to this letter modifies the above referenced Contract to enact this requirement. You can access the E-Verify System at the following location:

http://www.uscis.gov/e-verify

If you have any questions related to the enrollment or use of the E-Verify website, please contact U.S. Citizenship and Immigration Services, which is the division of Homeland Security that maintains the E-Verify system. If you have any other questions, please contact me at 936-569-5335.

No response is required as this unilateral contract amendment does not require your signature.

Sincerely,

Julia Conner
CPS Contract Manager

Texas Dept. of Family and Protective Services

Contract Amendment

January 2014

Contract #23939003 **Amendment #15-1**

This AMENDMENT (Amendment) of contract #23939003 (Agreement or Contract) is entered into by and between the **Texas Department of Family and Protective Services** (DFPS or the Department) and **Jefferson County** (Contractor).

1. Purpose

The Governor of Texas released Executive Order RP-80 on December 3, 2014 requiring all State Contractors and Subcontractors to use the E-Verify system to validate the work authorization status of individuals who perform work under Texas Contracts. Section V(B) of the Agreement stipulates that DFPS may unilaterally amend the Contract to incorporate new or revised federal or state laws, regulations, rules, or policies. A unilateral amendment is an informal amendment signed by the DFPS contract manager and provided to the Contractor. DFPS entered into this contract for **Title IV-E Legal Services** and it has been amended one (1) time. Both DFPS and Contractor agree that the enumerated revision below represents a necessary change that implements mandatory regulations under Texas Law for the effective administration of the Contract.

2. Effect of Amendment on Contract

2.1. Unless otherwise modified, the terms and conditions of the Contract shall remain in full force and effect.

2.2. This Amendment modifies the Contract by adding new Section I(B)(1)(r)(iv):

> **U.S. Department of Homeland Security's E-Verify System.** Contractor certifies its use of the U.S. Department of Homeland Security's E-Verify system to validate the eligibility of all staff, subcontractors, or subcontractor's staff to perform work under this Contract within the United States of America. Upon request, Contractor must provide an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for each individual hired to perform work on the Contract. If this certification is falsely made, DFPS reserves the right to take any remedial actions deemed reasonable and necessary by the Department to ensure compliance with the terms and conditions of this Contract, up to and including termination of the Contract at no fault to the state.

The parties to contract #23939003 have duly executed this Amendment to be effective March 1, 2015.

Texas Department of Family and Protective Services

Julia Conner

Signature

Printed Name: Julia Conner
Title: CPS Contract Manager

February 5, 2015

Date

AGENDA ITEM **February 23, 2015**

Receive and file Order to Adopt the Ex Officio Road Commissioner System for Jefferson County, Texas, pursuant to Chapter 252, Subchapter A, Texas Transportation Code.

AN ORDER ADOPTING EX OFFICIO ROAD COMMISSIONER SYSTEM FOR JEFFERSON COUNTY

WHEREAS. Section 252.001, of the Texas Transportation Code provides that the Commissioners Court may adopt this subchapter by order of the Court; and

WHEREAS, we believe that it is best to now establish that each County Commissioner is the ex officio road commissioners of roads within the precinct of each such Commissioner; and

WHEREAS, each Commissioner shall now execute a bond in the amount of $3,000.00 payable to the County Judge for the use and benefit of the County Road and Bridge Fund and that each Commissioner shall comply with all requirements of Section 252.004, Transportation Code; and

WHEREAS, each ex officio Road Commissioner shall participate with the Commissioners Court to comply with all requirements of Section 252.005 with respect to laying out, working on, draining and repairing County roads, the purchase of vehicles, tools and all that is necessary to improve and construct County roads; and

WHEREAS, Section 252.006, Transportation Code further defines the scope and duties of each ex officio Road Commissioner, the Jefferson County Commissioners Court does hereby adopt those prescribed powers and duties as requirements of office for each Road Commissioner

IT IS THEREFORE ORDERED that each County Commissioner of Jefferson County is hereby designated as the Ex Officio Road Commissioner within his precinct boundaries pursuant to Chapter 252, Subchapter A.

SIGNED this 9TH day of FEBRUARY, 2015.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE ALFRED
Precinct No. 4

AGENDA ITEM **February 23, 2015**

Consider, possibly authorize the County Judge to execute an application for Crime Victim's Clearinghouse/Victims' Assistance Center grant No. 2103207 for funding for 1015-2016 from the Criminal Justice Division of the Governor's Office. (There is no unbudgeted match funding required.)

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 23rd day of February, 2015, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

WHEREAS, the Jefferson County Commissioners' Court finds it in the best interest of the citizens of Jefferson County that the Jefferson County Crime Victims' Clearinghouse/Victims' Assistance Center be operated for the Fiscal Year 2015– 2016; and,

WHEREAS, Jefferson County Commissioners' Court agrees to provide applicable matching funds for the said project as required by the Victims of Crime Act grant application; and,

WHEREAS, Jefferson County Commissioners' Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Jefferson County Commissioners' Court assures that the funds will be returned to the Criminal Justice Division in full; and,

WHEREAS, Jefferson County Commissioners' Court designates the County Judge as the grantee's authorized official: the authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS, does hereby approve submission of the grant application for the Jefferson County Crime Victims' Clearinghouse/Victims' Assistance Center to the Office of the Governor, Criminal Justice Division.

Grant Application Confirmation Number: 2103207

SIGNED this 23rd day of February, 2015.

JUDGE JEFF 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 **February 23, 2015**

Consider and possibly authorize the County Judge to execute an application to the Texas Community Development Block Grant program from the Texas Department of Agriculture for funding to provide first-time sewer service improvements in targeted areas.

Texas Community Development Block Grant Program
Community Development Fund Application
2015 - 2016

JEFFERSON COUNTY

APPLICANT NAME

Jefferson	**SETRPC**
COUNTY	REGION

APPLICATION FOR TxCDBG ASSISTANCE

OMB Approval No.0348-004J

DRAFT

1. TYPE OF SUBMISSION		2. DATE SUBMITTED:	APPLICANT IDENTIFIER:
Application: ☒ Construction ☐ Non-Construction	Pre-application: ☐ Construction ☐ Non-Construction	Feb 27, 2015	
		3. DATE RECEIVED BY STATE:	STATE APPLICATION IDENTIFIER:
		4. DATE REC'D by FEDERAL AGENCY:	FEDERAL IDENTIFIER:

5. APPLICANT INFORMATION:

Legal Name: JEFFERSON COUNTY	Organizational Unit: COUNTY COMMISSIONER'S COURT
Address (City, County, State, and Zip Code) of applicant: JEFFERSON COUNTY PO BOX 4025 1149 PEARL STREET, FOURTH FLOOR BEAUMONT, TEXAS 77704	Name/Title, Agency or Company, Address, Area Code, Telephone and Fax Numbers, and e-mail address of application preparer: VIVIAN BALLOU, GRANT ADMINISTRATOR GRIFFITH, MOSELEY, JOHNSON & ASSOCIATES 2901 TURTLE CREEK DRIVE, SUITE 445 PORT ARTHUR, TEXAS 77642 PHONE: 409-719-7657 EMAIL: VBALLOU@CARLRGRIFFITH.COM
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 74-6000291	6a. DUNS NUMBER: 010807535
7. TYPE OF APPLICANT: ☐ A. Municipal ☒ B. County	8. TYPE OF APPLICATION: ☒ New ☐ Continuation ☐ Revision
9. NAME OF FEDERAL / STATE AGENCY: Texas Department of Agriculture	10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 14-228 Title: Texas Community Development Block Grant Program (TxCDBG)
11. PROJECT TYPE: Rehab: Single-unit Sewer (14A)	11a. TYPE OF APPLICATION: Community Development Fund
12. TARGET AREA(S) AFFECTED BY THE PROJECT: CHEEK PHASE V SHADY LANE	13. APPLICANT'S FISCAL YEAR: Beginning Date: 10/1 Ending Date: 9/30
14. CONGRESSIONAL DISTRICTS:	Representative: 22 Senate: 4 Congress: 2

15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
A. TxCDBG REQUEST:	$275,000.00	☐ Yes the preapplication / application was made available to the State Executive Order 12372 process for review on:
B. FEDERAL:		Date:
C. STATE:		☒ No
D. APPLICANT:		☒ Program is not covered by E.O. 12372 -OR-
E. LOCAL:	$27,500.00	☐ Program has not been selected by the State for review
F. OTHER:		
G. TOTAL:	**$302,500.00**	

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

☐ Yes. If "Yes", attach an explanation. ☒ No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE CERTIFICATIONS AND CITIZEN PARTICIPATION PLAN INCLUDED IN THE PROCEDURES SECTION OF THE TxCDBG PROGRAM APPLICATION GUIDE IF THE ASSISTANCE IS AWARDED.

Typed Name of the Applicant's Authorized Representative:	Title	Telephone Number	E-mail Address
JEFF R. BRANICK	COUNTY JUDGE	+1 (409) 835-8466	JBRANICK@CO.JEFFERSON.TX.US

Signature of the Applicant's Authorized Representative:	Date

Previous Editions Not Usable STANDARD FORM 424 (REV-4-88)

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 23rd day of February, 2015, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

A RESOLUTION OF THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE COMMUNITY DEVELOPMENT FUND; AND AUTHORIZING JEFF R. BRANICK TO ACT AS THE COUNTY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the Commissioners Court of Jefferson County desires to develop a viable urban community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interests of Jefferson County to apply for funding under the Texas Community Development Block Grant Program;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS:

1. That a Texas Community Development Block Grant Program application for the Community Development Fund is hereby authorized to be filed on behalf of the County with the Texas Department of Agriculture.

2. That the County's application be placed in competition for funding under the Community Development Fund.

3. That the application shall be for a maximum $275,000.00 of grant funds to provide first-time sewer service improvements to the targeted communities.

4. That the Commissioners Court directs and designates Jeff R. Branick as the County's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the County's participation in the Texas Community Development Block Grant Program.

5. That it further be stated that Jefferson County is committing up to $27,500 (10%) as in-kind match toward the construction and/or administration activities of this first-time sewer service project.

6. The effective date shall be February 25, 2015.

SIGNED this 23rd day of February, 2015.

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

PROCLAMATION

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 23rd day of February, 2015, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Proclamation was adopted:

Engineers Week

WHEREAS, Engineers use their scientific and technical knowledge and skills in creative and innovative ways to fulfill society's needs; and

WHEREAS, Engineers face the major technological challenges of our time – from rebuilding towns devastated by natural disaster, cleaning up the environment, and assuring safe, clean, and efficient sources of energy, to designing information systems that will speed our country into the future; and

WHEREAS, Engineers are encouraging our young math and science students to realize the practical power of their knowledge; and

WHEREAS, we will look more than ever to engineers and their knowledge and skills to meet the challenges of the twenty-first century; and,

WHEREAS, Engineers Week is February 22-28, 2015 and as part of the week's observance and activities, the Sabine Chapter of the Texas Society of Professional Engineers awards engineering scholarships to local high school seniors to attend Lamar University, and will present the Engineer of the Year and Young Engineer of the Year awards at their Engineers Week Banquet on February 24, 2015;

NOW THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson County, does hereby honor our professional engineers and we proclaim the week of February 22-28, 2015, as "ENGINEERS WEEK" in Jefferson County, and we encourage all citizens to applaud the efforts of our local engineers whose skills are central to our quality of life and our nation's competitiveness.

Signed this 23rd day of February, 2015.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE ALFRED
Precinct No. 4

AGENDA ITEM **February 23, 2015**

Accept, receive and file Certification that the County Judge has completed the requirements of Sections 551.005 (c) and 552.012 (e) of the Government Code concerning training on the Texas Open Meetings Act and Public Information Act.

COUNTY JUDGES & COMMISSIONERS ASSOCIATION OF TEXAS
402 WEST 12TH STREET
AUSTIN, TEXAS 78701
800-733-0699
512-482-0701
512-480-0902 FAX
www.cjcat.org

OFFICERS:

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TERRY A. SIMPSON
Judge, San Patricio County
400 West Sinton Street, # 109
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(361) 364-6118 – Fax

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(432) 498-4101 – Fax

Past President
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Commissioner, Lubbock County
P.O. Box 10536
Lubbock, Texas 79408
(806) 775-1335
(806) 775-7950 – Fax

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ALMA MORENO
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West Texas
LYNN CARTRITE
Commissioner, Moore County

GENERAL COUNSEL:
JAMES P. ALLISON
Allison, Bass & Magee, L.L.P.
402 W. 12th Street
Austin, Texas 78701
1-800-733-0699
(512) 482-0701
(512) 480-0902 – Fax
j.allison@allison-bass.com

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RICHARD CORTESE
Commissioner, Bell County
P. O. Box 768
Belton, Texas 76513
(254) 933-5101
(254) 933-5179 – Fax

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Chairman:
Woodrow W. Gossom, Jr.
Judge, Wichita County
900 7th Street, RM 260
Wichita Falls, Texas 76301
(940) 766-8101
(940) 766-8289 – Fax

February 12, 2015

Honorable Carolyn L. Guidry
Jefferson County Clerk
P.O. Box 1151
Beaumont, Texas 77704

RE: OPEN MEETINGS ACT and PUBLIC INFORMATION ACT CERTIFICATIONS

Dear Ms. Guidry:

On January 13, 2015, Judge Jeff Branick attended the 2015 Lyndon B. Johnson School of Public Affairs Conference for Newly Elected County Judges and Commissioners and completed the requirements of Sections 551.005 and 552.012 of the Government Code concerning training on the Texas Open Meetings Act and the Texas Public Information Act. Enclosed please find a copy of the Open Meetings Act and Public Information Act Certificates of Completion for this elected officer.

Government Code Sections 551.005(c) and 552.012(e) require that the governmental body with which the official serves maintain these Certificates of Course Completion and make them available for public inspection.

Please contact me if you have any questions.

Sincerely,

James P. Allison

JPA/afb
Enclosures

cc: Honorable Jeff Branick
Jefferson County Judge

CERTIFICATE *of* COURSE COMPLETION

Open Meetings Act

I, **Jeff Branick**, certify that I have
completed a course of training on the Texas Open Meetings Act that satisfies the
legal requirements of Government Code, Section 551.005.

Certificate is issued effective this 13th day of January, 2015.

NOTICE TO CERTIFICATE HOLDER: You are responsible for the safekeeping of this document as evidence that you have completed this open government training course. The Office of the Attorney General does not maintain a record of course completion for you and is unable to issue duplicate certificates. Government Code Section 551.005(c) requires the governmental body with which you serve to maintain this Certificate of Course Completion and make it available for public inspection.

Certificate No.: 15-194605M

CERTIFICATE *of* COURSE COMPLETION

Public Information Act

I, **Jeff Branick**, certify that I have
completed a course of training on the Texas Public Information Act that satisfies the
legal requirements of Government Code, Section 552.012.

Certificate is issued effective this 13th day of January, 2015.

NOTICE TO CERTIFICATE HOLDER: You are responsible for the safekeeping of this document as evidence that you have completed this open government training course. The Office of the Attorney General does not maintain a record of course completion for you and is unable to issue duplicate certificates. Government Code Section 552.012(e) requires the governmental body with which you serve to maintain this Certificate of Course Completion and make it available for public inspection.

Certificate No.: 15-194646P

AGENDA ITEM **February 23, 2015**

Consider, possibly approve, authorize the County Judge to execute and receive and file a letter of intent of Jefferson County to partner with The Texas General Land Office to apply for United States Department of Housing and Urban Development National Disaster Resilience (CDBG-NDR) grant funding.

Jeff Branick
County Judge

Jefferson County Courthouse
P.O. Box 4025
Beaumont, TX 77704

Beaumont (409) 835-8466
Pt. Arthur (409) 727-2191 Ext. 8466
Facsimile (409) 839-2311

February 12, 2015

Mr. Shawn M. Strange
Project Manager, Texas Application for the NDRC
Texas General Land Office
P.O. Box 12873
Austin, Texas 78711-2873

Re: Intent to Participate

Dear Mr. Strange,

This letter is to confirm the mutual intent of both the Texas General Land Office, as the applicant for the State of Texas and Jefferson County, Texas, to collaborate and enter into an agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as outlined in the State of Texas CDBG-NDR application.

Jefferson County has administered and is currently administering CDBG Disaster Recovery funding provided for in the Hurricane Ike Disaster Recovery grant program through our COG, Southeast Texas Regional Planning Commission. We are a county of over 252,000 and additional funding is necessary for us to complete our necessary recovery work.

As a unit of local government or an entity working in collaboration with a local government, Jefferson County, Texas will coordinate with the State of Texas to ensure that local needs are met and that local efforts are effective.

It is understood that this letter is only an expression of our intent and is non-binding. A binding sub-recipient agreement detailing the terms and conditions of the proposed sub-recipient relationship must be executed before the use of any CDBG-NDR funds, if awarded.

Sincerely yours,

Jeff R. Branick, County Judge
Jefferson County, Texas

AGENDA ITEM **February 23, 2015**

Consider, possibly authorize the County Judge to execute an application for Violence/Crimes Against Women (VAWA) grant No. 13466-18 for funding from the Criminal Justice Division of the Governor's Office.

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 23rd day of February, 2015, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

BE IT RESOLVED that Jefferson County certifies that the objectives of the Jefferson County Criminal District Attorney's VAWA Grant application for funding for **September 1, 2015** through **August 31, 2016** from the Criminal Justice Division of the Governor's Office have been reviewed and that it is mutually agreed to cooperate to whatever extent is necessary in carrying out the work plan described in the application. Jefferson County will provide for any applicable cash match. In the event of loss or misuse of Criminal Justice Division funds, Jefferson County assures that the funds will be returned to the Criminal Justice division in full.

WHEREAS, the Commissioners' Court of Jefferson County, Texas has authorized the County Judge, Jeff R. Branick, to apply for, accept, reject, alter, or terminate the grant.

NOW THEREFORE, BE IT RESOLVED THAT THE COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS approves submission of the grant application for the Family Violence/Crimes Against Women Unit/Criminal District Attorney to the Office of the Governor, Criminal Justice Division.

Grant No. 1346618

Signed this 23rd of February, 2015.

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 **February 23, 2015**

Consider, possibly approve and authorize the County Judge to execute a grant application from the Office of the Governor for the Juvenile Accountability Incentive Block Grant for the Juvenile Justice and Delinquency Prevention Allocation for FY 2016 in the amount of $ 140,138.00.

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 23rd day of February, 2015, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

WHEREAS, the Jefferson County Commissioners' Court finds it in the best interest of the citizens of Jefferson County that the **Juvenile Justice and Delinquency Prevention Al**location to States Grant be operated for the fiscal year 2016; and in the amount of $140,138 CJD funds with no matching funds requirement; and,

WHEREAS, the Jefferson County Commissioners' Court has authorized the County Judge, Jeff Branick, to apply for, accept, reject, alter, or terminate the grant; and,

WHEREAS, the Jefferson County Commissioners' Court has agreed to provide the minimum matching percentage for the said project as required by the Governor's Office, CJD grant application; and,

WHEREAS, the Jefferson County Commissioners' Court has agreed that in the event of loss or misuse of the Criminal Justice Division funds, Jefferson County Commissioners' Court assure that the funds will be returned to the Criminal Justice Division in full.

NOW THEREFORE, BE IT RESOLVED that Commissioners' Court of Jefferson County, Texas, does hereby approve submission of the grant application for the **Juvenile Accountability Incentive Block Grant to the Office of the Governor, Criminal Justice Division.**

Signed this 23rd of February, 2015.

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 **February 23, 2015**

Accept, receive and file Certification that Michael S. Sinegal, County Commissioner Pct. 3, has successfully completed the continuing education provisions of Article 81.0025 of the Texas Local Government Code.

COUNTY JUDGES & COMMISSIONERS ASSOCIATION OF TEXAS

COMMISSIONERS EDUCATION CERTIFICATE OF COMPLETION

This is to certify that

Michael Sinegal

Jefferson County Commissioner

has successfully completed the continuing education provisions of Article 81.0025 of the Texas Local Government Code

2014

Richard Cortese, Chairman
Commissioners Education Committee

Terry Simpson, President
County Judges and Commissioners
Association of Texas

RECEIVED FEB 11 2015

Joleen E. Fregia
Chief Deputy
E-Mail
joleen@co.jefferson.tx.us

Tim Funchess
County Treasurer
1149 Pearl Street – Basement
Beaumont, Texas 77701

Office (409) 835-8509
Fax (409) 839-2347
E-Mail
tfunchess@co.jefferson.tx.us

February 11, 2015

Judge Jeff R. Branick and
Commissioners Court
Jefferson County Courthouse
Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of January 31, 2015, including interest earnings.

The weighted average yield to maturity on the County's investments is 1.035%. The interest rate on funds invested in an investment account at Wells Fargo is currently .15%.

The 90 day Treasury interest rate on January 31, 2015 was .02% and the interest on your checking accounts for the month of January was .20%

Included in the attached report are the balances for the County's pledged collateral.

This report meets the requirements for investment officers in compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda February 23, 2015, to be received and filed.

Sincerely,

Tim Funchess

Tim Funchess, CCT, CIO
Enclosure

Agenda should read:
Receive and File Investment Schedule for January, 2015,
including the year to date total earnings on County funds.

JEFFERSON COUNTY
MONTH END JANUARY 31, 2015 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	EXP. YIELD	MATURITY Date	CALL DATE	# Days to mat.	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price	ACCRUED FROM PURCHASE/COUPON	Coupon paid TO DATE	BOOK VALUE ACCRUED INT.)
POOLED CASH ACCOUNT																
INVESTMENT ACCT	01-Jan-15	$7,665.99	$7,665.99	100	0.150%	31-Jan-15	NONE	31	31	7580310386	WELLS FARGO	$7,665.99				$7,665.99
CDs and Securities																
FHLMC .85%	30-Dec-13	$2,000,000.00	$2,000,000.00	100	0.850%	30-Dec-16	30-Jun-14	699	1096	3134G4QW1	COASTAL SECURITIES	$2,002,200.00	$100.11	$1,463.89	$17,000.00	$2,003,663.89
FHLMC 1.10%	30-Jun-14	$2,000,000.00	$2,000,000.00	100	1.100%	30-Jun-17	30-Sep-14	881	1096	3134G5AG0	COASTAL SECURITIES	$2,002,800.00	$100.14	$1,894.44	$11,000.00	$2,004,694.44
FHLB .50%	20-Jun-13	$2,000,000.00	$2,000,000.00	100	0.500%	20-Jun-16	20-Dec-13	506	1096	313383ED9	COASTAL SECURITIES	$1,999,600.00	$99.98	$1,138.89	$15,000.00	$2,000,738.89
FHLMC 0.90%	20-Mar-14	$2,000,000.00	$2,000,000.00	100	0.900%	20-Mar-17	20-Jun-14	779	1096	3134G4WH7	WELLS SECURITIES	$2,002,000.00	$100.10	$6,550.00	$9,000.00	$2,008,550.00
FHLMC 1.0%	27-Mar-14	$2,000,000.00	$2,000,000.00	100	1.000%	27-Mar-17	27-Jun-14	786	1096	3134G4XX1	COASTAL SECURITIES	$2,002,200.00	$100.11	$6,888.89	$10,000.00	$2,009,088.89
FHLB 1.12%	25-Aug-14	$2,000,000.00	$2,000,000.00	100	1.120%	25-Aug-17	25-Feb-15	937	1096	3130A2UB0	COASTAL SECURITIES	$2,001,000.00	$100.05	$9,706.67	$0.00	$2,010,706.67
FHLMC 1.0%	10-Apr-14	$2,000,000.00	$2,000,000.00	100	1.000%	10-Apr-17	10-Jul-14	800	1096	3134G4YG7	WELLS SECURITIES	$2,001,600.00	$100.08	$6,166.67	$10,000.00	$2,007,766.67
FHLMC 1.125%	15-Sep-14	$2,000,000.00	$2,000,000.00	100	1.125%	15-Sep-17	15-Mar-15	958	1096	3134G5GR0	COASTAL SECURITIES	$2,002,600.00	$100.13	$8,500.00	$0.00	$2,011,100.00
FHLMC 1.25%	26-Dec-14	$2,000,000.00	$2,000,000.00	100	1.250%	26-Dec-17	26-Mar-15	1060	1096	3134G5SP1	COASTAL SECURITIES	$2,003,000.00	$100.15	$2,430.56	$0.00	$2,005,430.56
FHLMC 1.35%	30-Dec-14	$2,000,000.00	$2,000,000.00	100	1.350%	27-Dec-17	27-Mar-15	1061	1093	3134G5WB7	COASTAL SECURITIES	$2,003,400.00	$100.17	$2,325.00	$0.00	$2,005,725.00
FHLMC 1.15% (NEW)	30-Jan-15	$2,000,000.00	$2,000,000.00	100	1.150%	30-Jan-18	30-Apr-15	1095	1096	3134G6AL7	WELLS SECURITIES	$2,002,000.00	$100.10	$63.89	$0.00	$2,002,063.89
ICD-BMW Bank 1.05%*	20-Jun-14	$248,000.00	$248,000.00	100	1.050%	20-Jun-17	None	871	1096	05580AAK0	WELLS SECURITIES	$248,000.00	$100.00	$306.77	$1,305.57	$248,306.77
ICD-Discover Bk 1.10%*	26-Jun-14	$248,000.00	$248,007.47	100	1.100%	26-Jun-17	None	877	1096	254671X21	WELLS SECURITIES	$248,000.00	$100.00	$276.54	$1,367.74	$248,276.54
ICD-Ally Bank 1.15%*	26-Jun-14	$248,000.00	$248,007.81	100	1.150%	26-Jun-17	None	877	1096	02006LFK4	WELLS SECURITIES	$248,000.00	$100.00	$289.11	$1,429.91	$248,289.11
ICD-Goldman S. 1.15%*	26-Jun-14	$248,000.00	$248,007.81	100	1.150%	26-Jun-17	None	877	1096	38147JK76	WELLS SECURITIES	$248,000.00	$100.00	$289.11	$1,429.91	$248,289.11
* (Investment CD's)														$48,290.43		

		TOTAL PAR	AMT. INVESTED		WEIGHTED AVG. YLD	EQUIVALENT TREAS. RATE		WEIGHTED AVG.	MATURITY		TOTAL MARKET VALUE			TOTAL BOOK VALUE
INVESTMENT ACCT		$7,665.99	$7,665.99								$7,665.99			
CDs and Securities		$22,992,000.00	$22,992,023.09		1.035%	0.585%			869	DAYS	$23,014,400.00			
TOTALS ALL ACCTS:		$22,999,665.99	$22,999,689.08								$23,022,065.99			$23,070,356.42

PLEDGE COLLATERAL REPORT WELLS FARGO
ALL COUNTY FUNDS
AS OF JANUARY 31, 2015

MARKET VALUE OF PLEDGE SECURITIES	$186,491,631.50
BALANCE IN ALL ACCOUNTS:	$129,248,123.99
OVER OR (UNDER) AMOUNT:	$57,243,507.51
	144.29%

COMPLIANCE STATEMENT

This in an unaudited statement made in accordance with provisions of Government Code Title 10 Section 2256.023 The Public Funds Investment Act

The investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.

Tim Funchess

Tim Funchess, Jefferson County Investment Officer

JANUARY 2015, JEFFERSON COUNTY INVESTMENT MATURITIES
MATURED SECURITIES AND INTEREST EARNED

SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	AMOUNT INVESTED	PRICE PAID	EXPECT. YIELD	MATURITY DATE	Coupon Pay DATE	# DAYS INVEST.	CUSIP/C.D. NUMBER	BROKER DEALER	INTEREST EARNINGS	
POOLED CASH ACCOUNT												
INVESTMENT ACCT	01-Jan-15	$7,665.99	$7,665.99		0.150%	31-Jan-15		31	7580310386	WELLS FARGO	$0.88	
												$0.88
CHECKING INTEREST												
POOLED CASH ACCT		JANUARY INTEREST			0.200%					WELLS FARGO	$10,353.98	
OTHER COUNTY ACCTS		JANUARY INTEREST			0.200%					WELLS FARGO	$3,818.20	
TAX LICENSE ACCT		DECEMBER INTEREST			0.188%					WELLS FARGO	$80.55	$14,252.73
TOTAL		$7,665.99	$7,665.99								$14,253.61	$14,253.61

2/9/2015

FISCAL YEAR 2014-2015

YIELD TO MATURITY AND INTEREST EARNINGS

MONTH	90 DAY T. BILL YIELD	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD
OCTOBER	0.01%	$24,494.19	0.184%
NOVEMBER	0.03%	$14,688.14	0.185%
DECEMBER	0.04%	$46,195.44	0.188%
JANUARY	0.02%	$14,253.61	0.200%
FEBRUARY			
MARCH			
APRIL			
MAY			
JUNE			
JULY			
AUGUST			
SEPTEMBER			
ANNUAL TOTALS		**$ 99,631.38**	

AGENDA ITEM **February 23, 2015**

Consider and possibly approve setting a fee of $ 12 to produce passport photos in the District Clerk's office. The District Clerk will begin processing passports as authorized by Government Code Sec. 51.3031. This fee will be in addition to all other processing fees as established by Unites States Code, Title 22, Chapter 4.

B&H PHOTO - VIDEO - PRO AUDIO
The Professional's Source

Government, Education, and Corporate Department
For Pricing Requests, Purchase Orders, and Customer Service:

Phone: 800-947-8003 212-239-7503
Fax: 800-858-5517 212-239-7759
Email: Education: emailbids@bhphoto.com Federal Government: gsa@bhphoto.com
Corporate: corporatesales@bhphoto.com State and Local: biddept@bhphoto.com

420 Ninth Avenue, New York City, NY 10001 • www.bhphotovideo.com

Federal ID#: 13-2768071

Prices Are Valid Until: 02/19/15 **Bid No.:** 527958430

Sold To: **Travis**
Travis County
Pob 1748
Attn: County Auditor
AUSTIN, TX 78767

Ship To:
Travis County
5501 N Airport Blvd.
Suite 204
Attn: Cristina Matei
Attn: Jury Office
AUSTIN, TX 78751

Bill Phone: **(512)854-9596**
Work Phone: **(512)854-9125**
Fax Phone: **(512)854-9125**

(512)854-9596

Date	Customer Code	Terms	Salesperson	Ship Via
02/05/15	2106799	N/A	358	STANDARD

Qty Ord	Item Description	SKU# MFR#	Item Price	Amount
1	**HITI S420 PASSPORT PHOTO PRINTER/REG** ***This Item Has Free Shipping To The Continental USA.***	**HIS420** (88P2046I0A)	219.30	219.30
1	**HITI PHOTO PAPER 50-PACK f/S420/REG** ***This Item Has Free Shipping To The Continental USA.***	**HIPP50** (87P330403B)	16.99	16.99
1	**NIKON COOLPIX L30 DIGITAL CAMERA (RED)/REG**	**NICPL30R** (26438)	79.00	79.00

PLEASE NOTE: ----------

********** B&H SUPERSTORE HOLIDAY SCHEDULE **********
We will be closing on Wednesday March 4th at 5:00pm
We will remain closed on Thursday March 5th
We will re-open on Friday March 6th at 9:00am - 1:00pm
Certain items may be enforced by vendor to sell at the
vendor-imposed price posted at the time of order.

Payment Type - **- Amount**
NO PAYMENT TYPE SELECTED

Sub-Total:	**315.29**
Shipping:	**0.00**
Total:	**315.29**

BNH_quote

Customer Copy

D. PASSPORTS

The United States Department of State, Bureau of Consular Affairs, designates the Clerk of a state court of record as passport acceptance agent. In Texas, this duty is given to District Clerks. This duty is entirely optional with the individual Clerk.

Gov't Code Sec. 51.3031(a)

If the District Clerk does perform this duty, his or her role is to accept the applications, and forward them to the U.S. Passport Agency for actual issuance of a passport. The laws governing passports may be found in United States Code, Title 22, Chapter 4. Clerks accepting passport applications should be familiar with the general rules regarding passport issuance and eligibility.

22 USCA Sec. 211a-218

A District Clerk may also perform all duties necessary to process an application for a United States passport, including taking passport photographs. To recover the costs of taking passport photographs, a District Clerk may collect a reasonable fee in an amount set by the commissioners court. (This is in addition to the fees set out below.)

Gov't Code Sec. 51.3031(b) and (c)

Beginning in the summer of 2008, two different types of passports were implemented. The first was a passport "book" that was basically the same as traditional passports. The second was a passport "card" that served to facilitate entry and expedite document processing at U.S. land and sea ports-of-entry when arriving from Canada, Mexico, the Caribbean and Bermuda. The card may not be used to travel by air. The card otherwise carries the rights and privileges of the U.S. passport book.

In July, 2010, the fees for obtaining passports were increased. Adult passports are issued to individuals who are 16 years of age or older. Adult first time applicants must pay a $110 Application Fee to obtain an Adult Passport Book, a $30 Application Fee to obtain an Adult Passport Card, or a $140 Application Fee to obtain both the Adult Passport Book and Card. In addition, there is a $25 Execution Fee. The fees for adults who are renewing their passport are: $110 Renewal Fee for an Adult Passport Book, $30 Renewal Fee for an Adult Passport Card, and $140 Renewal Fee for an Adult Passport Book and Card. Minor passports are issued to individuals who are less than 16 years of age. The fees for minor applicants are the same whether it is a first time application or a renewal. The fee to obtain a Minor Passport Book is $80, the fee for a Minor Passport Card is $15, and the fee for a Minor Passport Book and Card is $95. In addition, there is a $25 Execution Fee.

The District Clerks, as passport acceptance agents, are authorized to charge the Execution Fee of $25.00 for their services for each application for a passport book or a passport card. Passport processing fees (that is, the execution fee and any fee charged for photographs) collected shall be paid to the county treasurer, or to an official who discharges the duties of the county treasurer, for deposit into the general fund of the county.

Applicants with U.S. Government or military authorization for a no-fee passport may not be not charged any fees except the execution fee.

Special conditions apply to passport applications for children under age 14. Both parents or the legal guardian(s), and the minor child, must appear in person. The parents or guardian(s) must provide proof of the child's U.S. citizenship, evidence of the child's relationship to the parents or guardian(s) and parental identification.

If only one parent appears, he or she must also submit one of the following: second parent's written statement consenting to passport issuance for the child; evidence of sole

authority to apply; or written statement, made under penalty of perjury, explaining the second parent's unavailability.

Passports are to be sent for processing to:

Houston Passport Agency
Mickey Leland Federal Building
1919 Smith Street
4th Floor
Houston, Texas 77002-8049

Dallas Passport Agency
Earle Cabell Federal Building
1100 Commerce, Suite 1120
Dallas, Texas 75242

Further information regarding the issuance of passports may be obtained from the State Department's website: http://www.travel.state.gov/passport/passport_1738.html. The National Passport Information Center has a toll-free number: 877/487-2778 for questions regarding passports. Details regarding passport fees and the fees for optional services may be obtained from the State Department's website: http://www.travel.state.gov/passport/fees/fees_837.html.

E. NAME CHANGE

Name changes incident to divorce are covered in Chapter X, Family Law. The procedures covered here apply to name changes for other reasons. Clerks cannot, of course, give legal advice to people seeking a name change. They should, however, be familiar with the procedures to accurately file and process the petitions.

1. Children

A petition requesting a name change is filed in the county in which the child resides. It can be filed by a parent, managing conservator or guardian. The petition must be verified and include the following:

Family Code Sec. 45.001 Sec. 45.002(a)

- the present name and residence of the child;
- the reason a change of name is requested;
- the full name requested for the child;
- whether the child is subject to the continuing exclusive jurisdiction of a court under Chapter 155, Family Code; and
- whether the child is subject to the registration requirements of Chapter 62, Code of Criminal Procedure.

In addition, if the child is 10 years old or older, his or her written consent to the name change must be attached to the petition.

Family Code Sec. 45.002(b)

Citation is issued and served on a parent whose parental rights have not been terminated, on any managing conservator, and on any guardian of the child. Service is accomplished in the same manner as in any other civil case.

Family Code Sec. 45.003

The court will order the name change if it determines the change is in the best

Family Code Sec. 45.004

Permit No. 04-4-15

Precinct No. 2

NOTICE OF PROPOSED PLACEMENT OF
PUBLIC UTLITY LINE/COMMON CARRIER PIPELINE WITHIN
JEFFERSON COUNTY RIGHT-OF-WAY
(2003 REVISION)

Date 2-12-15

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Gentlemen:

AT+T (Company) does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a utility or common carrier pipeline for the distribution of _____, location of which is fully described as follows:

3 pages of drawings attached.

Construction will begin on or after 3-9, 2015.

It is understood that all work will comply with the requirements of the Utility and Common Carrier Pipeline Policy adopted by Jefferson County Commissioners' Court on _____, and all subsequent revisions thereof to date.

Company AT+T

By Jay Romero

Title Engineer

Address 555 Main Room 208

Beaumont, TX 77701

Telephone (409) 839-6123

Fax No. (409) 839-6904

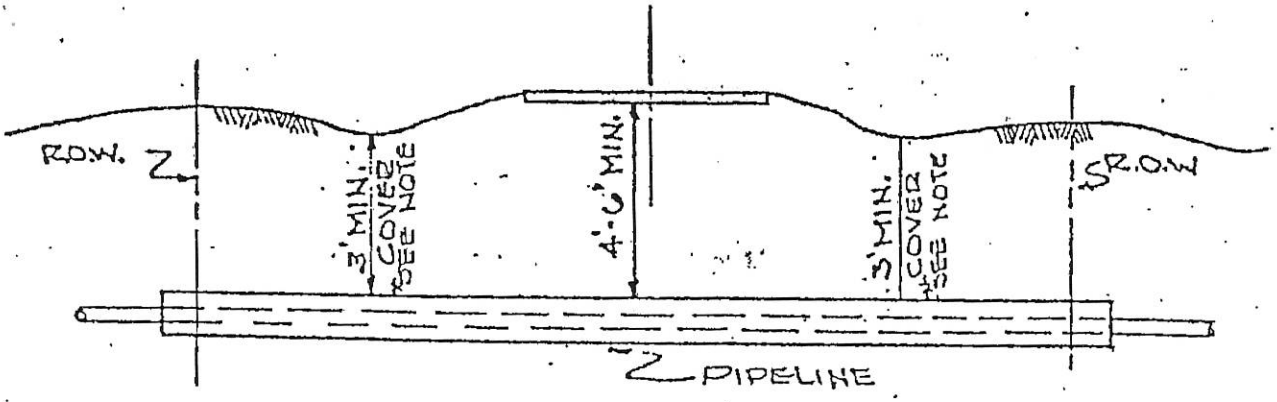
FOR COMMON CARRIER PIPELINE COMPANY ONLY

1. Common Carrier Determination form must be attached to application.
2. Corporation/Person product is to be purchased from/delivered to:

Enclosed, please find the required application fee:

1 road crossing @ $100.00	$ N/A
N/A miles parallel @ $150.00/mile or fraction	$ N/A
TOTAL	$ N/A

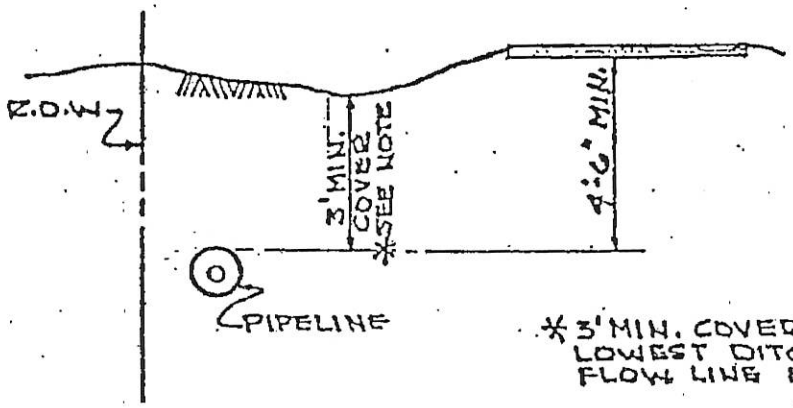
We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be $5,000.00 per crossing and $50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has been furnished such bonds as Jefferson County Commissioners' Court may choose to require.



*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.)		
12-7-79	NO SCALE	[illegible]

ENGINEERING ACTION FORM

The minimum standard bond required is $ N/A

Director of Engineering

02/23/15
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 this Court, and all subsequent revisions. The bond required shall be $ N/A. Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

By _____
County Judge

718

WARNING
HIGH PROFILE
CABLE

1 - The contractor must notify the AT&T Contract Coordinator 48 hours prior to starting work around high profile facilities.

2 - All pre-work by the contractor should be performed before the build authorization meeting (i. e. , potholes, cable exposure, etc.) All pre-work should be excavated to allow the correct identification of facilities. In addition, all lump sum bid projects will have potholes, cable exposure, etc. performed by a vacuum method.

3 - The build authorization meeting should be held on site if possible or via telephone if the onsite meeting is not feasible. This meeting is required between the contractor and the AT&T Contract Coordinator.

4 - If there is any doubt about existing cable facility locations, solicit assistance from AT&T personnel.

5 - The contractor must verify the location of the high profile facilities at the beginning, at each road crossing and at each significant obstacle in the cable path that may have altered the original placement(i. e. sewer manhole, street light signal box, etc.) and minimun of every 300' when excavating 2' 5' of the high profile facility. Attention should be given to the obstacles in the trench payh and the minimun locate verificationwill be every 1000'

6 - No bore should be performed with 10' vertically or horizontally ot the existing high profile cable facilities without prior consltation with AT&T Engineering/Construction personnel.

7 - Existing high profile copper/fiber cables should be exposed on both sides of thoroughfare prior to commencing bore.

8 - The contractor must not mechanically excavate within 2' of either side of a high profile facility.

CONTRACTORS!
THE LOCATIONS OF EXISTING TELEPHONE UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES.
48 HOURS PRIOR TO EXCAVATING
FOR NON-TELEPHONE UTILITIES LOCATES
CALL 1 800 545-6005

--Proprietary--
Not for use or disclosure outside the AT&T companies except under written agreement.

SPECIAL CIRCUITS N
6203 FORWARDED N
PERMIT REQUIRED N

NORTH ARROW

OPERATING RANGE OF JOB STEPS
TASK ____ TO ____
MFRC 845C

TRANSMISSION ZONE
RZ 0 CZ 9 TAPER CODE 441502

CAUTION HIGH VOLTAGE
KV 7.60 AERIAL Y BURIED N

HIGHWAY PERMIT NO.

Utility CO EGSI - ENTERGY GULF STATES, INC.
REP NAME AL HARRINGTON
REP TEL NO. (409) 785-2134
POLE CONTACTS (+) 0 (-) 0

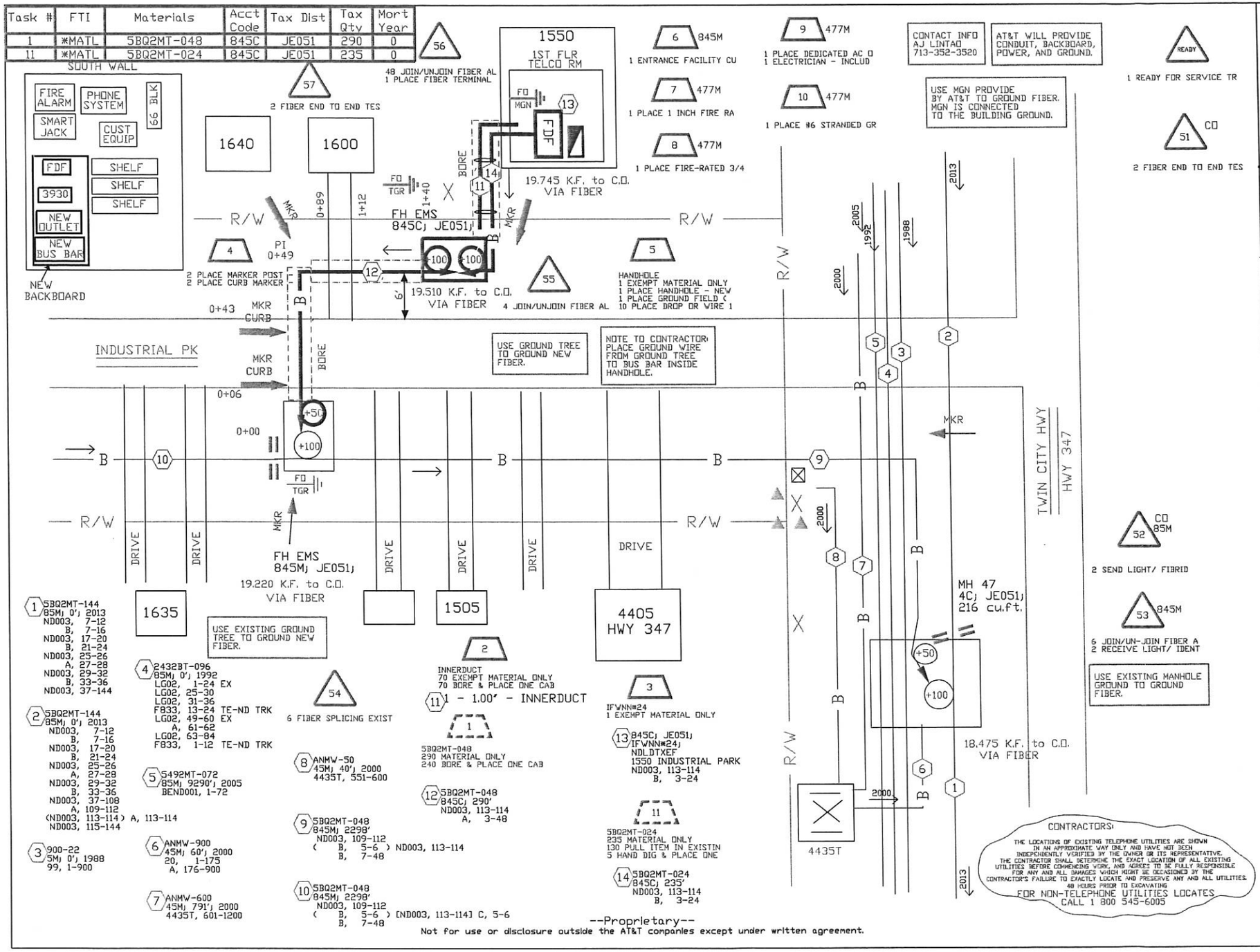
Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

PROJECT NO A0030ZW

TOT.PRINTS 3 PRINT NO. 1
NPA/NNX: 409-722 PRT:409722
EXCH. NEDERLAND
TAX DIST. JE051
GEO LOC. WZ7722
ENGR. DR DRAWN DR
TELEPHONE NO. (409) 839-6123
REC. REF. 397-315-47
MAP REF. 522-E2
SCALE NONE
ISSUE DATE
PROJ TITLE 1550 INDUSTRIAL PARK IPAG F
REV. NUMBER
DATE REV.

Task #	FTI	Materials	Acct Code	Tax Dist	Tax Qty	Mort Year
1	*MATL	5BQ2MT-048	845C	JE051	290	0
11	*MATL	5BQ2MT-024	845C	JE051	235	0



--Proprietary--
Not for use or disclosure outside the AT&T companies except under written agreement.

SPECIAL CIRCUITS N
6203 FORWARDED N
PERMIT REQUIRED Y

NORTH ARROW

OPERATING RANGE OF JOB STEPS
TASK 1 TO 57
MFRC 845C

TRANSMISSION ZONE
RZ 0 CZ 9 TAPER CODE 441502

CAUTION HIGH VOLTAGE
KV 7.60 AERIAL Y BURIED N

HIGHWAY PERMIT NO.

Utility CO EGSI - ENTERGY GULF STATES, INC.
REP NAME AL HARRINGTON
REP TEL NO. (409) 785-2134
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

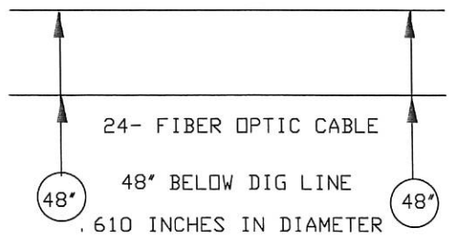
PROJECT NO A0030ZW

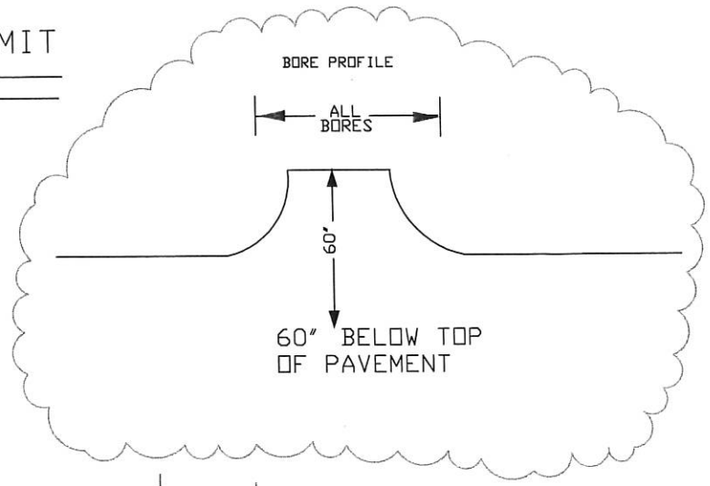
TOT.PRINTS 3 PRINT NO. 2
NPA/NNX: 409-722 PRT: 409722
EXCH. NEDERLAND
TAX DIST. JE051
GEO LOC. WZ7722
ENGR. DR DRAWN DR
TELEPHONE NO. (409) 839-6123
REC. REF. 397-315-47
MAP REF. 522-E2
SCALE NONE
ISSUE DATE
PROJ TITLE 1550 INDUSTRIAL PARK IPAG F
REV. NUMBER
DATE REV.

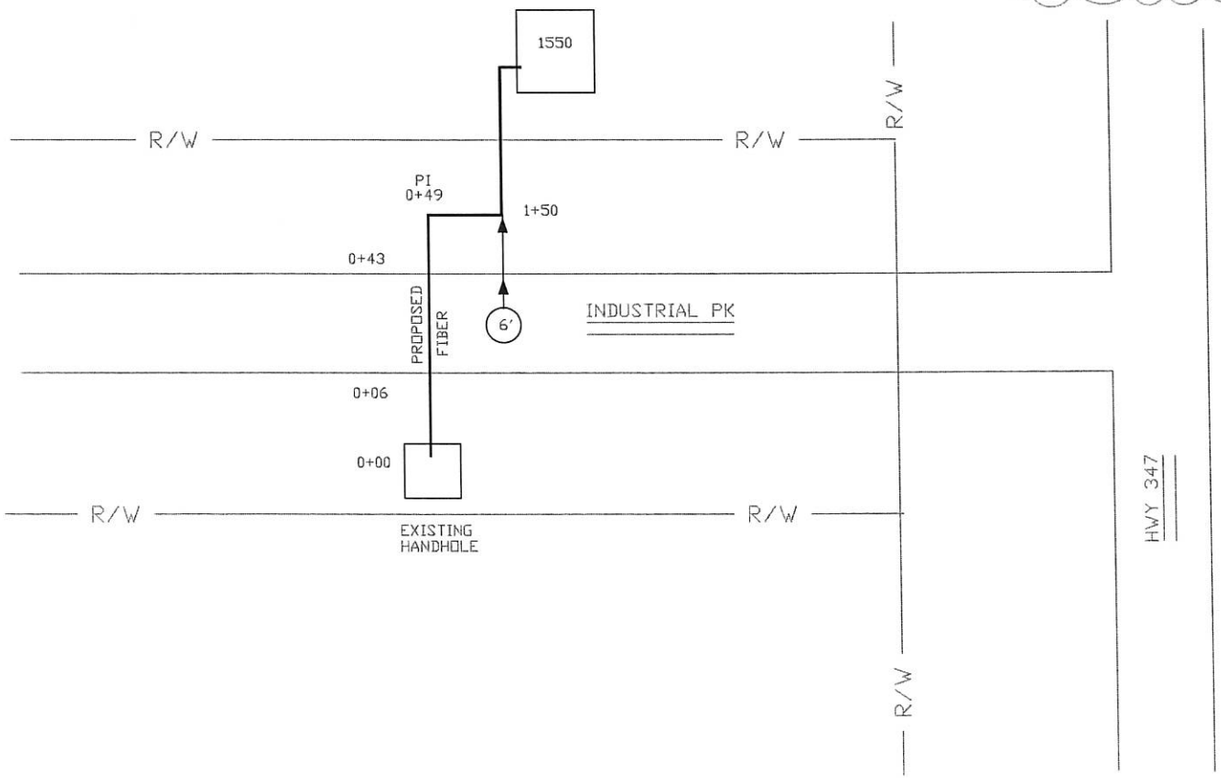
720

JEFFERSON COUNTY PERMIT

PROFILE
GROUND LINE







SPECIAL CIRCUITS N
6203 FORWARDED N
PERMIT REQUIRED Y

NORTH ARROW

OPERATING RANGE OF JOB STEPS
TASK ____ TO ____
MFRC 845C

TRANSMISSION ZONE
RZ 0 CZ 9 TAPER CODE 441502

CAUTION HIGH VOLTAGE
KV 7.60 AERIAL Y BURIED N

HIGHWAY PERMIT NO.

Utility CO EGSI - ENTERGY GULF STATES, INC.
REP NAME AL HARRINGTON
REP TEL NO. (409) 785-2134
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

PROJECT NO A0030ZW

TOT.PRINTS 3 PRINT NO. 101
NPA/NNX: 409-722 PRT:409722
EXCH. NEDERLAND
TAX DIST. JE051
GEO LOC. WZ7722
ENGR. DR DRAWN DR
TELEPHONE NO. (409) 839-6123
REC. REF. 397-315-47
MAP REF. 522-E2
SCALE NONE
ISSUE DATE
PROJ TITLE 1550 INDUSTRIAL PARK IPAG F
REV. NUMBER
DATE REV.

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OUT OF STATE TRAVEL

Consider and possibly approve out of state travel for Engineering Superintendent, Steven Stafford, to attend a class on the National Flood Insurance Program/ Community Rating System in Emmitsburg, MD. This class is being conducted by FEMA. Course dates are April 27-30, 2015.

1. **Is the trip budgeted? If not, how is the trip to be funded?**

   The trip is budgeted out of Engineering's travel funds.

2. **Is the training mandatory or does the training directly impact the employee's assigned job duties?**

   The training is not mandatory, but it does directly impact the employee's assigned duties. The Engineering Superintendent is also the Floodplain Administrator for the County and this training specifically targets floodplain administrators in local governments.

3. **Does the benefit appear to be worth the cost?**

   Yes. FEMA will reimburse the County for the cost of the flight. They will also provide travel to/from the airport and lodging at no expense to the County and there is no registration fee. The only expense is for meals. A 4-day class for this cost is a very good bargain.

4. **Is the training available locally or within Texas at a lower cost?**

   This training is occasionally available within Texas, but not at a lower cost. Travel and lodging would easily add $600 or more to the cost, depending on where it was being held.

JEFFERSON COUNTY
Historical Commission

Theresa Goodness
Chairman
Linda McMahen
Coordinator
Ron Ellington
Past Chairman

Leslie McMahen
Vice-Chairman
Paul Prosperie
Secretary/Treasurer

February 18, 2015

Honorable Judge Jeff Branick
County Judge
Hand Delivered

RE: AGENDA ITEM FOR FEBRUARY 23, 2015

Dear Judge Branick:

Please place the following items on the Court's agenda for Febrary 23, 2015:

a) Consider and possibly approve, receive and file the Jefferson County Historical Commission's Annual Report for 2014.

b) Consider and possibly approve appointments for the Jefferson County Historical Commission for the term 2015 – 2017.

Thank you for you kind assistance in this matter.

Sincerely,

Theresa Goodness
Chair

Jefferson County Historical Commission • 1149 Pearl Street, 3rd Floor • Beaumont, Texas 77701
Office (409) 835-8701• FAX (409) 784-5826 • e-mail: histcomm@co.jefferson.tx.us

2014 CHC Annual Report

WELCOME TO THE 2014 CHC ANNUAL REPORT

Thank you for providing information about your 2014 year of CHC service!

The email message that provided the link to this report also included INSTRUCTIONS and a list of reference material needed to complete the report.

--PLEASE STOP AND READ THESE INSTRUCTIONS before starting your report. This info will drastically reduce the time required to complete this survey, as well as any frustration that may result from minimal preparation.

--You MUST use the same computer throughout the reporting process.

--An asterisk (*) denotes that the question MUST be answered; the report will not move forward until you provide an answer as requested.

--Clicking "Done" on the last page of this report indicates that you have completed your report. If you would like to go back and check your answers, you must do so before hitting "Done."

Contact your CHC Outreach Coordinator, Amy Hammons, if you have questions; call 512/475-2692 or email amy.hammons@thc.state.tx.us.

Thank you for reporting online!

General Information

***1. Please enter the name of your county.**

Jefferson

2. Enter your primary CHC contact below as requested. List a co-chair if one exists; to clarify, we do not consider vice-presidents to be co-Chairs.

Name of 2014 CHC chair	Theresa Goodness
Name of 2014 CHC co-chair (if there are 2 chairs)	
Name of 2015 CHC chair--comment if new chair not selected to date	Theresa Goodness
Name of 2015 CHC co-chair (if there are 2 chairs)	

3. Enter information if you have an official space, room, or building; please DO NOT ENTER a personal address or phone number.

Address of CHC office	1149 Pearl Street - Third Floor, Beaumont, TX 77701
Telephone number of CHC office	409 835 8701

4. We will direct inquiries about reporting answers to the person who fills out this report unless you direct us otherwise. Enter contact information as requested--name, email address, and phone number.

Contact info for person filling out report	Linda McMahen - Jefferson CHC Coordinator
Direct questions about reporting answers to this person rather than the one who filled out the report	Linda McMahen - histcomm@co.jefferson.tx.us 409 835 8701

2014 CHC Annual Report

CHC Volunteer Hours

Please provide hours for your appointees and any other volunteers that may contribute to CHC projects and programs. Be sure to include time spent at meetings, events, and travel to/from meetings and events.

***5. How many volunteer hours were contributed to CHC meetings, projects, and programs in 2014? Please enter numbers only for your answer; do not use symbols or text.**

If you do not keep track of hours, enter an approximate number of hours. Enter the number "0" if your CHC is inactive.

Volunteer hours: 2407

***6. Provide the number of individuals appointed to your CHC in 2014. Please enter numbers only for your answer; do not use symbols or text; a comma is considered a symbol.**

# of CHC appointees: 17

7. Provide any comments/clarifications about the volunteer hours you entered above. Please skip this question if you have no comments/clarifications.

2014 began with 21 Active Members & 12 Emeritus Members. Due to death of 3 members, several resignations due to work & family commitments, & appointment of several new members, we ended 2014 with 17 members. JCHC Bylaws were updated in 2014 to include only active members were required to submit volunteer hours. Our Emeritus Membership now became our Advisory Council.

CHC Meetings and Appointee Participation

***8. Indicate the number of full commission meetings your CHC held in 2014.**

Indicate the number of CHC committee meetings held separate and apart from full commission meetings.

Both questions must be answered using numbers only; do not use symbols or text.

Enter the number "0" in both boxes, if your CHC was inactive in 2014 (i.e., did not provide services to the county,)

CHC full commission meetings in 2014: 6

CHC committee meetings in 2014: 5

2014 CHC Annual Report

9. You must have a majority of appointees present to constitute a QUORUM.

Check the circle next to the percentage that best reflects how often a QUORUM was present for your full commission meetings in 2014.

Clicking a circle places a check the circle; clicking again will uncheck the circle.

- ○ Our CHC did not meet in 2014
- ○ 0% of full commission meetings had a quorum
- ○ 1-25% of full commission meetings had a quorum
- ○ 26-50% of full commission meetings had a quorum
- ○ 51-75% of full commission meetings had a quorum
- ◉ 76-99% of full commission meetings had a quorum
- ○ 100% of full commission meetings had a quorum

CHC Meetings and Appointee Participation (continued)

Open Meetings/Records training is offered by the Texas Attorney General's office on their website. The THC recommends that all appointees take this training so that your CHC adheres to existing laws and policies concerning their appointed position.

10. Check the percentage that best reflects the number of CHC members who have completed Open Meetings/Records training.

- ○ 0% of our CHC appointees have taken Open Meetings training
- ◉ 1-25% of our CHC appointees have taken Open Meetings training
- ○ 26-50% of our CHC appointees have taken Open Meetings training
- ○ 51-75% of our CHC appointees have taken Open Meetings training
- ○ 76-99% of our CHC appointees have taken Open Meetings training
- ○ 100% of our CHC appointees have taken Open Meetings training

CHC Financial Information

Please provide the following information to the best of your ability. This information provides our agency, other CHCs, and county governments with a better understanding of the statewide financial investment in CHCs.

2014 CHC Annual Report

***11. Who/what is the repository for CHC money? Check each answer that applies to your CHC.**

- [x] County treasury
- [ ] Private bank account
- [ ] Nonprofit partner
- [ ] No public or private accounts
- [ ] Not sure how CHC money is accounted for

***12. Enter the amount of money provided to your CHC next to each line item.**

Use numbers for the DOLLAR amount; please round down/up to the nearest dollar when necessary. Do not use symbols or text; commas and decimals are considered to be symbols.

Each box requires an amount; enter the number "0" if no monies are associated with the line item.

Balance carried over from 2013:	0
Annual county allocation for 2014 (not including money for museums):	12850
County money allotted for museums in 2014:	0
Any other money issued by county during 2014 (one-time amount for a special project, etc.):	0
CHC fundraising proceeds (events, book sales, etc.) during 2014:	0
Grant money provided to CHC in 2014:	0
Partner/nonprofit money donations made in 2014:	0
"Membership" dues (though not recommended, some CHCs do request dues):	0
Any other money amounts for 2014 not already included above; do not include CHC appointee out-of-pocket expenses, which will be requested later in the report:	100

13. Provide any comments/clarifications about the above amounts. Please skip this question if you have no comments/clarifications.

$100 for two memorials

2014 CHC Annual Report

14. If your county employs an individual as a CHC liaison or as some other support position, please let us know if their salary comes out of the CHC county allocation or from some other budgetary line item. Also, let us know what responsibilities have been assigned to this individual. This information is frequently requested by CHCs.

Jefferson CHC Coordinator - 32 hours part-time, no benefits except County Retirement. Salary separate budgetary line item. Responsibilities: preparation of yearly budget presented to Commissioners Court, responsible for all monies spent, liaison between County, Texas Historical Commission & Jefferson CHC. In addition to routine office duties, Coordinator included in discussion of restoration/renovation of Courthouse; gives tours; contact with state, regional & local preservation organizations; takes part in all JCHC meetings, Executive Board and Committee Meetings.

CHC Financial Information (continued)

***15. Check each of the IN-KIND DONATIONS that was given to your CHC in 2014 by your COUNTY (county government).**

IN-KIND donations are goods and/or services provided to your organization at no charge.

- [ ] We do not receive in-kind donations from our county. Note: if you check this box, then no other boxes will be checked for this question.
- [x] Meeting and/or office space for CHC
- [x] Space for a CHC-operated museum
- [x] Space for a CHC sponsored exhibit (history, projects, photographs, etc.)
- [x] Space for archive or records storage
- [x] Utilities associated with any spaces mentioned above
- [x] Exterior maintenance or heavy equipment
- [x] Project/event supplies and/or equipment
- [x] Administrative supplies or services--postage, paper, ink, copier, etc.
- [x] Assistance from county staff--posting meetings, financial reports, legal consultations, etc.
- [x] County liaison whose job description involves providing services to CHC
- [x] Professional expertise of county staff (for any subject/need)
- [x] Computer hardware or software
- [x] Internet access
- [x] Web hosting on county website

2014 CHC Annual Report

16. Check each of the IN-KIND DONATIONS that was given to your CHC in 2014 by individuals or organizations (other than your COUNTY). Include in-kind donations made by CHC appointees.

- [x] We do not receive in-kind donations from non-county entities. Note: if you check this box, then no other boxes will be checked for this question.
- [ ] Meeting and/or office space for CHC
- [ ] Space for a CHC-operated museum
- [ ] Space for a CHC sponsored exhibit (history, projects, photographs, etc.)
- [ ] Space for archive or records storage
- [ ] Utilities associated with any spaces mentioned above
- [ ] Exterior maintenance or heavy equipment
- [ ] Project/event supplies and/or equipment
- [ ] Administrative supplies or services--postage, paper, ink, copier, etc.
- [ ] Computer hardware or software
- [ ] Internet access
- [ ] Web hosting on partner website
- [ ] Marketing/graphic design/creative professional services
- [ ] Architectural professional services
- [ ] Preservation consulting professional services
- [ ] Professional services of a historian
- [ ] Professional services of an archeologist
- [ ] Any other professional service or advice

CHC Financial Information (continued)

Please provide estimates to the best of your ability for the following questions. This is an exercise to help CHCs keep in mind these investments that are many times overlooked, so do not feel anxious or spend extra time figuring out an exact number.

2014 CHC Annual Report

17. Considering the IN-KIND answers checked in the previous questions, check the dollar range that best represents the amount of in-kind services and donations provided to your CHC.

- ○ $0
- ○ $1 - $500
- ○ $550 - $1,000
- ○ $1,000 - $2,500
- ○ $2,501 - $5,000
- ○ $5,001 - $10,000
- ○ $10,001 - $25,000
- ◉ $ 25,001 - $50,000
- ○ Over $50,001

18. Check the dollar range that best represents the amount of out-of-pocket expenses incurred by your CHC appointees in 2014.

- ◉ $0
- ○ $1 - $500
- ○ $550 - $1,000
- ○ $1,000 - $2,500
- ○ $2,501 - $5,000
- ○ $5,001 - $10,000
- ○ $10,001 - $25,000
- ○ $ 25,001 - $50,000
- ○ Over $50,001

Planning CHC Projects and Programs

State statutes direct CHCs to align planning efforts with Texas' Statewide Preservation Plan. The following questions address CHC planning and then address work that applies to each Statewide Plan goal.

2014 CHC Annual Report

***19. A work plan defines project tasks, participants, time estimates, and a schedule.**

Check the option that best reflects how often is your CHC work plan updated.

- ○ Our CHC does not have a work plan
- ○ Updated after each CHC meeting
- ○ Updated every 6 months
- ◉ Updated annually
- ○ Updated every 2 years
- ○ Updated every 3 years or more

20. Check each of the parties who participates in your CHC planning process.

- ☐ Our CHC does not have a plan/planning process
- ☑ CHC chair
- ☑ CHC officers
- ☑ CHC appointees
- ☐ County judge
- ☐ County commissioners
- ☐ Other county officials
- ☐ Partner organizations
- ☐ City and/or community officials from your county

Statewide Preservation Plan for Texas--Goal 1: Survey and Online Inventory

Goal 1 of the Statewide Preservation Plan for Texas is to conduct comprehensive surveys of the state's diverse historic and cultural resources resulting in a publicly accessible online database. If your CHC is involved in the work below, you are helping to accomplish this goal.

This type of survey is NOT referencing typical county property surveys. These are cultural and historic resource surveys for above-ground resources, such as residential and commercial buildings, bridges, etc. They provide information on significance as well as physical condition of the collection of individual resources within a given area.

For the purposes of this report, please distinguish survey work from general inventories that provide basic listings and locations of resources.

2014 CHC Annual Report

***21. Check the statement that best reflects your county's involvement with survey work.**

Please reread the survey description above to ensure that you are providing an accurate answer.

- ○ I am not sure if our county has a historic resources survey
- ◉ No survey and CHC does not keep inventories of historic properties
- ○ No survey but CHC keeps inventories of county historic properties
- ○ Have survey but it has not been updated in the last 10 years
- ○ CHC volunteers work on survey forms for county historic resources
- ○ CHC volunteers along with professional consultants survey county historic resources
- ○ CHCs hired/arranged for professional consultants to survey county historic resources
- ○ CHCs maintained/updated existing volunteer-generated survey of all county historic resources
- ○ CHCs maintained/updated existing volunteer+professionally-generated survey of all county historic resources
- ○ CHCs maintained/updated existing professional survey of all county historic resources

22. If you have a historic and cultural resources survey, check the formats that apply to your survey.

- ☐ Paper copy
- ☐ Electronic format in Word or similar type of software
- ☐ Electronic format in Excel or similar type of spreadsheet software
- ☐ Electronic format in database software (Microsoft Access, Filemaker, etc.)
- ☐ Survey information available online

Goal 1: Survey and Online Inventory (continued)

Whatever your method of survey or inventory, the primary goal is to identify the breadth of your historic resources and the urgency of need applied to the physical condition of each property. Maintaining the lists below will help your CHC prioritize work and illustrate need to your county and the public.

23. Check the box if your CHC keeps track of the specified information.

- ☐ A list of ENDANGERED cultural and historic resources in your county
- ☐ A list of cultural and historic resources DEMOLISHED in 2014

2014 CHC Annual Report

24. Enter your county name and the names and locations of the endangered resources in your county—properties under threat of demolition, that are structurally unstable, that are in areas of encroachment, etc. Please skip this question if your CHC does not keep this information.

N/A

25. Enter your county name and the names and locations of the cultural and historic resources demolished in your county in 2014. Skip this question if your CHC doesn't keep this information.

N/A

Goal 1: Survey and Online Inventory (continued)

Maintaining inventories of historic resources promotes stewardship within your county. Inventories should be used to track the physical condition of properties and promote the needs of historic resources to county officials, property owners, and the public.

2014 CHC Annual Report

26. Check the work items in which your CHC was actively involved during 2014.

- [x] Reviewed applications for historical MARKERS
- [x] Maintain an inventory of subject MARKERS in your county
- [x] Periodically assess the condition of subject MARKERS in your county
- [ ] Cleaned or repaired MARKERS
- [x] Provided an inventory of subject MARKERS for public use (brochure, website posting, etc.)
- [x] Maintain an inventory of properties that are DESIGNATED by Texas or the Secretary of the Interior as historic (i.e., National Register, Historic Texas Cemetery, Recorded Texas Historic Landmark, or State Archeological Landmark)
- [x] Periodically assess the condition of properties DESIGNATED by Texas or the Secretary of the Interior as historic
- [x] Provided an inventory of properties that are DESIGNATED as historic for public use (brochure, website posting, etc.)
- [ ] Maintain an inventory of CEMETERIES in your county
- [x] Periodically assess the condition of CEMETERIES in your county
- [ ] Cleaned or repaired objects in CEMETERIES
- [ ] Provided an inventory of CEMETERIES for public use (brochure, website posting, etc.)
- [ ] Maintain an inventory of CEMETERY ORGANIZATIONS in your county
- [ ] Compared THC's current inventory of ROSENWALD schools with your county inventory

Statewide Preservation Plan for Texas--Goal 2: Emphasize Cultural Landscape...

Goal 2 encourages Texans to emphasize the identification, protection, and interpretation of cultural landscapes. By considering the larger environment in which our buildings, bridges, cemeteries, farms, and ranches belong, we gain a broader understanding of what is required to preserve the story of a place.

27. Check the box next to each work item in which your CHC was actively involved during 2014.

- [ ] Identified and/or researched areas of development within your county that could impact cultural and historic resources
- [ ] Identified and/or researched historic highways, roads, and trails in your county
- [ ] Identified and/or researched historic farms and ranches in your county
- [ ] Identified and/or researched historic bridges and/or bridge types in your county
- [ ] Identified and/or researched waterways, dams, irrigation districts, etc. in your county
- [ ] Identified and/or researched parks and/or open spaces

Other work involving countywide cultural landscape themes:

N/A

2014 CHC Annual Report

28. Check the box next to each work item in which your CHC was actively involved during 2014.

- [ ] Participated in work that altered your historic county courthouse square
- [ ] Researched or pursued repair for a historic school complex/campus
- [ ] Researched or pursued repair for a public plaza
- [ ] Participated in activities associated with El Camino Real de las Tejas National Historic Trail Association

Other work involving specific cultural landscapes:

N/A

29. Provide a list of the different landscapes that were involved in your 2014 body of work.

A sample response to this request would be if Kaufman CHC noted that they pursued funding to maintain and promote interpretation of the Kaufman County Poor Farm.

N/A

Statewide Preservation Plan for Texas--Goal 3: Implement Policies and Incen...

Goal 3 is pursued when cities, counties, state agencies, federal agencies, and/or tribes implement preservation policies and incentives to effectively protect historic and cultural assets. CHCs can influence these policy decisions and may have a role in the review process applied to these incentives.

30. How familiar is your CHC with the following topics?

	Not	Minimally	Somewhat	Very
The role a CHC can have in a federal Section 106 review	○	◉	○	○
The Secretary of the Interior's Standards for the Treatment of Historic Properties	○	◉	○	○
The Certified Local Government Program	○	○	◉	○
THC's review authority over publicly-owned historic property	○	◉	○	○

2014 CHC Annual Report

31. Check the box next to each of the comments that apply to your CHC's 2014 body of work.

- [x] CHC participated in community planning activities to ensure historic and cultural resources were considered when development or zoning is discussed by city officials
- [ ] CHC uses the Secretary of the Interior's Standards for the Treatment of Historic Properties to determine appropriate repair and new construction when reviewing and making recommendations for exemptions or incentives
- [ ] CHC participated as a consulting party in a federal Section 106 undertaking review

Tell us more about your CHC's involvement in the areas checked above. Skip commenting if no boxes are checked.

One Jefferson CHC member serves on the Beaumont Historic Landmark Commission and one Jefferson CHC member serves on the Port Arthur Historic Landmark Commission.

Statewide Preservation Plan for Texas--Goal 3: Implement Policies and Incen...

32. Check the box if the statement applies to your CHC.

- [ ] County offers historic tax exemptions/incentives for qualified properties
- [ ] CHC has a role in reviewing and/or making recommendations for COUNTY historic site tax exemptions/incentives

If your CHC has a role, please enter the name of your county and explain the extent of your review authority for COUNTY historic tax exemptions or incentives.

N/A

Statewide Preservation Plan for Texas--Goal 4: Leverage Economic Developmen...

CHCs contribute to Goal 4 if they are involved in activities in which counties and/or communities leverage preservation-based and traditional economic development tools to revitalize historic areas. CHCs may have a very active role in the process or influence community decision makers to take advantage of these tools.

2014 CHC Annual Report

33. Check the box for each work item in which your CHC was actively involved in 2014.

- [x] Promoted historic and cultural sites to develop and sustain heritage tourism initiatives
- [x] Supported Main Street Program activities in a community within your county
- [ ] Secured private grant money to fund or partially fund a CHC project
- [ ] Secured Certified Local Government grants for CHC projects/training
- [ ] Secured other state or federal money to fund/partially fund a CHC project
- [ ] Used inventories of surveyed properties to promote rehabilitation through grants and/or tax incentive programs
- [ ] Involved in local economic development plans/projects/organizations
- [ ] Used hotel/motel tax revenue to fund preservation projects

Tell us a bit more about your CHC's involvement in the areas you have checked above.

We are very active in the Dick Dowling Days Celebration at the Sabine Pass Battleground Park. Even though there was no celebration in 2014 (due to the large event held the previous year), planning was begun in 2014 for the September 2015 celebration.

The Jefferson CHC actively supports Beaumont Main Street. One of the JCHC members is the Director of Beaumont Main Street and keeps us up-to-date on the programs actively going on and also those in the planning phase.

34. List the public entities or private organizations that have provided grants or funding opportunities for your preservation projects. Skip this question if it does not apply to your CHC.

N/A

Statewide Preservation Plan for Texas--Goal 5: Learn and Experience History...

Your CHC contributes to Goal 5 when you provide events/activities that enable people to learn and experience the state's diverse history through formal education, recreation, and everyday interactions with historic places.

2014 CHC Annual Report

35. Check the box for each work item in which your CHC was actively involved in 2014.

- [x] Provided educational events/presentations/information on historic preservation and local history to audiences outside your CHC
- [x] Provided educational events/presentations/information on historic preservation and local history geared toward youth/schools
- [ ] Initiated projects to diversify interpretation of historic and cultural resources
- [x] Participated in a regional preservation or tourism event (Texas Archeology Month event, Preservation Month event, history conference, cultural heritage festival, etc.)
- [ ] Coordinated a regional preservation or tourism event
- [ ] Supported activities sponsored by one or more of the Texas Heritage Trails regions
- [x] Provided tours of a HISTORIC COURTHOUSE in your county
- [ ] Provided tours of other historic buildings and/or sites within the county
- [x] CHC appointees volunteered at a historic site that is open to the public at large
- [ ] CHC managed a historic site that is open to the public at large

36. List events in which your CHC was involved that are associated with boxes checked above. Provide details for selected activities in the Project Description section at the end of this report.

Exhibits in Jefferson CHC Mini-Museum

Historical marker information provided to Lamar College - Port Arthur History Class

Attended and participated in two regional meetings, one history conference

Tours of Courthouse

Members volunteer at McFaddin-Ward House, Chambers House, French Trading Post

Statewide Preservation Plan for Texas--Goal 6: Connect Preservation to Rela...

CHCs contribute to Goal 6 when they make efforts to connect and integrate preservation into related fields and activities; these efforts build a stronger and more diverse preservation community. Related fields include, but are not limited to, archeology, anthropology, geography, architecture, environmental conservation, planning, economic development, tourism, education, museums, and genealogy.

2014 CHC Annual Report

37. Partnering is more than just attending meetings of other organizations. Effective partnerships build a stronger and more diverse preservation community.

Check each of the individuals and organizations with which your CHC partnered during 2014.

- [x] County officials
- [x] City officials
- [ ] Local law enforcement
- [x] Landmark commissions or local historic design/review boards
- [ ] Local businesses
- [x] Educational institutions (school districts, community colleges, universities)
- [ ] Libraries
- [x] Museums
- [ ] Cemetery organizations
- [ ] Archeology organizations
- [x] Texas Archeology Stewardship Network (work with the stewards)
- [x] Main Street managers and/or board members
- [ ] Texas Heritage Trails Program
- [x] Tourism organizations / visitors bureau / chambers of commerce / downtown business association
- [ ] Other nonprofit organizations not already listed above (societies, associations, etc.)
- [ ] We don't partner with any organizations

Goal 6: Connect Preservation to Related Fields (continued)

38. Check the boxes that reflect your CHC's role with museums.

- [ ] CHC appointees volunteer with museum/s
- [ ] CHC operates a museum
- [x] CHC operates more than one museum
- [ ] CHC operates a museum that adheres to professional standards in the care, collection, management, and interpretation of artifacts
- [ ] CHC appointees sit on board of a county museum
- [x] CHC is considered to be the board of the county museum
- [ ] Our CHC has no role with museums

2014 CHC Annual Report

39. Enter your county name and provide the name and location for each of the museums your CHC operates. Please skip this question if your CHC does not operate museums.

Jefferson County Mini-Museum, 1149 Pearl Street - First Floor - Beaumont, TX 77701

South Jefferson County Sub-Courthouse, 525 Lakeshore Drive, Port Arthur, TX 77640

40. When considering your overall workload, check the range that applies to your CHC.

- ○ 0% of CHC time spent on museum related work
- ◉ 1-25% of CHC time spent on museum related work
- ○ 26-50% of CHC time spent on museum related work
- ○ 51-75% of CHC time spent on museum related work
- ○ 76-90% of CHC time spent on museum related work
- ○ 91-100% of CHC time spent on museum related work

Statewide Preservation Plan for Texas--Goal 7: Cultivate Political Commitme...

CHCs contribute to Goal 7 when they make an effort to cultivate political commitment for historic preservation on a local, regional, state, or national level. Reporting CHC accomplishments to political officials and inviting those officials to your CHC activities cultivates commitment to your work and to preservation in general.

41. Check each way your CHC officially reported 2014 activities to your county officials.

- ☑ Presented summary of 2014 accomplishments to county commissioners court in late 2014/early 2015
- ☐ Presented to county commissioners court about a particular project/s
- ☑ Attended county commissioners court regularly
- ☑ Met with the county judge
- ☑ Met with county commissioners
- ☐ Submitted CHC meeting minutes
- ☑ Submitted a CHC budget
- ☐ Submitted CHC treasury reports
- Submitted CHC bylaws
- ☑ Provided suggested CHC appointments

Goal 7: Cultivate Political Commitment (continued)

2014 CHC Annual Report

42. Check the elected officials that your CHC regularly invited to events and activities in 2014.

- [ ] County judge
- [ ] County commissioners
- [ ] Mayor/s of cities in your county
- [ ] City council members from cities within your county
- [ ] School board members
- [ ] Law enforcement officials
- [ ] State legislators
- [ ] U.S. legislators
- [x] We do not regularly invite elected officials to our events

43. Please enter your county name and the names of elected officials who attended one or more of your CHC events in 2014. Skip this question if no elected officials attended your events.

Jefferson County had no scheduled events during 2014 therefore no elected officials were invited.

Goal 7: Cultivate Political Commitment (continued)

2014 CHC Annual Report

44. Check the activities and communications undertaken by your CHC in 2014 in support of Texas history and preservation.

- [ ] Attended "county day" events at the Capitol for your county
- [x] Issued information to the public at large--newsletters, email, press releases, etc.
- [ ] Submitted articles and/or letters to media outlets
- [ ] Invited key decision-makers to celebratory preservation events
- [ ] Worked with preservation nonprofits who advocate for specific projects
- [x] Worked with preservation nonprofits who advocate for preservation in general
- [ ] Made telephone calls to state legislators
- [ ] Made telephone calls to federal legislators
- [ ] Wrote letters/email to state legislators
- [ ] Wrote letters/email to federal legislators
- [ ] Had face-to-face discussions with state legislators
- [ ] Had face-to-face discussions with federal legislators
- [ ] Provided public testimony at legislative hearings as to the benefits of preservation
- [ ] Attended Preservation Day at the Capitol in Austin

Statewide Preservation Plan for Texas--Goal 8: Build Capacity of Preservati...

This last Statewide Plan goal encourages existing preservation groups to develop their organizational capacity to strengthen and expand their preservation skills. CHCs work toward this goal by seeking continuing education and improving their projects and the services they provide.

45. Check all of the ways in which your CHC tried to build up appointees in 2014.

- [x] Initiated projects to diversify CHC membership
- [ ] Provided educational presentations for your CHC appointees
- [ ] Used the THC website information to educate appointees
- [ ] Used the CHC Handbook to educate appointees
- [ ] Hosted a THC-affiliated workshop in 2014
- [x] Met regionally with other CHCs to share experiences and efforts
- [ ] Organized a CHC regional meeting for the purposes of sharing CHC experiences and efforts

2014 CHC Annual Report

46. If you organized a CHC regional meeting in 2014, please indicate:
-- the counties that participated (including your county);
-- topics or themes discussed; and
-- how many times you have met formally as a group over the years.

Please skip if the question does not apply to your CHC.

N/A

47. List workshops that your CHC hosted in 2014, including information on the educational topic.

Please skip if the question does not apply to your CHC.

N/A

Goal 8: Build Capacity of Preservation Community (continued)

2014 CHC Annual Report

48. Reflecting 2014 activity, enter the number of CHC appointees that attended the training or a training offered by the organization listed. Please use numbers only; do not use text or symbols.

THC regional workshop	
THC marker workshop	
THC cemetery workshop	
THC oral history workshop	
THC Archeology Steward workshop/training	
THC/Friends of the THC grant writing workshop	
THC/Texas Archeology Month event	1
THC/Texas Association of Museums (TAM)	
Texas Heritage Trails Program	
Texas Main Street Program	4
Texas Association of Museums (other than THC partnered training listed above)	
Texas Archeological Society (TAS)	
Texas State Historical Association (TSHA)	
American Association for State and Local History (AASLH)	
National Trust for Historic Preservation conference	
Preservation Texas (PT) event	
Preserve America workshop	
Local/regional historical association educational opportunity	8
Any other history-related opportunity that was offered locally/regionally	1

Goal 8: Build Capacity of Preservation Community (continued)

49. Rank the degree to which select THC services have helped your CHC expand their programming.

	Didn't notice service was offered	Noticed but didn't take advantage of service	Did not help us	Helped a little	Helped a lot
CHC listserv weekly messages	○	◉	○	○	○
General THC website information	○	○	○	○	◉
THC website information specific to CHCs	○	○	○	○	◉
Historical marker webinars	○	◉	○	○	○

2014 CHC Annual Report

50. Share your thoughts on THC services that have helped your CHC.

Jefferson CHC has always found that THC is just a phone call or email away. During 2014, we found that THC services helped us on questions of a general nature, as well as on more specific topics such as clearing of an abandon cemetery to be used for County Burial, National Register of Historic Places issues, and questions concerning a proposed historical marker location in Sabine Pass honoring a lighthouse located across the river in Louisiana that was very important to the Confederates during the Civil War.

51. Check the ways in which your CHC made concerted efforts in 2014 to improve work relative to previous years.

- [x] CHC planning
- [x] Bylaws
- [x] Membership and attendance
- [ ] Preservation education for appointees
- [ ] Partnerships
- [ ] Community outreach to adults
- [ ] Community outreach to young people
- [x] Presence of CHC and/or county history on Internet
- [x] Relationship with county commissioners court
- [x] Initiated a new CHC project
- [x] Improved an ongoing effort
- [ ] Our CHC was not active this year

Project Description #1 (of 3) for CHC work from 2014

Those interested in a Distinguished Service Award MUST provide 3 different descriptions that include the requested information.

You may type your descriptions in Microsoft Word or another word processing program (that enables editing) and then paste the final description into this report.

Each description should be 4 to 12 sentences in length. Please use complete sentences. The THC uses completed descriptions to promote CHC work.

2014 CHC Annual Report

52. Project Description #1---Expand upon your answers to question 51 about improving your CHC during the 2014 year of service.

Describe the efforts made to improve an aspect of your CHC. Include the following:
-- your county name;
-- the specific area of improvement;
-- why the improvement effort was made;
-- what actions were taken to make improvements; and
-- the results of those actions.

Successful efforts are preferred but your efforts may not have immediate or fruitful results. Regardless of degree of success, use this answer to document your ability to evaluate CHC work, explore ways to be more effective, and learn from the results.

If you were not able to make improvements in 2014, document your challenges and what improvements you'd make if you had the time, manpower, or money required.

For several years, the Jefferson County Historical Commission has talked about the need to update the form, function, and content of its website. Our goal was to have a website that would not only include information about the Jefferson CHC but also detailed history of important times and events of the County.

Much of 2014 was spent collecting Commission meeting minutes, newsletters, updating our library and map inventories, getting permission to scan indexes of the "Yellowed Pages Magazine" (which contains a wealth of local and regional history), and scanning detailed cemetery books written by a deceased Commission member. Information collected for the website also included research for historical marker applications, little known research of county records detailing information on the Jefferson County Courthouse and Sub-Courthouse, information on oil discovery at Spindletop Hill, ranching, railroads, shipping, timber and agriculture.

Members of the Jefferson CHC provided information in areas of their expertise and researched areas in which little or no information had been accumulated.

This task is far from complete but will be a continuing project for the Commission. By the end of 2014, information was beginning to be provided to the County webmaster who is now in the first phase of getting the information on the website for use by the public.

Project Description #2 (of 3) for CHC work from 2014

Those interested in a Distinguished Service Award MUST provide 3 different descriptions that include the requested information.

As noted in the instructions, you may type your descriptions in Microsoft Word or another word processing program (that enables editing) and then paste the final description into this report.

Each description should be 4 to 12 sentences in length. Please use complete sentences. The THC uses completed descriptions to promote CHC work.

2014 CHC Annual Report

53. Project Description #2---Expand upon your CHC's contribution to heritage tourism efforts in your region. Refer to question 35 for heritage tourism examples.

Highlight your most effective heritage tourism effort in 2014:

-- your county name;

-- describe event and your role in it;

-- partners and community involvement in planning and/or implementation; and

-- impact of the event (attendance, participation, profit, etc.)

The Jefferson County Historical Commission (JCHC) is located in the County Courthouse. Completed in 1931, the Courthouse is widely known for its Art Deco design. With outside restoration work completed in recent years, new "secrets" and a forgotten staircase were re-discovered.

It is not unusual to have persons from out-of-town, those serving on jury duty or at the Courthouse on County business to drop by and inquire about the history of the Courthouse. Some visitors will have a specific request for information (some researched and later shared by JCHC members). At times, information is requested about donating personal information or items from special times and events of Jefferson County.

The JCHC is known for giving spur-of-the-moment walk-throughs. It is also not unusual to receive inquires from out-of-town groups or lawyers for help in finding a conference room to hold small hearings or meetings.

With the day-to-day contact with the public, the JCHC is able to share and educate the public on this important tourism resource.

Project Description #3 (of 3) for CHC work from 2014

Those interested in a Distinguished Service Award MUST provide 3 different descriptions that include the requested information.

As noted in the instructions, you may type your descriptions in Microsoft Word or another word processing program (that enables editing) and then paste the final description into this report.

Each description should be 4 to 12 sentences in length. Please use complete sentences. The THC uses completed descriptions to promote CHC work.

2014 CHC Annual Report

54. Project Description #3---Share a project, effort, or service that shows the best of how your CHC interacts with the public. Please include your county name in the answer.

Project, effort, or service must adhere to the following requirements:

-- its primary association is with history/preservation;

-- it has broad CHC appointee support (rather than the participation of only 1 or 2 people); and

-- is an ongoing effort or one that was completed in 2014.

Several changes in the Jefferson County Historical Commission's (JCHC) membership took place in 2014. With the death of three long-standing members, several resignations due to job and family commitments, along with the addition of several new members, the areas of historical interest changed. While the JCHC will continue its support of routine areas of historical interest, the new members bring new areas of interest. One new member brought the love of cemetery history and health regulations, one member brought the love of photography of the then-and-now study of local historical architecture, while another brought the love of museums and the research that goes into putting together exhibits and archival work.

With new awareness comes the excitement to continue research and sharing the new areas of interest. This will be an ongoing effort of the Jefferson County Historical Commission.

CHC Comments for the THC

Below is an opportunity to share information not already submitted in this report. Expand on projects for which you have additional information or comment on specific preservation issues in your county.

2014 CHC Annual Report

55. Please let us know more about your preservation successes and/or challenges.

A challenge that turned into a new preservation success for the Jefferson County Historical Commission was the beginning of the physical reclamation of the Lincoln-Broussard Cemetery in western Jefferson County. In 2014, Precinct 4 personnel started to carefully clear the County-owned property, respecting existing graves as they were found in the sparsely-used cemetery that was platted in the 1930s, with the last burial of unknown date. The intent is to use the cemetery for indigent burials by Jefferson County instead of purchasing plots in other active cemeteries. To date, about one-tenth of the acreage has been cleared and debris disposed of. This is a continuing effort into 2015.

Thank you for your time.

Now is the time to go back through the report to edit if you choose to do so. When you are satisfied, please click "Done."

By clicking "Done" on this page, you are submitting your report to the Texas Historical Commission. Our staff will retrieve your report from SurveyMonkey and send each CHC a copy within 2 weeks of submission. SurveyMonkey will not allow you to print out your own copy of the report.

Contact Amy Hammons (amy.hammons@thc.state.tx.us or 512.475.2692) if you have any questions about this report.

We appreciate that you have taken the time to fulfill this statutory reporting responsibility and to share what your CHC has accomplished in 2014. Thank you for your time and service!

Jefferson County Historical Commission
2015 – 2017 Appointees

Kenneth	Ayala	Active	4880 Edgewood Lane Beaumont TX 77706
Sarah	Bellian	Active	700 Procter Street, Port Arthur 77640
Bill	Cummings	Active	10882 Farm Road 421, Kountze, TX 77625
Jessie	Davis	Active	5055 I-10 South Beaumont TX 77705
Ron	Ellington	Active	3660 Winged Foot Drive Beaumont TX 77707
Theresa	Goodness	Active	985 19th Street Beaumont TX 77706
Bruce	Hamilton	Active	8641 Winzer Beaumont TX 77705
Charlotte	Holliman	Active	Mary & John Gray Library, PO Box 10021 Beaumont TX 77710
Ramona	Hutchinson	Active	3660 Winged Foot Drive Beaumont, TX 77707
Brenda	Jackson	Active	5075 Oakmont Drive Beaumont TX 77706
Steven	Lewis	Active	540 Campus Street Beaumont TX 77705
Mike	McGreevy	Active	9270 Shepherd Drive Beaumont, TX 77707
Les	McMahen	Active	8031 Chimney Rock Port Arthur 77642
Linda	McMahen	Active	1149 Pearl Street – Third Floor Beaumont, TX 77701
Paul	Prosperie	Active	P. O. Box 2078, Nederland, TX 77627
Jef C.	Russell III	Active	205 East Circuit Drive Beaumont, TX 77706-4502
Don	Smart	Active	P.O. Box 591 Hardin, TX 77561
Jimmy	Sparks	Active	2291 Pine Street Beaumont TX 77704

FIRST AMENDMENT TO AGREEMENT

Effective 02/02/2015, 2015, this First Amendment ("First Amendment") is attached to and made part of the Claims Service Agreement – Workers Compensation effective February 15, 2008 by and between **TRISTAR Risk Management** ("TRISTAR") and **Jefferson County** ("Client").

Conflict Resolution. In the event of a conflict of any kind, be it direct or indirect, between any or all terms of this First Amendment and those of the Claims Service Agreement – Workers Compensation ("Agreement"), then the terms and conditions of this First Amendment shall control.

WHEREAS, Client has a self-insured program with respect to automobile liability claims and claim expenses pertaining to Client's business ("Automobile Liability Program") within the self-insured retention level ("Retention Level"); and

WHEREAS, Client has the sole responsibility to provide for competent claims administration and claims funding with respect to claims and/or losses and claims expenses arising within the Automobile Liability Program; and

WHEREAS, in addition to the workers compensation Claims which are the subject of the Agreement, Client desires to engage TRISTAR, on an as-needed basis, as the claims administrator with respect to the claims arising under the Automobile Liability Program; and

WHEREAS, TRISTAR desires to accept such engagement, as claims are referred to it, pursuant to the terms and conditions of the Agreement and this Amendment One;

NOW, THEREFORE, in consideration of mutual promises and agreements the parties hereto agree as follows:

1. Client hereby engages TRISTAR and TRISTAR hereby accepts such engagement by Client as the claims administrator to represent and act for Client with respect to all claims arising under the Automobile Liability Program ("Automobile Liability Claims").

2. Wherever the term "Claims" appears, it shall be deemed to include the Automobile Liability Claims.

3. The following new provision is added to the end of Subsection 2.5:

   D. **Automobile Liability Claim:** Each separate automobile liability claim where a reserve is established based on possible exposure, regardless of whether or not any payment is ultimately made.

4. As respects the Automobile Liability Claims, Exhibit A is amended to include the following fees immediately after the Medical Only Claims fee:

Automobile Liability - PD	$375.00
Automobile Liability – BI	$625.00

5. All other terms and conditions not modified by this First Amendment are hereby ratified and affirmed.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed in duplicate by their authorized representatives on the dates set forth below.

TRISTAR Risk Management

By: _____

Name: Thomas J. Veale

Title: President & CEO

Date: 2/5/15

Jefferson County

By: _____

Name: Everette Alfred

Title: County Judge Pro Tem

Date: 02/02/15

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*

Date: February 18, 2015

To: Honorable Judge Jeff Branick
Commissioner Eddie Arnold
Commissioner Brent Weaver
Commissioner Michel Sinegal
Commissioner Everette "Bo" Alfred

From: Sheriff G. Mitch Woods

Subject: Retiring Deputy Billy A. Rhea, Jefferson County Sheriff's Office

Please place the following item on the Commissioners' Court agenda for Monday, February 23, 2015.

Consider and approve a Resolution for Deputy Billy A. Rhea for 17 years and 6 months of dedicated service for the Jefferson County Sheriff's Office and wishes him well in his future endeavors.

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 23rd day of February, 2015, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following Resolution was adopted:

WHEREAS, ***BILLY A. RHEA***, has devoted 17 years and 6 months of his life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, ***BILLY A. RHEA***, has dedicated his talents and pledged his services as a Transfer Pilot, flying airplanes and helicopters for the Jefferson County Sheriff's Office; and

WHEREAS, ***BILLY A. RHEA***, has dedicated his talents and pledged his services as a Deputy in the Jefferson County Training Academy; and

WHEREAS, ***BILLY A. RHEA***, has devoted his services as a Firearm Instructor, for the Jefferson County Sheriff's Training Academy, teaching Law Enforcement Agencies and Corrections Officers, safety techniques and skills on how to effectively handle a firearm; and

WHEREAS, through hard work and commitment to excellence, ***BILLY A. RHEA,*** has earned the respect of his colleagues and the citizens of Jefferson County; and

WHEREAS, having made a significant contribution to the Jefferson County Sheriffs' Office, ***BILLY A. RHEA,*** is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by his friends and co-workers.

NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend ***BILLY A. RHEA***, for his dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.

SIGNED this 23rd day of February, 2015.

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, February 23, 2015

There being no further business to come before the Court at this time, same is now here adjourned on this date, February 23, 2015