REGULAR, 12/14/2015 1:30:00 PM

BE IT REMEMBERED that on December 14, 2015, there was begun and holden a REGULAR 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 (ABSENT)

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 December 14, 2015

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, willmeet at **1:30 PM,** on the **14th** day of **December 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 **Regular** 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:

DISTRICT ATTORNEY: 10:30 a.m. Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.071 for the purpose of receiving information regarding matters that may require litigation.

WORKSHOP:-11:00 a.m. –Workshop to receive information and discuss advertising for the Jack Brooks Regional Airport.

INVOCATION: Brent A. Weaver, Commissioner, Precinct Two

PLEDGE OF ALLEGIANCE: Michael S. Sinegal, Commissioner, Precinct Three

PURCHASING:

1. Receive and file bids for (IFB 15-023/YS), Term Contract for HVAC Maintenance, Repair, and Emergency Services for Ford Park.

SEE ATTACHMENTS ON PAGES 9 - 252

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

2. Consider and approve, execute, receive and file Amendment IV (four) to contract (IFB 13-013/JW), Term Contract for Janitorial Services for Jefferson County. This amendment will increase the service cost from $10,688.60 annually to $13,384.80 annually for the Health and Welfare Unit II/Community Supervision facility. This increase is due to an increase of square footage to be serviced from 11,350 square feet for the old Health and Welfare Unit II/Community Supervision facility to 14,300 square feet for the new Health and Welfare Unit II/Community Supervision facility.

SEE ATTACHMENTS ON PAGES 253 - 253

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

3. Execute, receive and file a contract for (IFB 15-017/JW), Runway 12-30 Reconstruction at Jack Brooks Regional Airport with ALLCO in the amount of $3,260,325.90. This project is funded by FAA AIP #31 Grant.

SEE ATTACHMENTS ON PAGES 254 - 629

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

4. Consider and approve, execute, receive and file Work Order (No. 15-12-018/JW) with Garver, LLC. for professional services to administer construction phase services, Resident Project Representative (RPR), and closeout services for Runway 12-30 Reconstruction at Jack Brooks Regional Airport for a total of $98,600.00. This project is funded by FAA AIP #31 Grant.

SEE ATTACHMENTS ON PAGES 630 - 632

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

5. Consider and approve, execute, receive and file professional service agreement (PROF 15-029/JW) with Tolunay-Wong Engineers, Inc. for material testing services for Runway 12-30 Reconstruction at Jack Brooks Regional Airport; for a total estimated cost of $14,906.00. This project is funded by FAA AIP #31 Grant.

SEE ATTACHMENTS ON PAGES 633 - 638

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

6. Consider and approve, execute, receive and file a contract with Time Warner Cable Business Class for Standard Cable Service and one additional outlet at the new Health and Welfare Unit II facility located at 800 4th Street, Port Arthur, TX 77640 for a charge of $102.94 per month for 36 months, and one-time installation charge of $150.00.

SEE ATTACHMENTS ON PAGES 639 - 643

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

7. Consider and approve, execute, receive and file an agreement with LexisNexis and Jefferson County for Lexis.com access for the Jefferson County District Attorney Office. The agreement is for a two-year term at a monthly cost of $1,955.00 per month for 17 users.

SEE ATTACHMENTS ON PAGES 644 - 652

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

ADDENDUMS

8. Request approval to release retainage to APAC-Texas, Inc. for (IFB 14-026/KJS), Runway Safety Area Grading at Jack Brooks Regional Airport in the amount of $5,974.50, Payment Application No. 4.

SEE ATTACHMENTS ON PAGES 653 - 659

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

9. Consider and approve, execute, receive and file a Certificate of Completion for (IFB 14-026/KJS), Runway Safety Area Grading at Jack Brooks Regional Airport with APAC-Texas, Inc.

SEE ATTACHMENTS ON PAGES 660 - 661

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

10. Request approval to release retainage to APAC-Texas, Inc. for (IFB 14-027/KJS), Runway 16-34 Rehabilitation at Jack Brooks Regional Airport in the amount of $14,610.66, Payment Application No. 5.

SEE ATTACHMENTS ON PAGES 662 - 670

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

11. Consider and approve, execute, receive and file a Certificate of Completion for (IFB 14-027/KJS), Runway 16-34 Rehabilitation at Jack Brooks Regional Airport with APAC-Texas. Inc.

SEE ATTACHMENTS ON PAGES 671 - 672

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

COUNTY AIRPORT:

12. Consider, possibly approve, execute, and receive and file a Terminal Lease Agreement between Jefferson County and American Airlines Inc., for space in the Commercial Terminal.

SEE ATTACHMENTS ON PAGES 673 - 685

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

COUNTY AUDITOR:

13. Regular County Bills check #415129 through check #415431.

SEE ATTACHMENTS ON PAGES 686 - 697

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

COUNTY COMMISSIONERS:

14. Consider and possibly approve an Amended Tax Abatement Policy for economic development pursuant to Section 312.002 (c), Texas Tax Code for the years of 2016 and 2017.

SEE ATTACHMENTS ON PAGES 698 - 715

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

15. Receive and file executed Inter-local Agreement executed between Jefferson County, Texas and Lubbock County, Texas pursuant to the Fair Defense Act, Texas Code of Criminal Procedure, Sec. 26.044(b) for defense, through the Regional Public Defender of Capital Cases, of indigent individuals charged with the offense of capital murder in Jefferson County.

SEE ATTACHMENTS ON PAGES 716 - 728

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

16. Consider and possibly approve an Abatement Agreement for property located in the reinvestment zone between Pure Renewables Port Arthur, LLC and Jefferson County, Texas pursuant to Section 312.401, Texas Tax Code.

SEE ATTACHMENTS ON PAGES 729 - 757

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

17. Consider and possibly approve an Order Prohibiting the Possession of Firearms in the Jefferson County Courthouse and Office Buildings pursuant to 84 H.B. 910.

SEE ATTACHMENTS ON PAGES 758 - 759

Action: TABLED

18. Consider and possibly approve Jefferson County Tourism Committee formally tabled Fall 2015 Hotel Occupancy Tax allocation recommendations. Requested Recommendation Southeast Texas Baseball Academy $6,620 $6,620 Southwest Grotto Association $800

SEE ATTACHMENTS ON PAGES 760 - 760

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

COUNTY TREASURER:

19. Receive and File Investment Schedule for November 2015 including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 761 - 763

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

RISK MANAGEMENT:

20. Consider and possibly approve Employee Assistance Program renewal with Interface EAP, effective January 1, 2016, at a flat renewal premium of $1.65 per employee per month.

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

SHERIFF'S DEPARTMENT:

21. Execute, receive and file the 2016 New York County District Attorney's Sexual Assault Backlog Elimination Grant for the Regional Crime Lab in the amount of $789,223. This is a fully funded grant that requires no cash match from Jefferson County. Application for this grant was approved by the Court on June 1, 2015.

SEE ATTACHMENTS ON PAGES 764 - 869

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

_____

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

LEGAL NOTICE
Advertisement for Invitation for Bids

November 2, 2015

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 15-023/YS, Term Contract for HVAC Maintenance & Repair for Ford Park. **Specifications for this project may be obtained from the Jefferson County website, http://www.co.jefferson. tx.us, or by calling 409-835-8593.**

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

BID NAME:	**Term Contract for HVAC Maintenance, Repair, & Emergency Services for Ford Park**
BID NO:	**IFB 15-023/YS**
DUE DATE/TIME:	**11:00 AM CDT, Tuesday, December 8, 2015**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1001 Pearl Street, 3rd Floor Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, at 409-835-8593, ysauer@co.jefferson.tx.us.

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – November 4th and November 11th, 2015

IFB 15-023/YS
Term Contract for HVAC Maintenance, Repair, & Emergency Services for Ford Park
Bids due: 11:00 AM CDT, December 8, 2015

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

Instructions to Bidders

1. Bid Submission

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

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

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

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

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

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

2. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

3. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

4. Signatures

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

5. County Holidays – 2015:

January 1	Thursday	New Year's Day
January 19	Monday	Martin Luther King, Jr. Day
February 16	Monday	President's Day
April 3	Friday	Good Friday
May 25	Monday	Memorial Day
July 3	Friday	Independence Day
September 7	Monday	Labor Day
November 11	Wednesday	Veterans Day
November 26-27	Thursday-Friday	Thanksgiving
December 24-25	Thursday-Friday	Christmas

6. Rejection or Withdrawal

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

7. Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

8. Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

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

9. Contract

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

10. Waiver of Subrogation

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

11. Fiscal Funding

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

12. Bid Results

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

13. Changes and Addenda to Bid Documents

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

14. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

15. Delivery

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

16. Interpretation of Bid and/or Contract Documents

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

17. Currency

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

18. Pricing

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

19. Notice to Proceed/Purchase Order

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

20. Certification

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

- The submission of the offer did not involve collusion or other anti-competitive practices.

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

21. Definitions

"County" – Jefferson County, Texas.

"Contractor" – The bidder whose proposal is accepted by Jefferson County.

22. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

General Terms and Conditions of Bidding and Terms Of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

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

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

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

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

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

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

1.20 Vendor Registration: SAM (System for Award Management). Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status.

The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

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

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

2. Performance

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

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

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

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

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

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

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

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

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

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

2.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

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

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

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

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

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

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

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

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

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

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

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

4.9 Warranty. The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

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

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

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

2. Multiple Vendor Award

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

3. Delivery

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

4. Payment

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

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

5. Usage Reports

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

6. Insurance

The contractor (including any and all subcontractors as defined in Section 7.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.

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

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

Minimum Insurance Requirements

Public Liability	$1,000,000.00
Excess Liability	$1,000,000.00

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation	Statutory Coverage (see attached)

7. Workers' Compensation Insurance

7.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

7.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

7.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

7.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

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

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

7.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

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

7.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

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

7.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

7.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist (e-mail: ysauer@co.jefferson.tx.us; phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 15-023/YS.

Scope

The intention of this Jefferson County Invitation for Bid (IFB) is to solicit bids for maintenance, repair, and emergency services of HVAC equipment for Ford Park for a term of one (1) year. Once a contract is awarded, the prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and continue with an option for up to four (4) one year renewals. Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County.

For information regarding bid submission requirements, please contact Yea-Mei Sauer, Contract Specialist, at 409-835-8593 or ysauer@co.jefferson.tx.us. For technical questions related to equipment and facilities, please contact Danny Broussard, Ford Park Operations Director, at 409-951-5425 or dbroussard@fordpark.com.

The contractor shall furnish all time, attention, skill, energy, labor, tools, materials and equipment necessary to accomplish maintenance, repair, and emergency repairs and services of HVAC equipment for Ford Park.

Contractor shall maintain offices separate from those of Jefferson County and Ford Park and shall bear all expenses and obligations incurred such as those for postage, administrative services, and communication fees.

Contractor shall act as an independent contractor and not as an employee or agent of Jefferson County or Ford Park. Contractor shall have no authority, expressed or implied, to commit or obligate Jefferson County or Ford Park in any manner whatsoever, except as specifically authorized from time to time in writing by an authorized representative of Jefferson County or Ford park. Such authorization may be general or specific. No partnership between Contractor and Jefferson County or Ford Park shall be construed.

Contract shall be subject to the presentation of a performance and payment bond acceptable to Jefferson County, as required by Texas law.

Contractor shall provide the following:

- **License and Permit Bond**
- **Comprehensive liability insurance, naming Jefferson County as Additional Insured.**
- **Copy of state license.**

Description

The contractor shall furnish and deliver HVAC maintenance, repair, and emergency services for various facilities at Ford Park. The facilities included in this contract are as follows:

- Central Plant
- Arena
- Pavilion
- Exhibit Hall
- Ball Fields

All equipment in each facility shall receive maintenance, repair, and emergency services as described in the table below: Annual inspection shall be conducted once per year. Quarterly inspection shall be conducted at three, six, and nine-month intervals following the annual inspection.

Equipment	Annual Inspection	Quarterly Inspection
Cooling towers	• Check condition of fill materials • Grease bearings • Replace belt and sent tension • Cycle control valves	• Grease bearings • Verify operation
Chillers	• Inspect all electrical connections • Brush condenser tubes • Clean coils (using water only) • Leaks test • Oil test • Performance test • Test motors	• Clean coil (using water only) • Check charge • Verify proper operation
Split units	• Clean coils • Check refrigerant charge • Inspect all electrical connections • Performance test • Test motors	• Clean coil (using water only) • Check charge • Verify proper operation
Air handler units	• Clean coils • Adjust or replace belts as needed • Clean drain pan & drain, add slim tab • Inspect duct • Verify control valve operations	• Check belts • Clean drains, add slim tab
Boilers	• Brush tubes • Check & balance gas and air mix • Performance test based on flue gas	• Verify proper operation
Pumps	• Lubricate and verify operation • Check pressure drop • Test motors	• Lubricate and verify operation

In addition to preventative maintenance of the equipment, Contractor shall provide the following:

- Contingency plans to provide service in the face of unexpected events such as power failure, fire, ice storms, hurricanes or acts of God that would preclude normal operations.
- 24-hour-per-day, 7-day-per-week service, with a two (2) hour response time.
- Scheduled and planned maintenance dates.
- Keep a record of scheduled maintenance.
- Record and report to Management any repairs needed.
- Make no repairs until signed permission is given by Management.
- Conduct refrigerant management.

Equipment

The equipment to be serviced under this contract consists of the following:

Equipment	Location
2 Chillers (Trane 750 tons) (1 not in commission)	Central Plant
1 Chiller (Trane 300 tons)	Central Plant
1 Chiller (30 ton)	Pavilion
3 Split units	Pavilion
3 Split units	Ball Fields
24 Air handler units - Trane M-Series Climate Changers	Arena
2 Boilers - 6,000,000 BTU's (Sellers)	Central Plant
2 Boilers - Small Lochinvar	Arena
6 Pumps	Central Plant
2 Hot water heaters	Arena
2 Cooling towers	Central Plant
4 DesChamps Air Handlers	Arena

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

A-1 Sheet Metal & A/C
Company Name

2935 Milam St.
Address

Beaumont TX 77701
City State Zip

WRK
Signature of Person Authorized to Sign

William Kratzer
Printed Name

Service Manager
Title

For clarification of this offer, contact:

William Kratzer
Name

409-833-4715 409-833-9947
Phone Fax

bkratzer@a-1sheetmetal.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for HVAC Maintenance, Repair, and Emergency Services for Ford Park Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. IFB 15-023/YS, Term Contract for HVAC Maintenance, Repair, and Emergency Services for Ford Park. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Part I. Scheduled Maintenance

Description	Monthly Price	Annual Price
HVAC Maintenance for Ford park, as per bid specifications	$2808.33 Per month	$33,700 Annually

Part II. Repair Labor Rates

Item	Description	Labor Charge Per Hour
1	Mechanic during working hours (Monday-Friday, 7:30 am to 5:00 pm)	$ 70 /hour
2	Apprentice Mechanic accompanying Mechanic during working hours (Monday-Friday, 7:30 am to 5:00 pm)	$ 50 /hour
3	Mechanic for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all day Saturday)	$ 95 /hour
4	Apprentice Mechanic accompanying Mechanic for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all day Saturday)	$ 70 /hour
5	Mechanic for emergency service on Sundays and Holidays	$ 110 /hour
6	Apprentice Mechanic accompanying Mechanic for emergency service on Sundays and Holidays	$ 70 /hour
7	Mechanic for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00 pm)	$ 80 /hour
8	Apprentice Mechanic accompanying a Mechanic for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00pm)	$ 60 /hour
9	Mechanic for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday-Friday 5:00 pm to 7:30 am, and all day Saturday)	$ 110 /hour
10	Apprentice Mechanic accompanying a Mechanic for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday–Friday 5:00 pm to 7:30 am, and all day Saturday)	$ 70 /hour
11	Mechanic for emergency disaster service relief during mandatory/voluntary County evacuation (Sundays and Holidays)	$ 110 /hour
12	Apprentice Mechanic accompanying a Mechanic for emergency disaster service during mandatory/ voluntary county evacuation (Sundays and Holidays)	$ 70 /hour

(Continued on Next Page)

Bid Form (Continued)

Part III. Parts, Equipment, etc. Discounts
Contractor shall be compensated at a fixed percentage over their cost.

Item	Description	Fixed Percentage Over Contractor's Cost
13	Parts with cost of $1,500.00 or less shall be furnished by Contractor _____ % (percent) markup	30 %
14	Equipment replacement chillers, boilers, direct expansion units, etc." for emergency replacement f.o.b job site at _____%(percent)	25 %
15	Sub-contractor percentage mark-up	10 %
16	Materials, supplies, and/or equipment furnished by contractor shall be billed at _____% markup. Jefferson County reserves the right to request copies of invoices made to contractor from supplier including freight charges	30 %
17	Rental equipment furnished by contractor, with prior approval of the County, to be billed at _____% markup	10 %

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Carrier Commercial Services

Address: 820 Freeway Blvd Rose City, TX 77662

Contact Person and Title: Colby Doucet

Phone: 409-550-0539 Fax: _____

Contract Period: On-Going Scope of Work: Field Projects

REFERENCE TWO

Government/Company Name: Orion Engineered Carbons

Address: 1513 Echo Rd. Orange, TX 77632

Contact Person and Title: Alton Hanks

Phone: 409-980-7901 Fax: 409-883-5492

Contract Period: March 2015 - Present Scope of Work: Service and Maintenance

REFERENCE THREE

Government/Company Name: Orangefield ISD

Address: 9974 FM 105 Orange, TX 77630

Contact Person and Title: Brian Ousley

Phone: 409-735-5337 Fax: 409-735-2080

Contract Period: September 2015 Scope of Work: Service and Maintenance

Bidder Shall Return Completed Form with Offer.

Signature Page

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

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

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

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

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

A-1 Sheet Metal & A/C Bidder (Entity Name)	 Signature
2935 Milam St. Street & Mailing Address	William Kratzer Print Name
Beaumont, TX 77701 City, State & Zip	December 8, 2015 Date Signed
409-833-4715 Telephone Number	409-833-9947 Fax Number

bkratzer@a-1sheetmetal.com
E-mail Address

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code. A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.	OFFICE USE ONLY
1. Name of person doing business with local governmental entity. William Kratzer	

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

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

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

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

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

      ☐ Yes ☒ No

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

      ☐ Yes ☒ No

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

      ☐ Yes ☒ No

   D. Describe each affiliation or business relationship:

None

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

None

7.

WRK

Signature of person doing business with the governmental entity

December 8, 2015

Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

☐ Yes ☐ No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

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

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

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

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

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

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

William Kratzer
Printed Name of Authorized Representative

WCK
Signature

Service Manager
Title

December 8, 2015
Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

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

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): William Kratzer

Title: Service Manager

Signature: WRK

Date: December 8, 2015

E-mail address: bkratzer@a-1sheetmetal.com

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

Name (print or type): William Kratzer

Title: Service Manager

Date: December 8, 2015

E-mail address: bkratzer@a-1sheetmetal.com

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☒ I certify that A-1 Sheet Metal & A/C [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.):	74-2033891
Company Name submitting bid/proposal:	A-1 Sheet Metal & A/C
Mailing address:	2935 Milam St. Beaumont, TX 77701
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**
700000-000/000755-0000	2935 Milam St Beaumont, TX 77701 - 4 Buildings

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF Texas COUNTY OF Jefferson

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

on this day personally appeared William Kratzer (name), who

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

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

for A-1 Sheet Metal & A/C Inc (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said A-1 Sheet Metal & A/C, 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: A-1 Sheet Metal & A/C

2935 Milam St. Beaumont, TX 77701

Fax: 409-833-9947 Telephone# 409-833-4715

by: William Kratzer (print name) Title: Service Manager

Signature: WRK

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

this the 8th day of December, 2015.

GLENDA K. HANKS
Notary Public, State of Texas
My Commission Expires
March 14, 2019

Glenda K. Hanks
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

This is the break-down of potential equipment needs at Ford Park as our contingency plan. Even though it say "DRAFT" across the sheet this is the actual rental rate for each piece of equipment listed on the sheet. Labor cannot be figured at this time due to large degrees of variation in the situations which may arise. The reason "DRAFT" is on the sheet is a function of the quoting system under which it was entered.

Carrier Rental Systems
A Division of Carrier Corporation
820 FREEWAY BLVD
VIDOR TX 77662-7813
Tel: (800) 586-8336
Fax:
www.carrierrentals.com

December 8, 2015

QUOTATION #: 00219157
VALID FOR: 30 Days

A-1 SHEET METAL & AIR CONDITIONING
2935 MILAM
BEAUMONT TX 77701-4816

Dear Customer,

Thank you for your interest in Carrier Rental Systems. We are pleased to submit this quotation which confirms our rental offering.
Application: *Contingency Plan*

Draft

Item Description	Qty	Weekly	Monthly	Non Recurring
COOLING TOWER	1	2,100.68	6,302.04	
BOILER	2	5,828.90	17,486.70	
PUMP	2	1,502.90	4,508.70	
GENERATOR	1	6,825.68	20,477.04	
TRANSFORMER	2	421.40	1,264.20	
TRANSFORMER	2	85.40	256.20	
TRAILER	2	935.90	2,807.70	
TRAILER	1	777.68	2,333.04	
HOSE (25')	2	74.90	224.70	
HOSE	2	53.90	161.70	
CABLE - 1/0 (50')	3	86.81	260.44	
CABLE - 1/0 (50')	1	43.40	130.20	
CABLE - 1/0 (50')	3	173.63	520.88	
CABLE - 1/0 (10')	2	16.00	48.00	
CABLE - 1/0 (10')	4	32.00	96.00	
CABLE - 1/0 (10')	8	64.00	192.00	
CABLE - 8/4 (50')	2	11.90	35.70	
FITTING - ELBOW	2	28.00	84.00	
FITTING - TEE	2	28.00	84.00	
FREIGHT DELIVERY	2			1,200.00
FREIGHT DELIVERY	1			600.00
FREIGHT DELIVERY	1			600.00
FREIGHT RETURN	2			1,200.00
FREIGHT RETURN	1			600.00
FREIGHT RETURN	1			600.00
ENVIRONMENTAL FEES		572.73	1,718.20	
Total(USD):		19,663.81	58,991.44	4,800.00

Quotation does not include any applicable taxes.

U.S. Government

In the event this quotation is in support, either directly or indirectly, of a U.S. Government funded procurement (either partially or fully), please note that Carrier Rental Systems' quotation and subsequent award shall be contingent upon the acceptance of Item 22 Government Procurements as noted herein under MASTER TERMS – RENTAL, CARRIER RENTAL SYSTEMS, INC.

Invoice Policy and Payment Terms

Our invoice policy is based on a 28-day rental period. The minimum rental period on all Carrier Rental Systems projects is seven days. The first three (3) days rental, of each of the first three (3) weeks, invoices at the weekly rate. At the seventeenth (17) day of rental the invoice will generate at the Period (or Monthly) rate. The invoice will be generated on the earliest date of either: (a) the contract invoice date or (b) the equipment return date.

Net 30 days with approved credit, VISA, Mastercard and American Express accepted.

Equipment Rental Period
The rental period will begin the day the equipment leaves our facility and end on the date the equipment is returned back to our facility. The price quoted is contingent upon equipment availability, the estimated rental period and represents the minimum guaranteed rental period.

Labor
Labor quoted is estimated and subject to site conditions. Additional labor, if required, will be changed at the local depot's labor rate. Labor and material required to clean or repair damaged equipment will be invoiced as incurred.

Freight
Carrier Rental Systems may utilize third party transportation companies or company owned vehicles in the transportation of the rental equipment. Freight charges allow one hour for loading and unloading at the Customer's location. Detention charges of USD 125.00 per hour are applicable for durations exceeding the allotted time.

Draft

Customer Responsibilities

Documentation and Permits
- Furnish a tax exempt certificate, if applicable.
- Furnish proof of insurance on all rental equipment prior to shipment.
- Obtain required operating and regulatory permits.

General Job Site Conditions
- Provide a safe working environment.
- Unload and load rental equipment from trailer, if applicable
- Furnish local job site assistance, as required.
- Provide appropriate load and start-up.

Rental Equipment Contract Operation and Service
- Reimburse Carrier Rental Systems for all mobilization and re-stocking fees, if rental is cancelled prior to the minimum guaranteed rental period.
- Furnish qualified rental equipment operators.
- Provide daily monitoring, operation and maintenance of rental equipment.
- Notify Carrier Rental Systems immediately of any rental equipment irregularities.
- Call Carrier Rental Systems before making any rental equipment repairs.
- Clean all equipment prior to end of rental.

Equipment Instructions
- Customer shall locate and identify underground utilities.
- Equipment to be set level.
- No overhead obstructions. Allow sufficient perimeter space for appropriate air circulation.
- It is the customer's responsibility to supply secondary containment to any piece of equipment requiring an external tank. Any spill caused shall be deemed the customer's responsibility.
- Furnish electrician to connect to power source. Appropriate grounding of equipment is required.
- Appropriate grounding of equipment is required.
- Avail single phase power source (if applicable).
- Avail single phase power source, if applicable, for engine block heaters and battery chargers.
- Dedicated electrical service required for each piece of supplied equipment.
- Provide a qualified operator.
- Furnish make-up water for system.
- Water treatment required.
- Freeze protection required for seasonal use and low temperature applications.
- Fuel to be winter-blend and/ or contain an appropriate anti-gel fuel additive during low ambient termperature applications.
- Provide portable propane tank required for pilot light ignition on fuel oil fired boilers.
- All fuel to be winter-blend and/ or contain an appropriate anti-gel fuel additive.
- All fuel to be winter blend and/ or contain an appropriate anti-gel fuel additive.Minimum amount of #2 diesel fuel will ship within equipment.
- All fuel by others.
- Scheduled maintenance is required every 250 hours of run time to replace engine lubricating oil and fuel & oil filters.
- Daily recording of engine lubricating oil levels.
- Customer shall ensure compliance with all applicable electrical and building codes during the use of rental equipment.
- End of rental: flush & drain all fluid(s).
- End of rental: return with equal amount of fuel as received at delivery. any variation (Å±) will be charged at $5.00 per gallon.
- End of rental: basin to be free of debris and dirt; flush & drain all fluid(s).
- End of rental: clean and remove all spillage from fueling operations within generator container
- End of rental: clean and remove all debris and dirt.

Generator Services

The generator requires scheduled service every 250 hours of operations. The service requires the generator to be shut down while the engine's lubricating oil, oil filters and fuel filters are replaced. The rate for scheduled service is based on the number of hours the generator has been operating plus travel time.

Generator Size	Rate per Operating Hour
0 to 75KW	$ 1.50
76 to 150KW	$ 1.75
151 to 250KW	$ 2.25
251 to 400KW	$ 2.75
401 to 600KW	$ 6.25
601 to 900KW	$ 6.25
901 and above	$ 9.50

Draft

Additional charges, if applicable, could include: replacement of the generator's air filter, coolant filter and subsequent cleaning of the radiator and engine compartment which are subject to local site conditions. The charges will be invoiced on a time and material basis.

Thank you for your consideration.

Jeff Collins
Carrier Rental Systems

Draft

Carrier Rental Systems – Customer Authorization

To authorize the rental of equipment from Carrier Rental Systems, please complete, sign and return this to Customer Authorization document.

CUSTOMERS are required to provide proof of insurance on all equipment rented from Carrier Rental Systems. The minimum insurance requirements for Carrier Rental Systems as well as information regarding our optional Loss & Damage Waiver are located on our website at: **www.carrierrentals.com/customer**

Certificate of Insurance
Insurance Value: **714,350.00 (USD)**

Customer provided Certificate of Insurance
CUSTOMER agrees to provide insurance for the insurance value indicated above.

Agree: _____ (initials)

Carrier Rental Systems' Loss & Damage Waiver
CUSTOMER elects not to provide insurance for the equipment rented. CUSTOMER requests Carrier Rental Systems' Loss & Damage Waiver and agrees to pay all applicable charges.

Agree: _____ (initials)

Requested Delivery information
Delivery times are confirmed by Carrier Rental Systems

Delivery: _____ (Date) _____ (Time (AM/PM))

Contact: _____ (Print Name) _____ (Telephone)

Ship To Address: _____

Authorization
CUSTOMER accepts this quotation, including the applicable Terms and Conditions (Which are available for review on our website at www.carrierrentals.com/customer), Customer Responsibilities and Equipment Instructions.

_____ (Authorized Signature) _____ (Print Name) _____ (Date)

_____ (Title) _____ (Company Name) _____ (Purchase Order)

Draft

Texas HVAC Contractor's License Number: TACLA020189C. Regulated by the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9292, 512-463-6589.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Lorrie Murray
Gulf Coast Insurance Agency PO Box 7750 Beaumont TX 77726	PHONE (A/C, No, Ext): (409) 898-4444 FAX (A/C, No): (409) 898-4468 E-MAIL ADDRESS: lm1@gcia-tx.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Liberty Mutual Ins Co A Rated
INSURED	INSURER B: Texas Mutual Insurance Co. A Rated
A-1 Sheet Metal & Air Conditioning 2935 Milam Beaumont TX 77701	INSURER C: Underwriters@Lloyds of London A Rat INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 2015-2016 Master 02/18 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			01CH5500460	6/12/2015	6/12/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EPLI	$ 1,000,000 $ 200,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $ 10,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			24CC2814236	6/12/2015	6/12/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			01SU41389660	6/12/2015	6/12/2016	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001176925 Longshore/Harbor & USLH	2/18/2015	2/18/2016	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Maritime Employers Liab			GM3001701	2/18/2015	2/18/2016	Each Person Per Accident	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Jefferon County
1001 Pearl Street
Beaumont, TX 77701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

George Haynes/LAM

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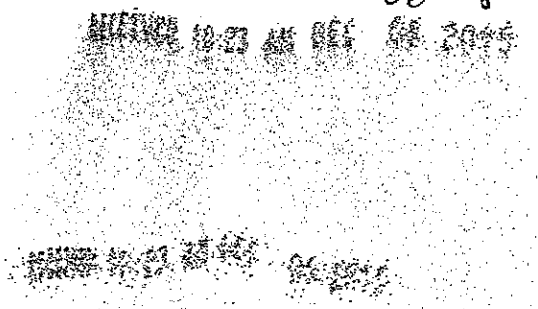
Ael SHEET METAL & A/C
2935 MILAM STREET
BEAUMONT, TEXAS 77701

08-48 (12.8.2015)



JEFFERSON COUNTY PURCHASING DEPARTMENT
TERM CONTRACT FOR HVAC MAINTENANCE, REPAIR, AND EMERGENCY SERVICES FOR FORD PARK
IFB 15-023/YS
DECEMBER 8, 2015

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE
Advertisement for Invitation for Bids

November 2, 2015

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 15-023/YS, Term Contract for HVAC Maintenance & Repair for Ford Park. **Specifications for this project may be obtained from the Jefferson County website, http://www.co.jefferson. tx.us, or by calling 409-835-8593.**

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

BID NAME:	**Term Contract for HVAC Maintenance, Repair, & Emergency Services for Ford Park**
BID NO:	**IFB 15-023/YS**
DUE DATE/TIME:	**11:00 AM CDT, Tuesday, December 8, 2015**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1001 Pearl Street, 3rd Floor Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, at 409-835-8593, ysauer@co.jefferson.tx.us.

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah Clark

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – November 4th and November 11th, 2015

IFB 15-023/YS
Term Contract for HVAC Maintenance, Repair, & Emergency Services for Ford Park
Bids due: 11:00 AM CDT, December 8, 2015

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

Instructions to Bidders

1. Bid Submission

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

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

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

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

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

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

2. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

3. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

4. Signatures

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

5. County Holidays – 2015:

January 1	Thursday	New Year's Day
January 19	Monday	Martin Luther King, Jr. Day
February 16	Monday	President's Day
April 3	Friday	Good Friday
May 25	Monday	Memorial Day
July 3	Friday	Independence Day
September 7	Monday	Labor Day
November 11	Wednesday	Veterans Day
November 26-27	Thursday-Friday	Thanksgiving
December 24-25	Thursday-Friday	Christmas

6. Rejection or Withdrawal

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

7. Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

8. Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

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

9. Contract

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

10. Waiver of Subrogation

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

11. Fiscal Funding

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

12. Bid Results

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

13. Changes and Addenda to Bid Documents

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

14. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

15. Delivery

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

16. Interpretation of Bid and/or Contract Documents

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

17. Currency

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

18. Pricing

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

19. Notice to Proceed/Purchase Order

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

20. Certification

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

- The submission of the offer did not involve collusion or other anti-competitive practices.

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

21. Definitions

"County" – Jefferson County, Texas.

"Contractor" – The bidder whose proposal is accepted by Jefferson County.

22. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

General Terms and Conditions of Bidding and Terms Of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

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

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

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

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

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

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

1.20 Vendor Registration: SAM (System for Award Management). Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status.

The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

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

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

2. Performance

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

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

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

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

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

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

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

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

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

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

2.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

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

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

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

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

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

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

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

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

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

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

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

4.9 Warranty. The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

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

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

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

2. Multiple Vendor Award

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

3. Delivery

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

4. Payment

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

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

5. Usage Reports

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

6. Insurance

The contractor (including any and all subcontractors as defined in Section 7.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.

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

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

Minimum Insurance Requirements

Public Liability	$1,000,000.00
Excess Liability	$1,000,000.00

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation	Statutory Coverage (see attached)

7. Workers' Compensation Insurance

7.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

7.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

7.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

7.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

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

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

7.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

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

7.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

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

7.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

7.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist (e-mail: ysauer@co.jefferson.tx.us; phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 15-023/YS.

Scope

The intention of this Jefferson County Invitation for Bid (IFB) is to solicit bids for maintenance, repair, and emergency services of HVAC equipment for Ford Park for a term of one (1) year. Once a contract is awarded, the prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and continue with an option for up to four (4) one year renewals. Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County.

For information regarding bid submission requirements, please contact Yea-Mei Sauer, Contract Specialist, at 409-835-8593 or ysauer@co.jefferson.tx.us. For technical questions related to equipment and facilities, please contact Danny Broussard, Ford Park Operations Director, at 409-951-5425 or dbroussard@fordpark.com.

The contractor shall furnish all time, attention, skill, energy, labor, tools, materials and equipment necessary to accomplish maintenance, repair, and emergency repairs and services of HVAC equipment for Ford Park.

Contractor shall maintain offices separate from those of Jefferson County and Ford Park and shall bear all expenses and obligations incurred such as those for postage, administrative services, and communication fees.

Contractor shall act as an independent contractor and not as an employee or agent of Jefferson County or Ford Park. Contractor shall have no authority, expressed or implied, to commit or obligate Jefferson County or Ford Park in any manner whatsoever, except as specifically authorized from time to time in writing by an authorized representative of Jefferson County or Ford park. Such authorization may be general or specific. No partnership between Contractor and Jefferson County or Ford Park shall be construed.

Contract shall be subject to the presentation of a performance and payment bond acceptable to Jefferson County, as required by Texas law.

Contractor shall provide the following:

- **License and Permit Bond**
- **Comprehensive liability insurance, naming Jefferson County as Additional Insured.**
- **Copy of state license.**

Description

The contractor shall furnish and deliver HVAC maintenance, repair, and emergency services for various facilities at Ford Park. The facilities included in this contract are as follows:

- Central Plant
- Arena
- Pavilion
- Exhibit Hall
- Ball Fields

All equipment in each facility shall receive maintenance, repair, and emergency services as described in the table below: Annual inspection shall be conducted once per year. Quarterly inspection shall be conducted at three, six, and nine-month intervals following the annual inspection.

Equipment	Annual Inspection	Quarterly Inspection
Cooling towers	• Check condition of fill materials • Grease bearings • Replace belt and sent tension • Cycle control valves	• Grease bearings • Verify operation
Chillers	• Inspect all electrical connections • Brush condenser tubes • Clean coils (using water only) • Leaks test • Oil test • Performance test • Test motors	• Clean coil (using water only) • Check charge • Verify proper operation
Split units	• Clean coils • Check refrigerant charge • Inspect all electrical connections • Performance test • Test motors	• Clean coil (using water only) • Check charge • Verify proper operation
Air handler units	• Clean coils • Adjust or replace belts as needed • Clean drain pan & drain, add slim tab • Inspect duct • Verify control valve operations	• Check belts • Clean drains, add slim tab
Boilers	• Brush tubes • Check & balance gas and air mix • Performance test based on flue gas	• Verify proper operation
Pumps	• Lubricate and verify operation • Check pressure drop • Test motors	• Lubricate and verify operation

In addition to preventative maintenance of the equipment, Contractor shall provide the following:

- Contingency plans to provide service in the face of unexpected events such as power failure, fire, ice storms, hurricanes or acts of God that would preclude normal operations.
- 24-hour-per-day, 7-day-per-week service, with a two (2) hour response time.
- Scheduled and planned maintenance dates.
- Keep a record of scheduled maintenance.
- Record and report to Management any repairs needed.
- Make no repairs until signed permission is given by Management.
- Conduct refrigerant management.

Equipment

The equipment to be serviced under this contract consists of the following:

Equipment	**Location**
2 Chillers (Trane 750 tons) (1 not in commission)	Central Plant
1 Chiller (Trane 300 tons)	Central Plant
1 Chiller (30 ton)	Pavilion
3 Split units	Pavilion
3 Split units	Ball Fields
24 Air handler units - Trane M-Series Climate Changers	Arena
2 Boilers - 6,000,000 BTU's (Sellers)	Central Plant
2 Boilers - Small Lochinvar	Arena
6 Pumps	Central Plant
2 Hot water heaters	Arena
2 Cooling towers	Central Plant
4 DesChamps Air Handlers	Arena

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

Air Conduit
Company Name

1300 2nd St.
Address

Lake Charles LA 70601
City State Zip

T J. Hall
Signature of Person Authorized to Sign

Trent J. Hall
Printed Name

Commercial Business Developer
Title

For clarification of this offer, contact:

Trent J. Hall
Name

337-515-5513 337-436-7644
Phone Fax

trent@airconduit.net
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for HVAC Maintenance, Repair, and Emergency Services for Ford Park Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. IFB 15-023/YS, Term Contract for HVAC Maintenance, Repair, and Emergency Services for Ford Park. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Part I. Scheduled Maintenance

Description	Monthly Price	Annual Price
HVAC Maintenance for Ford park, as per bid specifications	$ 1,825.00 Per month	$ 21,900.00 Annually

Part II. Repair Labor Rates

Item	Description	Labor Charge Per Hour
1	Mechanic during working hours (Monday-Friday, 7:30 am to 5:00 pm)	$ 95.00 /hour
2	Apprentice Mechanic accompanying Mechanic during working hours (Monday-Friday, 7:30 am to 5:00 pm)	$ 77.00 /hour
3	Mechanic for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all day Saturday)	$ 142.50 /hour
4	Apprentice Mechanic accompanying Mechanic for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all day Saturday)	$ 115.50 /hour
5	Mechanic for emergency service on Sundays and Holidays	$ 190.00 /hour
6	Apprentice Mechanic accompanying Mechanic for emergency service on Sundays and Holidays	$ 154.00 /hour
7	Mechanic for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00 pm)	$ 95.00 /hour
8	Apprentice Mechanic accompanying a Mechanic for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00pm)	$ 77.00 /hour
9	Mechanic for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday-Friday 5:00 pm to 7:30 am, and all day Saturday)	$ 142.50 /hour
10	Apprentice Mechanic accompanying a Mechanic for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday–Friday 5:00 pm to 7:30 am, and all day Saturday)	$ 115.50 /hour
11	Mechanic for emergency disaster service relief during mandatory/voluntary County evacuation (Sundays and Holidays)	$ 190.00 /hour
12	Apprentice Mechanic accompanying a Mechanic for emergency disaster service during mandatory/ voluntary county evacuation (Sundays and Holidays)	$ 154.00 /hour

(Continued on Next Page)

Bid Form (Continued)

Part III. Parts, Equipment, etc. Discounts
Contractor shall be compensated at a fixed percentage over their cost.

Item	Description	Fixed Percentage Over Contractor's Cost
13	Parts with cost of $1,500.00 or less shall be furnished by Contractor 35 % (percent) markup	35 %
14	Equipment replacement chillers, boilers, direct expansion units, etc." for emergency replacement f.o.b job site at 35 %(percent)	35 %
15	Sub-contractor percentage mark-up	15 %
16	Materials, supplies, and/or equipment furnished by contractor shall be billed at 35 % markup. Jefferson County reserves the right to request copies of invoices made to contractor from supplier including freight charges	35 %
17	Rental equipment furnished by contractor, with prior approval of the County, to be billed at 35 % markup	35 %

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Lamar University - Orange

Address: 410 W. Front Ave., Orange, TX 77630

Contact Person and Title: David Goins

Phone: 409-883-7750 Fax: _____

Contract Period: 9/07 - Present Scope of Work: HVAC Maintenance

REFERENCE TWO

Government/Company Name: Firestone Orange

Address: 5713 FM1006, Orange, TX 77630

Contact Person and Title: Patrick Murphy, Purchasing Agent

Phone: 409-924-4500 Fax: _____

Contract Period: 4/15 - Present Scope of Work: HVAC Maintenance

REFERENCE THREE

Government/Company Name: City of Lake Charles

Address: 4331 E. Broad St., Lake Charles, LA 70615

Contact Person and Title: Mister Edwards, Director

Phone: 337-491-1308 Fax: 337-491-1587

Contract Period: _____ Scope of Work: HVAC Emergency Services + Repairs

Bidder Shall Return Completed Form with Offer.

Signature Page

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

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

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

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

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

Air Conduit Bidder (Entity Name)	Trent J. Hall Signature
1300 2nd St. Street & Mailing Address	Trent J. Hall Print Name
Lake Charles, LA 70601 City, State & Zip	12-8-15 Date Signed
337-515-5513 Telephone Number	337-436-7644 Fax Number
trent@airconduit.net E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

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

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

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

OFFICE USE ONLY

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

None

2. ☐ Check this box is you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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

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

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

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

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

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

      ☐ Yes ☑ No

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

      ☐ Yes ☑ No

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

      ☐ Yes ☑ No

   D. Describe each affiliation or business relationship:

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

7.

Signature of person doing business with the governmental entity

Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

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

Trent J. Hall
Printed Name of Authorized Representative

T J Hall
Signature

Commercial Business Developer
Title

12-8-15
Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: Air Conduit HUB: p Yes p No

Address: 1300 2nd St. (Street) Lake Charles (City) LA (State) 70601 (Zip)

Phone (with area code): 337-515-5513 Fax (with area code): 337-436-7644

Project Title & No.: HVAC Maintenance, Repair, & Emergency Services for Ford Park #IFB 15-023/YS

Prime Contract Amount: $ 21,900.00

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: _____

Trent J. Hall	T J. Hall	12-8-15
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/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

Prime Contractor: Air Conduit HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: 1300 2nd St. Lake Charles LA 70601
Street City State Zip

Phone (with area code): 337-515-5513 Fax (with area code): 337-436-7644

Project Title & No.: HVAC Maintenance for Ford Park IFB/RFP No.: IFB 15-023/45

Total Contract: $ 21,900.00 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 guide to diversify.

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

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

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

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☑ Other: No Sub Contractor were 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: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Treat J. Hall

Title: Commercial Business Developer

Signature: T J. Hall

Date: 12-8-15

E-mail address: treat@airconduit.net

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

Name (print or type): Leah Lockett

Title: Accounting

Date: 12-8-15

E-mail address: leah@airconduit.net

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☑ I certify that Air Conduit [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Lake Charles, Louisiana (city and state).

Taxpayer Identification Number (T.I.N.):	20-88-33820
Company Name submitting bid/proposal:	Air Conduit
Mailing address:	1300 2nd St., Lake Charles, LA 70601
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF Texas COUNTY OF Jefferson

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Louisiana, on this day personally appeared Trent J. Hall (name), who after being by me duly sworn, did depose and say:

"I, Trent J. Hall (name) am a duly authorized officer of/agent for Air Conduit (name of firm) and have been duly authorized to execute the foregoing on behalf of the said Air Conduit (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: Air Conduit
1300 2nd st, Lake Charles LA 70601

Fax: 337-436-7644 Telephone# 337-515-5513

by: Trent J. Hall (print name) Title: Commercial business developer

Signature: Trent J. Hall

SUBSCRIBED AND SWORN to before me by the above-named Trent J. Hall on this the 7th day of December, 2015.

Christie Consunado
Notary Public in and for
the State of Louisiana

Christie Consunado
Notary Public ID #52134
State Of Louisiana
Commissioned for Life

Bidder Shall Return Completed Form with Offer.

STATE OF TEXAS
ROBERT G LOCKETT
AIR CONDITIONING &
REFRIGERATION CONTRACTOR
AIR CONDUIT LLC
LIC # TACLA1563E
EXPIRES 07/31/2016
TEXAS DEPARTMENT OF LICENSING AND REGULATION

The person named on this card may perform the duties within the scope of work authorized by applicable law through the expiration date shown on the front of the card.

William H. Kuntz, Jr.
Executive Director
Texas Department of Licensing and Regulation

www.license.state.tx.us

- LFB 15-023/S

- Term Contract for HVAC Maintenance Services for Ford Park

- 11:00 AM, Tuesday, December 8, 2015

- AIR CONDUCT

Jeff

1:00

Beau

ntenance, Repair, & Emergency

15

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

RECEIVED 10:00 AM DEC 08 2015

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE
Advertisement for Invitation for Bids

November 2, 2015

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 15-023/YS, Term Contract for HVAC Maintenance & Repair for Ford Park. **Specifications for this project may be obtained from the Jefferson County website, http://www.co.jefferson. tx.us, or by calling 409-835-8593.**

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

BID NAME:	**Term Contract for HVAC Maintenance, Repair, & Emergency Services for Ford Park**
BID NO:	**IFB 15-023/YS**
DUE DATE/TIME:	**11:00 AM CDT, Tuesday, December 8, 2015**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1001 Pearl Street, 3rd Floor Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, at 409-835-8593, ysauer@co.jefferson.tx.us.

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – November 4th and November 11th, 2015

IFB 15-023/YS
Term Contract for HVAC Maintenance, Repair, & Emergency Services for Ford Park
Bids due: 11:00 AM CDT, December 8, 2015

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

Instructions to Bidders

1. Bid Submission

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

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

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

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

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

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

2. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

3. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

4. Signatures

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

5. County Holidays – 2015:

January 1	Thursday	New Year's Day
January 19	Monday	Martin Luther King, Jr. Day
February 16	Monday	President's Day
April 3	Friday	Good Friday
May 25	Monday	Memorial Day
July 3	Friday	Independence Day
September 7	Monday	Labor Day
November 11	Wednesday	Veterans Day
November 26-27	Thursday-Friday	Thanksgiving
December 24-25	Thursday-Friday	Christmas

6. Rejection or Withdrawal

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

7. Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

8. Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

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

9. Contract

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

10. Waiver of Subrogation

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

11. Fiscal Funding

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

12. Bid Results

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

13. Changes and Addenda to Bid Documents

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

14. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

15. Delivery

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

16. Interpretation of Bid and/or Contract Documents

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

17. Currency

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

18. Pricing

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

19. Notice to Proceed/Purchase Order

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

20. Certification

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

- The submission of the offer did not involve collusion or other anti-competitive practices.

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

21. Definitions

"County" – Jefferson County, Texas.

"Contractor" – The bidder whose proposal is accepted by Jefferson County.

22. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

General Terms and Conditions of Bidding and Terms Of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

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

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

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

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

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

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

1.20 Vendor Registration: SAM (System for Award Management). Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status.

The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

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

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

2. Performance

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

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

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

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

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

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

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

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

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

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

2.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

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

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

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

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

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

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

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

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

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

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

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

4.9 Warranty. The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

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

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

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

2. Multiple Vendor Award

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

3. Delivery

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

4. Payment

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

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

5. Usage Reports

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

6. Insurance

The contractor (including any and all subcontractors as defined in Section 7.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.

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

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

Minimum Insurance Requirements

Public Liability	$1,000,000.00
Excess Liability	$1,000,000.00

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation	Statutory Coverage (see attached)

7. Workers' Compensation Insurance

7.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

7.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

7.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

7.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

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

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

7.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

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

7.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

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

7.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

7.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist (e-mail: ysauer@co.jefferson.tx.us; phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 15-023/YS.

Scope

The intention of this Jefferson County Invitation for Bid (IFB) is to solicit bids for maintenance, repair, and emergency services of HVAC equipment for Ford Park for a term of one (1) year. Once a contract is awarded, the prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and continue with an option for up to four (4) one year renewals. Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County.

For information regarding bid submission requirements, please contact Yea-Mei Sauer, Contract Specialist, at 409-835-8593 or ysauer@co.jefferson.tx.us. For technical questions related to equipment and facilities, please contact Danny Broussard, Ford Park Operations Director, at 409-951-5425 or dbroussard@fordpark.com.

The contractor shall furnish all time, attention, skill, energy, labor, tools, materials and equipment necessary to accomplish maintenance, repair, and emergency repairs and services of HVAC equipment for Ford Park.

Contractor shall maintain offices separate from those of Jefferson County and Ford Park and shall bear all expenses and obligations incurred such as those for postage, administrative services, and communication fees.

Contractor shall act as an independent contractor and not as an employee or agent of Jefferson County or Ford Park. Contractor shall have no authority, expressed or implied, to commit or obligate Jefferson County or Ford Park in any manner whatsoever, except as specifically authorized from time to time in writing by an authorized representative of Jefferson County or Ford park. Such authorization may be general or specific. No partnership between Contractor and Jefferson County or Ford Park shall be construed.

Contract shall be subject to the presentation of a performance and payment bond acceptable to Jefferson County, as required by Texas law.

Contractor shall provide the following:

- **License and Permit Bond**
- **Comprehensive liability insurance, naming Jefferson County as Additional Insured.**
- **Copy of state license.**

Description

The contractor shall furnish and deliver HVAC maintenance, repair, and emergency services for various facilities at Ford Park. The facilities included in this contract are as follows:

- Central Plant
- Arena
- Pavilion
- Exhibit Hall
- Ball Fields

All equipment in each facility shall receive maintenance, repair, and emergency services as described in the table below: Annual inspection shall be conducted once per year. Quarterly inspection shall be conducted at three, six, and nine-month intervals following the annual inspection.

Equipment	Annual Inspection	Quarterly Inspection
Cooling towers	• Check condition of fill materials • Grease bearings • Replace belt and sent tension • Cycle control valves	• Grease bearings • Verify operation
Chillers	• Inspect all electrical connections • Brush condenser tubes • Clean coils (using water only) • Leaks test • Oil test • Performance test • Test motors	• Clean coil (using water only) • Check charge • Verify proper operation
Split units	• Clean coils • Check refrigerant charge • Inspect all electrical connections • Performance test • Test motors	• Clean coil (using water only) • Check charge • Verify proper operation
Air handler units	• Clean coils • Adjust or replace belts as needed • Clean drain pan & drain, add slim tab • Inspect duct • Verify control valve operations	• Check belts • Clean drains, add slim tab
Boilers	• Brush tubes • Check & balance gas and air mix • Performance test based on flue gas	• Verify proper operation
Pumps	• Lubricate and verify operation • Check pressure drop • Test motors	• Lubricate and verify operation

In addition to preventative maintenance of the equipment, Contractor shall provide the following:

- Contingency plans to provide service in the face of unexpected events such as power failure, fire, ice storms, hurricanes or acts of God that would preclude normal operations.
- 24-hour-per-day, 7-day-per-week service, with a two (2) hour response time.
- Scheduled and planned maintenance dates.
- Keep a record of scheduled maintenance.
- Record and report to Management any repairs needed.
- Make no repairs until signed permission is given by Management.
- Conduct refrigerant management.

Equipment

The equipment to be serviced under this contract consists of the following:

Equipment	Location
2 Chillers (Trane 750 tons) (1 not in commission)	Central Plant
1 Chiller (Trane 300 tons)	Central Plant
1 Chiller (30 ton)	Pavilion
3 Split units	Pavilion
3 Split units	Ball Fields
24 Air handler units - Trane M-Series Climate Changers	Arena
2 Boilers - 6,000,000 BTU's (Sellers)	Central Plant
2 Boilers - Small Lochinvar	Arena
6 Pumps	Central Plant
2 Hot water heaters	Arena
2 Cooling towers	Central Plant
4 DesChamps Air Handlers	Arena

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

Air Services Unlimited
Company Name

6470 Washington
Address

Beaumont Texas 77707
City State Zip

Richard Huff
Signature of Person Authorized to Sign

Richard Huff
Printed Name

Service Manager
Title

For clarification of this offer, contact:

Richard Huff
Name

409-842-4429 409-842-5270
Phone Fax

R.Huff@AirServicesUnlimited.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for HVAC Maintenance, Repair, and Emergency Services for Ford Park Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. IFB 15-023/YS, Term Contract for HVAC Maintenance, Repair, and Emergency Services for Ford Park. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Part I. Scheduled Maintenance

Description	Monthly Price	Annual Price
HVAC Maintenance for Ford park, as per bid specifications	$ 1958.33 Per month	$ 23,500.* Annually

Part II. Repair Labor Rates

Item	Description	Labor Charge Per Hour
1	Mechanic during working hours (Monday-Friday, 7:30 am to 5:00 pm)	$ 57.50 /hour
2	Apprentice Mechanic accompanying Mechanic during working hours (Monday-Friday, 7:30 am to 5:00 pm)	$ 35.00 /hour
3	Mechanic for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all day Saturday)	$ 86.25 /hour
4	Apprentice Mechanic accompanying Mechanic for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all day Saturday)	$ 52.50 /hour
5	Mechanic for emergency service on Sundays and Holidays	$ 86.25 /hour
6	Apprentice Mechanic accompanying Mechanic for emergency service on Sundays and Holidays	$ 52.50 /hour
7	Mechanic for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00 pm)	$ 86.25 /hour
8	Apprentice Mechanic accompanying a Mechanic for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00pm)	$ 52.50 /hour
9	Mechanic for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday-Friday 5:00 pm to 7:30 am, and all day Saturday)	$ 86.25 /hour
10	Apprentice Mechanic accompanying a Mechanic for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday–Friday 5:00 pm to 7:30 am, and all day Saturday)	$ 52.50 /hour
11	Mechanic for emergency disaster service relief during mandatory/voluntary County evacuation (Sundays and Holidays)	$ 86.25 /hour
12	Apprentice Mechanic accompanying a Mechanic for emergency disaster service during mandatory/ voluntary county evacuation (Sundays and Holidays)	$ 52.50 /hour

(Continued on Next Page)

Bid Form (Continued)

Part III. Parts, Equipment, etc. Discounts
Contractor shall be compensated at a fixed percentage over their cost.

Item	Description	Fixed Percentage Over Contractor's Cost
13	Parts with cost of $1,500.00 or less shall be furnished by Contractor 20 % (percent) markup	20 %
14	Equipment replacement chillers, boilers, direct expansion units, etc." for emergency replacement f.o.b job site at 15 %(percent)	15 %
15	Sub-contractor percentage mark-up	20 %
16	Materials, supplies, and/or equipment furnished by contractor shall be billed at _____% markup. Jefferson County reserves the right to request copies of invoices made to contractor from supplier including freight charges	20 %
17	Rental equipment furnished by contractor, with prior approval of the County, to be billed at _____% markup	20 %

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Scallon Controls

Address: _____

Contact Person and Title: Cathy Hyatt

Phone: _____ Fax: _____

Contract Period: 2015 Scope of Work: Maintenance & Service

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

Bidder Shall Return Completed Form with Offer.

Signature Page

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

Air Services Unlimited	
Bidder (Entity Name)	Signature
6470 Washington	Richard Haff
Street & Mailing Address	Print Name
Beaumont, Texas 77707	12-8-2015
City, State & Zip	Date Signed
409-842-4429	409-842-5270
Telephone Number	Fax Number

R-Huff@AirServicesUnlimited.com
E-mail Address

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity	
This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code. A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.	OFFICE USE ONLY
1. Name of person doing business with local governmental entity. ~~EDWARDS~~ Building EA 12-7-15	
2. ☐ Check this box is you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	
3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.	
4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.	

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

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

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

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

      ☐ Yes ☐ No

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

      ☐ Yes ☐ No

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

      ☐ Yes ☐ No

   D. Describe each affiliation or business relationship:

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

7.

_____ _____

Signature of person doing business with the governmental entity — Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

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

Richard Huff
Printed Name of Authorized Representative

Signature

Service Manager
Title

12-7-2015
Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: Air Services Unlimited HUB: p Yes p No

Address: 6470 Washington Beaumont Texas 77707
Street City State Zip

Phone (with area code): 409-842-4429 Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: $ 23,500.00

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

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

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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): Richard Huff

Title: Service Manager

Signature: [signature]

Date: 12-7-2015

E-mail address: R.Huff@AirServicesUnlimited.com

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

Name (print or type): Richard Huff

Title: Service Manager

Date: 12-7-2015

E-mail address: RiHuff@AirServicesUnlimited.com

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☑ I certify that Air Services Unlimited [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.):	27-2520575
Company Name submitting bid/proposal:	Air Services Unlimited
Mailing address:	P.O. Box 12631 Beaumont, Texas 77726
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**
036085-000/000800-00000	6470 Washington Beaumont, TX
700000-000/000852-00000	6470 Washington Beaumont TX

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF Texas COUNTY OF Jefferson

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

"I, Richard Huff (name) am a duly authorized officer of/agent for Air Services Unlimited (name of firm) and have been duly authorized to execute the foregoing on behalf of the said Air Services Unlimited (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: Air Services Unlimited - R. Huff
6470 Washington Blvd Beaumont, TX 77707
Fax: 409-842-5270 Telephone# 409-842-4429
by: Richard Huff (print name) Title: Service Manager
Signature:

SUBSCRIBED AND SWORN to before me by the above-named Richard Huff on this the 8 day of December, 2015.

CHRISTIN N BURROUGHS
My Commission Expires
June 3, 2018

Notary Public in and for the State of Texas

Bidder Shall Return Completed Form with Offer.

Jeff Co Purchasing
Dept

1001 Pearl 3rd
Floor

Air Services
Unlimited

Purchasing Agent

Bid No. IFB 15-023/1

HVAC Maintenance, Repair
& Emergency Services for
Ford Park

RECEIVED 10:10 AM DEC 08 2015

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE
Advertisement for Invitation for Bids

November 2, 2015

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 15-023/YS, Term Contract for HVAC Maintenance & Repair for Ford Park. **Specifications for this project may be obtained from the Jefferson County website, http://www.co.jefferson. tx.us, or by calling 409-835-8593.**

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

BID NAME:	**Term Contract for HVAC Maintenance, Repair, & Emergency Services for Ford Park**
BID NO:	**IFB 15-023/YS**
DUE DATE/TIME:	**11:00 AM CDT, Tuesday, December 8, 2015**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1001 Pearl Street, 3rd Floor** **Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, at 409-835-8593, ysauer@co.jefferson.tx.us.

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – November 4th and November 11th, 2015

IFB 15-023/YS
Term Contract for HVAC Maintenance, Repair, & Emergency Services for Ford Park
Bids due: 11:00 AM CDT, December 8, 2015

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

Instructions to Bidders

1. Bid Submission

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

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

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

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

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

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

2. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

3. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

4. Signatures

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

5. County Holidays – 2015:

January 1	Thursday	New Year's Day
January 19	Monday	Martin Luther King, Jr. Day
February 16	Monday	President's Day
April 3	Friday	Good Friday
May 25	Monday	Memorial Day
July 3	Friday	Independence Day
September 7	Monday	Labor Day
November 11	Wednesday	Veterans Day
November 26-27	Thursday-Friday	Thanksgiving
December 24-25	Thursday-Friday	Christmas

6. Rejection or Withdrawal

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

7. Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

8. Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

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

9. Contract

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

10. Waiver of Subrogation

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

11. Fiscal Funding

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

12. Bid Results

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

13. Changes and Addenda to Bid Documents

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

14. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

15. Delivery

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

16. Interpretation of Bid and/or Contract Documents

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

17. Currency

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

18. Pricing

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

19. Notice to Proceed/Purchase Order

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

20. Certification

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

- The submission of the offer did not involve collusion or other anti-competitive practices.

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

21. Definitions

"County" – Jefferson County, Texas.

"Contractor" – The bidder whose proposal is accepted by Jefferson County.

22. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

General Terms and Conditions of Bidding and Terms Of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

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

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

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

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

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

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

1.20 Vendor Registration: SAM (System for Award Management). Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status.

The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

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

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

2. Performance

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

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

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

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

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

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

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

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

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

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

2.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

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

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

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

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

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

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

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

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

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

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

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

4.9 Warranty. The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

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

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

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

2. Multiple Vendor Award

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

3. Delivery

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

4. Payment

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

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

5. Usage Reports

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

6. Insurance

The contractor (including any and all subcontractors as defined in Section 7.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.

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

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

Minimum Insurance Requirements

Public Liability	$1,000,000.00
Excess Liability	$1,000,000.00

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation	Statutory Coverage (see attached)

7. Workers' Compensation Insurance

7.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

7.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

7.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

7.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

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

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

7.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

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

7.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

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

7.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

7.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist (e-mail: ysauer@co.jefferson.tx.us; phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 15-023/YS.

Scope

The intention of this Jefferson County Invitation for Bid (IFB) is to solicit bids for maintenance, repair, and emergency services of HVAC equipment for Ford Park for a term of one (1) year. Once a contract is awarded, the prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and continue with an option for up to four (4) one year renewals. Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County.

For information regarding bid submission requirements, please contact Yea-Mei Sauer, Contract Specialist, at 409-835-8593 or ysauer@co.jefferson.tx.us. For technical questions related to equipment and facilities, please contact Danny Broussard, Ford Park Operations Director, at 409-951-5425 or dbroussard@fordpark.com.

The contractor shall furnish all time, attention, skill, energy, labor, tools, materials and equipment necessary to accomplish maintenance, repair, and emergency repairs and services of HVAC equipment for Ford Park.

Contractor shall maintain offices separate from those of Jefferson County and Ford Park and shall bear all expenses and obligations incurred such as those for postage, administrative services, and communication fees.

Contractor shall act as an independent contractor and not as an employee or agent of Jefferson County or Ford Park. Contractor shall have no authority, expressed or implied, to commit or obligate Jefferson County or Ford Park in any manner whatsoever, except as specifically authorized from time to time in writing by an authorized representative of Jefferson County or Ford park. Such authorization may be general or specific. No partnership between Contractor and Jefferson County or Ford Park shall be construed.

Contract shall be subject to the presentation of a performance and payment bond acceptable to Jefferson County, as required by Texas law.

Contractor shall provide the following:

- **License and Permit Bond**
- **Comprehensive liability insurance, naming Jefferson County as Additional Insured.**
- **Copy of state license.**

Description

The contractor shall furnish and deliver HVAC maintenance, repair, and emergency services for various facilities at Ford Park. The facilities included in this contract are as follows:

- Central Plant
- Arena
- Pavilion
- Exhibit Hall
- Ball Fields

All equipment in each facility shall receive maintenance, repair, and emergency services as described in the table below: Annual inspection shall be conducted once per year. Quarterly inspection shall be conducted at three, six, and nine-month intervals following the annual inspection.

Equipment	Annual Inspection	Quarterly Inspection
Cooling towers	• Check condition of fill materials • Grease bearings • Replace belt and sent tension • Cycle control valves	• Grease bearings • Verify operation
Chillers	• Inspect all electrical connections • Brush condenser tubes • Clean coils (using water only) • Leaks test • Oil test • Performance test • Test motors	• Clean coil (using water only) • Check charge • Verify proper operation
Split units	• Clean coils • Check refrigerant charge • Inspect all electrical connections • Performance test • Test motors	• Clean coil (using water only) • Check charge • Verify proper operation
Air handler units	• Clean coils • Adjust or replace belts as needed • Clean drain pan & drain, add slim tab • Inspect duct • Verify control valve operations	• Check belts • Clean drains, add slim tab
Boilers	• Brush tubes • Check & balance gas and air mix • Performance test based on flue gas	• Verify proper operation
Pumps	• Lubricate and verify operation • Check pressure drop • Test motors	• Lubricate and verify operation

In addition to preventative maintenance of the equipment, Contractor shall provide the following:

- Contingency plans to provide service in the face of unexpected events such as power failure, fire, ice storms, hurricanes or acts of God that would preclude normal operations.
- 24-hour-per-day, 7-day-per-week service, with a two (2) hour response time.
- Scheduled and planned maintenance dates.
- Keep a record of scheduled maintenance.
- Record and report to Management any repairs needed.
- Make no repairs until signed permission is given by Management.
- Conduct refrigerant management.

Equipment

The equipment to be serviced under this contract consists of the following:

Equipment	**Location**
2 Chillers (Trane 750 tons) (1 not in commission)	Central Plant
1 Chiller (Trane 300 tons)	Central Plant
1 Chiller (30 ton)	Pavilion
3 Split units	Pavilion
3 Split units	Ball Fields
24 Air handler units - Trane M-Series Climate Changers	Arena
2 Boilers - 6,000,000 BTU's (Sellers)	Central Plant
2 Boilers - Small Lochinvar	Arena
6 Pumps	Central Plant
2 Hot water heaters	Arena
2 Cooling towers	Central Plant
4 DesChamps Air Handlers	Arena

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

Alliance Mechanical Services
Company Name

P O Box 490
Address

Orangefield | TX | 77639
City | State | Zip

Signature of Person Authorized to Sign

Ed W. Granger
Printed Name

President
Title

For clarification of this offer, contact:

Ed W. Granger
Name

409-670-1292 | 409-883-8596
Phone | Fax

edgranger@alliancemechanicalsvc.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for HVAC Maintenance, Repair, and Emergency Services for Ford Park Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. IFB 15-023/YS, Term Contract for HVAC Maintenance, Repair, and Emergency Services for Ford Park. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Part I. Scheduled Maintenance

Description	Monthly Price	Annual Price
HVAC Maintenance for Ford park, as per bid specifications	$ 2,000.00 Per month	$ 24,000.00 Annually

Part II. Repair Labor Rates

Item	Description	Labor Charge Per Hour
1	Mechanic during working hours (Monday-Friday, 7:30 am to 5:00 pm)	$ 75.00 /hour
2	Apprentice Mechanic accompanying Mechanic during working hours (Monday-Friday, 7:30 am to 5:00 pm)	$ 65.00 /hour
3	Mechanic for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all day Saturday)	$ 112.50 /hour
4	Apprentice Mechanic accompanying Mechanic for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all day Saturday)	$ 97.50 /hour
5	Mechanic for emergency service on Sundays and Holidays	$ 130.00 /hour
6	Apprentice Mechanic accompanying Mechanic for emergency service on Sundays and Holidays	$ 120.00 /hour
7	Mechanic for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00 pm)	$ 120.00/hour
8	Apprentice Mechanic accompanying a Mechanic for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00pm)	$ 110.00 /hour
9	Mechanic for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday-Friday 5:00 pm to 7:30 am, and all day Saturday)	$ 175.00 /hour
10	Apprentice Mechanic accompanying a Mechanic for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday–Friday 5:00 pm to 7:30 am, and all day Saturday)	$ 150.00 /hour
11	Mechanic for emergency disaster service relief during mandatory/voluntary County evacuation (Sundays and Holidays)	$ 175.00 /hour
12	Apprentice Mechanic accompanying a Mechanic for emergency disaster service during mandatory/ voluntary county evacuation (Sundays and Holidays)	$ 150.00/hour

(Continued on Next Page)

Bid Form (Continued)

Part III. Parts, Equipment, etc. Discounts
Contractor shall be compensated at a fixed percentage over their cost.

Item	Description	Fixed Percentage Over Contractor's Cost
13	Parts with cost of $1,500.00 or less shall be furnished by Contractor 30 % (percent) markup	30 %
14	Equipment replacement chillers, boilers, direct expansion units, etc." for emergency replacement f.o.b job site at 25 %(percent)	25 %
15	Sub-contractor percentage mark-up	20 %
16	Materials, supplies, and/or equipment furnished by contractor shall be billed at 30 % markup. Jefferson County reserves the right to request copies of invoices made to contractor from supplier including freight charges	30 %
17	Rental equipment furnished by contractor, with prior approval of the County, to be billed at 20 % markup	20 %

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: City of Orange

Address: P O Box 520 Orange, TX 77631

Contact Person and Title: Jim Wolf, Director of Public Works

Phone: 409-883-1023 Fax: 409-883-1965

Contract Period: 9/11 Scope of Work: HVAC installation & service

REFERENCE TWO

Government/Company Name: Evadale ISD

Address: P O Box 497 Evadale, TX 77615

Contact Person and Title: Shannon Adams, Director of Maintenance

Phone: 409-276-1337 Fax: 409-276-1908

Contract Period: 07/08 Scope of Work: HVAC installation & service

REFERENCE THREE

Government/Company Name: Hull-Daisetta ISD

Address: 117 N. Main Daisetta, TX 77533

Contact Person and Title: Mary Huckabay, Superintendent

Phone: 936-536-6321 Fax: 936-536-6251

Contract Period: 10/10 Scope of Work: HVAC installation & service

Bidder Shall Return Completed Form with Offer.

Signature Page

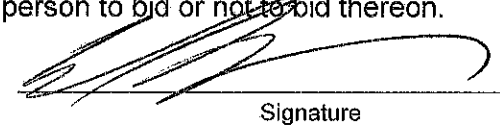
As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the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

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

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

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

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

Alliance Mechanical Service	
Bidder (Entity Name)	Signature
P O Box 490	Ed W Granger
Street & Mailing Address	Print Name
Orangefield, TX 77639	12-7-15
City, State & Zip	Date Signed
409-670-1292	409-883-8596
Telephone Number	Fax Number
edgranger@alliancemechanicalsvc.com	
E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity	
This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code. A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.	OFFICE USE ONLY
1. Name of person doing business with local governmental entity.	
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	

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

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

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

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

      ☐ Yes ☐ No

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

      ☐ Yes ☐ No

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

      ☐ Yes ☐ No

   D. Describe each affiliation or business relationship:

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

   NONE

7.

_____ _____

Signature of person doing business with the governmental entity — Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

☐ Yes ☐ No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

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

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

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

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

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

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

Printed Name of Authorized Representative	Signature
Title	Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

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

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Ed Granger

Title: President

Signature: [signature]

Date: 12-7-15

E-mail address: edgranger@allieduomechanical.com

We do not use subs for this contract

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☒ I certify that Alliance Mechanical Services [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.):	26-0309610
Company Name submitting bid/proposal:	Alliance Mechanical Services
Mailing address:	P O Box 490 Orangefield, TX 77639
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF Texas COUNTY OF Orange

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

on this day personally appeared Ed W. Granger (name), who

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

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

for Alliance Mechanical Services (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Alliance Mechanical Services (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: Ed. W. Granger, Alliance Mechanical Services

P.O. Box 490 Orangefield, TX 77639

Fax: 409-883-8596 Telephone# 409-670-1292

by: Ed W. Granger (print name) Title: President

Signature:

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the 7th day of December, 2015.

SUZANNE GRAHAM
Notary Public, State of Texas
My Commission Expires
August 18, 2016

Notary Public in and for
the State of TX

Bidder Shall Return Completed Form with Offer.

Alliance Mechanical Services
P O Box 490
Orangefield, TX 77639

RECEIVED 10:07 AM DEC 08 2015

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

Bid Name: Term Contract for HVAC Maintenance, Repair, & Emergency Services for Ford Park

Bid No.. IFB 15-023/YS

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE
Advertisement for Invitation for Bids

November 2, 2015

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 15-023/YS, Term Contract for HVAC Maintenance & Repair for Ford Park. **Specifications for this project may be obtained from the Jefferson County website, http://www.co.jefferson. tx.us, or by calling 409-835-8593.**

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

BID NAME:	**Term Contract for HVAC Maintenance, Repair, & Emergency Services for Ford Park**
BID NO:	**IFB 15-023/YS**
DUE DATE/TIME:	**11:00 AM CDT, Tuesday, December 8, 2015**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1001 Pearl Street, 3rd Floor Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, at 409-835-8593, ysauer@co.jefferson.tx.us.

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah Clark

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – November 4th and November 11th, 2015

IFB 15-023/YS
Term Contract for HVAC Maintenance, Repair, & Emergency Services for Ford Park
Bids due: 11:00 AM CDT, December 8, 2015

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

Instructions to Bidders

1. **Bid Submission**

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

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

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

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

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

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

2. **Courthouse Security**

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

3. **Preparation of Bids**

The bid shall be legibly printed in ink or typed.

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

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

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

4. **Signatures**

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

5. **County Holidays -- 2015:**

January 1	Thursday	New Year's Day
January 19	Monday	Martin Luther King, Jr. Day
February 16	Monday	President's Day
April 3	Friday	Good Friday
May 25	Monday	Memorial Day
July 3	Friday	Independence Day
September 7	Monday	Labor Day
November 11	Wednesday	Veterans Day
November 26-27	Thursday-Friday	Thanksgiving
December 24-25	Thursday-Friday	Christmas

6. **Rejection or Withdrawal**

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

7. **Emergency/Declared Disaster Requirements**

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

8. **Award**

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

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

9. **Contract**

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

10. **Waiver of Subrogation**

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

11. Fiscal Funding

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

12. Bid Results

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

13. Changes and Addenda to Bid Documents

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

14. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

15. Delivery

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

16. Interpretation of Bid and/or Contract Documents

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

17. Currency

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

18. Pricing

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

19. Notice to Proceed/Purchase Order

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

20. Certification

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

- The submission of the offer did not involve collusion or other anti-competitive practices.

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

21. Definitions

"County" – Jefferson County, Texas.

"Contractor" – The bidder whose proposal is accepted by Jefferson County.

22. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

General Terms and Conditions of Bidding and Terms Of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

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

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

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

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

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

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

1.20 Vendor Registration: SAM (System for Award Management). Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status.

The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

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

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

2. **Performance**

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

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

2.3 **Delivery Location.** All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

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

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

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

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

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

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

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

2.11 **Patents and Copyrights.** The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

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

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

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

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

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

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

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

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

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

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

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

4.9 **Warranty.** The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

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

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. **Bid Requirement**

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

2. **Multiple Vendor Award**

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

3. **Delivery**

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

4. **Payment**

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

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

5. **Usage Reports**

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

6. **Insurance**

   The contractor (including any and all subcontractors as defined in Section 7.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

   All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.

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

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

Minimum Insurance Requirements

Public Liability	$1,000,000.00
Excess Liability	$1,000,000.00

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation	Statutory Coverage (see attached)

7. Workers' Compensation Insurance

7.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

7.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

7.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

7.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

7.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

7.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

7.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

7.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

7.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

7.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

7.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

7.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 7.1. – 7.7., with the certificates of coverage to be provided to the person for whom they are providing services.

7.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

7.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist (e-mail: ysauer@co.jefferson.tx.us; phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 15-023/YS.

Scope

The intention of this Jefferson County Invitation for Bid (IFB) is to solicit bids for maintenance, repair, and emergency services of HVAC equipment for Ford Park for a term of one (1) year. Once a contract is awarded, the prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and continue with an option for up to four (4) one year renewals. Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County.

For information regarding bid submission requirements, please contact Yea-Mei Sauer, Contract Specialist, at 409-835-8593 or ysauer@co.jefferson.tx.us. For technical questions related to equipment and facilities, please contact Danny Broussard, Ford Park Operations Director, at 409-951-5425 or dbroussard@fordpark.com.

The contractor shall furnish all time, attention, skill, energy, labor, tools, materials and equipment necessary to accomplish maintenance, repair, and emergency repairs and services of HVAC equipment for Ford Park.

Contractor shall maintain offices separate from those of Jefferson County and Ford Park and shall bear all expenses and obligations incurred such as those for postage, administrative services, and communication fees.

Contractor shall act as an independent contractor and not as an employee or agent of Jefferson County or Ford Park. Contractor shall have no authority, expressed or implied, to commit or obligate Jefferson County or Ford Park in any manner whatsoever, except as specifically authorized from time to time in writing by an authorized representative of Jefferson County or Ford park. Such authorization may be general or specific. No partnership between Contractor and Jefferson County or Ford Park shall be construed.

Contract shall be subject to the presentation of a performance and payment bond acceptable to Jefferson County, as required by Texas law.

Contractor shall provide the following:

- **License and Permit Bond**
- **Comprehensive liability insurance, naming Jefferson County as Additional Insured.**
- **Copy of state license.**

Description

The contractor shall furnish and deliver HVAC maintenance, repair, and emergency services for various facilities at Ford Park. The facilities included in this contract are as follows:

- Central Plant
- Arena
- Pavilion
- Exhibit Hall
- Ball Fields

All equipment in each facility shall receive maintenance, repair, and emergency services as described in the table below: Annual inspection shall be conducted once per year. Quarterly inspection shall be conducted at three, six, and nine-month intervals following the annual inspection.

Equipment	Annual Inspection	Quarterly Inspection
Cooling towers	• Check condition of fill materials • Grease bearings • Replace belt and sent tension • Cycle control valves	• Grease bearings • Verify operation
Chillers	• Inspect all electrical connections • Brush condenser tubes • Clean coils (using water only) • Leaks test • Oil test • Performance test • Test motors	• Clean coil (using water only) • Check charge • Verify proper operation
Split units	• Clean coils • Check refrigerant charge • Inspect all electrical connections • Performance test • Test motors	• Clean coil (using water only) • Check charge • Verify proper operation
Air handler units	• Clean coils • Adjust or replace belts as needed • Clean drain pan & drain, add slim tab • Inspect duct • Verify control valve operations	• Check belts • Clean drains, add slim tab
Boilers	• Brush tubes • Check & balance gas and air mix • Performance test based on flue gas	• Verify proper operation
Pumps	• Lubricate and verify operation • Check pressure drop • Test motors	• Lubricate and verify operation

In addition to preventative maintenance of the equipment, Contractor shall provide the following:

- Contingency plans to provide service in the face of unexpected events such as power failure, fire, ice storms, hurricanes or acts of God that would preclude normal operations.
- 24-hour-per-day, 7-day-per-week service, with a two (2) hour response time.
- Scheduled and planned maintenance dates.
- Keep a record of scheduled maintenance.
- Record and report to Management any repairs needed.
- Make no repairs until signed permission is given by Management.
- Conduct refrigerant management.

Equipment

The equipment to be serviced under this contract consists of the following:

Equipment	Location
2 Chillers (Trane 750 tons) (1 not in commission)	Central Plant
1 Chiller (Trane 300 tons)	Central Plant
1 Chiller (30 ton)	Pavilion
3 Split units	Pavilion
3 Split units	Ball Fields
24 Air handler units - Trane M-Series Climate Changers	Arena
2 Boilers - 6,000,000 BTU's (Sellers)	Central Plant
2 Boilers - Small Lochinvar	Arena
6 Pumps	Central Plant
2 Hot water heaters	Arena
2 Cooling towers	Central Plant
4 DesChamps Air Handlers	Arena

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): 0, Zero, ____, ____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Caldwell Mechanical Contractors DWC
Company Name

For clarification of this offer, contact:

3121 Country Club Rd.
Address

Steve David
Name

Lake Charles LA 70605
City State Zip

337-477-0097 / 337-478-1122
Phone Fax

Signature of Person Authorized to Sign

dima@calmech.net
E-mail

Ray J. Blanchard, Jr
Printed Name

President
Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for HVAC Maintenance, Repair, and Emergency Services for Ford Park Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 15-023/YS, Term Contract for HVAC Maintenance, Repair, and Emergency Services for Ford Park. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Part I. Scheduled Maintenance

Description	Monthly Price	Annual Price
HVAC Maintenance for Ford park, as per bid specifications	$1977.08 Per month	$23725.00 Annually

Part II. Repair Labor Rates

Item	Description	Labor Charge Per Hour
1	Mechanic during working hours (Monday-Friday, 7:30 am to 5:00 pm)	$85.00 /hour
2	Apprentice Mechanic accompanying Mechanic during working hours (Monday-Friday, 7:30 am to 5:00 pm)	$75.00 /hour
3	Mechanic for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all day Saturday)	$127.50 /hour
4	Apprentice Mechanic accompanying Mechanic for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all day Saturday)	$112.50 /hour
5	Mechanic for emergency service on Sundays and Holidays	$127.50 /hour
6	Apprentice Mechanic accompanying Mechanic for emergency service on Sundays and Holidays	$112.50 /hour
7	Mechanic for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00 pm)	$85.00 /hour
8	Apprentice Mechanic accompanying a Mechanic for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00pm)	$75.00 /hour
9	Mechanic for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday-Friday 5:00 pm to 7:30 am, and all day Saturday)	$127.50 /hour
10	Apprentice Mechanic accompanying a Mechanic for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday–Friday 5:00 pm to 7:30 am, and all day Saturday)	$112.50 /hour
11	Mechanic for emergency disaster service relief during mandatory/voluntary County evacuation (Sundays and Holidays)	$127.50 /hour
12	Apprentice Mechanic accompanying a Mechanic for emergency disaster service during mandatory/ voluntary county evacuation (Sundays and Holidays)	$112.50 /hour

(Continued on Next Page)

Bid Form (Continued)

Part III. Parts, Equipment, etc. Discounts
Contractor shall be compensated at a fixed percentage over their cost.

Item	Description	Fixed Percentage Over Contractor's Cost
13	Parts with cost of $1,500.00 or less shall be furnished by Contractor 25 % (percent) markup	25 %
14	Equipment replacement chillers, boilers, direct expansion units, etc." for emergency replacement f.o.b job site at 15 %(percent)	15 %
15	Sub-contractor percentage mark-up	15 %
16	Materials, supplies, and/or equipment furnished by contractor shall be billed at 20 % markup. Jefferson County reserves the right to request copies of invoices made to contractor from supplier including freight charges	20 %
17	Rental equipment furnished by contractor, with prior approval of the County, to be billed at 10 % markup	10 %

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Third Circuit Court of Appeals

Address: 1000 Main St., Lake Charles, LA

Contact Person and Title: Joe Wilks - Maintenance Supervisor

Phone: 337-493-3009 Fax: 337-491-2590

Contract Period: on-going Scope of Work: HVAC - PM Contract

REFERENCE TWO

Government/Company Name: Dept of Public Safety - DMV

Address: 951 Main St., Lake Charles, LA

Contact Person and Title: Natalie Faulk - Office Manager

Phone: 337-491-2530 Fax: 337-491-2102

Contract Period: on-going Scope of Work: HVAC - PM Contract

REFERENCE THREE

Government/Company Name: Lake Charles Housing Authority

Address: 800 Bilbo St., Lake Charles, LA

Contact Person and Title: Barbara Office Manager

Phone: 337-439-4189 Fax: 337-439-1309

Contract Period: on-going Scope of Work: HVAC - PM Contract

Bidder Shall Return Completed Form with Offer.

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... **Yes** ☒ **No** ☐

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

CALCASIEU MECHANICAL Contractors, Inc.
Bidder (Entity Name)

Signature

3121 Country Club Rd.
Street & Mailing Address

Ray J. Blanchard, JR
Print Name

Lake Charles, LA 70605
City, State & Zip

12-8-2015
Date Signed

337-477-0097
Telephone Number

337-478-1122
Fax Number

Jim@CALMECH.net
E-mail Address

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.

A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

1. Name of person doing business with local governmental entity.
   Ray S Blanchard, JR
   Crescent Mechanical Contractors, Inc

2. ☐ Check this box is you are filing an update to a previously filed questionnaire.

   (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

   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

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

   This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

   A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

      ☐ Yes ☐ No

   B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

      ☐ Yes ☐ No

   C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

      ☐ Yes ☐ No

   D. Describe each affiliation or business relationship.

N/A

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

N/A

7.

Signature of person doing business with the governmental entity

12-8-2015

Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded). ☐ Yes ☒ No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

☐ Yes	☒ No	1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
☐ Yes	☒ No	2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
☐ Yes	☒ No	3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?
☐ Yes	☒ No	4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?
☐ Yes	☒ No	5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
☒ Yes	☐ No	6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.** WE DO ALL WORK IN HOUSE.

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.

RAY J BLANCHARD, JR
Printed Name of Authorized Representative

Signature

President
Title

12-8-2015
Date

Bidder Shall Return Completed Form with Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded). ☐ Yes ☒ No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/ Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: Calcasieu Mechanical Contractors, Inc HUB: p Yes p No

Address: 3121 Country Club Rd Lake Charles LA 70605
Street City State Zip

Phone (with area code): 337-477-0097 Fax (with area code): 337-478-1122

Project Title & No.: _____

Prime Contract Amount: $23,725.00

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): N/A

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: _____

Ray J Blanchard, Jr — Printed Name of Contractor Representative

Signature of Representative

12-8-20 — Date

_____ — Printed Name of HUB

Signature of Representative

Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded). ☐ Yes ☒ No

Prime Contractor: Calcasieu Mechanical Contractors, Inc HUB: ☐ Yes ☒ No

HUB Status (Gender & Ethnicity): White Male

Address: 3121 Country Club Rd Lake Charles, LA 70605
Street City State Zip

Phone (with area code): 337-477-0097 Fax (with area code): 337-478-1122

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $ 23,725.00 Total HUB Subcontract(s): $ 0

Construction HUB Goals: 12.8% MBE:: 0 % 12.6% WBE: 0 %

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: N/A

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☒ Other: WE DO ALL WORK OURSELVES.

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: N/A

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: N/A

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): N/A Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street N/A 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): Ray J Blanchard, Jr

Title: President

Signature: _____

Date: 12-8-2015

E-mail address: Jim@Calmech.net

Contact person that will be in charge of invoicing for this project:

Name (print or type): Shelly Dowden

Title: Service Coordinator

Date: 12-8-2015

E-mail address: Shelly@Calmech.net

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☒ I certify that Calcasieu Mechanical Contractors Inc [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Lake Charles Louisiana (city and state).

Taxpayer Identification Number (T.I.N.):	72-113-8815
Company Name submitting bid/proposal:	Calcasieu Mechanical Contractors Inc.
Mailing address:	PO Box 7728 Lake Charles LA 70606
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	N/A

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
	None

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Louisiana COUNTY OF Calcasieu

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Louisiana on this day personally appeared Ray J Blanchard, JR (name), who after being by me duly sworn, did depose and say:

"I, Ray J Blanchard, JR (name) am a duly authorized officer of/agent for Calcasieu Mechanical Contractors, Inc (name of firm) and have been duly authorized to execute the foregoing on behalf of the said Calcasieu Mechanical Contractors, 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: Ray J Blanchard, JR, Calcasieu Mechanical Contractors, Inc 3121 Country Club Rd Lake Charles LA 70605

Fax: 337-478-1127 Telephone# 337 478

by: Ray J Blanchard, JR (print name) Title: President

Signature:

SUBSCRIBED AND SWORN to before me by the above-named Ray J. Blanchard, Jr, president on this the 8th day of December, 2015.

Andrea D. Blanchard #13870
Notary Public in and for the State of Louisiana
Andrea D. Blanchard

ANDREA D. BLANCHARD NOTARY PUBLIC ID NO. 13870 CALCASIEU PARISH, LA

Bidder Shall Return Completed Form with Offer.

Client#: 69189 CALCA5

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/08/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Sheila Brewer
Regions Ins Inc - Lake Charles 422 E. College St. Lake Charles, LA 70605 337 478-6730	PHONE (A/C, No, Ext): 337 478-6730 FAX (A/C, No): (337) 474-3086 E-MAIL ADDRESS: sheila.brewer@regions.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Calcasieu Mechanical Contractors Inc 3121 Country Club Road Lake Charles, LA 70605	INSURER A: Phoenix Insurance Company	25623
	INSURER B: Travelers Property & Casualty	36161
	INSURER C: Luba Casualty Insurance Company	12472
	INSURER D: AGCS Marine Insurance Company	22837
	INSURER E: Charter Oak Fire Insurance Comp	25615
	INSURER F: Colony Insurance Company	39993

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X PD Ded:2,500 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X	X	CO9486R392	10/01/2015	10/01/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $300,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $
E	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X	X	BA9486R392	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			CUP9486R392	10/01/2015	10/01/2016	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	28000019971115	10/01/2015	10/01/2016	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	Rented/Leased			SML93053925	10/01/2015	10/01/2016	$110,000	
D	Installation Fltr			SML93053925	10/01/2015	10/01/2016	$150,000 (Bldrs Risk)	
F	Pollution			CPL301797	10/01/2015	10/01/2016	$1,000,000 Occ	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is an Additional Insured and a Waiver of Subrogation applies as required by written Contract subject to policy terms & conditions

CERTIFICATE HOLDER

Jefferson County Purchasing Department
1001 Pearl Street, 3rd Floor
Beaumont, TX 77701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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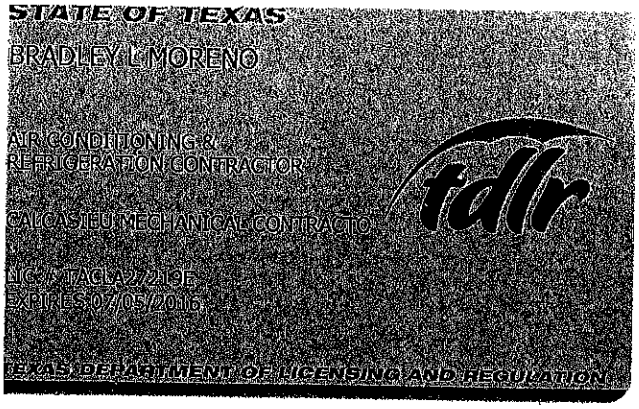
RCARL


STATE OF TEXAS
BRADLEY L MORENO
AIR CONDITIONING &
REFRIGERATION CONTRACTOR
CALCASIEU MECHANICAL CONTRACTO
LIC # TACLA27219E
EXPIRES 07/05/2016
tdlr
TEXAS DEPARTMENT OF LICENSING AND REGULATION

CALCASIEU MECHANICAL CONTRACTORS, INC.
3121 Country Club Road
P.O. Box 7728 (70606)
LAKE CHARLES, LOUISIANA 70605

TO: Jefferson County Purchasing, Dept
1001 Pearl Street, 3rd Floor
Beaumont, Texas 77701

THANK YOU FOR YOUR BUSINESS

Bid No. IFB 15-023/45

Term Contract for HVAC Maintenance, Repair & Emergency Services for Ford Park

Sealed Bid

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s):_____,_____,_____,_____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Industrial Commercial Mechanical
Company Name

4445 Westpark Avenue
Address

Beaumont	**Texas**	**77705**
City	State	Zip

K-D leep
Signature of Person Authorized to Sign

Kevin Sleeper
Printed Name

General Manager; ICM
Title

For clarification of this offer, contact:

Kevin Sleeper
Name

409 842 3737	**409 842 3738**
Phone	Fax

ksleeper@ic-mechanical.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for HVAC Maintenance, Repair, and Emergency Services for Ford Park Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 15-023/YS, Term Contract for HVAC Maintenance, Repair, and Emergency Services for Ford Park. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Part I. Scheduled Maintenance

Description	Monthly Price	Annual Price
HVAC Maintenance for Ford park, as per bid specifications	$1,652.00 Per month	$19,824.00 Annually

Part II. Repair Labor Rates

Item	Description	Labor Charge Per Hour
1	Mechanic during working hours (Monday-Friday, 7:30 am to 5:00 pm)	$ 69.00 /hour
2	Apprentice Mechanic accompanying Mechanic during working hours (Monday-Friday, 7:30 am to 5:00 pm)	$58.00 /hour
3	Mechanic for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all day Saturday)	$93.00 /hour
4	Apprentice Mechanic accompanying Mechanic for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all day Saturday)	$83.00 /hour
5	Mechanic for emergency service on Sundays and Holidays	$115.00 /hour
6	Apprentice Mechanic accompanying Mechanic for emergency service on Sundays and Holidays	$103.00 /hour
7	Mechanic for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00 pm)	$93.00 /hour
8	Apprentice Mechanic accompanying a Mechanic for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00pm)	$83.00 /hour
9	Mechanic for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday-Friday 5:00 pm to 7:30 am, and all day Saturday)	$93.00 /hour
10	Apprentice Mechanic accompanying a Mechanic for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday–Friday 5:00 pm to 7:30 am, and all day Saturday)	$83.00 /hour
11	Mechanic for emergency disaster service relief during mandatory/voluntary County evacuation (Sundays and Holidays)	$115.00 /hour
12	Apprentice Mechanic accompanying a Mechanic for emergency disaster service during mandatory/ voluntary county evacuation (Sundays and Holidays)	$103.00 /hour

(Continued on Next Page)

Bid Form (Continued)

Part III. Parts, Equipment, etc. Discounts
Contractor shall be compensated at a fixed percentage over their cost.

Item	Description	Fixed Percentage Over Contractor's Cost
13	Parts with cost of $1,500.00 or less shall be furnished by Contractor_____% (percent) markup	25 %
14	Equipment replacement chillers, boilers, direct expansion units, etc." for emergency replacement f.o.b job site at_____%(percent)	20 %
15	Sub-contractor percentage mark-up	10 %
16	Materials, supplies, and/or equipment furnished by contractor shall be billed at _____% markup. Jefferson County reserves the right to request copies of invoices made to contractor from supplier including freight charges	25 %
17	Rental equipment furnished by contractor, with prior approval of the County, to be billed at_____% markup	12 %

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Port Arthur ISD

Address: 4801 9th Avenue Port Arthur TX 77642

Contact Person and Title: Greg Brugman – Maintenance Superintendent

Phone: 409-460-2133 Fax: _____

Contract Period: _____ Scope of Work: HVAC Maintenance/Service

REFERENCE TWO

Government/Company Name: Lamar University

Address: 4400 S. MLK Jr. Parkway Beaumont TX 77710

Contact Person and Title: Tom Griffin – Maintenance Superintendent

Phone: 409-790-0911 Fax: _____

Contract Period: _____ Scope of Work: HVAC Maintenance & Service

REFERENCE THREE

Government/Company Name: Jefferson County Correctional Facility

Address: 5030 Hwy 69 South Beaumont TX 77705

Contact Person and Title: Trent Mattison – Maintenance Supervisor

Phone: 409-726-2556 Fax: _____

Contract Period: _____ Scope of Work: HVAC & AC Service

Bidder Shall Return Completed Form with Offer.

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... **Yes** [X] **No** [ ]

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Industrial Commercial Mechanical	K. Sleeper
Bidder (Entity Name)	Signature
4445 Westpark	**Kevin Sleeper**
Street & Mailing Address	Print Name
Beaumont Texas 77705	11/7/15
City, State & Zip	Date Signed
409-842-3737	**409-842-3738**
Telephone Number	Fax Number
ksleeper@ic-mechanical.com	
E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.

A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

1. Name of person doing business with local governmental entity.

   NOT APPLICABLE – NONE

2. ☐ Check this box is you are filing an update to a previously filed questionnaire.

   (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

2. 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.

   NOT APPLICABLE - NONE

3. 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.

   NOT APPLICABLE - NONE

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.) **NO CONFLICT**

   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.

   NONE

7.

K D [illegible]
Signature of person doing business with the governmental entity

12/8/15
Date

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded). ☐ Yes ☒ No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

☐ Yes	☑ No	1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
☐ Yes	☑ No	2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
☐ Yes	☑ No	3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?
☐ Yes	☑ No	4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?
☐ Yes	☑ No	5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
☑ Yes	☐ No	6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.** ICM SELF PERFORMS

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.

KEVIN SLEEPER
Printed Name of Authorized Representative

K Dlm
Signature

VICE PRESIDENT
Title

11/7/15
Date

Bidder Shall Return Completed Form with Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded). ☐ Yes ☒ No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/ Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: ☐ Yes ☐ No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ○ Tx. Bldg & Procurement Comm. ○ Jefferson County ○ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____ _____ _____
Printed Name of Contractor Representative Signature of Representative Date

_____ _____ _____
Printed Name of HUB Signature of Representative Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded). ☐ Yes ☒ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _

Project Title & No.: _____ IFB/RFP No.: _

Total Contract: $_____ Total HUB Subcontract(s): $_____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _

Phone (with area code): _____ Fax (with area code): _

Proposed Subcontract Amount: $_____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _

Phone (with area code): _____ Fax (with area code): _

Proposed Subcontract Amount: $_____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _

Phone (with area code): _____ Fax (with area code): _

Proposed Subcontract Amount: $_____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☑ Other: Industrial Commercial Mechanical Performs entire contract

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☒ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _

Phone (with area code): _____ Fax (with area code): _

Proposed Subcontract Amount: $_____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _

Phone (with area code): _____ Fax (with area code): _

Proposed Subcontract Amount: $_____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _

Phone (with area code): _____ Fax (with area code): _

Proposed Subcontract Amount: $_____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _

Phone (with area code): _____ Fax (with area code): _

Proposed Subcontract Amount: $_____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): - KEVIN SLEEPER

Title: - VICE PRESIDENT

Signature: - K. Sleeper

Date: - 12/7/15

E-mail address: - ksleeper@eic-mechanical.com

Contact person that will be in charge of invoicing for this project:

Name (print or type): - MARY WILSON

Title: - BILLING COORDINATOR

Date: - 12/7/15

E-mail address: - mwilson@eic-mechanical.com

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☑ I certify that **Industrial Commercial Mechanical** [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.):	**45-4656598**
Company Name submitting bid/proposal:	**Industrial Commercial Mechanical**
Mailing address:	**4445 Westpark Avenue Beaumont Texas 77705**
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**
067530-000/002000-00000	4445 Westpark Avenue, Beaumont TX 77705

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Texas COUNTY OF Jefferson

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas.,

on this day personally appeared Kevin Sleeper (name), who

after being by me duly sworn, did depose and say:

"I, **Kevin Sleeper**

(name) am a duly authorized officer of/agent

for **Industrial Commercial Mechanical** and have been duly authorized to

(name of firm) execute the

foregoing on behalf of the said **Industrial Commercial Mechanical**

I. **Kevin Sleeper**

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: **Industrial Commercial Mechanical** 4445 Westpark Avenue
Beaumont Texas 77705

Fax: 409-842-3738 Telephone# 409-842-3737

by: Kevin Sleeper (print name) Title: General Manager

Signature: K Dlee

SUBSCRIBED AND SWORN to before me by the above-named Kevin Sleeper on

this the 8th day of December, 2015.

Carrie Sarver
Notary Public in and for
the State of Texas.

CARRIE SARVER
Notary Public State of Texas
NOTARY ID 1073594-8
COMMISSION EXPIRES
JULY 3, 2018

Bidder Shall Return Completed Form with Offer.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/3/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Christina Stafford
Gulf Coast Insurance Agency PO Box 7750 Beaumont TX 77726	PHONE (A/C, No, Ext): (409) 924-3302 FAX (A/C, No): (409) 924-3302 E-MAIL ADDRESS: cs1@gcia-tx.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : James River Insurance Company	12203
INSURER B : Liberty Mutual Insurance Company	23043
INSURER C : Texas Mutual Insurance Co.	22945
INSURER D : Alterra Excess & Surplus Ins. Co.	33189
INSURER E :	
INSURER F :	

INSURED
Industrial & Commercial Mechanical, LLC
4445 Westpark Ave.
Beaumont TX 77705

COVERAGES CERTIFICATE NUMBER: Master 2015/2016 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			00052325-2	3/8/2015	3/8/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits Liability	$ 1,000,000 $ 50,000 $ EXCLUDED $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			BA1040584	3/8/2015	3/8/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
D	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			MAXA3EC5000071315	3/8/2015	3/8/2016	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001235662- TX WC420304A- LA	3/8/2015 3/8/2015	3/8/2016 3/8/2016	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Jefferson County
1149 Pearl Street
Beaumont, TX 77701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

George Haynes/CMS

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FROM

Industrial & Commercial Mechanical, LLC.
4445 Westpark Avenue
Beaumont, Texas 77705

TO

BID NAME:	Term Contract for HVAC Maintenance, Repair, & Emergency Services for Ford Park
BID NO:	IFB 15-023/YS
DUE DATE/TIME:	11:00 AM CDT, Tuesday, December 8, 2015
MAIL OR DELIVER TO:	Jefferson County Purchasing Department 1001 Pearl Street, 3rd Floor Beaumont, Texas 77701

RECEIVED 09:01 AM DEC 08 2015

Meets Standard / Presort U.S. postal regulations

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Johnson Controls, Inc.
Company Name

4683 College Street
Address

Beaumont | Texas | 77707
City | State | Zip

Dal W. Badgett
Signature of Person Authorized to Sign

Dal W Badgett
Printed Name

Branch Service Manager
Title

For clarification of this offer, contact:

John Post
Name

409-730-2574 | 409-840-5258
Phone | Fax
409-291-6131 (cell)

John.W.Post@jci.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for HVAC Maintenance, Repair, and Emergency Services for Ford Park Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 15-023/YS, Term Contract for HVAC Maintenance, Repair, and Emergency Services for Ford Park. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Part I. Scheduled Maintenance

Description	Monthly Price	Annual Price
HVAC Maintenance for Ford park, as per bid specifications	$ 3,226.50 Per month	$ 38,718.00 Annually

THIS PROPOSAL PRICED PER Buyboard Agreement #458-14

Part II. Repair Labor Rates

Item	Description	Labor Charge Per Hour
1	Mechanic during working hours (Monday-Friday, 7:30 am to 5:00 pm)	$ 85.00 /hour
2	Apprentice Mechanic accompanying Mechanic during working hours (Monday-Friday, 7:30 am to 5:00 pm)	$ 65.00 /hour
3	Mechanic for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all day Saturday)	$ 127.50 /hour
4	Apprentice Mechanic accompanying Mechanic for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all day Saturday)	$ 97.50 /hour
5	Mechanic for emergency service on Sundays and Holidays	$ 170.00 /hour
6	Apprentice Mechanic accompanying Mechanic for emergency service on Sundays and Holidays	$ 130.00 /hour
7	Mechanic for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00 pm)	$ 85.00 /hour
8	Apprentice Mechanic accompanying a Mechanic for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00pm)	$ 65.00 /hour
9	Mechanic for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday-Friday 5:00 pm to 7:30 am, and all day Saturday)	$ 127.50 /hour
10	Apprentice Mechanic accompanying a Mechanic for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday–Friday 5:00 pm to 7:30 am, and all day Saturday)	$ 97.50 /hour
11	Mechanic for emergency disaster service relief during mandatory/voluntary County evacuation (Sundays and Holidays)	$ 170.00 /hour
12	Apprentice Mechanic accompanying a Mechanic for emergency disaster service during mandatory/ voluntary county evacuation (Sundays and Holidays)	$ 136.00 /hour

(Continued on Next Page)

Bid Form (Continued)

Part III. Parts, Equipment, etc. Discounts
Contractor shall be compensated at a fixed percentage over their cost.

Item	Description	Fixed Percentage Over Contractor's Cost
13	Parts with cost of $1,500.00 or less shall be furnished by Contractor _____ % (percent) markup	15 %
14	Equipment replacement chillers, boilers, direct expansion units, etc." for emergency replacement f.o.b job site at _____%(percent)	-50 % MLP less 50%
15	Sub-contractor percentage mark-up	15 %
16	Materials, supplies, and/or equipment furnished by contractor shall be billed at _____% markup. Jefferson County reserves the right to request copies of invoices made to contractor from supplier including freight charges	15 %
17	Rental equipment furnished by contractor, with prior approval of the County, to be billed at _____% markup	15 %

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: City of Beaumont

Address: City Hall, 801 Main, Suite 320, Beaumont, Texas 77701

Contact Person and Title: Laura Clark, Chief Financial Officer

Phone: 409-880-3089 Fax: 409-880-3132

Contract Period: 10/2013 - 9/2020 Scope of Work: Water Meter Retrofit and Leak Detection

REFERENCE TWO

Government/Company Name: Federal Correction Complex (FCC)

Address: 4550 Hebert Road, Beaumont, Texas 77705

Contact Person and Title: Ricki Miller rgmiller@bop.gov

Phone: 409-727-8187 Fax: 409-720-5000

Contract Period: 2011-2021 Scope of Work: Energy Savings Performance Contract

REFERENCE THREE

Government/Company Name: E.I. DuPont De Nemours

Address: 3055 FM 1006, Orange, Texas 77630

Contact Person and Title: Perry Nelms, Site Contract Administrator

Phone: 409-886-9441 Fax: 866-398-8661

Contract Period: 1995-Current Scope of Work: HVAC Plant Wide Maintenance, Repair, Replace, and IAQ.

Bidder Shall Return Completed Form with Offer.

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... **Yes** ☒ **No** ☐

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Johnson Controls, Inc Bidder (Entity Name)	Dal W. Badgett Signature
41683 College Street Street & Mailing Address	Dal W. Badgett Print Name
Beaumont, Texas 77707 City, State & Zip	12-7-2015 Date Signed
409-730-2576 Telephone Number	409-840-5258 Fax Number
Dal.W.Badgett@jci.com E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.

A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

1. Name of person doing business with local governmental entity.

Not Applicable

2. ☐ Check this box is you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

   This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

   A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

      ☐ Yes ☐ No

   B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

      ☐ Yes ☐ No

   C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

      ☐ Yes ☐ No

   D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7.

Not Applicable — Signature of person doing business with the governmental entity

12-7-15 — Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded). ☐ Yes ☒ No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

☐ Yes	☒ No	1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
☐ Yes	☒ No	2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
☐ Yes	☒ No	3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?
☐ Yes	☒ No	4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?
☐ Yes	☒ No	5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
☐ Yes	☒ No	6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid. If necessary, please use a separate sheet to answer the above questions.

DAL W BADGETT
Printed Name of Authorized Representative

Dal W. Badgett
Signature

Service Manager
Title

12-7-2015
Date

Johnson Controls self-performs all work. Johnson Controls seeks opportunities to purchase goods from HUBs.

Bidder Shall Return Completed Form with Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded). ☐ Yes ☒ No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/ Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded). ☐ Yes ☒ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $ _____ Total HUB Subcontract(s): $ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☒ Other: Johnson Controls Self-Performs all work

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☒ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required.** I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): Dal W. Badgett

Title: Branch Service Manager

Signature: Dal W Badgett

Date: 12-7-2015

E-mail address: Dal.W.Badgett@jci.com

Contact person that will be in charge of invoicing for this project:

Name (print or type): Andrea Havard

Title: Customer Service Agent

Date: 12-7-15

E-mail address: Andrea.M.Havard@jci.com

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☒ I certify that Johnson Controls [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.):	39-0380010
Company Name submitting bid/proposal:	Johnson Controls, Inc.
Mailing address:	4683 College Street, Beaumont Texas 77707
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Texas COUNTY OF Jefferson

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,

on this day personally appeared Dal W. Badgett (name), who

after being by me duly sworn, did depose and say:

"I, Dal. W. Badgett (name) am a duly authorized officer of/agent

for Johnson Controls, Inc (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Johnson Controls, 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: Johnson Controls, Inc

4683 College Street, Beaumont Texas 77707

Fax: 409-840-5258 Telephone# 409-730-2576

by: Dal W. Badgett (print name) Title: Branch Service Manager

Signature: Dal W Badgett

SUBSCRIBED AND SWORN to before me by the above-named

Dal W. Badgett on

this the 7th day of December, 2015.

CYNTHIA J ODOM NOTARY PUBLIC STATE OF TEXAS EXPIRES 9-19-2017

Cynthia J. Odom

Notary Public in and for

the State of Texas

Bidder Shall Return Completed Form with Offer.

4689 College Street, Beaumont Texas 77707
Phone (409) 840-5256 Fax (409) 840-5258

Johnson Controls

June 12, 2015

Jefferson County Purchasing Department
1001 Pearl Street, 3rd Floor
Beaumont, Texas 77701

Attention: Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Reference: Term Contract for HVAC Capital Equipment, Services and Supplies for Jefferson County Disaster Relief IFB 15-012/YS

Dear Ms. Clark and Whom It May Concern:

Johnson Controls appreciates the opportunity and consideration to provide equipment and services to Jefferson County.

Johnson Controls will self-perform work described in the referenced invitation to bid. Johnson Controls is a global leader in delivering integrated control systems, mechanical equipment, services and solutions designed to improve the comfort, safety and energy efficiency of buildings and properties spanning over its entire lifecycle.

Johnson Controls, through its own forces, or through subcontractors, designs, manufactures, installs, services, operates and maintains mechanical and electrical systems (both those made by Johnson Controls and its competitors) that control energy use, heating, ventilating, air conditioning, lighting, and security and fire management for non-residential buildings

Supplier Diversity

Johnson Controls is dedicated to working collaboratively with historically underutilized suppliers to strengthen our supply chain and expand our business base. In 2009, we increased the number of diverse suppliers from 300 to over 420, representing more than 50 product and service categories.

Our annual spend with diverse suppliers reached $1.65 Billion in 2008. For the sixth consecutive year, Johnson Controls was named to the Billion Dollar Roundtable as one of 16 corporations worldwide that spend more than $1Billion annually with women-and minority-owned suppliers.

Johnson Controls

We hope you find value in partnering with Johnson Controls and sincerely appreciate the opportunity to serve the needs of Jefferson County.

Please do not hesitate to contact us should you have any questions or further needs.

Sincerely,

Johnson Controls Management Team
Beaumont, Texas Branch Office

D. W. Badgett – Branch Service Manager
John Post – Branch Customer Service Agent

YORK PRODUCTS/SERVICES

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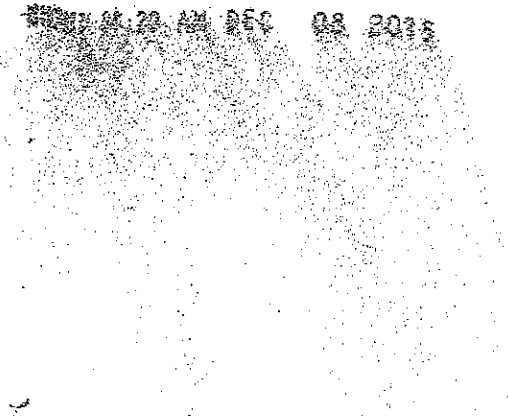
Johnson Controls, Inc
4683 College Street
Beaumont, Texas 77707

Jefferson County Purchasing Department
1001 Pearl Street, 3rd Floor
Beaumont, Texas 77701
Attn: Deborah Clark
Bid No: IFB 15-023/YS
Bid Name: Term Contract for HVAC Maintenance, Repair, + Emergency Services for Ford Park

Bid Due: Dec 8TH



Way Service, Ltd.

JEFFERSON COUNTY, TEXAS

INVITATION FOR BIDS:
TERM CONTRACT FOR HVAC MAINTENANCE, REPAIR, & EMERGENCY SERVICES FOR FORD PARK

BID NO: IFB 15-023/YS

COMPANY INFO

5308 Ashbrook Dr.
Houston, TX 77081

WayService.com
(713) 512-9900

CONTACT

John Riekert
GM/VP - Way Service, Ltd.

jriekert@wayservice.com
(713) 512-9814

Description

The contractor shall furnish and deliver HVAC maintenance, repair, and emergency services for various facilities at Ford Park. The facilities included in this contract are as follows:

- Central Plant
- Arena
- Pavilion
- Exhibit Hall
- Ball Fields

All equipment in each facility shall receive maintenance, repair, and emergency services as described in the table below: Annual inspection shall be conducted once per year. Quarterly inspection shall be conducted at three, six, and nine-month intervals following the annual inspection.

Equipment	Annual Inspection	Quarterly Inspection
Cooling towers	• Check condition of fill materials • Grease bearings • Replace belt and sent tension • Cycle control valves	• Grease bearings • Verify operation
Chillers	• Inspect all electrical connections • Brush condenser tubes • Clean coils (using water only) • Leaks test • Oil test • Performance test • Test motors	• Clean coil (using water only) • Check charge • Verify proper operation
Split units	• Clean coils • Check refrigerant charge • Inspect all electrical connections • Performance test • Test motors	• Clean coil (using water only) • Check charge • Verify proper operation
Air handler units	• Clean coils • Adjust or replace belts as needed • Clean drain pan & drain, add slim tab • Inspect duct • Verify control valve operations	• Check belts • Clean drains, add slim tab
Boilers	• Brush tubes • Check & balance gas and air mix • Performance test based on flue gas	• Verify proper operation
Pumps	• Lubricate and verify operation • Check pressure drop • Test motors	• Lubricate and verify operation

In addition to preventative maintenance of the equipment, Contractor shall provide the following:

- Contingency plans to provide service in the face of unexpected events such as power failure, fire, ice storms, hurricanes or acts of God that would preclude normal operations.
- 24-hour-per-day, 7-day-per-week service, with a two (2) hour response time.
- Scheduled and planned maintenance dates.
- Keep a record of scheduled maintenance.
- Record and report to Management any repairs needed.
- Make no repairs until signed permission is given by Management.
- Conduct refrigerant management.

Equipment

The equipment to be serviced under this contract consists of the following:

Equipment	Location
2 Chillers (Trane 750 tons) (1 not in commission)	Central Plant
1 Chiller (Trane 300 tons)	Central Plant
1 Chiller (30 ton)	Pavilion
3 Split units	Pavilion
3 Split units	Ball Fields
24 Air handler units - Trane M-Series Climate Changers	Arena
2 Boilers - 6,000,000 BTU's (Sellers)	Central Plant
2 Boilers - Small Lochinvar	Arena
6 Pumps	Central Plant
2 Hot water heaters	Arena
2 Cooling towers	Central Plant
4 DesChamps Air Handlers	Arena

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): ____, ____, ____, ____, ____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

WAY SERVICE
Company Name

1091 N MAIN
Address

VIDOR TEXAS
City State Zip

Signature of Person Authorized to Sign

Robert Boyd
Printed Name

Service Manager
Title

For clarification of this offer, contact:

Martin Edwards
Name

409-617-9226
Phone Fax

MEdwards@WAYSERVICE.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for HVAC Maintenance, Repair, and Emergency Services for Ford Park Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 15-023/YS, Term Contract for HVAC Maintenance, Repair, and Emergency Services for Ford Park. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Part I. Scheduled Maintenance

Description	Monthly Price	Annual Price
HVAC Maintenance for Ford park, as per bid specifications	$ 32,624 Per month	$ 2,718,66 Annually

Part II. Repair Labor Rates

Item	Description	Labor Charge Per Hour
1	Mechanic during working hours (Monday-Friday, 7:30 am to 5:00 pm)	$ 94,00 /hour
2	Apprentice Mechanic accompanying Mechanic during working hours (Monday-Friday, 7:30 am to 5:00 pm)	$ 94,00 /hour
3	Mechanic for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all day Saturday)	$ 94,00 /hour
4	Apprentice Mechanic accompanying Mechanic for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all day Saturday)	$ 94,00 /hour
5	Mechanic for emergency service on Sundays and Holidays	$ 94,00 /hour
6	Apprentice Mechanic accompanying Mechanic for emergency service on Sundays and Holidays	$ 94,00 /hour
7	Mechanic for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00 pm)	$ 94,00 /hour
8	Apprentice Mechanic accompanying a Mechanic for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00pm)	$ 94,00 /hour
9	Mechanic for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday-Friday 5:00 pm to 7:30 am, and all day Saturday)	$ 94,00 /hour
10	Apprentice Mechanic accompanying a Mechanic for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday–Friday 5:00 pm to 7:30 am, and all day Saturday)	$ 94,00 /hour
11	Mechanic for emergency disaster service relief during mandatory/voluntary County evacuation (Sundays and Holidays)	$ 94,00 /hour
12	Apprentice Mechanic accompanying a Mechanic for emergency disaster service during mandatory/ voluntary county evacuation (Sundays and Holidays)	$ 94,00 /hour

(Continued on Next Page)

Bid Form (Continued)

Part III. Parts, Equipment, etc. Discounts
Contractor shall be compensated at a fixed percentage over their cost.

Item	Description	Fixed Percentage Over Contractor's Cost
13	Parts with cost of $1,500.00 or less shall be furnished by Contractor _____ % (percent) markup	32 %
14	Equipment replacement chillers, boilers, direct expansion units, etc." for emergency replacement f.o.b job site at _____%(percent)	35 %
15	Sub-contractor percentage mark-up	25 %
16	Materials, supplies, and/or equipment furnished by contractor shall be billed at _____% markup. Jefferson County reserves the right to request copies of invoices made to contractor from supplier including freight charges	32 %
17	Rental equipment furnished by contractor, with prior approval of the County, to be billed at _____% markup	25 %

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Mustang Tractor & Equipment Co.

Address: 12800 Northwest Freeway, Houston, TX 77040

Contact Person and Title: Joan Thomas

Phone: (713) 460-2000 Fax:

Contract Period: Active Scope of Work: Maintenance

REFERENCE TWO

Government/Company Name: Liberty County

Address: 1923 Sam Houston, Liberty, TX 77575

Contact Person and Title: Craig McNair (Superintendent)

Phone: (936) 336-4665 Fax:

Contract Period: Active Scope of Work: Energy Savings Performance

REFERENCE THREE

Government/Company Name: Core Laboratories

Address: 12800 Northwest Freeway, Houston, TX 77040

Contact Person and Title: Jay Brockett

Phone: (713) 328-2673 Fax:

Contract Period: Active Scope of Work: Maintenance

Bidder Shall Return Completed Form with Offer.

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... **Yes** ☐ **No** ☑

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

WAY SERVICE Bidder (Entity Name)	 Signature
1091 N Main Street & Mailing Address	Robert Boyd Print Name
Vidor, TX City, State & Zip	12-7-2015 Date Signed
409-769-1872 Telephone Number	409-769-0506 Fax Number

MEdwards@WAYSERVICE.com
E-mail Address

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.

A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

N/A

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.

N/A

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

N/A

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

   This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

   A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

      ☐ Yes ☐ No

   B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

      ☐ Yes ☐ No 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:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

   N/A

7.

   N/A

   _____ _____

   Signature of person doing business with the governmental entity — Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded). ☑ Yes ☑ No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

☐ Yes ☐ No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

☐ Yes ☐ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

☐ Yes ☐ No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

☐ Yes ☐ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

☐ Yes ☐ No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

☐ Yes ☐ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid. If necessary, please use a separate sheet to answer the above questions.

Printed Name of Authorized Representative	Signature
Title	Date

Bidder Shall Return Completed Form with Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded). ☐ Yes ☑ No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/ Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____ _____ _____
Printed Name of Contractor Representative Signature of Representative Date

_____ _____ _____
Printed Name of HUB Signature of Representative Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded). ☐ Yes ☑ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $ _____ Total HUB Subcontract(s): $ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

N/A

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

N/A

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☐ Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☐ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

N/A

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☑ I certify that WAY SERVICE [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.):	74-1917168
Company Name submitting bid/proposal:	WAY SERVICE
Mailing address:	1091 N MAIN - Vidor, Tx
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/03/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. ATTN: RAFFLES - FAX 248-945-5650 ONE TOWNE SQUARE, SUITE 1100 SOUTHFIELD, MI 48076 00082 -00082-WSL-15/16	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED WAY SERVICE LTD. 5308 ASHBROOK HOUSTON, TX 77081	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : American Zurich Insurance Company — 40142 INSURER B : Zurich American Insurance Company — 16535 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** CHI-006481869-01 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY	X		GLO6510165-24	04/01/2015	04/01/2016	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	X		BAP3486706-12	04/01/2015	04/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC6510164-24	04/01/2015	04/01/2016	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is included as an additional insured for general liability and auto liability as required by written contract or written agreement, per policy terms and conditions. Workers' Compensation does not apply to monopolistic states (ND, OH, WA, and WY), Puerto Rico or the Virgin Islands.

CERTIFICATE HOLDER

Ford Park
Jefferson County
5115 Interstate 10 South
Beaumont, TX 77705

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

John C Hurley

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WAY SERVICE

10:50AM 12/7/15

Bid # IFB 15-023/YS

Term Contract

Ford Park

HVAC

Jefferson County

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

1001 Pearl Street, 3rd Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

AMENDMENT IV TO CONTRACT

December 1, 2015

Member's Building Maintenance
11363 Denton Dr., # 127
Dallas, TX 75229
Attention: Mr. Eddie Kang

Dear Mr. Kang:

This letter will serve as Amendment IV (four) to contract IFB 13-013/JW, Term Contract for Janitorial Services for Jefferson County.

Amendment IV (four) will change the service cost of $10,688.60 annually to $13,384.80 annually due to the increase from 11,350 square feet of the old Public Health Department facility to 14, 300 square feet of the new Public Health Department facility.

Service Location	Unit Price Per Visit	Extended Weekly Price	Weeks Per Year	Extended Annual Total
Annex II – Public Health Dept **246 Dallas Ave., Port Arthur** Mon-Fri, 4:00 pm–11:00 pm Floors: 1; Elevators: 0 Square feet: 14,300 To be serviced: 5 days/week	$51.48	$257.40	52	$13,384.80

Please sign below, and return to Yea-Mei Sauer, Contract Specialist via email at:
ysauer@co.jefferson.tx.us

Member's Building Maintenance — Date: 12/03/2015

Jeff R. Branick
Jefferson County Judge — Date: December 14, 2015

ATTEST
DATE 12/14/15

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

JACK BROOKS REGIONAL AIRPORT
RUNWAY 12-30 RECONSTRUCTION
AIP NO. 3-48-0018-031-2015

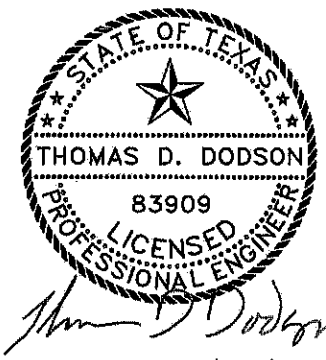
JEFFERSON COUNTY COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS
Jefferson County Project 15-017/JW

Garver Project Number 14121507

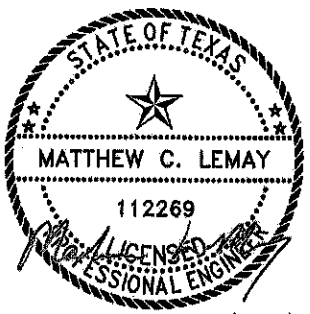
July 2015

JACK BROOKS REGIONAL AIRPORT
RUNWAY 12-30 RECONSTRUCTION
AIP NO. 3-48-0018-031-2015

JEFFERSON COUNTY COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS
Jefferson County Project 15-017/JW



7/08/2015



7/08/2015

GARVER

TEXAS REGISTERED ENGINEERING FIRM F-5713

Garver Project Number 14121507

July 2015

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T-905 Topsoiling

SECTION A
ADVERTISEMENT AND INVITATION TO BID

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, County Purchasing Agent

1001 Pearl Street, 3rd Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

July 13, 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) **15-017/JW**, Runway 12-30 Reconstruction at Jack Brooks Regional Airport with an original and three (3) copies to the Jefferson County Purchasing Agent, 1001 Pearl Street, 3rd Floor, Beaumont, Texas 77701, no later than 11:00 AM CDT, August 18, 2015. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

Specifications and plans are available for download at no cost. Documents can be obtained from CivCast website at www.CivCastUSA.com. Project ID is: BPT_15-017/JW.

A Pre-Bid Conference will be held on Thursday, August 6, 2015, at 11:00 AM CDT. The conference will be held in the Jack Brooks Regional Airport Commercial Terminal Media Room, 6000 Air Line Dr. Beaumont, Texas 77705. This conference will be bidder's only opportunity to view secured areas of the project.

The County shall require the bidder to furnish a bid security in the amount of five percent (5%) of the total contract cost. The bid bond must be executed with a surety company authorized to do business in the State of Texas. Within ten (10) days after the date of the signing of a contract, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars ($100,000). If the contract is for one hundred thousand dollars ($100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

All bidders and proposers shall make good faith efforts, as defined by Appendix A of 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to subcontract a minimum of 7.57% of the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE).

Jefferson County reserves the right to reject any or all bids, to waive irregularities in the bids and bidding deemed to be in the best interests of Jefferson County, and to reject nonconforming, nonresponsive, or conditional bids.
Bids will remain in effect for **ninety (90) calendar days** after the bid opening date.

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at email: jwest@co.jefferson.tx.us or phone: 409-835-8693.

All Bids shall be submitted to the Jefferson County Purchasing Agent in a sealed envelope marked:

BID NAME:	**Runway 12-30 Reconstruction at Jack Brooks Regional Airport**
BID NO:	**15-017/JW**
DUE DATE/TIME:	**August 18, 2015/11:00 AM CDT**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1001 Pearl Street, 3rd Floor** **Beaumont, Texas 77701**

Sincerely,

Deborah Clark

Deborah L. Clark
Purchasing Agent

Publish: Beaumont Enterprise, & Port Arthur News – July 15 and July 22, 2015

SECTION B
INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID

Each bid must be submitted on the prescribed form (Proposal) and Unit Price Schedule(s). All blank spaces must be filled in legibly with ink. All blank spaces for bid prices on the Unit Price Schedules must be filled in and the extended total for each item shall be entered in figures only. If the unit price and the extended total of any item are not in agreement, the unit price shall govern and the extended total is corrected to conform thereto. Erasures or other corrections on the Proposal form or Unit Price Schedules shall be initialed by the signer of the bid. All bids must be signed in ink by an individual authorized to bind the Bidder. All bids must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the Proposal by the Bidder.

There is a base bid unit price schedule. Bidders must submit proposals on both schedules. Bidders must quote on all items within a specific schedule; failure to do so may disqualify the bid.

There must be a bid on all items that may appear on the Unit Price Schedule(s). No bid will be considered which covers only a part of the work. A conditional bid will not be considered.

The Proposal and Unit Price Schedule(s) shall not be detached, but shall be submitted in the original binding as furnished by the Engineer. Submission must be at the place, and at or prior to the time specified in the Advertisement for Bids.

Each bid must be submitted in a sealed envelope clearly marked on the outside that it contains a bid for **Runway 12-30 Reconstruction** and with the time and date of bid opening shown thereon. The name, address, and Texas Contractor's License Number of the Bidder shall appear in the upper left-hand corner of the envelope. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope.

A bid that obviously is unbalanced may be rejected.

2. INTERPRETATIONS AND ADDENDA

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to Garver, 11111 Katy Freeway, Suite 910, Houston, Tx 77079. Any inquiry received within 5 business days before the opening of bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the contract Documents, and when issued, will be on file in the office of the Engineer at least twenty-four (24) hours before bids are opened. In addition, all Addenda will be posted to the same website the bid packages can be downloaded from, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

3. INSPECTION OF SITE

Each Bidder shall visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and shall fully inform himself as the facilities involved, and the difficulties and restrictions attending the performance of the Contract. The Bidder shall thoroughly examine and familiarize himself with the Plans, Technical Specifications, and other Contract Documents. The Contractor by the execution of the Contract shall not be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing, and the Owner will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

4. BID GUARANTY

The bids must be accompanied by a Bid Guaranty, which shall not be less than five percent (5%), of the amount of the bid. At the option of the Bidder, the guaranty may be a certified check, or may be a Bid Bond substantially in the form attached. No bid will be considered unless it is accompanied by the required guaranty. Certified check must be payable to the order of Jack Brooks Regional Airport. Cash deposits will not be accepted. The Bid Guaranty shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

Certified check, or Bid Bonds, of unsuccessful Bidders, will be returned upon request as soon as feasible after the opening of the bids.

5. COLLUSION; SUBCONTRACTS

A Bidder submitting a Proposal to the Owner for the work contemplated by the Documents on which bidding is based shall not collude with any other person, firm, or corporation in regard to any bid submitted.

Before executing any subcontract, the successful Bidder shall submit the name of any proposed Subcontractor for prior approval of the Owner.

6. STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall submit, on the form furnished for that purpose (a copy of which is included in the Contract Documents), a statement of the Bidder's qualifications, his experience record in construction of work similar to that which here is involved, and his organization and equipment available for the work contemplated; and when specifically requested by the Owner, a detailed financial statement. The Owner 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 the Owner 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 evidence or information does not satisfy the Owner that the Bidder is qualified to carry out properly the terms of the Contract.

7. BALANCED BIDS; VARIATIONS IN QUANTITIES

The lump sum price and unit price for each of the several items in the Proposal of each Bidder shall be balanced and shall include its pro rata share of overhead.

The Owner shall have the right to increase or decrease the extent of the work, to change the location or gradient, or the dimensions of any part of the work, provided that the length of the improvement is not increased or decreased in excess of twenty-five percent (25%) of the length as determined by the Contract, or that the quantities of work to be done or the materials to be furnished are not increased or decreased in money value in excess of twenty-five percent (25%) of the total as determined by the Contract. Such changes shall not be considered as a waiver of any conditions of the Contract nor invalidate any of the provisions thereof. The Contractor shall perform the work as increased or decreased within the qualifying limits named and no allowance will be made for anticipated profits or increases or decreases so incurred. Change in length or in money value, within the twenty-five percent (25%) limits set out, shall not be cause for adjustment of any lump sum or unit price. Changes in items of work covered by unit prices and/or lump sum prices, within the twenty-five percent (25%) limits set out, shall not be cause for adjustment of any other (non-involved) lump sum or unit price.

Increases or decreases in items of work, and the cost thereof, shall be done in accordance with the Section entitled, SECTION 40-02 under GENERAL CONDITIONS.

8. TIME FOR RECEIVING BIDS

A bid received prior to the advertised hour of opening will be kept securely, and will remain sealed until the hour of opening. The officer whose duty it is to open them will decide when the specified time has arrived, and any bid received subsequent to that time will be returned unopened.

9. OPENING OF BIDS

At the time and place fixed for the opening of bids, the Owner will cause the bids to be opened and publicly read aloud, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative. Bid qualification may be evaluated before and/or after the bid opening, at the Owner's discretion.

10. WITHDRAWAL OF BIDS

Bids may be withdrawn on written request if the request is received prior to the time fixed for the opening of bids.

11. AWARD OF CONTRACT; REJECTION OF BIDS

The Contract will be awarded to the responsible Bidder submitting the lowest total bid complying with the conditions of the Advertisement for Bids and other parts of these Contract Documents. Proposals will be evaluated on the basis of cost, the Bidder's financial responsibility, performance responsibility, technical feasibility, his equipment, and his past performance in completing similar work. The Bidder to whom the award is made will be notified at the earliest possible date, but not later than sixty (60) days after the opening of bids. The Owner, however, reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in its interests.

The Owner reserves the right to consider as unqualified to do the work any Bidder who does not habitually perform with his own forces the major portions of such work as is involved in construction of these improvements.

12. EXECUTION OF AGREEMENT; PERFORMANCE AND PAYMENT BOND

Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Owner an Agreement in the form included in the Contract Documents in such number of copies as the Owner may require.

Having satisfied all conditions of award as set forth elsewhere in these Documents, the successful Bidder shall, within the period specified above, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature, including utility and transportation services employed or used by him in performing the work. Such bond shall be as included in the Contract Documents and shall bear the same date as, or a date subsequent to, that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond.

The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the Owner may grant, based upon reasons determined sufficient by the Owner, shall constitute a default, and the Owner may either award the Contract to the next lowest responsible Bidder or readvertise for bids.

13. BONDS AND INSURANCE

Bids must be accompanied by a bid security made payable to Jefferson County in the amount of five percent (5%) of the maximum bid price provided, including alternatives. Bid security may be by certified check, money order, or Bid bond issued by a surety.

All companies furnishing Bid Bonds and Performance Bonds shall furnish evidence of being on the U.S. Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Texas.

14. CONTRACTOR'S LIABILITY INSURANCE REQUIREMENTS

The Bidder shall provide with the Proposal a listing of both automobile and personal liability insurance coverage currently in force, along with a copy of a Certificate of Insurance as verification of that coverage. In addition, the Bidder shall provide a statement of premium cost issued by the agent or insurance carrier for that coverage.

In the event the Owner determines that the low Bidder's coverage in force is inadequate, the Owner may require the low Bidder to procure additional coverage in amounts specified by the Owner. The cost of premiums for such additional coverage shall be paid by the Owner in the form of a reimbursement under the contract.

In the event the lower Bidder is unable, after diligent effort, to procure such additional coverage as may be required by the Owner, the Owner shall provide such additional coverage, naming the Contractor as insured or, at the option of the Owner, reduce the amount of additional coverage required or waive any requirement for additional coverage.

15. THIRD PARTY COVERAGE

The Contractor shall provide insurance coverage for the Engineer and the Owner as indicated in the Supplemental Conditions for Jefferson County, attached herein.

16. SIGNATORY AND CONTRACT SUBMITTALS

The Contract Documents call for all Bidders, and for the awarded Contractor, to complete and/or submit information concerning equal employment opportunity, quality control, labor items, etc. Following is a list of the items that each Bidder on the project must complete/submit with the sealed bid:

- Bid Bond
- Proposal (all pages including Unit Price Schedule)
- Statement of Bidder's Qualifications
- List of Proposed Subcontractors
- Current Automobile and Liability Insurance Coverage

The following is a list of completed forms/submittals that the apparent low Bidder will be required to complete before execution and award of the contract:

- Contract (all pages)
- Performance Bond
- Payment Bond
- Certificates of Insurance and Insurance Policies
- Third Party Insurance

The following is a list of completed forms/submittals that the awarded Contractor will be required to submit

before construction begins:

- Safety Plan Compliance Document
- Construction Schedule

Additional certifications and submittals will be required for construction materials and other items in the technical specifications.

17. LEGAL QUALIFICATIONS

All Bidders, in order to submit a bonafide Proposal, must comply with the applicable terms of the State of Texas and be certified to do business in the State of Texas.

18. MODIFICATION OF BID

No modification of any bid already submitted will be considered unless such modification is received prior to the hour set for opening for bids.

END OF INSTRUCTIONS TO BIDDERS

SECTION C
BID FORM AND PROPOSAL

PROPOSAL

Place BEAUMONT, TEXAS

Date AUGUST 18, 2015

Proposal of ALLCO,

a corporation organized and existing under the laws of the State of TEXAS,

or

Proposal of _____,

a partnership consisting of _____

or

Proposal of _____,

an individual doing business as _____,

To: Jack Brooks Regional Airport

This bid results from your advertisement for bids for the construction of the **Runway 12-30 Reconstruction.**

The undersigned Bidder, having visited the site of the work, having examined the Plans, Specifications, and other Contract Documents including all Addenda, and being familiar with all of the conditions relating to the construction of the proposed project, hereby agrees to comply with all other conditions or requirements set forth in the Plans, Specifications, and other Contract Documents, and further proposes to; furnish all material, supplies, equipment, and appliances; to furnish all labor, tools, equipment and incidentals to complete the work in accordance with the Plans, Specifications, and other Contract Documents at and for the lump sum and unit prices proposed in the attached Bid Form(s).

The undersigned Bidder agrees to begin work within ten (10) calendar days after the issuance by, or on behalf of, the Owner of a "Work Order" or "Notice to Proceed" (except as modified in accordance with the GENERAL FAA PROVISIONS of these Contract Documents). Should the work fail to be completed within the time herein stated, the Contractor shall pay to the Owner, as fixed and agreed liquidated damages, and not as a penalty, the sum, for each day of delay until the work is completed and accepted, as stipulated in GENERAL FAA PROVISIONS of these Contract Documents. It is understood that additional time for the completion of the project is to be allowed only for delays as stipulated in GENERAL FAA PROVISIONS of these Contract Documents.

List of Plans

Drawing No.	Title
G-101	COVER SHEET
G-102	SHEET INDEX & GENERAL NOTES
G-103	SUMMARY OF QUANTITIES
G-201	SURVEY CONTROL PLAN
G-202	PROJECT LAYOUT
G-301	SURVEY & PHASING PLAN - OVERALL
G-302	SAFETY & PHASING DETAILS
G-401	SWPPP LAYOUT
G-402	SWPPP DETAILS

Drawing No.	Title
G-403	SWPPP NOTES
C-001	TYPICAL SECTIONS AND PAVEMENT DETAILS
C-002	DEMOLITION PLAN
C-101	RUNWAY 12-30 PAVING PLAN & PROFILE
C-201	RUNWAY 12-30 JOINT PLAN I
C-202	RUNWAY 12-30 JOINT PLAN II
C-203	JOINT DETAILS
C-301	MARKING REMOVAL PLAN I – ADDITIVE ALTERNATE 1
C-401	MARKING LAYOUT PLAN I – ADDITIVE ALTERNATE 1
C-402	MARKING LAYOUT PLAN II – ADDITIVE ALTERNATE 1
C-403	MARKING LAYOUT PLAN III – BASE BID AND ADDITIVE ALTERNATE 1
C-404	MARKING DETAILS
E-001	ELECTRICAL LEGEND AND NOTES
E-101	LIGHTING REMOVAL PLAN I
E-102	LIGHTING REMOVAL PLAN II
E-103	LIGHTING REMOVAL PLAN III – ADDITIVE ALTERNATE 2
E-104	LIGHTING REMOVAL PLAN IV – ADDITIVE ALTERNATE 2
E-105	LIGHTING REMOVAL PLAN V – ADDITIVE ALTERNATE 2
E-106	LIGHTING REMOVAL PLAN VI – ADDITIVE ALTERNATE 2
E-107	LIGHTING REMOVAL PLAN VII – ADDITIVE ALTERNATE 2
E-108	LIGHTING REMOVAL PLAN VIII – ADDITIVE ALTERNATE 2
E-201	LIGHTING INSTALLATION PLAN I
E-202	LIGHTING INSTALLATION PLAN II
E-203	LIGHTING INSTALLATION PLAN III – ADDITIVE ALTERNATE 2
E-204	LIGHTING INSTALLATION PLAN IV – ADDITIVE ALTERNATE 2
E-205	LIGHTING INSTALLATION PLAN V – ADDITIVE ALTERNATE 2
E-206	LIGHTING INSTALLATION PLAN VI – ADDITIVE ALTERNATE 2
E-207	LIGHTING INSTALLATION PLAN VII – ADDITIVE ALTERNATE 2
E-208	LIGHTING INSTALLATION PLAN VIII – ADDITIVE ALTERNATE 2
E-501	ELECTRICAL DETAILS I
E-502	ELECTRICAL DETAILS II
E-503	ELECTRICAL DETAILS III
E-504	ELECTRICAL DETAILS IV
E-505	ELECTRICAL DETAILS V
E-506	ELECTRICAL DETAILS VI
E-507	ELECTRICAL DETAILS VII
E-508	ELECTRICAL DETAILS VIII
E-509	ELECTRICAL DETAILS IX
E-510	ELECTRICAL DETAILS X
E-511	ELECTRICAL DETAILS XI
RWX-01	RUNWAY 12-30 CROSS SECTION I
RWX-02	RUNWAY 12-30 CROSS SECTION II
RWX-03	RUNWAY 12-30 CROSS SECTION III
RWX-04	RUNWAY 12-30 CROSS SECTION IV

List of Technical Specifications

Specification Item No.	Description
Item SS-101	Contractor Safety Plan Compliance Document
Item SS-110	Standard Specifications
Item SS-120	Site Preparation
Item SS-220	Pavement Edge Grading
Item SS-275	Soil-Cement Base Course Finishing
Item SS-300	Basic Electrical Requirements
Item SS-305	Directional Boring
Item SS-310	Airport Lighting Systems
Item L-108	Underground Power Cable for Airports
Item L-110	Airport Underground Electrical Duct Banks and Conduits
Item L-115	Electrical Manholes and Junction Structures
Item P-101	Surface Preparation
Item P-152	Excavation and Embankment
Item P-156	Temporary Air and Water Pollution, Soil Erosion and Siltation Control
Item P-301	Soil-Cement Base Course
Item P-501	Portland Cement Concrete Pavement
Item P-602	Bituminous Prime Coat
Item P-605	Joint Sealants for Concrete Pavement
Item P-610	Structural Portland Cement Concrete
Item P-620	Runway and Taxiway Painting
Item P-621	Saw-Cut Grooves
Item T-901	Seeding
Item T-904	Sodding
Item T-905	Topsoiling

Bidder acknowledges receipt of the following addendum (addenda):

Addendum No. ONE dated AUGUST 11, 2015

Addendum No. TWO dated AUGUST 13, 2015

Addendum No. _____ dated _____

The undersigned Bidder agrees that this bid shall be good and shall not be withdrawn for a period of ninety (90) calendar days after the opening thereof. If written notice of the acceptance of this Proposal is mailed, telegraphed, or delivered to the undersigned within ninety (90) days after the opening thereof, or at any time thereafter before this Proposal is withdrawn, the undersigned agrees to execute and deliver an Agreement (Contract) in the prescribed form, and furnish the required Performance and Payment Bond, within ten (10) days after the Agreement is presented to him for signature.

It is understood by the undersigned Bidder that the Owner reserves the right to reject any or all bids.

The following provisions are also included by reference:

- Davis Bacon Act (29 CFR Part 5.5)
- EEO Compliance Reports (41 CFR Part 60-1.7)
- Trade Restriction Certification (49 CFR Part 30)
- Buy American Preferences (Title 49 United States Code, Chapter 501)
- Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (49 CFR Part 29)

Accompanying this Proposal as bid security is a ~~certified check~~/bid bond (*strike one*)

in the amount of 5% OF GREATEST AMOUNT BID---------- Dollars

($ 5% GAB----------), being not less than five percent (5%) of the total amount of the bid for the base bid ***plus all alternates***, as applicable. If the undersigned Bidder is the successful Bidder, but fails or refuses to execute the contract and furnish the required bond within the prescribed ten (10) days of the notification of award, then this bid security is to become the property of the Owner as liquidated damages for the delay and additional expense to the Owner caused by such failure or refusal.

JACK BROOKS REGIONAL AIRPORT
RUNWAY 12-30 RECONSTRUCTION
BID FORM

BASE BID

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
FAA Section 105	MOBILIZATION	LS	100%	$60,000.00	$ 60,000.00
	Unit price in words: Sixty Thousand ——— dollars and NO ——— /100				
SS-120-3.1	SITE PREPARATION	LS	100%	$279,087.00	$ 279,087.00
	Unit price in words: Two Hundred Seventy Nine Thousand Eighty Seven dollars and NO ——— /100				
SS-220-5.1	PAVEMENT EDGE GRADING	LF	2,100	$ 16.70	$ 35,070.00
	Unit price in words: Sixteen ——— dollars and Seventy — /100				
SS-275-5.1	SOIL-CEMENT BASE COURSE FINISHING	SY	17,120	$ 2.53	$ 43,313.60
	Unit price in words: Two ——— dollars and Fifty Three /100				
P-101-5.1	CONCRETE PAVEMENT REMOVAL	SY	16,700	$ 6.29	$ 105,043.00
	Unit price in words: Six ——— dollars and Twenty Nine /100				
P-152-4.1	UNCLASSIFIED EXCAVATION	CY	490	$ 47.27	$ 23,162.30
	Unit price in words: Forty Seven ——— dollars and Twenty Seven /100				
P-152-4.2	BORROW EXCAVATION	CY	2,150	$ 30.05 TWH	$ 64,607.50
	Unit price in words: Thirty ——— dollars and Five ——— /100				

JACK BROOKS REGIONAL AIRPORT
RUNWAY 12-30 RECONSTRUCTION
BID FORM

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
P-152-4.3	UNSUITABLE EXCAVATION	CY	600	$ 46.94	$ 28,164.00
	Unit price in words: Forty Six ——— dollars and Ninety four /100				
P-156-5.1	TEMPORARY EROSON CONTROL	MONTH	5	$2,000.00 TWO	$ 10,000.00
	Unit price in words: Two Thousand ——— dollars and NO ——— /100				
P-301-1	SOIL-CEMENT BASE COURSE	SY	17,120	$ 13.00	$ 222,560.00
	Unit price in words: Thirteen ——— dollars and NO ——— /100				
P-301-2	PORTLAND CEMENT	CWT	12,020	$ 11.75	$ 141,235.00
	Unit price in words: Eleven ——— dollars and Seventy five /100				
P-501-1	PORTLAND CEMENT CONCRETE PAVEMENT	SY	16,670	$ 113.00	$ 1,883,710.00
	Unit price in words: One Hundred Thirteen ——— dollars and NO ——— /100				
P-501-2	GRINDING OF EXISTING CONCRETE PAVEMENT TO MEET PROFILOGRAPH REQUIREMENTS	SY	8,340	$ 7.50	$ 62,550.00
	Unit price in words: Seven ——— dollars and Fifty ——— /100				
P-602-1	BITUMINOUS PRIME COAT	GAL	3,430	$ 6.05	$ 20,751.50
	Unit price in words: Six ——— dollars and Five ——— /100				

JACK BROOKS REGIONAL AIRPORT
RUNWAY 12-30 RECONSTRUCTION
BID FORM

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
P-620-5.1	RUNWAY AND TAXIWAY PAINTING	SF	21,800	$ 1.90	$ 41,420.00
	Unit price in words: One dollars and ninety /100				
P-620-5.2	NON-REFLECTIVE BLACK OUTLINE	SF	4,580	$ 1.40	$ 6,412.00
	Unit price in words: One dollars and Forty /100				
P-621-1	GROOVING	SY	14,450	$ 5,50	$ 79,475.00
	Unit price in words: Five dollars and Fifty /100				
T-901-5.1	SEEDING	ACRE	1.6	$ 5,000.00	$ 8,000.00
	Unit price in words: Five Thousand dollars and No /100				
T-904-5.1	SODDING	SY	900	$ 9.00	$ 8,100.00
	Unit price in words: Nine dollars and no /100				
T-905-1	TOPSOILING (OBTAINED ON SITE OR REMOVED FROM STOCKPILE 2" THICKNESS)	SY	7,690	$ 3,00	$ 23,070.00
	Unit price in words: Three dollars and No /100				

JACK BROOKS REGIONAL AIRPORT
RUNWAY 12-30 RECONSTRUCTION
BID FORM

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
SS-300-5.1	LOCKOUT/TAGOUT AND CONSTANT CURRENT REGULATOR CALIBRATION PROCEDURES	LS	100%	$ 1,845.00	$ 1,845.00
	Unit price in words: One Thousand Eight Hundred forty five dollars and No ——— /100				
SS-305-5.1	DIRECTIONAL BORING, 1-WAY 2"C POLYETHYLENE CONDUIT	LF	140	$ 70.00	$ 9,800.00
	Unit price in words: Seventy ——— dollars and No ——— /100				
SS-310-5.1	EXISTING BASE MOUNTED EDGE LIGHT, REMOVED	EA	17	$ 175.00	$ 2,975.00
	Unit price in words: One Hundred Seventy five ——— dollars and No ——— /100				
SS-310-5.2	EXISTING BASE MOUNTED INPAVEMENT EDGE LIGHT, REMOVED	EA	1	$ 245.00	$ 245.00
	Unit price in words: Two Hundred forty five ——— dollars and No ——— /100				
SS-310-5.4	EXISTING BASE MOUNTED GUIDANCE SIGN, REMOVED	EA	5	$ 275.00	$ 1,375.00
	Unit price in words: Two Hundred Seventy five ——— dollars and No ——— /100				
SS-310-5.6	EXISTING ABANDONED SIGN BASE, REMOVED	EA	1	$ 275.00	$ 275.00
	Unit price in words: Two Hundred Seventy five ——— dollars and No ——— /100				

JACK BROOKS REGIONAL AIRPORT
RUNWAY 12-30 RECONSTRUCTION
BID FORM

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
SS-310-5.7	L-850C LOW PROFILE BASE MOUNTED INPAVEMENT RUNWAY EDGE LIGHT, INSTALLED	EA	1	$ 3,750.00	$ 3,750.00
	Unit price in words: Three Thousand Seven Hundred Fifty dollars and No /100				
SS-310-5.9	L-858(L) BASE MOUNTED, LED 1-MODULE GUIDANCE SIGN, INSTALLED	EA	2	$ 5,060.00	$ 10,120.00
	Unit price in words: Five Thousand Sixty dollars and No /100				
SS-310-5.11	L-858(L) BASE MOUNTED, LED 3-MODULE GUIDANCE SIGN, INSTALLED	EA	1	$ 7,260.00	$ 7,260.00
	Unit price in words: Seven Thousand Two Hundred Sixty dollars and No /100				
SS-310-5.15	L-862 BASE MOUNTED RUNWAY EDGE LIGHT, INSTALLED	EA	11	$ 1,030.00	$ 11,330.00
	Unit price in words: One Thousand Thirty dollars and No /100				
SS-310-5.16	L-862E BASE MOUNTED RUNWAY THRESHOLD/END LIGHT, INSTALLED	EA	8	$ 1,030.00	$ 8,240.00
	Unit price in words: One Thousand Thirty dollars and No /100				
SS-310-5.17	FIELD LIGHTING ARRESTOR, INSTALLED	EA	2	$ 1,680.00	$ 3,360.00
	Unit price in words: One Thousand Six Hundred Eighty dollars and No /100				
SS-310-5.18	TEMPORARY AIRFIELD LIGHTING	LS	100%	$ 5,600.00	$ 5,600.00
	Unit price in words: Five Thousand Six Hundred dollars and No /100				

JACK BROOKS REGIONAL AIRPORT
RUNWAY 12-30 RECONSTRUCTION
BID FORM

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
SS-310-5.19	EXISTING REIL RECONNECTION	LS	100%	$ 1,320.00	$ 1,320.00
	Unit price in words: One Thousand three Hundred Twenty dollars and NO /100				
L-108-5.1	NO. 8 AWG 5KV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	LF	4,500	$ 2.00	$ 9,000.00
	Unit price in words: Two dollars and No /100				
L-108-5.2	NO. 6 AWG SOLID, BARE COUNTERPOISE WIRE, INSTALLED IN TRENCH, ABOVE THE DUCT BANK OR CONDUIT, INCLUDING GROUND RODS AND GROUND CONNECTORS	LF	3,000	$ 2.00	$ 6,000.00
	Unit price in words: Two dollars and No /100				
L-110-5.1	NON-ENCASED ELECTRICAL CONDUIT, 1-WAY 2"C	LF	2,800	$ 9.50	$ 26,600.00
	Unit price in words: Nine dollars and Fifty /100				
L-110-5.2	CONCRETE ENCASED ELECTRICAL CONDUIT, 1-WAY 2"C	LF	55	$ 100.00	$ 5,500.00
	Unit price in words: One Hundred dollars and NO /100				

TOTAL (BASE BID) $3,260,325.90

Total price in words: Three Million Two Hunded Sixty Thousand three Hunded Twenty five dollars and ninety /100

STATUTORY PAYMENT BOND

(Texas Public Work)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No.: 106027686	

KNOW ALL MEN BY THESE PRESENTS, that Allco

(hereinafter called the Principal), as Principal and Travelers Casualty and Surety Company of America (hereinafter called the Surety), as Surety, are held and firmly bound unto Jefferson County

(hereinafter called the Obligee), as Obligee, in the amount of **Three Million, Two Hundred Sixty Thousand, Three Hundred Twenty-Five Dollars and Ninety/100**.

($**3,260,325.90) Dollars for the payment where of, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the day of , 20 , to Contract For: Runway 12-30 Reconstruction

which contract is hereby referred to and made a part hereof and to the same extent if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract , then, this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions of said Code to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this day of , 20 .

ALLCO, L.L.C. TEXAS

Allco
(Principal)

By: _____
T.W. Harrison/President

Travelers Casualty and Surety Company of America

By: _____
K.Scott Miller, Attorney-in-Fact

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 226569 **Certificate No.** 006052112

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Larry W. Smith, George M. Haynes, and K. Scott Miller

of the City of Beaumont, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 5th day of September, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the 5th day of September, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault
Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company 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 in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20 ___.

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

PAGES C-12 TO C-16 ARE ADDITIVE ALTERNATE PROPOSAL PAGES. THESE HAVE BEEN REMOVED FROM THE CONTRACT AS THE ADDITIVE ALTERNATES ARE NOT A PART OF THIS CONTRACT.

It is understood the quantities of work to be done at unit prices are approximate and are intended for bidding purposes only. Amounts are to be shown in both words and figures. In case of discrepancy the amount shown in words shall govern.

Contract Award will be based on the lowest qualified bidder, depending on the availability of funds.

Bidders understand the Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to State and local laws and ordinances pertaining to the letting of construction contracts. Funding availability will be considered in selecting the bid award. The bidder agrees this bid shall be honored and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" and to fully complete the project within:

- **150 Calendar Days** thereafter.

Bidder further agrees to pay as liquidated damages the sum of **One Thousand** Dollars **($1,000.00)** for each calendar day to complete the work beyond the allotted time or as extended by an approved Change Order or Supplemental Agreement.

Jackie Christopher
(Witness)

JACKIE CHRISTOPHER

(Address)

PO BOX 3684

BEAUMONT, TEXAS 77704
(Office Address of Bidder)

ALLCO
(Name of Bidder)

By _____

T.W. HARRISON - PRESIDENT
(Print Name and Title)

SEAL (If Bidder is a corporation)

NOTES: Sign in Ink. Do not detach.
Items must be bid upon as specified in the Bid Form.

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.

1. Name of Bidder ALLCO
2. Permanent main office address
   PHYSICAL: 6720 COLLEGE, BEAUMONT, TX 77707
   MAILING: PO BOX 3684, BEAUMONT, TX 77704
3. When organized APRIL 22, 1985
4. If a corporation, where incorporated TEXAS
5. How many years have been engaged in the contracting business under your present firm or trade name? 30 YEARS
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion)
   PLEASE SEE ATTACHED

General character of work performed by your company (PLEASE SEE ATTACHED)

7. Have you ever failed to complete any work awarded to you? NO
8. Have you ever defaulted on a Contract? NO
   If so, where and why?
9. Have you ever been fined or had your license suspended by a Contractor's Licensing Board?
   If so, where and why? NO
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed (attach to back of this document). PLEASE SEE ATTACHED.
11. List your major equipment available for this Contract (attach to back of this document). PLEASE SEE ATTACHED.
12. List your experience in construction work similar in scope and scale to this project (attach to back of this document). PLEASE SEE ATTACHED.
13. Background and experience of the principal members of your organization, including the officers (attach to back of this document). WE WILL SUBMIT IF SUCCESSFUL BIDDER.
14. Credit available: $ N/A
15. Give Bank reference: COMMUNITY BANK

ALLCO
LIST OF PROJECTS NOW ENGAGED IN COMPLETING

Contract Amount	Class of Work	Percent Completed	Where Located City/County/State	Owner or Owner Representative
12,500,000	South Park Drainage Relief Project	40%	Beaumont Jefferson Texas	City of Beaumont 801 Main Street Beaumont Texas 77701 409-880-3725
3,492,000	Sanitary Sewer Impr 54" Interceptor	90%	Beaumont Jefferson Texas	City of Beaumont 1350 Langham Beaumont Texas 77707 409-785-3000
1,612,000	Coopers Gully Pump Station - City of Orange	85%	Orange Orange Texas	Carroll & Blackman Inc. 3120 Fannin Beaumont Texas 77702 409-833-3363
1,407,000	Water & Sewer Rehab South Park Area	60%	Beaumont Jefferson Texas	City of Beaumont 1350 Langham Beaumont Texas 77707 409-735-3000
7,950,000	Water Treatment Plant Lake Livingston Water & Sewer Service Corp	30%	Livingston Polk Texas	Enprotec/Hibbs & Todd 402 Cedar Street Abilene Texas 79601 325-698-5560
3,200,000	24" Waterline City of Port Arthur-19th St. To Sabine Neches Canal	80%	Port Arthur Jefferson Texas	Arceneaux & Gates 2901 Turtle Creek Drive Port Arthur Texas 77642 409-724-7888
43,000,000	Alligator Bayou Pump Station Annex-Drainage District No. 7	16%	Port Arthur Jefferson Texas	Carroll & Blackman Inc. 3120 Fannin Beaumont Texas 77702 409-833-3363
851,000	Wastewater Treatment Phase IA & IB City of Orange	90%	Orange Orange Texas	Carroll & Blackman Inc. 3120 Fannin Beaumont Texas 77702 409-833-3363

ALLCO
LIST OF PROJECTS NOW ENGAGED IN COMPLETING

Contract Amount	Class of Work	Percent Completed	Where Located City/County/State	Owner or Owner Representative
13,000,000	New Training/Office Facility-Industrial Safety Training Council	50%	Nederland Jefferson Texas	Mark Magnuson Architects P.O. Box 901 Bridge City Texas 77611 409-735-4999
3,400,000	Water System Improv. Keith Lake to Sabine Pass Standpipe	30%	Port Arthur Jefferson Texas	Arceneaux & Gates 2901 Turtle Creek Drive Port Arthur Texas 77642 409-724-7888
2,800,000	Detention Ponds & Drainage Facilities Imperial Phase II	70%	Sugarland Fort Bend Texas	LJA Engineers 2929 Briarpark Houston Texas 77042 713-953-5200
1,750,000	Wastewater Collection Rehabilitation	75%	Nederland Jefferson Texas	Schaumburg & Polk Inc. 8865 College Street Beaumont Texas 77707 409-866-0341
1,6000,000	New Softball Complex CMAR	20%	Beaumont Jefferson Texas	Lamar University 4410 Jimmy Simmons Blvd Beaumont Texas 77705 409-880-8471
2,200,000	Tennis Courts Covered Uncovered & Loggia Design/Build Project	25%	Beaumont Jefferson Texas	City of Beaumont 801 Main Street Beaumont Texas 77701 409-880-3725
12,700,000	Pleasure Island 24" Transmission Line MLK Bridge to Walter Umphrey State Park	0%	Port Arthur Jefferson Texas	Arceneaux Wilson & Cole 2901 Turtle Creek Drive Port Arthur Texas 77642 409-724-7888
12,400,000	City of Port Arthur Surface Water Treatment Plant Improvements Phase 1	5%	Port Arthur Jefferson Texas	Arceneaux Wilson & Cole 2901 Turtle Creek Drive Port Arthur Texas 77642 409-724-7888

ALLCO
LIST OF PROJECTS NOW ENGAGED IN COMPLETING

Contract Amount	Class of Work	Percent Completed	Where Located City/County/State	Owner or Owner Representative
5,600,000	Crenshaw Water Plamt 5MG Ground Storage Tank	10%	Pasadena Harris Texas	City of Pasadena 1114 Davis Street Pasadena Texas 77506 713-475-4995
16,000,000	New Buna High School Buna I.S.D.	5%	Buna Jasper Texas	Architectural Alliance 350 Pine Street Ste. 720 Beaumont Texas 77701 409-866-7196
700,000	City of Port Arthur 19th Street Improvements Stilwell Blvd to Bluebonnet	20%	Port Arthur Jefferson Texas	Arceneaux Wilson & Cole 2901 Turtle Creek Port Arthur Texas 77642 409-724-7888

ATTACHMENT TO AIA FORM A305
CONTRACTOR'S QUALIFICATION STATEMENT

Experience

I. Commercial Building Construction and Management

- A. Earthwork
- B. Site Drainage Work
- C. Concrete Foundations
- D. Concrete Paving and Walks
- E. Concrete Tilt Panels
- F. Steel and Panel Erection
- G. Rough and Finish Carpentry

II. Civil Construction

- A. Site Clearing
- B. Drainage Work
- C. Roads and Paving
- D. Bridges
- E. Wetlands and Ponds

III. Water/Wastewater Treatment Facilities

- A. Earthwork
- B. Concrete Foundations
- C. Concrete Structures
- D. Steel Erection
- E. Equipment Setting
- F. Painting
- G. Site Drainage
- H. Piping

IV. Utility

- A. Water Lines, Sewer Lines & Storm Water Drainage Installation
- B. Rehabilitation of Sanitary Sewer/Storm Sewer
  1. Point Repairs
  2. Sliplining
  3. Pipe Bursting
- C. Lift Stations

ALLCO
LIST OF COMPLETED CIVIL/HEAVY PROJECTS

Contract Amount	Class of Work	When Completed	Where Located City/County/State	Owner or Owner Representative
4,500,000	Orange County WCID #1 Cloverleaf Tiger Lake Lift Station/Force Main	2014	Vidor Orange Texas	Carroll & Blackman 3120 Fannin Beaumont Texas 77702 409-833-3363
1,800,000	City of Missouri City Prestressed Concrete Clearwell	2014	Missouri City Fort Bend Texas	Enprotec/Hibbs & Todd 402 Cedar Street Abilene Texas 79601 325-698-5560
2,500,000	Asphalt Road Repair City Wide -Bridge City	2014	Bridge City Orange Texas	d.p. Consulting Engineers 3727 Doctors Drive Port Arthur Texas 77642 409-983-6263
430,000	Clarifier Rehabilitation	2014	Orange Orange Texas	Firestone Polymers 5713 FM 1006 Orange Texas 77630 409-924-4626
457,000	Post Office Lift Station Improvements	2014	Port Neches Jefferson Texas	Carroll & Blackman Inc. 3120 Fannin Beaumont Texas 77702 409-833-3363
2,400,000	Fort Polk Sewer American Water	2014	Fort Polk Vernon Louisiana	Arceneaux & Gates 3501 Turtle Creek Drive Port Arthur Texas 77642 409-724-7888
8,000,000	Richland Chambers Wetland Expansion Improvements	2013	Fairfield Navarro Texas	Alan Plummer Associates 1349 Empire Central Ste 1000 Dallas Texas 75247 214-631-6100
2,000,000	Water System Improvements	2013	Nederland Jefferson Texas	City of Nederland 1400 Boston Avenue Nederland Texas 77627 409-723-1542

ALLCO
LIST OF COMPLETED CIVIL/HEAVY PROJECTS

Contract Amount	Class of Work	When Completed	Where Located City/County/State	Owner or Owner Representative
2,700,000	Sanitary Sewer 60" Trunk Outfall	2013	Beaumont Jefferson Texas	City of Beaumont 1350 Langham Beaumont Texas 77707 409-785-3000
1,150,000	Asphalt Road Repair Repair City of Bridge City	2013	Bridge City Orange Texas	d.p. Consulting Engineers 3727 Doctors Dr. Port Arthur Texas 77642 409-983-6263
9,971,000	Main & Port Acres WWTP Rehabilitation City of Port Arthur	2012	Port Arthur Jefferson Texas	Arceneaux & Gates 2901 Turtle Creek Dr. Ste. 201 Port Arthur Texas 77642 409-724-7888
3,500,000	Sanitary Sewer Rehab Contract 6	2012	Port Arthur Jefferson Texas	City of Port Arthur P.O. Box 1089 Port Arthur Texas 77640 409-983-8226
1,700,000	Diboll Water System Northside	2012	Angelina Diboll Texas	KSA Engineers 107 W. Lufkin Avenue Lufkin Texas 75904 936-637-6061
639,000	Nacogdoches WWTP 2010 Improvements	2012	Nacogdoches Nacogdoches Texas	Schaumburg & Polk Inc. 8865 College Beaumont Texas 77707 409-866-3413
3,100,000	Sanitary Sewer Rehab 2009 Project	2012	Nederland Jefferson Texas	City of Nederland 1400 Boston Avenue Nederland Texas 77627 409-723-1542
800,000	Waterline Installation Large Diameter Main	2011	Beaumont Jefferson Texas	City of Beaumont 1350 Langham Beaumont Texas 77707 409-785-3000

ALLCO
LIST OF COMPLETED CIVIL/HEAVY PROJECTS

Contract Amount	Class of Work	When Completed	Where Located City/County/State	Owner or Owner Representative
2,950,000	Wastewater Treatment Plant Improvements	2011	Liberty Liberty Texas	Schaumburg & Polk Inc. 8865 College Street Beaumont Texas 77707 409-866-0341
2,000,000	Water & Sewer Area II & III	2010	Orange Orange Texas	City of Orange P.O. Box 520 Orange Texas 77630 409-883-1900
1,400,000	Sanitary Sewer Rehab Project Contract XIV	2010	Beaumont Jefferson Texas	City of Beaumont 1350 Langham Beaumont Texas 77707 409-785-3000
8,500,000	Water Treatment Plant Expansion/Renovations	2010	Beaumont Jefferson Texas	City of Beaumont 1350 Langham Beaumont Texas 77707 409-785-3000
4,000,000	Full Dept Concrete Repair Project	2010	Beaumont Jefferson Texas	City of Beaumont P.O. Box 3872 Beaumont Texas 77704 409-785-3000
6,700,000	Wastewater Treatment Plant Renovations	2009	Dayton Liberty Texas	O'Malley Engineers 1306 North Park Brenham Texas 77833 979-836-7937
3,200,000	Wastewater Treatment Plant Improvements	2009	Woodlands Montgomery Texas	Carter & Burgess Inc. 55 Waugh Suite 800 Houston Texas 77007 713-869-7900
24,000,000	East Fork Raw Water Supply Wetland Construction Project	2009	Wylie Collin Texas	Alan Plummer Associates 1349 Empire Centra Ste 1000 Dallas Texas 75247 214-631-6100
2,700,000	Alabama Command Control Center	2009	Orange Orange Texas	Port of Orange 1201 Childers Road Orange Texas 77630 409-883-4363

ALLCO
LIST OF COMPLETED CIVIL/HEAVY PROJECTS

Contract Amount	Class of Work	When Completed	Where Located City/County/State	Owner or Owner Representative
3,333,000	Water Treatment Plant Improvements Phase I	2009	Carthage Panola Texas	KSA Engineers 140 E. Tyler Suite 600 Longview Texas 75601 936-637-6061
5,500,000	Rolphe Christopher Blvd. Renovations	2009	Beaumont Jefferson Texas	City of Beaumont P.O. Box 3827 Beaumont Texas 77704 409-785-3000
13,200,000	FM 1179 Road Improvements	2008	Bryan Brazos Texas	Texas Dept of Transportation 1300 N. Texas Avenue Bryan Texas 77803 979-778-2165
2,100,000	US 69 Frontage Roads Nederland Ave & Hwy 365-Jefferson County	2008	Nederland Jefferson Texas	Texas Dept of Transportation 8350 Eastex Freeway Beaumont Texas 77708 409-898-5711
5,000,000	Avocet Oceanfront Villas	2008	Bolivar Galveston Texas	Avocet Oceanfront Villas LLP 3112 East Fourth Avenue Durango, Colorado 81301
1,000,000	Seagrass Development	2008	Caplen Galveston Texas	Seagrass-Caplen LLC P.O. Box 7754 Beaumont Texas 77726 409-861-4459
5,200,000	Phelan Boulevard Extension	2008	Beaumont Jefferson Texas	City of Beaumont P.O. Box 3827 Beaumont, Texas 77704 409-785-3000
3,200,000	2006 Sanitary Sewer Improvements Contract C	2008	Lumberton Hardin Texas	Lumberton M.U.D. 55 W. Chance Cut-Off Lumberton, Texas 77656 409-755-1559
3,800,000	Water Transmission Line Singing Sands to Port Bolivar	2008	Bolivar Galveston Texas	Schaumburg & Polk Inc. 8865 College Street Beaumont Texas 77707 409-866-0341

ALLCO
LIST OF COMPLETED CIVIL/HEAVY PROJECTS

Contract Amount	Class of Work	When Completed	Where Located City/County/State	Owner or Owner Representative
3,300,000	Water Treatment Plant Improvements Phase II	2008	Carthage Panola Texas	City of Carthage 812 W. Panola Carthage Texas 75633 903-693-3868
9,500,000	Safety Rest Areas Hwy 59 Polk County	2008	Livingston Polk Texas	Texas Dept of Transportation 8350 Eastex Freeway Beaumont Texas 77708 409-898-5711
24,200,000	Highway 96 Construction	2007	Kirbyville Jasper Texas	Texas Dept of Transportation 8350 Eastex Freeway Beaumont Texas 77708 409-898-5711
3,100,000	Wastewater Treatment Plant Renovations	2007	Galveston Galveston Texas	City of Galveston P.O. Box 779 Galveston Texas 77553 409-797-3630
2,600,000	Water Treatment Plant Trinity Bay Conservation District	2007	Winnie Chambers Texas	Carroll & Blackman Inc. 3120 Fannin Beaumont Texas 77702 409-833-3363
9,900,000	Wastewater Collection Rehab Pioneer Park & Griffing Park	2006	Port Arthur Jefferson Texas	Bob Shaw Consulting Engineers 4749 Twin City Highway Port Arthur Texas 77643 409-963-0263
$1,600,000	FM 1131 Roadway Orange County	2006	Deweyville Orange Texas	Texas Dept of Transportation 8350 Eastex Freeway Beaumont Texas 77708 409-898-5711
$1,000,000	Audubon Village Development	2006	Gilchriest Galveston Texas	Audubon Village LLC P.O. Box 7754 Beaumont Texas 77726 409-861-4459

ALLCO
LIST OF COMPLETED CIVIL/HEAVY PROJECTS

Contract Amount	Class of Work	When Completed	Where Located City/County/State	Owner or Owner Representative
7,000,000	Walden Development Phase I & II	2006	Beaumont Jefferson Texas	Crescent-Walden LLC P.O. Box 7754 Beaumont, Texas 77726 409-861-4459
8,500,000	FM 364 Major Drive Construction	2005	Beaumont Jefferson Texas	Texas Dept of Transportation 8350 Eastex Freeway Beaumont Texas 77708 409-898-5711
6,000,000	Laguna Harbor Resort	2005	Port Bolivar Galveston Texas	Laguna Resources Ltd. P.O. Box 7754 Beaumont Texas 77726 409-861-4459
3,200,000	High Island to Singing Sands Transmission Line Contract IV	2005	Stowell Chambers Texas	Lower Neches Valley Authority 7850 Eastex Freeway Beaumont, Texas 77708 409-892-4011
4,200,000	City of Nacogdoches WW Collection System SS Replacement	2004	Nacogdoches Nacogdoches Texas	Schaumburg & Polk 8865 College Street Beaumont, Texas 77707 409-866-0341
4,200,000	West Regional Water System Transmission Line	2004	Winnie Chambers Texas	Lower Neches Valley Authority 7850 Eastex Freeway Beaumont, Texas 77708 409-892-4011
4,100,000	Water Treatment Plant West Jefferson Municipal Water Dist	2004	Fannett Jefferson Texas	dp Consulting Engineers 3800 Highway 365 Port Arthur, Texas 77642 409-983-6263
2,200,000	Orleans Street Inter-Locking Pavers	2004	Beaumont Jefferson Texas	City of Beaumont P.O. Box 3827 Beaumont, Texas 77704 409-785-3000

ALLCO
LIST OF COMPLETED CIVIL/HEAVY PROJECTS

Contract Amount	Class of Work	When Completed	Where Located City/County/State	Owner or Owner Representative
1,300,000	Jasper County FM82	2004	Kirbyville Jasper Texas	Texas Dept of Transportation 8350 Eastex Freeway Beaumont, Texas 77708 409-898-5711
1,100,000	WWTP Bar Screen & Belt Press Conveyor	2004	Beaumont Jefferson Texas	City of Beaumont 1350 Langham Beaumont, Texas 77706 409-785-3000
9,100,000	Highway Construction Jefferson County IH-10 Feeder Roads	2003	Beaumont Jefferson Texas	Texas Dept of Transportation 8350 Eastex Freeway Beaumont, Texas 77708 409-898-5711
9,600,000	Highway Construction Jefferson County SP 93-Phase III	2003	Beaumont Jefferson Beaumont	Texas Dept of Transportation 8350 Eastex Freeway Beaumont, Texas 77708 409-898-5711
3,500,000	Highway Construction Freestone County Highway 164	2003	Buffalo Freestone Texas	Texas Dept of Transportation 2800 Commerce Street East Buffalo, Texas 75831 713-802-5551
5,500,000	Wastewater Treatment Plant Renovations	2003	Nederland Jefferson Texas	Schaumburg & Polk, Inc. 8865 College Street Beaumont, Texas 77707 409-866-0341
849,000	Distribution Parallel 66" Line	2003	Texas City Galveston Texas	Gulf Coast Water Authority 3630 Highway 1765 Texas City, Texas 77591 409-935-2438
13,535,000	Highway Construction Orange County Highway 87	2002	Orange Orange Texas	Texas Dept of Transportation 3128 Highway 62 Orange, Texas 77632 409-883-3476
5,500,000	Drainage & Street Improvements Concord Road	2002	Beaumont Jefferson Texas	City of Beaumont P.O. Box 3827 Beaumont, Texas 77704 409-785-3000

ALLCO
LIST OF COMPLETED CIVIL/HEAVY PROJECTS

Contract Amount	Class of Work	When Completed	Where Located City/County/State	Owner or Owner Representative
1,370,725	Highway Construction FM787 Bridge Project	2000	Saratoga Hardin Texas	Texas Dept of Transportation 1150 Avenue N Silsbee, Texas 77656 409-385-5269
2,000,000	Highway Construction Jefferson County Walden Road Project	1999	Beaumont Jefferson Texas	Texas Department of Transportation 8350 Eastex Freeway Beaumont, Texas 77708 409-898-5711
7,200,000	Wastewater System Improvements Contract 3,4 & 5	1998	Mauriceville Orange Texas	Schaumburg & Polk, Inc. 8865 College Street Beaumont, Texas 77707 409-866-0341
7,250,000	Highway Construction SP93 West Port Arthur Phase II	1998	Beaumont Jefferson Texas	Texas Department of Transportation 8350 Eastex Freeway Beaumont, Texas 77708 409-898-5711
1,300,000	New Water & Sewer Improvements-Delta Heights & Hwy 96 Area	1998	Pineland Sabine Texas	Hogan Corporation/City of Pineland 101 Dogwood Pineland, Texas 75968 409-381-8811
3,365,583	South Park Drainage Project	1997	Beaumont Jefferson Texas	Schaumburg & Polk, Inc. 8865 College Street Beaumont, Texas 77707 409-866-0341
4,300,000	Water Treatment Facility & New Office Buildings	1996	Nederland Jefferson Texas	City of Nederland 1400 Boston Avenue Nederland, Texas 77627 409-723-1542
4,200,000	Wastewater Treatment Facility & Plant Buildings	1996	Lumberton Hardin Texas	Schaumburg & Polk, Inc. 8865 College Street Beaumont, Texas 77707 409-866-0341

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ALLCO
SELECTED LIST OF COMPLETED COMMERCIAL PROJECTS

Contract Amount	Class of Work	When Completed	Where Located City/County/State	Owner or Owner Representative
1,150,000	Tennis Center Pro Shop/Clubhouse Beaumont Athletic Complex	2014	Beaumont Jefferson Texas	The LaBiche Architectural Group 7999 Gladys Beaumont Texas 77706 409-860-0197
730,000	Setzer Center Student Center Roof Replacement	2014	Beaumont Jefferson Texas	Lamar University 4410 Jimmy Simmons Blvd Beaumont Texas 77705 409-880-8471
325,000	Dishman Art Building Roof Replacement	2014	Beaumont Jefferson Texas	Lamar University 4410 Jimmy Simmons Blvd Beaumont Texas 77705 409-880-8471
23,700,000	South Park Middle School	2013	Beaumont Jefferson Texas	Beaumont I.S.D. 3395 Harrison Beaumont Texas 77706 409-617-5000
11,202,000	German Pellets Plant Woodville Texas	2013	Woodville Tyler Texas	Evans Contractors 704 Hembree Place Roswell Georgia 30076 678-794-7514
2,379,600	Outdoor Education Service Center Sabine Pass I.S.D.	2013	Sabine Pass Jefferson Texas	The LaBiche Architectural Group 7999 Gladys Suite 101 Beaumont Texas 77706 409-860-0197
2,497,000	Regional Marine Security Center	2013	Sabine Pass Jefferson Texas	Jefferson County 249 Pearl Street Beaumont Texas 77701 409-835-8584
38,000,000	High School Renovation & Additions	2012	Port Neches Jefferson Texas	Port Neches I.S.D. 643 Ave C Port Neches Texas 77651 409-722-3351

ALLCO

SELECTED LIST OF COMPLETED COMMERCIAL PROJECTS

Contract Amount	Class of Work	When Completed	Where Located City/County/State	Owner or Owner Representative
18,100,000	New French Elementary School	2012	Beaumont Jefferson Texas	Beaumont I.S.D. 3395 Harrison Beaumont Texas 77706 409-617-5000
17,200,000	New Fehl Elementary School	2012	Beaumont Jefferson Texas	Beaumont I.S.D. 3395 Harrison Beaumont Texas 77706 409-617-5000
17,400,000	New Dunbar Elementary School	2012	Beaumont Jefferson Texas	Beaumont I.S.D. 3395 Harrison Beaumont Texas 77706
10,500,000	Stilwell Education Support Center	2011	Port Arthur Jefferson Texas	Port Arthur I.S.D. 733 5th Street Port Arthur Texas 77640 409-617-5000
18,300,000	New Martin Elementary School	2011	Beaumont Jefferson Texas	Beaumont I.S.D. 3395 Harrison Beaumont Texas 77706 409-617-5000
16,000,000	New Blanchette Elementary School	2011	Beaumont Jefferson Texas	Beaumont I.S.D. 3395 Harrison Beaumont Texas 77706 409-617-5000
15,500,000	Thomas Edison Middle School	2011	Port Arthur Jefferson Texas	Port Arthur I.S.D. 733 5th Street Port Arthur Texas 77640 409-617-5000
14,000,000	New Amelia Elementary	2010	Beaumont Jefferson Texas	Beaumont I.S.D. 3395 Harrison Beaumont Texas 77706 409-617-5000

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SELECTED LIST OF COMPLETED COMMERCIAL PROJECTS

Contract Amount	Class of Work	When Completed	Where Located City/County/State	Owner or Owner Representative
4,500,000	Travis Elementary Renovations	2010	Port Arthur Jefferson Texas	Port Arthur I.S.D. 733 5th Street Port Arthur Texas 77640 409-989-6244
3,100,000	Stadium Renovations	2010	Port Arthur Jefferson Texas	Port Arthur I.S.D. 733 5th Street Port Arthur Texas 77640 409-989-6244
85,000,000	Memorial High School New Facility	2009	Jefferson Port Arthur Texas	Port Arthur I.S.D. 733 5th Street Port Arthur, Texas 77640 409-989-6244
12,400,000	New Memorial High School C.A.T.E Building	2009	Jefferson Port Arthur Texas	Port Arthur I.S.D. 733 5th Street Port Arthur, Texas 77640 409-989-6244
5,960,000	New Practice Gyms Marshall, Austin, Odom Vincent Middle Schools	2008	Beaumont Jefferson Texas	Beaumont I.S.D. 3395 Harrison Beaumont Texas 77706 409-989-6244
10,000,000	Robert E. Lee Elementary	2007	Port Arthur Jefferson Texas	Natex Corporation 2500 Wilcrest 3rd Floor Houston, Texas 77042 713-975-9525
18,000,000	McDonald Gym Recreational Facility Lamar University	2007	Beaumont Jefferson Texas	Lockwood Andrews Newnam 2925 Briarpark Drive Houston, Texas 77042 713-266-6900
9,000,000	DeQueen Elementary School Facility	2006	Port Arthur Jefferson Texas	Long Architects Inc. 6465 Calder Suite 206 Beaumont Texas 77706 409-866-3443

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SELECTED LIST OF COMPLETED COMMERCIAL PROJECTS

Contract Amount	Class of Work	When Completed	Where Located City/County/State	Owner or Owner Representative
670,000	Kinsel Lincoln Mercury Dealership	2005	Beaumont Jefferson Texas	Kinsel Auto Mall 3355 Eastex Freeway Beaumont, Texas 77706 409-898-4444
5,858,650	Performing Arts Center	2004	Port Arthur Jefferson Texas	Texas University System Lamar State College Port Arthur, Texas 77640 409-880-8487
5,858,650	Performing Arts Center	2004	Port Arthur Jefferson Texas	Texas University System Lamar State College Port Arthur, Texas 77640
1,400,000	Eagle Climatized Self Storage	2004	Port Neches Jefferson Texas	M.O. Turner Nederland, Texas 77627
140,400	Information Tech EH & S	2004	Port Neches Jefferson Texas	ISP Elastomers Port Neches, Texas 77651
211,100	Chlorine Building Loeb Water Plant	2004	Lumberton Hardin Texas	City of Beaumont P.O. Box 3827 Beaumont, Texas 77704
4,300,000	Wesley United Methodist Church	2004	Beaumont Jefferson Texas	LaBiche Architectural Group 7999 Gladys Suite 101 Beaumont, Texas 77706
295,000	Customer Service Building	2003	Port Neches Jefferson Texas	ISP Elastomers Port Neches, Texas 77651
369,000	City of Port Neches Service Center Building	2003	Port Neches Jefferson Texas	LaBiche Architectural Group 7999 Gladys Suite 101 Beaumont, Texas 77706

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SELECTED LIST OF COMPLETED COMMERCIAL PROJECTS

Contract Amount	Class of Work	When Completed	Where Located City/County/State	Owner or Owner Representative
8,690,424	Five-Story Parking Garage St. Elizabeth Hospital	2002	Beaumont Jefferson Texas	Hellmuth Obata & Kassabaum 2800 Post Oak Blvd Ste 3700 Houston, Texas 77056
413,000	Kinsel Chrysler-Jeep Mazda Showroom	2002	Beaumont Jefferson Texas	Kinsel Auto Mall 3355 Eastex Freeway Beaumont, Texas 77706
735,700	Beaumont Pediatrics Center Memorial Hermann Hospital	2002	Beaumont Jefferson Texas	The LaBiche Architectural Group 7999 Gladys Suite 101 Beaumont, Texas 77706
345,000	Kinsel Auto Mall & Facilities	2002	Beaumont Jefferson Texas	Kinsel Auto Mall 3355 Eastex Freeway Beaumont, Texas 77706
8,661,400	Southeast Texas Entertainment Amphitheater Facility	2002	Beaumont Jefferson Texas	Long Architects 6465 Calder Suite 206 Beaumont, Texas 77706
200,000	Ferguson Baseball Practice Building	2001	Beaumont Jefferson Texas	Ferguson Sports Foundation 490 Park Street Beaumont, Texas 77701
15,869,200	Pietzsch-MacArthur Elementary	2000	Beaumont Jefferson Texas	Beaumont Independent School District 3395 Harrison Beaumont, Texas 77706
23,000,000	Silsbee High School	2000	Silsbee Hardin Texas	Silsbee Independent School District 415 West Avenue N Silsbee, Texas 77656
5,000,000	Newton Middle School	1999	Newton Newton Texas	Bay Architects, Inc. 18201 Gulf Freeway Webster, Texas 77598
355,850	MRI Addition Beaumont Bone & Joint Institute	1999	Beaumont Jefferson Texas	Milton Bell Associates 711 San Jacinto Building Beaumont, Texas 77701

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SELECTED LIST OF COMPLETED COMMERCIAL PROJECTS

Contract Amount	Class of Work	When Completed	Where Located City/County/State	Owner or Owner Representative
6,100,000	Ozen High School Additions-Alteration	1999	Beaumont Jefferson Texas	Architectural Alliance 6654 Phelan Blvd. Beaumont, Texas 77706
9,120,000	Dishman Elementary	1999	Beaumont Jefferson Texas	Bay Architects, Inc 18201 Gulf Freeway Webster, Texas 77598
25,000,000	Water Treatment Plant Contract II & Plant Buildings	1998	Port Arthur Jefferson Texas	Black & Veatch, Inc. 5728 LBJ Freeway Suite 300 Dallas, Texas 75240
2,000,060	Monsignor Kelly High School Multipurpose Bldg.	1997	Beaumont Jefferson Texas	Steinman & Associates 390 Ninth Street Beaumont, Texas 77702
2,500,000	Austin Middle School	1997	Beaumont Jefferson Texas	Bay Architects, Inc. 18201 Gulf Freeway Webster, Texas 77598
565,997	Beaumont Institute Jesus Christ of Ladder Day Saints	1995	Beaumont Jefferson Texas	Bruce Baxter Architect 2307 North Street Beaumont, Texas 77702
18,500,000	Golden Triangle State School	1995	Beaumont Jefferson Texas	Texas Youth Commission P. O. Box 4260 Austin, Texas 78765
2,787,700	Hardin County Jail Addition	1994	Kountze Hardin Texas	Adams, Richardson, & Fisher, Inc. 1313 S. John Redditt Drive Lufkin, Texas 75901
899,250	West Harbor Island Transit Shed	1994	Beaumont Jefferson Texas	Architectural Alliance 6654 Phelan Boulevard Beaumont, Texas 77706
96,031	Replace Roof on Finishing Building	1994	Beaumont Jefferson Texas	Goodyear Tire & Rubber P.O. Box 26003 Beaumont, Texas 77720

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SELECTED LIST OF COMPLETED COMMERCIAL PROJECTS

Contract Amount	Class of Work	When Completed	Where Located City/County/State	Owner or Owner Representative
10,500,000	Jefferson County Correctional Facility	1993	Beaumont Jefferson Texas	Jefferson County Commissioners P.O. Box 4025 Beaumont, Texas 77704
162,454	Campus Site Work Lamar University	1992	Port Arthur Jefferson Texas	Moore Stansbury & Vaught Architect 3100 25th Street Port Arthur, Texas 77640
183,250	Additions/Alterations to Recital Hall Lamar University	1992	Beaumont . Jefferson Texas	Gordy & Huffhines, Inc. 479 Pine Street Beaumont, Texas 77701
206,400	Carl Parker Building Photographic Services Reconstruction	1992	Beaumont Jefferson Texas	Moore Stansbury & Vaught Architects 3100 25th Street Port Arthur, Texas 77640
1,700,000	Commercial Construction	1991	Nederland, Jefferson Texas	AMI Mid-Jefferson Hospital Highway 365 @ 27th Street Nederland, Texas 77627
698,000	Lab, Maintenance & Power House Constr. & Renov.	1991	Beaumont Jefferson Texas	Goodyear Tire & Rubber Company P.O. Box 26003 Beaumont, Texas 77720
105,000	New Branch Bank Facility Washington Blvd.	1991	Beaumont Jefferson Texas	Parkdale Bank P. O. Box 3567 Beaumont, Texas 77726
191,000	CT Scan Facility	1991	Nederland Jefferson Texas	AMI Mid-Jefferson Hospital Highway 365 & 27th Street Nederland, Texas 77627
750,000	Ash Containment Storage Area-Building	1991	Port Arthur Jefferson Texas	Schaumburg & Polk, Inc. 8865 College Street Beaumont, Texas 77707

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SELECTED LIST OF COMPLETED COMMERCIAL PROJECTS

Contract Amount	Class of Work	When Completed	Where Located City/County/State	Owner or Owner Representative
2,045,000	Commercial Construction	1990	Beaumont Jefferson Texas	MHMR of Southeast Texas 2850 S. 8th Street Beaumont, Texas 77701
125,000	Foundation and Building	1990	Port Arthur Jefferson Texas	Star Enterprise P. O. Box 712 Port Arthur, Texas 77641
125,200	Operator's Shelter, VPS #2	1990	Port Arthur Jefferson Texas	Star Enterprise P. O. Box 712 Port Arthur, Texas 77641
150,000	Engineering & Drafting Space Renov.	1989	Port Arthur Jefferson Texas	Star Enterprise P. O. Box 712 Port Arthur, Texas 77641
647,455	Expansion of North Central Plant Utilities	1988	Beaumont Jefferson Texas	Lamar University P.O. Box 10016 Beaumont, Texas 77710
692,080	Additions & Renovations to Bank	1988	Beaumont Jefferson Texas	Parkdale Bank P.O. Box 7588 Beaumont, Texas 77706
1,411,111	Warehouse Addition	1987	Beaumont Jefferson Texas	Tideland Specialty P.O. Box 4046 Beaumont, Texas 77704
165,253	Bank Renovations	1987	Port Arthur Jefferson Texas	Mbank-Port Arthur P.O. Box 1000 Port Arthur, Texas 77641
395,741	Addition to Church	1987	Beaumont Jefferson Texas	St. Andrews' Presbyterian 1350 23rd Street Beaumont, Texas 77706
133,814	Alterations to Building	1987	Beaumont Jefferson Texas	Southwestern Bell Telephone Company 3100 Main, Room 609 Houston, Texas 77002

ALLCO
SELECTED LIST OF COMPLETED COMMERCIAL PROJECTS

Contract Amount	Class of Work	When Completed	Where Located City/County/State	Owner or Owner Representative
161,852	Emergency Room Alterations	1986	Conroe Montgomery Texas	Doctors Hospital P.O. Box 1349 Conroe, Texas 77301
202,093	Bank Bldg. Renovations	1986	Beaumont Jefferson Texas	MBank-Beaumont P.O. Box 3567 Beaumont, Texas 77704

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		ALLCO			
		EQUIPMENT LIST	Unit #	Complete Sir.#	
			Last 4 of Sir.		
1	Back Hoe	Cat 416C IT	10-0486	Sir# 1WR10486	
2	Back Hoe	Cat 416C IT	10-3191	Sir# 1WR03191	
3	Back Hoe	Cat 416C IT	10-4063	Sir# 1WR04063	
4	Back Hoe	Cat 416 C	10-3216	Sir# 5YN03216	
5	Back Hoe	Cat 416 C	10-3379	Sir# 4ZN23379	
6	Back Hoe	Cat 416 C	10-7990	Sir# 4ZN07990	
7	Back Hoe	Cat 416	10-7994	Sir# 4ZN07994	
8	Back Hoe	Cat 416 C	10-9179	Sir# 4ZN19179	
9	Back Hoe	Cat 416 D	10-2353	Sir# BFP02353	
10	Back Hoe	Cat 420 D IT	10-1605	Sir# BLN01605	
11	Back Hoe	Cat 420 D	10-1083	Sir# FDP21083	
12	Back Hoe H	Cat 420 D	10-3930	Sir# FDP03930	
13	Back Hoe	Cat 420D 4x4	10-5722	Sir# FDP25722	
14	Back Hoe	Cat 420 D IT	10-7068	Sir# BLN07068	
15	Back Hoe	Cat 420 E	10-1016	Sir# HLS01016	new
16	Back Hoe EXT	Komatsu WB140-2N	10-2631	Sir# A22631	
17	Back Hoe	Komatsu WB140-2T	10-0448	Sir# 30448	
18	Back Hoe H	Komatsu WB 140-2N	10-0659	Sir# A20659	
19	Back Hoe	Komatsu WB140-2N	10-0680	Sir# A20680	
20	Back Hoe	WB 140	10-1239	Sir# F 11239	
21	Back Hoe	Komatsu WB140-2	10-1268	Sir# F11268	
22	Back Hoe	Case 580 L	10-2842	Sir# JJG0222842	
23	Back Hoe	Case 580 L	10-8024	Sir# JJG0238024	
24	Back Hoe	Case 580 Super L 4x4	10-7301	Sir# JJG0197301	
25	Back Hoe	JCB 1400B	10-2037	Sir# 347203	
26	Back Hoe	Ford 555D	10-2408	Sir# A422408	
27	Track Hoe	Bobcat 322 D Mini Ex.	11-3486	Sir# 223513486	
28	Excavator	1995 Takeuchi TBO15	4504	Sir# 1154504	
29	Excavator	1995 Takeuchi TBO15	4503	Sir# 1154503	
30	Track Hoe	Komatsu PC18 MR-3	11-0114	Sir# KMTPC206C05020114	new
31	Track Hoe	Komatsu PC 18 MR-2	11-7680	Sir# 17680	
32	Track Hoe	Komatsu PC 18 MR-2	11-7686	Sir# 17686	
33	Track Hoe	Komatsu PC 18 MR-2	11-7687	Sir# 17687	
34	Track Hoe	KOMATSU PC 27MR-2	11-5952	Sir# 15952	
35	Track Hoe	Komatsu PC 40-7	11-5473	Sir# 25473	
36	Track Hoe	Komatsu PC 40-7	11-5488	Sir# 25488 ck file 5483	MK FILE
37	Track Hoe	Komatsu PC 45-8	11-5967	Sir# 5967	
38	Track Hoe	Komatsu PC 45R-8	11-5973	Sir# 5973	
39	Track Hoe	Komatsu PC 45-MRX-1F	11-3092	Sir# 3092	
40	Track Hoe	Komatsu PC 45-MRX-1F	11-3196	Sir# 3196A	
41	Track Hoe	Komatsu PC 50 MR-2	11-8205	Sir# 8205A	
42	Track Hoe	Komatsu PC50 MR-2	11-8309	Sir# KMTPC094V05008309	new
43	Track Hoe	Komatsu PC60-7	11-0697	Sir# 50697	
44	Track Hoe	Komatsu PC60-7	11-0846	Sir# 50846	

45	Track Hoe	Komatsu PC60-7	11-6155	Sir# 56155	
46	Track Hoe	Komatsu PC60-7	11-0847	Sir# T50847	
47	Track Hoe	Komatsu PC78 MR-6	11-1353	Sir# 1353	
48	Track Hoe	Komatsu PC78 MR-6	11-2082	Sir# 2082	
49	Track Hoe	Komatsu PC88 MR-8	11-5043	Sir# 5043	
50	Track Hoe	Komatsu PC88 MR-8	11-5409	Sir# 5409	new
51	Track Hoe	Komatsu PC95-1	11-5453	Sir# 21D5005453	
52	Track Hoe	Komatsu PC 120-6	11-3900	Sir# 63900	
53	Track Hoe	Komatsu PC128 UU-1E	11-3069	Sir# T3069	
54	Track Hoe	Komatsu PC 128 UU-1	11-3424	Sir# T3424	
55	Track Hoe	John Deere 190E	11-0274	Sir# FF190EX010274	
56	Track Hoe	Komatsu PC 160 LC-7KA	11-0403	Sir# K40403	
57	Track Hoe	Cat 322 BL	11-0434	Sir# 2ES00434	
58	Track Hoe	Cat 322 BL	11-0790	Sir# 01YS00790	
59	Track Hoe	Komatsu PC220 LC-5L	11-0845	Sir# A70845	
60	Track Hoe	Komatsu PC220 LC-6	11-5256	Sir# A85256	
61	Track Hoe	Komatsu PC 220 LC-6L	11-0384	Sir# A80384	
62	Track Hoe	Komatsu PC220 LC-6LE	11-3539	Sir# A83539	
63	Track Hoe	Komatsu PC200 LC-6LE	11-3631	Sir# A83631	
64	Track Hoe	Komatsu PC220 LC-6LE	11-5394	Sir# A85394	
65	Track Hoe	Komatsu PC220 LC-6LE	11-5420	Sir# A85420	
66	Track Hoe	Komatsu PC220 LC-6LE	11-5423	Sir# A85423	
67	Track Hoe	Komatsu PC220 LC-6 LE	11-3322	Sir# TA83322	
68	Track Hoe	Komatsu PC220 LC-6LE	11-3379	Sir# A83379	
69	Track Hoe	Komatsu PC220 LC-8	11-8157	Sir# A88157	
70	Track Hoe	Komatsu PC220LC-8	11-8329	Sir# A88329	
71	Track Hoe	Komatsu PC250LC-6LE	11-3082	Sir# A83082	
72	Track Hoe	Komatsu PC300 LC-5	11-0199	Sir# A30199	
73	Track Hoe	Komatsu PC300 LC-5LC	11-0200	Sir# A30200	
74	Track Hoe	Komatsu PC300 LC-7L	11-7040	Sir# A87040	
75	Track Hoe	Komatsu PC300 LC-7EO	11-8058	Sir# A88058	
76	Track Hoe	Komatsu PC400 LC-5L	11-0867	Sir# A70867	
77	Track Hoe	Komatsu PC400 LC-6LC	11-0430	Sir# A80430	
78	Track Hoe	Komatsu PC400 LC-7E	11-7519	Sir# A87519	
79	Track Hoe	Komatsu PC400LC-7EO	11-0267	SN# T50267	new
80	Skid Steer	Cat 226	12-3339	Sir# 5FZ03339	
81	Skid Steer	Cat 226	12-3341	Sir# 5FZ03341	
82	Skid Steer	Cat 226	12-3342	Sir# 5FZ03342	
83	Skid Steer	Takeuchi TL 26	12-0263	Sir# 2620263	
84	Skid Steer	Takeuchi TL-126	12-0073	Sir# 21260073	
85	Skid Steer	Bobcat T-190	12-1084	Sir# 519311084	
86	Skid Steer	Bobcat T190	12-2221	Sir# 531612221	
87	Skid Steer	Bobcat T-200	12-8012	Sir# 518918012	
88	Skid Steer	Bobcat T250	12-5067	Sir# A5GS35067	
89	Brush Cat	Brush Cat	12-0263	Sir# 2620263	
90	Loader	Komatsu WA 120-3L	12-0079	Sir# A30079A	
91	Loader	Komatsu WA180 LC-1	12-5423	Sir# TA75423	
92	Loader	Komatsu WA 180-1	12-5746	Sir# A75746	

93	Loader	Komatsu WA180 PT-1	12-6279	Sir# TA76279	
94	Loader	Komatsu WA 180 IT	12-6455	Sir# TA76455	
95	Loader	Komatsu WA 200 L-5	12-5964	Sir# 65964	
96	Loader	Komatsu WA200 L-5	12-8903	Sir# 68903	
97	Loader	Komatsu WA250-3MC	12-1848	Sir# A71848	
98	Loader	Cat 950 G	12-0404	Sir# 4BS00404	
99	Dozer	Cat D3C	13-0234	Sir# 5GS00234	
100	Dozer	Cat D5 G LGP	13-0606	Sir# RKG00606	
101	Dozer	Cat D5 G LGP	13-0914	Sir# FDW00914	
102	Dozer	Cat D5 C LGP	13-1151	Sir# 6CS01151	
103	Dozer	Komatsu D37 P-5	13-3151	Sir# 3151	
104	Dozer	Komatsu D37 P	13-3908	Sir# 3908	
105	Dozer	Komatsu D37 PX-21	13-5101	Sir# 5101	
106	Dozer	Komatsu D37 PX-21	13-5134	Sir# T5134	
107	Dozer	Komatsu D37 PX-21	13-5538	Sir# KMT0D012V01005538	
108	Dozer	Komatsu D39 P-1	13-6331	Sir# P096331	
109	Dozer	Komatsu D39PX-21	13-1278	Sir# 1278	
110	Dozer	Komatsu D41P-6	13-0225	Sir# B30225	
111	Dozer	Komatsu D41 P-6	13-1031	Sir# B21031	
112	Dozer	Komatsu D41 E-6	13-1323	Sir# B21321	
113	Dozer	Komatsu D41 P-6	13-1351	Sir# B21351	
114	Dozer	Komatsu D58E-1	13-2339	Sir# 82339	
115	Dozer	Komatsu D61 PX-12	13-3029	Sir# B3029	
116	Dozer	Komatsu D61PX-12	13-3093	Sir# B3093	
117	Dozer	Komatsu D61 PX-12 W/GPS EQUIP	13-1037	Sir# 1037	
118	Dozer	Cat D6 M LGP W/GPS EQUIPT	13-0596	Sir# 4JN00596	
119	Dozer	Cat D6 M LGP	13-1604	Sir# 4JN01604	
120	Dozer	John Deere850J W/GPS	13-9892	Sir# TO850JX149892	
121	Dozer	John Deere850J W/GPS	13-3150		
122	Dozer	Cat D6R LGP	13-1790	SN# 9PN01790	new
123	Dozer	Cat D6R LGP	13-1734	sir# cat00d6rc9pn01734	
124	Dozer	Cat D6 R	13-1050	Sir# 9PN01050	
125	Dozer	Cat D8 R	13-1127	Sir# 7XM01127	
126	Crane 60 Ton	Link Belt LS118 RM	14-2201	Sir# 2201	
127	Crane 40 Ton	American 599	14-9776	Sir# GS-9776	
128	Boring Rig	Ditch Wich JT4020	59-3060	Sir# 2R3060	new
129	Ditch Wich	Ditch Wich 5110	15-0249	Sir# 5N0249	
130	Ditch Wich	Ditch Wich 5110	15-0434	Sir# 5P0434	
131	DITCH WITCH	DITCH WITCH 3700 DD	15-1215	sir# 3T1215	
132	Ditch Witch	410 SXDD	15-0495	Sir# 4M0495	
133	Roller Asphalt	Bomag BW202 ADH-2	16-1019	Sir# 101640621019	
134	Pnumatic Roller	Rosco 915	16-8333	Sir# 38333	
135	Compactor	Cat 815 B	16-0125	Sir# 17Z00125	
136	Compactor	Cat 815 B	16-1286	Sir# 17Z1286	
137	Roller Smooth	Bomag BW212-D-2	16-0172	Sir# 940172 U	
138	Roller Smooth	Bomag BW212 D-2	16-0263	Sir# 280263	
139	Roller Smooth	Bomag BW213 PH-3	16-1005	Sir# 901581511005	
140	Roller Smooth	Bomag BW211 D-3	16-1095	Sir# 371095	

141	Roller Padfoot	Bomag BW213 PDH-3	16-0201	Sir# 109580240201	
142	Roller Padfoot	Bomag BW213 PDH-3	16-0209	Sir# 240209 V	
143	Roller Padfoot	Bomag BW213 PDH-3	16-1007	Sir# 521007	
144	Roller Padfoot	Bomag BW213 PDH-3	16-1199	Sir# 101580241199	
145	Roller Padfoot	Vibramax 1103-PD	16-3908	Sir# JKC8303908	
146	Roller Padfoot	I-Rand S-D45 FTF	16-4815	Sir# 174815	
147	Roller 36' DD	Wacker RD880V	16-3211	Sir# 673603211	
148	Roller Smooth	Vibramax 602 D	16-9703	Sir# JKC8409703	
149	RT56-SC 36"	Remote Trench Pad Foot Roller	16-9443	SN# 5569443	
150	Broom	Broce RJ350	17-4099	Sir# 404099	
151	Broom	Broce RJ350	17-4586	Sir# 404586	
152	Broom	Cat 6600	17-5460	Sir# 965465	
153	Broom	Broce RJ 300	17-8290	Sir# 88290	
154	Broom	Broce JR350	17-9670	Sir# 89670	
155	Broom	Waldon	17-2648	Sir# 22648	
156	Motor Grader	Cat 140 G	18-3715	Sir# 72V13715	
157	Motor Grader	Komatsu GD530 A	18-0020	Sir# 210020	
158	Motor Grader	Komatsu GD530 A	18-3904	Sir# 203904	
159	Motor Grader	Komatsu GD-655-3CA W/GPS EQUIP	18-1013	Sir# 51013	
160	Motor Grader	Komatsu GD-655-3CA W/GPS EQUIP+C349	18-1224	Sir# 51224	
161	Motor Grader	Champion 720 AVHP	18-9723	Sir# 29723	
162	Motor Grader	Fiatallis FG-65 C	18-5285	Sir# 8555285	
163	Crane 15 Ton	Galion 150A	19-0222	Sir# 10222	
164	Picker 15 Ton	Gallion 150 FA	19-0108	Sir# 10108	
165	Picker 15 Ton	Gallion 150 FA	19-9889	Sir# 9889	
166	Picker 28 Ton	Grove RT528 C	19-3562	Sir# 73562	
167	Vacuum Trl.	VPH-1000	20-1117	Sir# 92-93-1117	
168	Farm Tractor	John Deere 5310	23-3255	Sir# LV5310S233255	
169	Asphalt Paver	Roadtec RP195	25-0143	Sir# RP195X143	
170	C.C.Paver	CMI SF3002	25-5127	Sir# 5127	
171	Rock Spreder	Etnyre	25-5668	Sir# R5668	
172	C.C.Placer	Terex CMI PS-3502	25-7073	Sir# 527073	
173	Road Widener	MTP 4004	25-7193	Sir# 537193	
174	Texture-Tine	TC-3004	25-7193	Sir# 508212	C-DALE
175	Vacuum Trl.	VPH-1000	26-1116	Sir# 92-93-1116	
176	Power Pak	Pipeburst / trailer (new)	27-2487	Engine Sir#PE4045LO72487	VIN # 5BEBV1827AC1
177	Power Pak	New Pipeburst	27-8639	Sir#PE4045L078639	
178	Power Pak	New Pipeburst	27-8640	Sir#PE4045L078640	
179	Curb Paver	Gomaco GT3600	25-0269	Sir# 902900269	CHG #
180	C.C.Paver	Compton Form Rider Paver	31-0000	Sir# Engine Sir#	
181	Manlift	Terex TB 42	33-0025	Sir# 99690025	
182	Mixer	Cat SS250	36-0188	Sir# 6DD00188	
183	Mixer	Cat RM250 C	36-0197	Sir# AWG00197	
184	Mixer	CMI RS-425	36-6229	Sir# 526229	
185	2011	F250 4D L/WB 4x4	37-0175	Vin# 1FT7W2B63BEC00175	new
186	2008	F250 4D	37-0181	Vin# 1FTSW21R98ED40181	
187	2003	F150 E/C	37-0225	Vin# 1FTRX17L83NA50255	
188	2000	Chevy 2500	37-0326	Vin# 1GCGK2943YE390326	

189	2006	F250 4D 4x4	37-0355	Vin# 1FTSW21507EA20355	
190	2010	F150	37-0370	Vin# 1FTFW1EV7AKA90370	new
191	1997	F250 S/C LWB 4x4	37-0384	Vin# 1FTHF26H2VEC30384	
192	2005	F250 4D L/WB	37-0426	Vin# 1FTSW20P25EB90426	
193	1998	Chevy S/C 4x4	37-0724	Vin# 1GCGK24RXWZ170724	
194	2003	F150 S/C L/WD	37-1233	Vin# 2FTRF17203CB01233	
195	2010	F150	37-1239	Vin# 1FTEW1C85AKE31239	new
196	2002	F250 4D S/WB 4x4	37-1888	Vin# 1FTNW21F92EA21888	
197	2006	F150 E/C L/WB	37-2074	Vin# 1FTVX12526NA62074	
198	2006	F150 E/C L/WB	37-2105	Vin# 1FTVX12596NA62105	
199	2004	F150 E/C S/WB	37-2230	Vin# 1FTRX12W84NA72230	
200	2000	F250 S/C L/WB	37-2398	Vin# 3FTNF20L7YMA62398	
201	1998	F150	37-3011	Vin#1FTZF1725WB43011	
202	2003	F150 4D SWB	37-3327	Vin# 1FTRW076X3KD03327	
203	2008	Ford Expedition	37-3382	Vin# 1FMFU20558LA23382	
204	2006	F250 4D	37-3577	Vin# 1FTSW20576EA53577	
205	2007	Chevy E/C	37-3650	Vin# 2GCEK19J371723650	
206	2000	F250 S/C LWB	37-3729	Vin# 1FTNF20L5YEA33729	
207	2005	F150 4D 4x4	37-4519	Vin# 1FTPW14575KD94519	
208	2006	F150 4D S/WB	37-4616	Vin# 1FTPW12V66KD14616	
209	2006	F250 E/C 4x4	37-4930	Vin# 1FTSX21P96EC54930	
210	1994	F250 E/C L/WB Diesel	37-5067	Vin# 1FTHX25K2RKA95067	
211	2005	Jeep Cherokee	37-5930	Vin# 1J4HR58N95C545930	
212	2000	F150 E/C	37-6029	Vin# 1FTRX17L2YNC26029	
213	2003	F250 4D S/WB	37-6161	Vin# 1FTNW21L23EB76161	
214	2003	F150 E/C	37-6326	Vin# 1FTRX17L93NA16326	
215	2011	F350 4D L/WB 4x4	37-6873	Vin# 1FT8W3B68BEA26873	new
216	2008	F250 4D L/WB	37-7134	Vin# 1FTSW20R88EC17134	
217	2007	F250 EC L/WB 4x4	37-7288	Vin# 1FTSX21567EA27288	
218	2004	Chevy 2500 4D L/WB 4x4	37-7519	Vin# 1GCHK23U44F237519	
219	2004	Chevy Suburban	37-8050	Vin# 3GNEC16Z24G198050	
220	2005	F150 E/C	37-8341	Vin# 1FTVX12555NA98341	
221	2005	F150 S/C L/WB	37-8501	Vin# 1FTRF12295NA98501	
222	2008	F250 4D L/WB	37-8768	Vin# 1FTSW20518EE28768	
223	2006	F250 E/C L/WB Tool	37-8805	Vin# 1FTSX20516EB28805	
224	2008	F250 4D S/WB	37-9140	Vin# 1FTSW20558ED79140	
225	2008	Chevy Z71	37-9705	Vin# 3GCEK13J48G299705	
226	2004	F250	37-9843	Vin# 1FTNX20L74ED69843	
227	2005	F250 4D S/WB 4x4	37-9873	Vin# 1FTSW21596EB09873	
228	2001	F350 S/C Service	38-1016	Vin# 1FDWF36F91ED01016	
229	2000	F350	38-3843	Vin# 1FTWW32F9YEC23843	
230	1997	Dodge 3500 S/C F/B 4x4	38-5436	Vin# 1B6MF36D2VJ555436	
231	1998	F350 4D L/WB 4x4 DW	38-6871	Vin# 1FTWW3F9XEA46871	
232	2000	F350 4D L/WB 4x4	38-8494	Vin# 1FTSW31F1YEC08494	
233	1997	F350	38-8525	Vin# 1FTJW35FXVEC88525	
234	1997	F350 4D L/WB 2WD	38-8526	Vin# 1FTJW35F1VFC88526	
235	2011	F250 4D 4x4	37-1972	Vin# 1FTW2B68BED01972	new
236	2011	F250 4D L/WB 2WD	37-9158	Vin# 1FT7W2A69BEB69158	new

237	2008	F E350	38-2505	Vin# 1FBSS31LX8DB12505	
238	1999	FL70 E/C Service	39-7546	Vin# 1FV6HFBA8XHA17546	
239	1997	FL70 S/C F/B	39-8148	Vin# 1FV6HFAC2VH778148	
240	Off Road Dump	2004 725 Articulated truck		sn# AFX01219	new
241	Off Road Dump	2004 725 Articulated truck		sn# AFX01064	new
242	Off Road Dump	Cat D250 E II	40-0543	Sir# 4PS00543	
243	Off Road Dump	Cat D250 E II	40-0544	Sir# 4PS00544	
244	2002	F-550 4x4 Service	40-1552	Vin# 1FDAF57F42ED21552	new
245	2001	F550 4x4 4D Service	40-7668	Vin# 1FDAW57F01ED27668	new
246	1999	F8000 6 yd. Dump	40-1913	Vin# 3FENF80CXXMA01913	
247	1999	Chevey Dump Truck 6YD	40-3436	Vin# 1GGDL7H1C3XJ513436	
248	1995	Volvo WG64T (Haul Truck)	40-4566	Vin# 4V1JDBJF0SR834566	
249	1992	Ford L800 Grapel Truck	40-5274	Vin# 1FDXS82A7NVA15274	
250	Dump Truck	1999 Mack	40-7533	Vin# 1M2AA13YXXW117533	
251	1999	FORD DUMP TRUCK	40-7619	Vin# 3FENF80C7XMA07619	
252	1996	FL70 S/C Service	40-7977	Vin# 1FV6HLAC5TL727977	
253	1994	Ford L-9000 Lube	40-8299	Vin# 1FTYS95B5RVA38299	
254	2005	Sterling Service Truck	40-8342	Vin# 2FZHAZDE95AV58342	
255	1993	Volvo Dump Truck	40-8640	Vin# 4V1JDBLFXPR818640	
256	1994	Mack Haul Truck	40-1051	Vin# 1M2AA13Y2W041051	new
257	1994	Volvo (Green)Dump Truck	40-3458	Vin# 4V2SDBCF4RR513458	new
258	1998	Int'l Water Truck (Mud)	41-3525	Vin# 2HSFMAHR2WC053525	new
259	Water Wagon	Cat 613 C 5000 gal	41-0962	Sir# 8LJ00962	
260	Off Road Water	Terex 3066 C 5,000 gal	41-1030	Sir# A7101030	
261	1985	Mack RS688 LS 4,000 gal.	41-2251	Vin# 1M2T157V0FM002251	
262	1987	F800 Water Truck 2,000 gal.	41-5030	Vin# 1FTWR72PXHVA45030	
263	1988	F800 HYDRO-Cleaner	41-5528	Vin# 1FDPF82K3JYA35528	
264	2002	F550 Service	40-0550	Vin# 1FDAF57F32EB20550	
265	2009	F350 V 10	38-6631	Vin# 1FTWW31Y59EA16631	
266	Welder	Lincon 400 K1273-5	44-6096	Sir# U1980806096	
267	Compressor	Ingersall Rand 185	45-7085	Sir# 297085	
268	Compressor	Ingersall Rand P 185 W1R	45-0295	Sir# 337595UEN295	
269	Compressor	Ingersall Rand P185 W1R	45-0295	Sir# 323038UFL295	
270	Compressor	Ingersall Rand 185	45-0328	Sir# 232105UDD328	
271	Compressor	Leroi	45-0379	Sir# N3272X379	
272	Compressor	Ingersall Rand P375WCU	45-0413	Sir#296788UAJ413	
273	Compressor	IR 185	45-1328	Sir#192913U91328	
274	Compressor	Ingersall Rand 185CFM	45-1328	Sir#192907U91328	
275	Compressor	Ingersall Rand P185 W1R	45-4425	Sir# 364425	
276	Compressor	Sullair 185 DPO JD	45-5271	Sir# 004-125271	
277	Compressor	Ingersall Rand P185 W1R	45-7286	Sir# 317286VKK295	
278	Compressor	Ingersall Rand P185 WIR	45-M295	Sir# 327745UBM295	
279	Fork Lift	Cat DP70	46-0481	Sir# 9CP00481	
280	Hammer	Allied AS 380 (Black)	47-0698	Sir# 0698	
281	Drop Hammer	Arrow 1350 Hydra	47-6435	Sir# 6435	
282	Hammer	Hyram/Mini Exc - 715MXS	47-0538	Sir# 0538	
283	Concrete Saw	Husquvarna FS 6600 D36	48-1001	Sir# 001257871001	
284	Concrete Saw	Target Pro65 III	48-8698	Sir# 378698	

285	Arrow Board	Almond Eclipse	49-0532	Sir# 532AB07	
286	Arrow Board	Almond Eclipse	49-0533	Sir# 533AB07	
287	Arrow Board	Almond Eclipse	49-0534	Sir# 534AB07	
288	Arrow Board	Almond Eclipse	49-0538	Sir# 538AB07	
289	Asphalt Zipper	AZ-480 Milling Machine	50-0163	Sir# 48000163	
290	12" Pump	Pioneer Vac Asst	51-1064	Sir# 1064	
291	12" Pump	Pioneer Vac Asst	51-1325	Sir#	
292	12' Pump	Pioneer Vac Asst	51-1788	Sir# 1788	
293	6' Pump	Comell	51-1235	Engine# 6NHTA-RPEM18-4	
294	6" Pump	Deutz		Sir#	
295	6' Pump	Comell		Sir#	
296	6" Pump	Pioneer		Sir# 0518	
297	4" Pump	H/M Isuzu	51-1500	Sir# Engine Sir#	
298	4" Pump	Deutz	51-2407	Sir#	
299	4" Pump	H/M John Deere/ Pioneer		Sir# 268T	
300		jet pump	51-6704	Sir#	
301	2006	F-750 XL / Etnyre Aspalt Dist.	53-0389	Vin# 3FRXF75N06V300389	
302	1985	Chevy C65 Asphalt Dist. Tack	53-3690	Vin# CCE668V113690	
303	Scraper	Cat 621F	55-0239	Sir# 8PL00239	
304	Scraper	Cat 621F	55-0240	Sir# 8PL00240	
305	Scraper	Cat 621 F	55-0499	Sir# 4SK00499	
306	Scraper	Cat 621F	55-0500	Sir# 4SK00500	
307	Scraper	Cat 621 F	55-0647	Sir# 4SK00647	
308	Light Tower	AMIDA AL4060D4MH	61-4611	Sir# FMF14611	
309	Light Tower		61-1823		
310	Tiller	Quick AttachTiller		Sir#1020550	new
311	Landscape Rake	Stone Dawg		Sir#1020551	new
312		2008 Frac 500 Barrell		5.00E+16	new
313		2008 Frac 500 Barrell		4S9SV46146T084256	new
314		2008 Frac 500 Barrell		4S9SV461X7T084862	new
315		2008 Frac 500 Barrell		4S9SV4617T084698	new
316		Wichita 500 Barrell		WTM-02395	new
317	Frac Tank	10,000			
318	WATER TRUCK	2000 GA FORD R.S.C.	41-2557	SR# 3FRPF75E55V122557	
319	MAN LIFT	Z45/25	33-3817	Z452504-23817	
320	Broom	TERRAMITE	17-0108	SN#23TS0108	
321	WELDER	lincon classic 300D	44-0030	SN# C1070100030	
322	Compressor	Ingersall Rand P 185	45-2023	sn# 382023uarb34	
323	UTILITY VEHICAL	Club car 1550SE		Sir# SY0810-876440	
324	UTILITY VEHICAL	Club car 1550SE		Sir# SY0908-003155	
325	UTILITY VEHICAL	RTV900		Sir# 97094	
326	Lawn Tractor	Kubota ZD331	23-2438	Sir# 32438	
327	Farm Tractor	Massy Ferguson 271X		Sir# 9916BK23031	
328	Office conex	8x20			
329	Office conex	8x20			
330	Office conex	8x20			
331	Vacum Pump	Griffin 6WPRD-921 Well Point sys.	57-0921	Sir# 6WPRD-GFSL02W04J04	
332	Well point drill	Deep Rock DR20 Well Point sys.	57-7881	Sir#1D9AG101291067881	

333	Shredder	Land Pride 15'	99-6368		
334	Power Pak	Pipeburst	99-0150	Sir#T04045TF150	
335	Power Pak	Pipeburst	6693	Sir#T04045796693	
336	Power Pak	Pipeburst	7313	Sir#T04045777313	
337	M.H.Wall Sealer	Pro Pump & Gun	99-0596	Sir#500596	
338	Message Board	Dot-Sign DH-1000	3904	Sir# 513904	
339	Arrow Board	B 429/		Sir# 9506	
340	Generator	600T-2006 125 KW		Sir# 129908	
341	Disc	Big Yellow 24"		Sir#	
342	Welder	Miller 225		Sir# LB321358	
343	Pres.Washer	PGDC 5-2500		Sir#	
344	Trench Burner	John Deere		Sir#	
345	Total Station	Pentax PC325		Sir# 730288	
346	1988	S1900 International	41-5609	Vin# 1HSLRTVN1JH585609	
347	2005	Peterbuilt 378	0103	Vin# 1XPFDB0X95D850103	
348	1984	Chevy CG70 / Scorpion Attenuator	25-1238	Sir# 01238	
349	2002	Chevy E/C LWB	1041	Vin# 1GCEC19T9E181041	
350	Arrow Board		1329	Sir#	
351	Arrow Board		1454	Sir#	
352	1998	FORD DUMP TRUCK	1872	Vin#3FENF80C0XMA01872	
353	2001	F350	2308	Vin#1FTWW32S81EA22308	
354	2002	Chevy 2500 4x4	3946	Vin# 1GCHK23U62F213946	
355	2005	Mercedes Van - TV Equipment	5039	Vin#WDYPD544555795039	C-DALE
356	1991	1991 International 2000 gal	7543	Vin# 1HSHANWN4MH377543	
357	1990	International Lube Truck	7593	Vin# 1HSHATVN2LH697593	
358	Message Board		9089	Sir# 4GM2M151351409089	
359	Message Board		9090	Sir# 4GM2M151X51409090	
360	Brushhog	Bobcat Brushcat 60"	12-0623	Sir# 2620263	
361		04 Jayco CT	200077	Vin# 1UJBJ02R241EM0077	NOFILE
362		Mobile Home	200153		
363		16x80 Mobile Office	200414	Sir# CLW000414 TX	
364		Trail King Trailer	200891	Vin# 1TKJ053385M040891	
365		Job Trailer 12x56	201278	Vin#	
366		Gooseneck Trailer	201593	Vin# 1D9GN24267B601593	
367		16x80 Mobile Office	201680	Sir# 16X80	
368		Job Trailer 8x28	201939	NO	
369		Cargo Trailer 16'	202602	Vin# 5NHUEH6246W052602	
370		Job Trailer 12x60	202810	NO	
371		Job Trailer 12x60	203431	NO	
372		TR385 Trailer	203476	Vin#null	
373		TR311 Trailer	203678	Vin#	
374		Lowboy 18' Trailer	205218	Vin#	
375		Cherokee Travel Trailer	205405	Vin# 4X4TCKD227X105405	
376		Lowboy 20' Trailer	205540	Vin# 5BEBU20237C145540	
377		Cherokee Travel Trailer	205896	Vin# 4X4TCKD237X105896	
378		Trailmaster Trailer	206064	Vin# 5BEBF25253C126064	
379		Lowboy 18' Trailer	207081	Vin# 1C9UT182X5L347081	

380		Trailmaster 18' Trailer	207187	Vin# 5BEBU18215C137187	
381		Trailmaster 18' Trailer	207188	Vin# 5BEBU18235C137188	
382		Office Trailer 8x28	209186	NO	
383		Trench Box 8x24	211023	Sir# 1023	
384		Trench Box 8x24	211024	Sir# 1024	
385		Total Station ATS600	220529	Sir# 64620529	
386		Total Station ATS-3D plus key	220742	Sir# 64620742	
387		Nikon NPL-352 Total Sta	221271	?	
388		Operator Control Box plus key	221648	?	
389		GPS System	221826	? NOT ON LIST	
390		Terramodel Const Pack	225435	Sir# 485436	
391		Bidwell Bridge Deck Paver	250001	Sir# B3600239	
392		CMI Road Widener Kit	256843	SIR# R6843	
393		TV Camera	260300	SIR# 0300	
394		Winch Assembly	263038	SIR# 3038	
395		Landa Steamer & Trailer	292272	MAKE A FILE	
396		Honda Pressure Washer	296863	SIR# 296863	
397		Honda Pressure Washer	296864	SIR# 296864	
398		Shaker Screed	315670	MAKE A FILE	
399		Allen Razorback Screed	317169	MAKE A FILE	
400		Paving Forms / 8" & 10" 15,000 FT	350001		
401		Auto Crane 5005EH	407977.01	Sir# 0306-023	
402		Detroit 150KW Generator	429908	Sir# 129908	
403		Lincoln 400 K1273-5	446095	Sir# U1980806096 MAKE FILE/ K1278-5	C-DALE
404		IR P185 Air Comp	453038	MAKE A FILE	
405		Sull Air Comp 185	455271	MAKE A FILE	
406		IR P185 Air Comp	457595	SIR# 337595	
407		IR P185 Air Comp	457745	Sir# 327745	
408		Case 586G Forklift	461240	Sir# JJG0291240	
409		Lull Forklift	462276	SIR# 97Y19P22276	
410		Hairpin Hammer 4000#	474020	Sir# 4000	
411		Hyd Hammer NPK 4X (cat)	479093	SIR# 69093	
412		Solar Arrowboard	495327	Sir# 532AB07	
413		Solar Arrowboard	495337	Sir# 533AB07	
414		Solar Arrowboard	495347	Sir# 534AB07	
415		Solar Arrowboard	495387	Sir# 538AB07	
416		Solar Tech Mess Board	498759	SIR# 408759	
417		Solar Tech Mess Board	498761	SIR# 408761	
418		GR-CB6 Pump	510858	?	
419		Pioneer Pump PP1212S2	511058	?	
420		12" pump	511235	?FILE	
421		Pump 4NNTF3L	513655	?	
422		Peerless Pump	516704	?FILE	
423		Pump 6NHTAF4	518902	?	
424		6000 Gallon Tank	540001.01		
425		Skid tank 1000 gal	560215	10215 TANK #	

426		Skid tank 10000 gal	560244	10244 TANK #	
427		Dewatering System	570921	Sir# 6WPRD-82	
428		ESI Phone System	990017	Sir# 0017	
429		Ricoh C5000	990494	Sir# V1395100494	
430		Ricoh 2045	993408	Sir# J5937203408	
431		Trench Box 10x24x6	99-1164	Sir# 1164	
432		Trench Box 6x24x4	99-1165	Sir# 1165	
433		Trench Box 816DW4KE	99-2981	Sir# 2981	
434		6" Piercing Tool Pkg	99-0118	Sir# P160913V118	
435		CONEX BOXES / 8' X 20'	TOTAL 41		
436		EXTRA BUCKETS VARIOUS SIZES	TOTAL 15		
437		TRENCH BOXES VARIOUS SIZES	TOTAL 5		
438		RAKES 10' FT	TOTAL 2		
439		C.C. Screeds	TOTAL 10		
440	Press washer	trailer	43-622	Sir# 622	
441	2002	TRMA	5x10 Lowboy	Vin# 5BEBU08122C124266	
442	2001	Bourg Trl.	Utility(curing comp.)	Vin# 4J1FS081X1B006630	
443		Office	8x24	20-3894	
444	2006	Trailer	Cargo Green 6X12	Vin# 16HCB12166K010703	
445		Office		20-7771	
446	1997	Bourg Trl.	18' FT	Vin# 4J1FS1820VB003031	
447	2004	Bourg Trl.	18' FT	Vin# 4J1FS18264B008734	
448	2007	Cherokee	Travel Trailer	5405	Vin# 7X105405
449	2006	Big Tex	18' Lowboy	Vin# 16VPX182162E24894	
450		Trailer	Goose Neck		
451	1992	C&F Trailer	18Ft. Lowboy	Vin# 1C9UT1822NL347009	
452	1992	C&F Trailer	18Ft. Flat Trailer	Vin# 1C9UT1823NL347035	
453	1992	Hale Trailer	18Ft.	Vin# 1C9UT1825HL347019	Sir#47019
454	1991	C&F Trailer	18Ft. UT Trailer	Vin# 1C9UT1828ML347013	
455	1998	TRMA Trailer	10Ft. Flatbed Trl.	Vin# 1T9US1017WC023495	
456	1991	C&F Trailer	18Ft. Lowboy	Vin# 1C9UT1820ML347010	
457	2003	Trailmaster	18Ft. Utility Trl.	Vin# 5BEBU18273C127938	
458	1999	Trailmaster	18Ft. Lowboy	Vin# 5BEBU1829XC11116	
459	2000	Trailmaster	10Ft. Trailer	Vin# 5BEBU1016YC112843	
460		Office Trailer		28271	
461		Office Trailer		59882	
462	2001	Trail Master	18' Lowboy	Vin# 5BEBU18241C117753	
463	2001	Trail Master	16' Lowboy	Vin# 5BEBU16271C119645	
464	2007	FB Trailer	5x10	Vin# 1M9FS10107T449011	
465	2006	Tx Bragg	Pres.Washer	Vin# 17XF6122461063836	
466		Office	8x25 Test Lab	20-8228	
467	1999	Trail Master	16' Lowboy	Vin# 5BEBU1622XC111462	
468			28' Office	1341	
469	2006	Trailmaster	6x12 P/W	Vin# 5BEBU121X6C1432622	
470			Pres.Washer		
471	1999	Bourg	6x18 Lowboy Tilt	Vin# 4J1FS1827XB003806	
472	2006	Trail Master	6x8 Lowboy U/T	Vin# 5BEBU12166C143973	
473	1999	Trail Master	27' Goose Neck	Vin# 5BEBF3222XC111649	

474	2004	Trail Master	18' Lowboy	Vin# 5BEBU18254C133917	
475		Office	Trailer	20-5724	
476		Office	Trailer	20-5138	
477	2009	Trail Master	20' Car Hauler	Vin# 5BEBU20289C152468	
478	2007	Trail Master	6x12 U/T	Vin# 5BEBU12137C147772	
479	2007	Trail Master	5x10 U/T	Vin# 5BEBU10127C148379	
480	2006	Trail Master	16' Lowboy	3232	
481	2005	Cargo Mate	16' Box	Vin# 5nhueh6246w052602	
482		Trailer	Goose Neck Old (Bent)		
483		Mobil Home	TR311	20-3678	
484		Mobil Home	TR385	20-3476	
485	1998	Trailer P/W	Bour/UT 6x10	Vin# 4J1FS0813WB003284	
486	2002	Utility		Vin# 17XFP162X21020207	
487	2009	Wyoming C684		5099	
488	1996	25 Ft	Bourg Trailer	Vin# 4G1FS2920TB002320	
489	2006	Cargo	6X12	Vin# 16HCB121666K008921	
490	2006	Utility Trailer		Vin# 5BEBU18286C142338	
491	2004	Trail Master		Vin# 5BEBU12154C134033	
492	2002	Trail Master	8' Utility	Vin# 1BENU08102C124251	
493	1998	Tow Master	Pindel Hitch 25'	Vin# 4KNFT1923WL162053	Vin# WL162053
494	2007	Intruder	Welding Trailer 10'	Vin# 1UFFS08198T030001	
495	1998	Old Rebuilt	20' Lowboy	Vin# 1T9US2026WC023521	Vin# WC023521
496	2006		18' Lowboy	Vin# 5bebu18207c145218	
497	2009	Trail Master	20' Deck Over W/5'Dove	Vin# 5BEBF25259C152429	
498	2005	Trailer P/W	Texas Bragg	Vin# 17XF12551051841	
499	1999	G/NTrailer	Bourg	Vin# 4J1FS3527XB004325	
500		Trailer	Cargo 5x8 Red	Vin# 1G9CS0818XC223700	
501		Trailer	Cargo 6x10 Vin#5170	Vin# 16HCB10181H085170	
502	Office	Trailer	#1376	1376	
503	1989	Nabors Trailer 40 ft	40Ft. Haul Trailer	Vin# 1NT302454K1000475	
504	1986	Rehab	18Ft.	Vin# 17YBP162XGB003636	Sir#03636
505	1992	Hale Trailer	18Ft.	Vin# 1C9UT1823NL347018	Sir#47018
506	1996	Bourg Trailer	18Ft. Utility Trl.	Vin# 4J1FS1825TB002177	Sir#02177
507	2003	Trailmaster	10Ft. Utility Trl.	Vin# 5BEBU10143C127863	
508		Trailer	18Ft.	8626	Sir#38626
509	Office	12x60		Bad	
510	2009	Keystone Everest 305T		Vin# 4YDF305219E770443	
511	GPS system	Trimble GCS1900	13-0596		
512	GPS system	Trimble GCS1900	18-1224		
513	GPS system	Trimble GCS1900			
514	GPS system	Trimble GCS1900			
515	GPS system	Trimble GCS1900			
516	GPS system	Trimble GCS1900			

CONSTRUCTION EXPERIENCE OF PRINCIPLE INDIVIDUALS

NAME	PRESENT POSITION OR OFFICE	YEARS OF CONSTRUCTION EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
T.W. HARRISON	PRESIDENT	38	MANAGEMENT	PRINCIPAL
E.R. ALLEN	VICE PRESIDENT	58	MANAGEMENT	PRINCIPAL
M.D. HARRISON	COMPTROLLER	22	MANAGEMENT	COMPTROLLER
J.L. PING	DIVISION MANAGER	32	MANAGEMENT	DIVISION MANAGER
C. GREEN	ASST COMPTROLLER	14	MANAGEMENT	ASST COMP.
K. BURRELL	DIVISION MANAGER	25	MANAGEMENT	DIVISION MANAGER
B.E. PATTERSON	DIVISION MANAGER	52	MANAGEMENT	DIVISION MANAGER
J.A. ZINN, R.A.	REGISTERED ARCHITECT	36	ARCH/MGMT	ARCH/MGMT
T. STINSON	PROJECT MANAGER	35	MANAGEMENT	PROJECT MANAGER
B. HARRISON	PROJECT MANAGER	7	MANAGEMENT	PROJECT MANAGER
A. GONZALES	PAYROLL ADMIN	32	MANAGEMENT	PAYROLL ADMIN
M.B. DELORD	ADMINISTRATION	23	MANAGEMENT	ADMINISTRATION
J. CHRISTOPHER	SUBCONTRACT/P.O. ADMINISTRATION	18	MANAGEMENT	SUBCONTRACT/P.O. ADMINISTRATION
D.SULLIVAN	EQUIPMENT SUPERVISOR	12	EQUIP SUPRV	EQUIP SUPERVISOR
H. ZOMORODIAN	SUPERINTENDENT	27	COMMERCIAL	SUPERINTENDENT
G. GROS	SUPERINTENDENT	32	UTILITY, HEAVY	SUPERINTENDENT
G. BURKS	SUPERINTENDENT	32	COMMERCIAL, UTILITY	SUPERINTENDENT
J. ROBINSON	SUPERINTENDENT	33	COMMERCIAL	SUPERINTENDENT
J. DUPRE	SUPERINTENDENT	33	UTILITY, HEAVY	SUPERINTENDENT
M. NUNEZ	SUPERINTENDENT	27	UTILITY, HEAVY	SUPERINTENDENT
R. WAGNON	SUPERINTENDENT	27	UTILITY, HEAVY	SUPERINTENDENT
T. KELLEY	SUPERINTENDENT	26	HEAVY, HIGHWAY	SUPERINTENDENT

CONSTRUCTION EXPERIENCE OF PRINCIPLE INDIVIDUALS

NAME	PRESENT POSITION OR OFFICE	YEARS OF CONSTRUCTION EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
B. CRANE	SUPERINTENDENT	25	COMMERCIAL	SUPERINTENDENT
R. WARE	SUPERINTENDENT	32	UTILITY, HEAVY	SUPERINTENDENT
R. WEYLER	SUPERINTENDENT	27	COMMERCIAL	SUPERINTENDENT
B. SAULS	SUPERINTENDENT	12	UTILITY, HEAVY	SUPERINTENDENT
D. TERRY	SUPERINTENDENT	22	UTILITY, HEAVY	SUPERINTENDENT
F. RUIZ	SUPERINTENDENT	27	UTILITY	SUPERINTENDENT
R. TIENDA	SUPERINTENDENT	16	UTILITY	SUPERINTENDENT
M. WILKERSON	SUPERINTENDENT	37	COMMERCIAL	SUPERINTENDENT
T. THOMPSON	SUPERINTENDENT	17	COMMERCIAL	SUPERINTENDENT
K. DUPRE	SUPERINTENDENT	13	UTILITY	SUPERINTENDENT
K. FONTENOT	SUPERINTENDENT	22	HEAVY, HIGHWAY	SUPERINTENDENT
T. WARE	SUPERINTENDENT	9	UTILITY, HEAVY	SUPERINTENDENT

16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? PLEASE SEE ATTACHED.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner, in verification of the recitals comprising this statement of Bidder's Qualifications.

The Bidder shall provide a brief description of any litigation or administrative proceeding of the following types, either pending or concluded within the proceeding year, to which the Bidder (and the ultimate controlling person, if different from the Bidder) or any of its directors or executive officers was a party or of which the property of any such person is or was the subject; the names of the parties and the court or agency in which such litigation or proceeding is or was pending shall be given:

(a) Administrative or judicial proceedings of any state federal agency or authority concerning environmental violations; NONE

(b) Proceedings which may have a material effect upon the solvency of the ultimate holding company, including but not necessarily limited to, bankruptcy and receivership; and NONE

(c) Criminal proceedings. NONE

Dated at BEAUMONT, TX this 18TH day of AUGUST, 2015.

ALLCO

(Name of Bidder)

By T.W. HARRISON

Title PRESIDENT

STATE OF TEXAS)

) §.

COUNTY OF JEFFERSON)

T.W. HARRISON being duly sworn deposes and says that he is

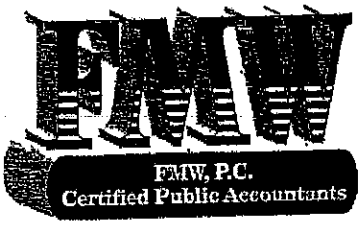
PRESIDENT of ALLCO
(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.
SUBSCRIBED AND SWORN TO BEFORE ME this 18TH day of AUGUST, 2015.

Jacqueline Christopher
(Notary Public)

My Commission Expires:
MAY 21, 2016

JACQUELINE CHRISTOPHER
Notary Public, State Of Texas
My Commission Expires
05-21-2016



LARRY L. MILLS, CPA
DAVID E. WHITE, CPA
TERRY S. WHIDDON, CPA
WM. KEITH KELLEY, CPA
RYAN C. HARKEY, CPA

PATTI R. MITCHELL, CPA
KIM PENNY, CPA
REBECCA L. ROGERS, CPA
CHRISTOPHER R. LANIER, CPA

H. B. FUNCHESS III, CPA
(1932-1995)

INDEPENDENT AUDITORS' REPORT

To the Members
Allco, LLC
Beaumont, Texas

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Allco, LLC and its subsidiary which comprise the consolidated balance sheet as of December 31, 2014, and the related consolidated statements of income, and comprehensive income, members' equity, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

1150 NORTH ELEVENTH ST. • BEAUMONT, TX 77702-1207
409-838-3755 • 1-888-FMW-CPAS (369-2727) • FAX 409-838-1491 • www.fmwcpas.com

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Allco, LLC and its subsidiary, as of December 31, 2014, and the results of their operations and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

FMW, P.C.

Beaumont, Texas
May 4, 2015

ALLCO, LLC AND SUBSIDIARY

CONSOLIDATED BALANCE SHEET
December 31, 2014

Assets

Current Assets		
Cash		$ 8,313,123
Marketable securities		647,576
Accounts receivable (including Retainage $2,418,606)		15,508,503
Deposits		159,880
Cash value of life insurance		229,857
Cost and estimated earnings in excess of billings		1,210,184
Other current assets		12,726
Total Current Assets		26,081,849
Fixed Assets		
Land	$ 250,000	
Machinery and equipment	16,435,063	
Vehicles	4,429,702	
Capitalized permitting cost	310,709	
Sewer lines	7,141,962	
Waste water treatment plant	519,497	
Total Fixed Assets	29,086,933	
Less: Accumulated depreciation	(17,595,655)	
Total Fixed Assets Net		11,491,278
Total Assets		$ 37,573,127

The accompanying notes are an integral part of these consolidated financial statements.

ALLCO, LLC AND SUBSIDIARY

CONSOLIDATED BALANCE SHEET
December 31, 2014

Liabilities and Members' Equity

Current Liabilities		
Accounts payable and accrued expenses (including retainage of $842,431)		$ 11,703,935
Billings in excess of cost and estimated earnings		1,048,704
Notes payable		1,058,056
Other current liabilities		120,135
Total Current Liabilities		13,930,830
Long-Term Liabilities		
Long-term debt	$ 4,644,387	
Other long-term liabilities	529,970	5,174,357
Total Liabilities		19,105,187
Members' Equity		18,467,940
Total Liabilities and Members' Equity		$ 37,573,127

The accompanying notes are an integral part of these consolidated financial statements.

SECTION E
BID SURETY

INSERT BID SURETY HERE

SECTION F
CONTRACT

CONTRACT

THIS AGREEMENT made this _____ day of _____, 2015, by and between **ALLCO** a Corporation organized and existing under the laws of the State of **Texas** hereinafter called the "Contractor", and **JEFFERSON COUNTY, TEXAS**, hereinafter called the "Owner".

W I T N E S S E T H:

That the Contractor and the Owner for the consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, incidentals and services, including utility and transportation services and perform and complete all work required for the construction of **Runway 12-30 Reconstruction at Jack Brooks Regional Airport** in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price. The Owner will pay the Contractor, because of his performance of the Contract, for the total quantities of work performed at the lump sum and unit prices stipulated in the Proposal for the **Base Bid, not to exceed a total contract value of Three Million, Two Hundred Sixty Thousand, Three Hundred Twenty-five dollars and Ninety /100 ($3,260,325.90)** subject to additions, and deductions as provided in the Section entitled "CHANGES IN THE WORK" under GENERAL PROVISIONS.

ARTICLE 3. Contract Time. The Contractor agrees to begin work within ten (10) calendar days after issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within **ONE-HUNDRED-FIFTY (150)** consecutive calendar days thereafter (except as modified in accordance with the GENERAL PROVISIONS of these Contract Documents). If the Contractor shall fail to complete the work within the time specified, he and his Surety shall be liable for payment to the Owner, as liquidated damages ascertained and agreed, and not in the nature of a penalty, the amount specified in the PROPOSAL of these Contract Documents for each day of delay. To the extent sufficient in amount, liquidated damages shall be deducted from the payments to be made under this Contract.

ARTICLE 4. Contract. The executed Contract Documents shall consist of the following:

a. Advertisement and Invitation to Bidders
b. Instructions to Bidders
c. Bid Form and Proposal
d. Executed Contract
e. Statement of Bidder's Qualifications
f. List of Proposed Subcontractors
g. Performance and Payment Bonds
h. Certificates of Insurance and Insurance Policies
i. General Provisions (FAA AC 150/5370-10F)
j. Special Provisions
k. Addenda (if any)
l. Wage Rates
m. Technical Specifications
n. Drawings
o. Third Party Insurance

This Agreement, together with other Documents enumerated in this Article 4, which said other Documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provisions in any component part of this Contract conflicts with any

provision of any other component part, the conflict shall be resolved by the Engineer whose decision shall be final.

ARTICLE 5. Surety. The Surety on the Performance-Payment Bond shall be a surety company of financial resources satisfactory to the Owner, authorized to do business in the State of Texas, and shall comply with applicable Texas laws.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in four (4) counterparts, each of which shall be considered an original on the day and year first above written.

ALLCO
(Contractor)

ATTEST: Mary Beth DeLora By T.W. Harrison

MARY BETH DeLORA Title: President
(Print the names underneath all signatures)

ALLCO, L.L.C. TEXAS

PO Box 3684
(Street)

Beaumont TX 77704
(City)

JEFFERSON COUNTY, TEXAS,
(Owner)

ATTEST: Carolyn L Guidry By Jeff R. Branick

CAROLYN L. GUIDRY Title: Jefferson County Judge
(Print the names underneath all signatures)

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

SECTION G
NOTICE OF AWARD AND NOTICE TO PROCEED

GARVER
11111 Katy Freeway
Suite 910
Houston, TX 77079

TEL 713.491.8333
FAX 713.973.5777

www.GarverUSA.com

October 27, 2015

T. W. Harrison
ALLCO
P.O. Box 3684
Beaumont, TX 77704
NOTICE OF AWARD

PROJECT OWNER: JEFFERSON COUNTY
FAA AIP GRANT No. 3-48-0018-031-2015
CONTRACT FOR: RUNWAY 12-30 RECONSTRUCTION
CONSTRUCTION OF: JACK BROOKS REGIONAL AIRPORT

You are notified that your Bid dated August 18, 2015 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for the Base Bid.

The Contract Price of your contract is Three Million, Two Hundred Sixty Thousand, Three Hundred Twenty-five dollars and Ninety /100 ($3,260,325.90).

You must comply with the following conditions precedent within FIFTEEN (15) days of the date of this *Notice of Award* that is by, November 11, 2015.

1. You must deliver to the **OWNER 4** fully executed counterparts of the Agreement including all the Contract Documents.

2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Advertisement for Bids, General Conditions (Article 2), and Supplementary Conditions.

3. You must deliver to the **OWNER** 4 original ***Certificates of Insurance,*** naming the Owner ***(Jefferson County)*** and Engineer ***(Garver, LLC.)*** and their respective agents and employees, to be expressly named as additional insured's, in accordance with the General Conditions.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default, to annul this Notice of Award, and to declare your Bid Security forfeited.

Within ten (10) days after you comply with the above conditions, OWNER will return to you one (1) fully signed counterpart of the Agreement with the Contract Documents attached.

Sincerely,
GARVER

Thomas D Dodson, PE

Senior Project Manager

ACCEPTANCE OF AWARD:
CONTRACTOR:
ALLCO
BY: T.W. Harrison
TITLE: President
DATE:

L:\2014\14121507 - BPT - RW 12-30 Recon and Resurfacing TW\Contracts\Construction\Notice of Award.docx

XXXXXXX, 201X

XXXXXXXXXXX
XXXXXXXXXXX
XXXXXXXXXXX
XXXXXXXXXXX

Re: Jack Brooks Regional Airport
Runway 12-30 Reconstruction; Jefferson County Contract 15-017/JW
AIP No. 3-48-0018-031-2015
Notice to Proceed

Dear Mr. _____:

Please consider this letter as your Notice to Proceed with construction on the above referenced project, effective XXXXXXX, 201X.

Under the terms of the Contract, contract time will start when construction begins or ten (10) days after the effective date of this Notice to Proceed, whichever comes first. Work must be completed within 150 calendar days of the start of contract time. Before you start work at the site, Special Provisions Section C-01 requires that you must deliver to the Engineer and Owner Certificates of Insurance which you are required to purchase and maintain in accordance with the Contract. As stipulated in the Contract Proposal, failure to complete the work within the contract time shall result in the assessment of liquidated damages. The damages are therein set in the amount of $1,000.00 per calendar day.

As required in Section 80-03, a construction schedule is to be submitted as soon as possible since no schedule was submitted at the pre-construction meeting of XXXXXXXXXXX, 201X.

Please call me if you have any questions.

Sincerely,

GARVER, LLC

Thomas D Dodson, P.E.
Sr. Project Manager

CC: Alex Rupp, Jack Brooks Regional Airport (via email)

SECTION H
PAYMENT, PERFORMANCE BONDS and CERTIFICATE of INSURANCE

PAYMENT BOND

STATUTORY PERFORMANCE BOND

(Texas Public Work)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No.: 106027686	

KNOW ALL MEN BY THESE PRESENTS, that Allco

(hereinafter called the Principal), as Principal and Travelers Casualty and Surety Company of America (hereinafter called the Surety), as Surety, are held and firmly bound unto Jefferson County

(hereinafter called the Obligee), as Obligee, in the amount of **Three Million, Two Hundred Sixty Thousand, Three Hundred Thwenty-five dollars and Ninety/100**.

($**3,260,325.90**) dollars for the payment where of, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the day of , 20 , to Contract For: Runway 12-30 Reconstruction

which contract is hereby referred to and made a part hereof and to the same extent if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions of said Code to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this day of , 20 .

ALLCO, L.L.C. TEXAS

Allco
(Principal)

By: _____
T.W. Harrison/President

Travelers Casualty and Surety Company of America

By: _____
K.Scott Miller, Attorney-in-Fact

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 226569 **Certificate No.** 006052113

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Larry W. Smith, George M. Haynes, and K. Scott Miller

of the City of Beaumont, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 5th day of September, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the 5th day of September, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

_____
Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company 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 in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20 ___.

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

PERFORMANCE BOND

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/9/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Christina Stafford
Gulf Coast Insurance Agency PO Box 7750 Beaumont TX 77726	PHONE (A/C, No, Ext): (409) 924-3302 FAX (A/C, No): (409) 924-3302 E-MAIL ADDRESS: cs1@gcia-tx.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Allco, LLC, Allco, Inc. All-Rent, Ltd. Allco, Ltd.; Rehab Construction, Bolivar Utility P.O. Box 3684 Beaumont TX 77704	INSURER A: Travelers Casualty & Surety Company	
	INSURER B: Charter Oak Fire Ins. Co	25615
	INSURER C: Travelers Casualty & Surety Company	
	INSURER D: Travelers Indemnity Co of	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** MASTER 2015/2016 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			CO1A548738	6/1/2015	6/1/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			8105465B446	6/1/2015	6/1/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist combined	$ 1,000,000 $ $ $ $
C	[X] UMBRELLA LIAB [x] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $ 10,000			CUP5467B882	6/1/2015	6/1/2016	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB1A548609	6/1/2015	6/1/2016	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Contractor's Equipment			6608069X439	6/1/2015	6/1/2016	Leased/Rented $5,000 DED	$500,000
B	Business Auto- Hired			8105465B446	6/1/2015	6/1/2016	$1MM BLKT @ ACV	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

FAA AIP Grant No. 3-48-0018-031-2015
Project For: Runway 12-30 Reconstruction for Jack Brooks Regional Airport:

The general liability, automobile liability and umbrella policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER

Jefferson County
and Garver, LLC
1149 Pearl Street
Beaumont, TX 77701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

George Haynes/CMS

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The ACORD name and logo are registered marks of ACORD

COMMENTS/REMARKS

The general liability, automobile liability, umbrella and workers compensation policies include a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

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INSERT INSURANCE DOCUMENTS HERE

SECTION I
GENERAL PROVISIONS
(FAA AC 150/5370-10G)

GENERAL PROVISIONS

SECTION 10
DEFINITION OF TERMS

Whenever the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be interpreted as follows:

10-1 AASHTO. The American Association of State Highway and Transportation Officials, the successor association to AASHO.

10-2 ACCESS ROAD. The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public highway.

10-3 ADVERTISEMENT. A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

10-4 AIRPORT IMPROVEMENT PROGRAM (AIP). A grant-in-aid program, administered by the Federal Aviation Administration (FAA).

10-5 AIR OPERATIONS AREA (AOA). For the purpose of these specifications, the term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.

10-6 AIRPORT. Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; and airport buildings and facilities located in any of these areas, and includes a heliport.

10-7 ASTM INTERNATIONAL (ASTM). Formerly known as the American Society for Testing and Materials (ASTM).

10-8 AWARD. The Owner's notice to the successful bidder of the acceptance of the submitted bid.

10-9 BIDDER. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

10-10 BUILDING AREA. An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.

10-11 CALENDAR DAY. Every day shown on the calendar.

10-12 CHANGE ORDER. A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, must be within the scope of the contract.

10-13 CONTRACT. The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: Advertisement, Contract Form, Proposal, Performance Bond, Payment Bond, any required insurance certificates, Specifications, Plans, and any addenda issued to bidders.

10-14 CONTRACT ITEM (PAY ITEM). A specific unit of work for which a price is provided in the contract.

10-15 CONTRACT TIME. The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.

10-16 CONTRACTOR. The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.

10-17 CONTRACTOR'S LABORATORY. The Contractor's quality control organization in accordance with the Contractor Quality Control Program.

10-18 CONSTRUCTION SAFETY AND PHASING PLAN (CSPP). The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.

10-19 DRAINAGE SYSTEM. The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.

10-20 ENGINEER. The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering inspection of the contract work and acting directly or through an authorized representative.

10-21 EQUIPMENT. All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.

10-22 EXTRA WORK. An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.

10-23 FAA. The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his or her duly authorized representative.

10-24 FEDERAL SPECIFICATIONS. The Federal Specifications and Standards, Commercial Item Descriptions, and supplements, amendments, and indices thereto are prepared and issued by the General Services Administration of the Federal Government.

10-25 FORCE ACCOUNT. Force account work is planning, engineering, or construction work done by the Sponsor's employees.

10-26 INSPECTOR. An authorized representative of the Engineer assigned to make all necessary inspections, observations and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

10-27 INTENTION OF TERMS. Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer, subject in each case to the final determination of the Owner.

Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or

cited standard that may be pertinent to such specific reference.

10-28 LABORATORY. The official testing laboratories of the Owner or such other laboratories as may be designated by the Engineer. Also referred to as "Engineer's Laboratory" or "quality assurance laboratory."

10-29 LIGHTING. A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.

10-30 MAJOR AND MINOR CONTRACT ITEMS. A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.

10-31 MATERIALS. Any substance specified for use in the construction of the contract work.

10-32 NOTICE TO PROCEED (NTP). A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

10-33 OWNER. The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only.

10-34 PASSENGER FACILITY CHARGE (PFC). Per 14 CFR Part 158 and 49 USC § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls."

10-35 PAVEMENT. The combined surface course, base course, and subbase course, if any, considered as a single unit.

10-36 PAYMENT BOND. The approved form of security furnished by the Contractor and his or her surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.

10-37 PERFORMANCE BOND. The approved form of security furnished by the Contractor and his or her surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

10-38 PLANS. The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications.

10-39 PROJECT. The agreed scope of work for accomplishing specific airport development with respect to a particular airport.

10-40 PROPOSAL. The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.

10-41 PROPOSAL GUARANTY. The security furnished with a proposal to guarantee that the bidder will enter into a contract if his or her proposal is accepted by the Owner.

10-42 RUNWAY. The area on the airport prepared for the landing and takeoff of aircraft.

10-43 SPECIFICATIONS. A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.

10-44 SPONSOR. A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.

10-45 STRUCTURES. Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; flexible and rigid pavements; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.

10-46 SUBGRADE. The soil that forms the pavement foundation.

10-47 SUPERINTENDENT. The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.

10-48 SUPPLEMENTAL AGREEMENT. A written agreement between the Contractor and the Owner covering (1) work that would increase or decrease the total amount of the awarded contract, or any major contract item, by more than 25%, such increased or decreased work being within the scope of the originally awarded contract; or (2) work that is not within the scope of the originally awarded contract.

10-49 SURETY. The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.

10-50 TAXIWAY. For the purpose of this document, the term taxiway means the portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.

10-51 WORK. The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.

10-52 WORKING DAY. A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.

END OF SECTION 10

SECTION 20
PROPOSAL REQUIREMENTS AND CONDITIONS

20-1 ADVERTISEMENT (NOTICE TO BIDDERS). *(See Page A-2)*

20-2 QUALIFICATION OF BIDDERS. Each bidder shall furnish the Owner satisfactory evidence of his or her competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, a list of equipment that would be available for the work, and a list of key personnel that would be available. In addition, each bidder shall furnish the Owner satisfactory evidence of his or her financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year.

Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether his or her financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.
Unless otherwise specified, a bidder may submit evidence that he or she is prequalified with the State Highway Division and is on the current "bidder's list" of the state in which the proposed work is located. Such evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

Each bidder shall submit "evidence of competency" and "evidence of financial responsibility" to the Owner at the time of bid opening.

20-3 CONTENTS OF PROPOSAL FORMS. The Owner shall furnish bidders with proposal forms. All papers bound with or attached to the proposal forms are necessary parts and must not be detached.

The plans, specifications, and other documents designated in the proposal form shall be considered a part of the proposal whether attached or not.

20-4 ISSUANCE OF PROPOSAL FORMS. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons:

a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.

b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.

c. Documented record of Contractor default under previous contracts with the Owner.

d. Documented record of unsatisfactory work on previous contracts with the Owner.

20-5 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the

quantities may be increased or decreased as hereinafter provided in the subsection 40-02 titled ALTERATION OF WORK AND QUANTITIES of Section 40 without in any way invalidating the unit bid prices.

20-6 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans, and specifications. **Boring logs and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which the bidder may make or obtain from his or her examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.**

20-7 PREPARATION OF PROPOSAL. The bidder shall submit his or her proposal on the forms furnished by the Owner. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given. If so requested, the bidder shall state the price (written in ink or typed) both in words and numerals for which they propose to do for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall sign the proposal correctly and in ink. If the proposal is made by an individual, his or her name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state under the laws of which the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of his or her authority to do so and that the signature is binding upon the firm or corporation.

20-8 RESPONSIVE AND RESPONSIBLE BIDDER. A responsive bid conforms to all significant terms and conditions contained in the Sponsor's invitation for bid. It is the Sponsor's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 49 CFR § 18.36(b)(8). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-9 IRREGULAR PROPOSALS. Proposals shall be considered irregular for the following reasons:

a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.

b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.

c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.

d. If the proposal contains unit prices that are obviously unbalanced.

e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 BID GUARANTEE. Each separate proposal shall be accompanied by a certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such check, or collateral, shall be made payable to the Owner.

20-11 DELIVERY OF PROPOSAL. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

20-12 WITHDRAWAL OR REVISION OF PROPOSALS. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing or by fax or email before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-13 PUBLIC OPENING OF PROPOSALS. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-14 DISQUALIFICATION OF BIDDERS. A bidder shall be considered disqualified for any of the following reasons:

a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.

c. If the bidder is considered to be in "default" for any reason specified in the subsection 20-04 titled ISSUANCE OF PROPOSAL FORMS of this section.

END OF SECTION 20

SECTION 30
AWARD AND EXECUTION OF CONTRACT

30-1 CONSIDERATION OF PROPOSALS. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

a. If the proposal is irregular as specified in the subsection 20-09 titled IRREGULAR PROPOSALS of Section 20.

b. If the bidder is disqualified for any of the reasons specified in the subsection 20-14 titled DISQUALIFICATION OF BIDDERS of Section 20.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

30-2 AWARD OF CONTRACT. The award of a contract, if it is to be awarded, shall be made within *the amount specified in the advertisement and proposal in* calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

Award of the contract shall be made by the Owner to the lowest, qualified bidder whose proposal conforms to the cited requirements of the Owner.

30-3 CANCELLATION OF AWARD. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with the subsection 30-07 titled APPROVAL OF CONTRACT of this section.

30-4 RETURN OF PROPOSAL GUARANTY. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the subsection 30-01 titled CONSIDERATION OF PROPOSALS of this section. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in the subsection 30-05 titled REQUIREMENTS OF CONTRACT BONDS of this section.

30-5 REQUIREMENTS OF CONTRACT BONDS. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-6 EXECUTION OF CONTRACT. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in the subsection 30-05 titled REQUIREMENTS OF CONTRACT BONDS of this section, within calendar days from the date mailed or otherwise delivered to the successful bidder.

30-7 APPROVAL OF CONTRACT. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

30-8 FAILURE TO EXECUTE CONTRACT. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the 15 calendar day period specified in the subsection 30-06 titled EXECUTION OF CONTRACT of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidation of damages to the Owner.

END OF SECTION 30

SECTION 40
SCOPE OF WORK

40-1 INTENT OF CONTRACT. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-2 ALTERATION OF WORK AND QUANTITIES. The Owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than 25% (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations that do not exceed the 25% limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations that are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Engineer. Change orders for altered work shall include extensions of contract time where, in the Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.

Should the aggregate amount of altered work exceed the 25% limitation hereinbefore specified, such excess altered work shall be covered by supplemental agreement. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

Supplemental agreements shall be approved by the FAA and shall include all applicable Federal contract provisions for procurement and contracting required under AIP. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds.

40-3 OMITTED ITEMS. The Engineer may, in the Owner's best interest, omit from the work any contract item, except major contract items. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item.

Payment for work performed shall be in accordance with the subsection 90-04 titled PAYMENT FOR OMITTED ITEMS of Section 90.

40-4 EXTRA WORK. Should acceptable completion of the contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called "Extra Work". Extra Work that is within the general scope of the contract shall be covered by written change order. Change orders for such Extra Work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the Engineer's opinion, is necessary for completion of such Extra Work.

When determined by the Engineer to be in the Owner's best interest, the Engineer may order the Contractor to proceed with Extra Work as provided in the subsection 90-05 titled PAYMENT FOR EXTRA WORK of Section 90. Extra Work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a Supplemental Agreement as defined in the subsection 10-48 titled SUPPLEMENTAL AGREEMENT of Section 10.

Any claim for payment of Extra Work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-5 MAINTENANCE OF TRAFFIC. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration.

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to his or her own operations and the operations of all subcontractors as specified in the subsection 80-04 titled LIMITATION OF OPERATIONS of Section 80. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in the subsection 70-15 titled CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS in Section 70.

b. With respect to his or her own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire- rescue equipment, or maintenance vehicles at the airport.

c. When the contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall be responsible for the repair of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (http://mutcd.fhwa.dot.gov/), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

40-6 REMOVAL OF EXISTING STRUCTURES. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Engineer shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the Engineer in accordance with the provisions of the contract.

Except as provided in the subsection 40-07 titled RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK of this section, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-7 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be either embankment or waste, the Contractor may at his or her option either:

a. Use such material in another contract item, providing such use is approved by the Engineer and is in conformance with the contract specifications applicable to such use; or,

b. Remove such material from the site, upon written approval of the Engineer; or

c. Use such material for the Contractor's own temporary construction on site; or,

d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the Engineer's approval in advance of such use.

Should the Engineer approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at his or her own expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the Engineer approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of his or her exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-8 FINAL CLEANUP. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of such property Owner.

END OF SECTION 40

SECTION 50
CONTROL OF WORK

50-1 AUTHORITY OF THE ENGINEER. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the work. The Engineer shall decide all questions that may arise as to the interpretation of the specifications or plans relating to the work. The Engineer shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for the under contract.

The Engineer does not have the authority to accept pavements that do not conform to FAA specification requirements.

50-2 CONFORMITY WITH PLANS AND SPECIFICATIONS. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans or specifications.

If the Engineer finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications but that the portion of the work affected will, in his or her opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the Engineer will advise the Owner of his or her determination that the affected work be accepted and remain in place. In this event, the Engineer will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. The Engineer's determination and recommended contract price adjustments will be based on sound engineering judgment and such tests or retests of the affected work as are, in the Engineer's opinion, needed. Changes in the contract price shall be covered by contract change order or supplemental agreement as applicable.

If the Engineer finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the Engineer's written orders.

For the purpose of this subsection, the term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the Engineer's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the Engineer's opinion, such compliance is essential to provide an acceptable finished portion of the work.

For the purpose of this subsection, the term "reasonably close conformity" is also intended to provide the Engineer with the authority, after consultation with the FAA, to use sound engineering judgment in his or her determinations as to acceptance of work that is not in strict conformity, but will provide a finished product equal to or better than that intended by the requirements of the contract, plans and specifications.

The Engineer will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-3 COORDINATION OF CONTRACT, PLANS, AND SPECIFICATIONS. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs);

contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the Engineer for an interpretation and decision, and such decision shall be final.

50-4 COOPERATION OF CONTRACTOR. The Contractor will be supplied with three copies each of the plans and specifications. The Contractor shall have available on the work at all times one copy each of the plans and specifications. Additional copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the Engineer and his or her inspectors and with other contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as his or her agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Engineer or his or her authorized representative.

50-5 COOPERATION BETWEEN CONTRACTORS. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work so as not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with his or her contract and shall protect and save harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange his or her work and shall place and dispose of the materials being used so as not to interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join his or her work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-6 CONSTRUCTION LAYOUT AND STAKES. The Engineer shall establish horizontal and vertical control only. The Contractor must establish all layout required for the construction of the work. Such stakes and markings as the Engineer may set for either their own or the Contractor's guidance shall be preserved by the Contractor. In case of negligence on the part of the Contractor, or their employees, resulting in the destruction of such stakes or markings, an amount equal to the cost of replacing the same may be deducted from subsequent estimates due the Contractor at the discretion of the Engineer.

The Contractor will be required to furnish all lines, grades and measurements from the control points necessary for the proper execution and control of the work contracted for under these specifications.

The Contractor must give copies of survey notes to the Engineer for each area of construction and for each placement of material as specified to allow the Engineer to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. All surveys must be provided to the Engineer prior to commencing work items that will cover or disturb the survey staking as set by the Contractor's surveyor. Survey(s) and notes shall be provided in the following format(s): **electronic CAD format (.dwg or .dgn).** In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not

concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

Construction Staking and Layout includes but is not limited to:

a. Clearing and Grubbing perimeter staking

b. Rough Grade slope stakes at 100-foot (30-m) stations

c. Drainage Swales slope stakes and flow line blue tops at 50-foot (15-m) stations

Subgrade blue tops at 25-foot (7.5-m) stations and 25-foot (7.5-m) offset distance (maximum) for the following section locations:

a. Runway – minimum five (5) per station

b. Taxiways – minimum three (3) per station

c. Holding apron areas – minimum three (3) per station

d. Roadways – minimum three (3) per station

Base Course blue tops at 25-foot (7.5-m) stations and 25-foot (7.5-m) offset distance (maximum) for the following section locations:

a. Runway – minimum five (5) per station

b. Taxiways – minimum three (3) per station

c. Holding apron areas – minimum three (3) per station

Pavement areas:

a. Edge of Pavement hubs and tacks (for stringline by Contractor) at 100-foot (30-m) stations.

b. Between Lifts at 25-foot (7.5-m) stations for the following section locations:

(1) Runways – each paving lane width
(2) Taxiways – each paving lane width
(3) Holding areas – each paving lane width

c. After finish paving operations at 50-foot (15-m) stations:

(1) All paved areas – Edge of each paving lane prior to next paving lot

d. Shoulder and safety area blue tops at 50-foot (15-m) stations and at all break points with maximum of 50-foot (15-m) offsets.

e. Fence lines at 100-foot (30-m) stations minimum.

f. Electrical and Communications System locations, lines and grades including but not limited to duct runs, connections, fixtures, signs, lights, Visual Approach Slope Indicators (VASIs), Precision Approach Path Indicators (PAPIs), Runway End Identifier Lighting (REIL), Wind Cones, Distance Markers (signs), pull

boxes and manholes.

g. Drain lines, cut stakes and alignment on 25-foot (7.5-m) stations, inlet and manholes.

h. Painting and Striping layout (pinned with 1.5 inch PK nails) marked for paint Contractor. (All nails shall be removed after painting).

i. Laser, or other automatic control devices, shall be checked with temporary control point or grade hub at a minimum of once per 400 feet (120 m) per pass (that is, paving lane).

The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor.

Controls and stakes disturbed or suspect of having been disturbed shall be checked and/or reset as directed by the Engineer without additional cost to the Owner.

50-7 AUTOMATICALLY CONTROLLED EQUIPMENT. Whenever batching or mixing plant equipment is required to be operated automatically under the contract and a breakdown or malfunction of the automatic controls occurs, the equipment may be operated manually or by other methods for a period 48 hours following the breakdown or malfunction, provided this method of operations will produce results which conform to all other requirements of the contract.

50-8 AUTHORITY AND DUTIES OF INSPECTORS. Inspectors shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the contract. Inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

Inspectors are authorized to notify the Contractor or his or her representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the Engineer for a decision.

50-9 INSPECTION OF THE WORK. All materials and each part or detail of the work shall be subject to inspection. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Engineer requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized representative of the Owner may be ordered removed and replaced at the Contractor's expense unless the Owner's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless

otherwise determined acceptable by the Engineer as provided in the subsection 50-02 titled CONFORMITY WITH PLANS AND SPECIFICATIONS of this section.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of the subsection 70-14 titled CONTRACTOR'S RESPONSIBILITY FOR WORK of Section 70.

No removal work made under provision of this subsection shall be done without lines and grades having been established by the Engineer. Work done contrary to the instructions of the Engineer, work done beyond the lines shown on the plans or as established by the Engineer, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this subsection, the Engineer will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs incurred by the Owner from any monies due or to become due the Contractor.

50-11 LOAD RESTRICTIONS. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor shall be responsible for all damage done by his or her hauling equipment and shall correct such damage at his or her own expense.

50-12 MAINTENANCE DURING CONSTRUCTION. The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.
In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 FAILURE TO MAINTAIN THE WORK. Should the Contractor at any time fail to maintain the work as provided in the subsection 50-12 titled MAINTENANCE DURING CONSTRUCTION of this section, the Engineer shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the Engineer's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be deducted from monies due or to become due the Contractor.

50-14 PARTIAL ACCEPTANCE. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the Engineer to make final inspection of that unit. If the Engineer finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the Engineer may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such

partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

50-15 FINAL ACCEPTANCE. Upon due notice from the Contractor of presumptive completion of the entire project, the Engineer and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The Engineer shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 CLAIMS FOR ADJUSTMENT AND DISPUTES. If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the Engineer in writing of his or her intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the Engineer is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the Engineer who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

END OF SECTION 50

SECTION 60
CONTROL OF MATERIALS

60-1 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS. The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish complete statements to the Engineer as to the origin, composition, and manufacture of all materials to be used in the work. Such statements shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the Engineer's option, materials may be approved at the source of supply before delivery is stated. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that conforms to the requirements of cited materials specifications. In addition, where an FAA specification for airport lighting equipment is cited in the plans or specifications, the Contractor shall furnish such equipment that is:

a. Listed in advisory circular (AC) 150/5345-53, Airport Lighting Equipment Certification Program, and Addendum that is in effect on the date of advertisement; and,

b. Produced by the manufacturer as listed in the Addendum cited above for the certified equipment part number.

The following airport lighting equipment is required for this contract and is to be furnished by the Contractor in accordance with the requirements of this subsection: **see construction drawings.**

60-2 SAMPLES, TESTS, AND CITED SPECIFICATIONS. Unless otherwise designated, all materials used in the work shall be inspected, tested, and approved by the Engineer before incorporation in the work. Any work in which untested materials are used without approval or written permission of the Engineer shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Engineer, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), Federal Specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids, will be made by and at the expense of the Engineer.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel, including the Contractor's representative at his or her request. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the Engineer. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the Engineer.

The Contractor shall employ a testing organization to perform all Contractor required Quality Control tests. The Contractor shall submit to the Engineer resumes on all testing organizations and individual persons who will be performing the tests. The Engineer will determine if such persons are qualified. All the test data shall be reported to the Engineer after the results are known. A legible, handwritten copy of all test data shall be given to the Engineer daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the Engineer showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

60-3 CERTIFICATION OF COMPLIANCE. The Engineer may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's certificates of compliance stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the Engineer.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "brand name," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

a. Conformance to the specified performance, testing, quality or dimensional requirements; and,

b. Suitability of the material or assembly for the use intended in the contract work.

Should the Contractor propose to furnish an "or equal" material or assembly, the Contractor shall furnish the manufacturer's certificates of compliance as hereinbefore described for the specified brand name material or assembly. However, the Engineer shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The Engineer reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-4 PLANT INSPECTION. The Engineer or his or her authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the Engineer conduct plant inspections, the following conditions shall exist:

a. The Engineer shall have the cooperation and assistance of the Contractor and the producer with whom the Engineer has contracted for materials.

b. The Engineer shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.

c. If required by the Engineer, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The Engineer shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-5 ENGINEER'S FIELD OFFICE. The Contractor shall furnish for the duration of the project one building for the use of the field Engineers and inspectors, as a field office. This facility shall be an approved weatherproof building meeting the current State Highway Specifications (for example, Class I Field Office or Type C Structure). This building shall be located conveniently near to the construction and shall be

separate from any building used by the Contractor. The Contractor shall furnish photocopy machine, water, sanitary facilities, heat, air conditioning, wireless internet access and electricity The Contractor and the Contractor's superintendent shall provide all reasonable facilities to enable to the Engineer to inspect the workmanship and materials used into the work.

60-6 STORAGE OF MATERIALS. Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the Engineer. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the Engineer. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the Engineer a copy of the property Owner's permission.
All storage sites on private or airport property shall be restored to their original condition by the Contractor at his or her entire expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

60-7 UNACCEPTABLE MATERIALS. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the Engineer.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the Engineer has approved its use in the work.

60-8 OWNER FURNISHED MATERIALS. The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

END OF SECTION 60

SECTION 70
LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

70-1 LAWS TO BE OBSERVED. The Contractor shall keep fully informed of all Federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all his or her officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

70-2 PERMITS, LICENSES, AND TAXES. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

70-3 PATENTED DEVICES, MATERIALS, AND PROCESSES. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

70-4 RESTORATION OF SURFACES DISTURBED BY OTHERS. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) is indicated as follows:

Owner	*Person to Contact (Phone Number)*
Jefferson County (Jack Brooks Regional Airport	*Duke Youmans (409) 719-4900*
Federal Aviation Administration	*James Terrel*

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the Engineer.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the Engineer, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-5 FEDERAL AID PARTICIPATION. For Airport Improvement Program (AIP) contracts, the United States Government has agreed to reimburse the Owner for some portion of the contract costs. Such reimbursement is made from time to time upon the Owner's request to the FAA. In consideration of the United States Government's (FAA's) agreement with the Owner, the Owner has included provisions in this contract pursuant to the requirements of Title 49 of the USC and the Rules and Regulations of the FAA that pertain to the work.

As required by the USC, the contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator, and is further subject to those provisions of the rules and regulations that are cited in the contract, plans, or specifications.

No requirement of the USC, the rules and regulations implementing the USC, or this contract shall be construed as making the Federal Government a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-6 SANITARY, HEALTH, AND SAFETY PROVISIONS. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his or her employees as may be necessary to comply with the requirements of the state and local Board of Health, or of other bodies or tribunals having jurisdiction.

Attention is directed to Federal, state, and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to his or her health or safety.

70-7 PUBLIC CONVENIENCE AND SAFETY. The Contractor shall control his or her operations and those of his or her subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to his or her own operations and those of his or her subcontractors and all suppliers in accordance with the subsection 40-05 titled MAINTENANCE OF TRAFFIC of Section 40 hereinbefore specified and shall limit such operations for the convenience and safety of the traveling public as specified in the subsection 80-04 titled LIMITATION OF OPERATIONS of Section 80 hereinafter.

70-8 BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS. The Contractor shall furnish, erect, and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs, and hazard markings shall be suitably illuminated. Unless otherwise specified, barricades, warning signs, and markings for hazards that are in the air operations area (AOAs) shall be a maximum of 18 inches high. Unless otherwise specified, barricades shall be spaced not more than 4 feet apart. Barricades, warning signs, and markings shall be paid for under subsection 40-05.

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices.

When the work requires closing an air operations area of the airport or portion of such area, the Contractor shall furnish, erect, and maintain temporary markings and associated lighting conforming to the requirements of advisory circular (AC) 150/5340-1, Standards for Airport Markings.

The Contractor shall furnish, erect, and maintain markings and associated lighting of open trenches, excavations, temporary stock piles, and the Contractor's parked construction equipment that may be hazardous to the operation of emergency fire-rescue or maintenance vehicles on the airport in reasonable conformance to AC 150/5370-2, Operational Safety on Airports During Construction.

The Contractor shall identify each motorized vehicle or piece of construction equipment in reasonable conformance to AC 150/5370-2.

The Contractor shall furnish and erect all barricades, warning signs, and markings for hazards prior to commencing work that requires such erection and shall maintain the barricades, warning signs, and markings for hazards until their removal is directed by the Engineer.

Open-flame type lights shall not be permitted.

70-9 USE OF EXPLOSIVES. When the use of explosives is necessary for the execution of the work, the Contractor shall exercise the utmost care not to endanger life or property, including new work. The Contractor shall be responsible for all damage resulting from the use of explosives.

All explosives shall be stored in a secure manner in compliance with all laws and ordinances, and all such storage places shall be clearly marked. Where no local laws or ordinances apply, storage shall be provided satisfactory to the Engineer and, in general, not closer than 1,000 feet (300 m) from the work or from any building, road, or other place of human occupancy.

The Contractor shall notify each property Owner and public utility company having structures or facilities in proximity to the site of the work of his or her intention to use explosives. Such notice shall be given sufficiently in advance to enable them to take such steps as they may deem necessary to protect their property from injury.

The use of electrical blasting caps shall not be permitted on or within 1,000 feet (300 m) of the airport property.

70-10 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at his or her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

70-11 RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor shall indemnify and save harmless the Engineer and the Owner and their officers, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of his or her contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, his or her surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

70-12 THIRD PARTY BENEFICIARY CLAUSE. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 OPENING SECTIONS OF THE WORK TO TRAFFIC. Should it be necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work shall be specified herein and indicated on the plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. The Contractor shall make his or her own estimate of the difficulties involved in arranging the work to permit such beneficial occupancy by the Owner as described below:

- Contractor shall reference the Construction Safety and Phasing Plan for phasing/beneficial occupancy requirements.

Upon completion of any portion of the work listed above, such portion shall be accepted by the Owner in accordance with the subsection 50-14 titled PARTIAL ACCEPTANCE of Section 50.

No portion of the work may be opened by the Contractor for public use until ordered by the Engineer in writing. Should it become necessary to open a portion of the work to public traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Engineer, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at his or her expense.

The Contractor shall make his or her own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

Contractor shall be required to conform to safety standards contained AC 150/5370-2 (see Special Provisions).

Contractor shall refer to the approved Construction Safety Phasing Plan (CSPP) to identify barricade requirements and other safety requirements prior to opening up sections of work to traffic.

70-14 CONTRACTOR'S RESPONSIBILITY FOR WORK. Until the Engineer's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with the subsection 50-14 titled PARTIAL ACCEPTANCE of Section 50, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at his or her expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS. As provided in the subsection 70-04 titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section, the Contractor shall cooperate with the Owner of any public or private utility service, FAA or NOAA,

or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and the Owners are indicated as follows:

- Contractor shall reference section 70-04 of the General Provisions for utility location information.

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of his or her plan of operations. Such notification shall be in writing addressed to THE PERSON TO CONTACT as provided in this subsection and subsection 70- 04 titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section. A copy of each notification shall be given to the Engineer.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's PERSON TO CONTACT no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the Engineer.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the Engineer and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the Engineer continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or his or her surety.

70-15.1 FAA FACILITIES AND CABLE RUNS. The Contractor is hereby advised that the construction limits of the project include existing facilities and buried cable runs that are owned, operated and maintained by the FAA. The Contractor, during the execution of the project work, shall comply with the following:

a. The Contractor shall permit FAA maintenance personnel the right of access to the project work site

for purposes of inspecting and maintaining all existing FAA owned facilities.

b. The Contractor shall provide notice to the FAA Air Traffic Organization (ATO)/Technical Operations/System Support Center (SSC) Point-of-Contact through the airport manager a minimum of seven (7) calendar days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.

c. If execution of the project work requires a facility outage, the Contractor shall contact the FAA Point-of-Contact a minimum of 72 hours prior to the time of the required outage.

d. Any damage to FAA cables, access roads, or FAA facilities during construction caused by the Contractor's equipment or personnel whether by negligence or accident will require the Contractor to repair or replace the damaged cables, access road, or FAA facilities to FAA requirements. The Contractor shall not bear the cost to repair damage to underground facilities or utilities improperly located by the FAA.

e. If the project work requires the cutting or splicing of FAA owned cables, the FAA Point-of-Contact shall be contacted a minimum of 72 hours prior to the time the cable work commences. The FAA reserves the right to have a FAA representative on site to observe the splicing of the cables as a condition of acceptance. All cable splices are to be accomplished in accordance with FAA specifications and require approval by the FAA Point-of-Contact as a condition of acceptance by the Owner. The Contractor is hereby advised that FAA restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA, the Contractor shall furnish and install a sufficient length of new cable that eliminates the need for any splice.

70-16 FURNISHING RIGHTS-OF-WAY. The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

70-17 PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, his or her authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-18 NO WAIVER OF LEGAL RIGHTS. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or his or her surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his or her obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-19 ENVIRONMENTAL PROTECTION. The Contractor shall comply with all Federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 ARCHAEOLOGICAL AND HISTORICAL FINDINGS. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during his or her operations, any building, part of a building, structure, or

object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the Engineer. The Engineer will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in the subsection 40-04 titled EXTRA WORK of Section 40 and the subsection 90-05 titled PAYMENT FOR EXTRA WORK of Section 90. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with the subsection 80-07 titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 80.

END OF SECTION 70

SECTION 80
EXECUTION AND PROGRESS

80-1 SUBLETTING OF CONTRACT. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Engineer.

The Contractor shall provide copies of all subcontracts to the Engineer. The Contractor shall perform, with his organization, an amount of work equal to at least **25** percent of the total contract cost.

Should the Contractor elect to assign his or her contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

80-2 NOTICE TO PROCEED. The notice to proceed shall state the date on which it is expected the Contractor will begin the construction and from which date contract time will be charged. The Contractor shall begin the work to be performed under the contract within 10 days of the date set by the Engineer in the written notice to proceed, but in any event, the Contractor shall notify the Engineer at least 24 hours in advance of the time actual construction operations will begin. The Contractor shall not commence any actual construction prior to the date on which the notice to proceed is issued by the Owner.

80-3 EXECUTION AND PROGRESS. Unless otherwise specified, the Contractor shall submit their progress schedule for the Engineer's approval within 10 days after the effective date of the notice to proceed. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Engineer's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the notice to proceed is issued by the Owner.

80-4 LIMITATION OF OPERATIONS. The Contractor shall control his or her operations and the operations of his or her subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct his or her operations within an AOA of the airport, the work shall be coordinated with airport operations (through the Engineer) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the Engineer and until the necessary temporary marking and associated lighting is in place as provided in the subsection 70-08 titled BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS of Section 70.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until the satisfactory conditions are provided. The following AOA cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:

- The contractor shall reference the Construction Safety and Phasing Plans for all phases of the work.

Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction (see Special Provisions).

80-04.1 OPERATIONAL SAFETY ON AIRPORT DURING CONSTRUCTION. All Contractors' operations shall be conducted in accordance with the project Construction Safety and Phasing Plan (CSPP) and the provisions set forth within the current version of AC 150/5370-2. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a Safety Plan Compliance Document that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP unless approved in writing by the Owner or Engineer.

80-5 CHARACTER OF WORKERS, METHODS, AND EQUIPMENT. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the Engineer, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Engineer, be removed forthwith by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the Engineer.

Should the Contractor fail to remove such persons or person, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the Engineer may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall be such that no injury to previously completed work, adjacent property, or existing airport facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Engineer. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition

that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the Engineer determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the Engineer may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this subsection.

80-6 TEMPORARY SUSPENSION OF THE WORK. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods as the Owner may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the execution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Engineer's order to suspend work to the effective date of the Engineer's order to resume the work. Claims for such compensation shall be filed with the Engineer within the time period stated in the Engineer's order to resume work. The Contractor shall submit with his or her claim information substantiating the amount shown on the claim. The Engineer will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the Owner, or for any other delay provided for in the contract, plans, or specifications.

If it should become necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-7 DETERMINATION AND EXTENSION OF CONTRACT TIME. The number of calendar or working days allowed for completion of the work shall be stated in the proposal and contract and shall be known as the CONTRACT TIME.

Should the contract time require extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

a. CONTRACT TIME based on WORKING DAYS shall be calculated weekly by the Engineer. The Engineer will furnish the Contractor a copy of his or her weekly statement of the number of working days charged against the contract time during the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved CHANGE ORDERS or SUPPLEMENTAL AGREEMENTS covering EXTRA WORK).

The Engineer shall base his or her weekly statement of contract time charged on the following considerations:

(1) No time shall be charged for days on which the Contractor is unable to proceed with the principal item of work under construction at the time for at least six (6) hours with the normal work force employed on such principal item. Should the normal work force be on a double-shift, 12 hours shall be used. Should the normal work force be on a triple-shift, 18 hours shall apply. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal item of work under construction or temporary suspension of the entire work which have been ordered by the Owner for reasons not the fault of the Contractor, shall not be charged against the contract time.

(2) The Engineer will not make charges against the contract time prior to the effective date of the notice to proceed.

(3) The Engineer will begin charges against the contract time on the first working day after the effective date of the notice to proceed.

(4) The Engineer will not make charges against the contract time after the date of final acceptance as defined in the subsection 50-15 titled FINAL ACCEPTANCE of Section 50.

(5) The Contractor will be allowed one (1) week in which to file a written protest setting forth his or her objections to the Engineer's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

The contract time (stated in the proposal) is based on the originally estimated quantities as described in the subsection 20-05 titled INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES of Section 20. Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

b. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the notice to proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal.

Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

c. When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially complete.

If the Contractor finds it impossible for reasons beyond his or her control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, the Contractor may, at any time prior to the expiration of the contract time as extended, make a written request to the Owner for an extension of time setting forth the reasons which the Contractor believes will justify the granting of his or her request. Requests for extension of time on calendar day projects, caused by inclement weather, shall be supported with National Weather Bureau data showing the actual amount of inclement weather exceeded what could normally be expected during the contract period, *as detailed in the Special Provisions*. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the supporting documentation justify the work was delayed because of conditions beyond the control and without the fault of the Contractor, the Owner may extend the time for completion by a change order that adjusts the contract time or completion date. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

80-8 FAILURE TO COMPLETE ON TIME. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the subsection 80-07 titled DETERMINATION AND EXTENSION OF CONTRACT TIME of this Section) the sum specified in the contract and proposal as liquidated damages will be deducted from any money due or to become due the Contractor or his or her surety. Such deducted

sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Schedule	Liquidated Damages Cost	Allowed Construction Time
See Proposal and Contract		

The maximum construction time allowed for Schedules **[N/A]** will be the sum of the time allowed for individual schedules but not more than **[N/A]** days. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a wavier on the part of the Owner of any of its rights under the contract.

80-9 DEFAULT AND TERMINATION OF CONTRACT. The Contractor shall be considered in default of his or her contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons if the Contractor:

a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or

b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or

c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or

d. Discontinues the execution of the work, or

e. Falls to resume work which has been discontinued within a reasonable time after notice to do so, or

f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or

g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or

h. Makes an assignment for the benefit of creditors, or

i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Engineer consider the Contractor in default of the contract for any reason above, the Engineer shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the Engineer of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Engineer will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be

liable and shall pay to the Owner the amount of such excess.

80-10 TERMINATION FOR NATIONAL EMERGENCIES. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Engineer.

Termination of the contract or a portion thereof shall neither relieve the Contractor of his or her responsibilities for the completed work nor shall it relieve his or her surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 WORK AREA, STORAGE AREA AND SEQUENCE OF OPERATIONS. The Contractor shall obtain approval from the Engineer prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate his or her work in such a manner as to ensure safety and a minimum of hindrance to flight operations. All Contractor equipment and material stockpiles shall be stored a minimum of **400** feet from the centerline of an active runway. No equipment will be allowed to park within the approach area of an active runway at any time. No equipment shall be within **250** feet of an active runway at any time.

END OF SECTION 80

SECTION 90
MEASUREMENT AND PAYMENT

90-1 MEASUREMENT OF QUANTITIES. All work completed under the contract will be measured by the Engineer, or his or her authorized representatives, using United States Customary Units of Measurement or the International System of Units.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the Engineer.

Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions. Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

In computing volumes of excavation the average end area method or other acceptable methods will be used.

The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.

The term "ton" will mean the short ton consisting of 2,000 lb (907 km) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, approved scales by competent, qualified personnel at locations designed by the Engineer. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the Engineer directs, and each truck shall bear a plainly legible identification mark.

Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

When requested by the Contractor and approved by the Engineer in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Engineer and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Bituminous materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts or ASTM D633 for tars.

Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when bituminous material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work.

When bituminous materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, may be used for computing quantities.

Cement will be measured by the ton (kg) or hundredweight (km).

Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract.

When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered by the Engineer in connection with force account work will be measured as agreed in the change order or supplemental agreement authorizing such force account work as provided in the subsection 90-05 titled PAYMENT FOR EXTRA WORK of this section.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales.

Scales shall be accurate within 1/2% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the inspector before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed one-tenth of 1% of the nominal rated capacity of the scale, but not less than 1 pound (454 grams). The use of spring balances will not be permitted.

Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the inspector can safely and conveniently view them.

Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

Scales must be tested for accuracy and serviced before use at a new site. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.

Scales "overweighing" (indicating more than correct weight) will not be permitted to operate, and all materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of one-half of 1%.

In the event inspection reveals the scales have been underweighing (indicating less than correct weight), they shall be adjusted, and no additional payment to the Contractor will be allowed for materials previously weighed and recorded.

All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.

When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the Engineer. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-2 SCOPE OF PAYMENT. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of the subsection 70-18 titled NO WAIVER OF LEGAL RIGHTS of Section 70.

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-3 COMPENSATION FOR ALTERED QUANTITIES. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the subsection 40-02 titled ALTERATION OF WORK AND QUANTITIES of Section 40 will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from his or her unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-4 PAYMENT FOR OMITTED ITEMS. As specified in the subsection 40-03 titled OMITTED ITEMS of Section 40, the Engineer shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the Engineer omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the Engineer's order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the Engineer's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the Engineer's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-5 PAYMENT FOR EXTRA WORK. Extra work, performed in accordance with the subsection 40-04 titled EXTRA WORK of Section 40, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

90-6 PARTIAL PAYMENTS. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the Engineer, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with the subsection 90-07 titled PAYMENT FOR MATERIALS ON HAND of this section. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. The Owner must ensure prompt and full payment of retainage from the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

When at least 95% of the work has been completed, the Engineer shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done.

The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the Engineer to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in the subsection 90-09 titled ACCEPTANCE AND FINAL PAYMENT of this section.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

90-7 PAYMENT FOR MATERIALS ON HAND. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

a. The material has been stored or stockpiled in a manner acceptable to the Engineer at or on an approved site.

b. The Contractor has furnished the Engineer with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

c. The Contractor has furnished the Engineer with satisfactory evidence that the material and transportation costs have been paid.

d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.

e. The Contractor has furnished the Owner evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of his or her responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this subsection.

90-8 PAYMENT OF WITHHELD FUNDS. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in subsection 90-06 PARTIAL PAYMENTS, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.

b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.

c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.

d. The Contractor shall obtain the written consent of the surety to such agreement.

90-9 ACCEPTANCE AND FINAL PAYMENT. When the contract work has been accepted in accordance with the requirements of the subsection 50-15 titled FINAL ACCEPTANCE of Section 50, the Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Engineer's final estimate or advise the Engineer of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Engineer's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with the subsection 50-16 titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 50.

After the Contractor has approved, or approved under protest, the Engineer's final estimate, and after the Engineer's receipt of the project closeout documentation required in subsection 90-11 Project Closeout, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of the subsection 50-16 titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 50 or under the provisions of this subsection, such claims will be considered by the Owner in accordance with local laws or ordinances.

Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

90-10 CONSTRUCTION WARRANTY.

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of:

(1) The Contractor's failure to conform to contract requirements; or
(2) Any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within **7** days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within 30 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

90-11 PROJECT CLOSEOUT. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the Engineer approves the Contractor's final submittal. The Contractor shall:

a. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.

b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

c. Complete final cleanup in accordance with subsection 40-08, FINAL CLEANUP.

d. Complete all punch list items identified during the Final Inspection.

e. Provide complete release of all claims for labor and material arising out of the Contract.

f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

g. When applicable per state requirements, return copies of sales tax completion forms.

h. Manufacturer's certifications for all items incorporated in the work.

i. All required record drawings, as-built drawings or as-constructed drawings.

j. Project Operation and Maintenance (O&M) Manual.

k. Security for Construction Warranty.

l. Equipment commissioning documentation submitted, if required.

END OF SECTION 90

SECTION 100
CONTRACTOR QUALITY CONTROL PROGRAM

100-1 GENERAL. When the specification requires a Contractor Quality Control Program, the Contractor shall establish, provide, and maintain an effective Quality Control Program that details the methods and procedures that will be taken to assure that all materials and completed construction required by this contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified here and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The intent of this section is to enable the Contractor to establish a necessary level of control that will:

a. Adequately provide for the production of acceptable quality materials.

b. Provide sufficient information to assure both the Contractor and the Engineer that the specification requirements can be met.

c. Allow the Contractor as much latitude as possible to develop his or her own standard of control.

The Contractor shall be prepared to discuss and present, at the preconstruction conference, their understanding of the quality control requirements. The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the Quality Control Program has been reviewed and accepted by the Engineer. No partial payment will be made for materials subject to specific quality control requirements until the Quality Control Program has been reviewed.

The quality control requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the acceptance testing requirements. Acceptance testing requirements are the responsibility of the Engineer.

Paving projects over $250,000 shall have a Quality Control (QC)/Quality Assurance (QA) workshop with the Engineer, Contractor, subcontractors, testing laboratories, and Owner's representative and the FAA prior to or at start of construction. The workshop shall address QC and QA requirements of the project specifications. The Contractor shall coordinate with the Airport and the Engineer on time and location of the QC/QA workshop.

100-2 DESCRIPTION OF PROGRAM.

a. General description. The Contractor shall establish a Quality Control Program to perform quality control inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. This Quality Control Program shall ensure conformance to applicable specifications and plans with respect to materials, workmanship, construction, finish, and functional performance. The Quality Control Program shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of quality control.

b. QUALITY CONTROL PROGRAM. The Contractor shall describe the Quality Control Program in a written document that shall be reviewed and approved by the Engineer prior to the start of any production, construction, or off-site fabrication. The written Quality Control Program shall be submitted to the Engineer for review and approval at least **10** calendar days before the **associated work begins**. The Contractor's Quality Control Plan and Quality Control testing laboratory must be approved in writing by the Engineer prior to the Notice to Proceed (NTP).

The Quality Control Program shall be organized to address, as a minimum, the following items:

a. Quality control organization

b. Project progress schedule

c. Submittals schedule

d. Inspection requirements

e. Quality control testing plan

f. Documentation of quality control activities

g. Requirements for corrective action when quality control and/or acceptance criteria are not met

The Contractor is encouraged to add any additional elements to the Quality Control Program that is deemed necessary to adequately control all production and/or construction processes required by this contract.

100-3 QUALITY CONTROL ORGANIZATION. The Contractor Quality Control Program shall be implemented by the establishment of a separate quality control organization. An organizational chart shall be developed to show all quality control personnel and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all quality control staff by name and function, and shall indicate the total staff required to implement all elements of the Quality Control Program, including inspection and testing for each item of work. If necessary, different technicians can be used for specific inspection and testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the Quality Control Program, the personnel assigned shall be subject to the qualification requirements of paragraph 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

The quality control organization shall, as a minimum, consist of the following personnel:

a. Program Administrator. The Program Administrator shall be a full-time on-site employee of the Contractor, or a consultant engaged by the Contractor. The Program Administrator shall have a minimum of five (5) years of experience in airport and/or highway construction and shall have had prior quality control experience on a project of comparable size and scope as the contract.

Additional qualifications for the Program Administrator shall include at least one of the following requirements:

(1) Professional Engineer with one (1) year of airport paving experience.

(2) Engineer-in-training with two (2) years of airport paving experience.

(3) An individual with three (3) years of highway and/or airport paving experience, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.

(4) Construction materials technician certified at Level III by the National Institute for Certification in Engineering Technologies (NICET).

(5) Highway materials technician certified at Level III by NICET.

(6) Highway construction technician certified at Level III by NICET.

(7) A NICET certified engineering technician in Civil Engineering Technology with five (5) years of highway and/or airport paving experience.

The Program Administrator shall have full authority to institute any and all actions necessary for the successful implementation of the Quality Control Program to ensure compliance with the contract plans and technical specifications. The Program Administrator shall report directly to a responsible officer of the construction firm. The Program Administrator may supervise the Quality Control Program on more than one project provided that person can be at the job site within two (2) hours after being notified of a problem.

b. Quality control technicians. A sufficient number of quality control technicians necessary to adequately implement the Quality Control Program shall be provided. These personnel shall be either Engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II or higher construction materials technician or highway construction technician and shall have a minimum of two (2) years of experience in their area of expertise.

The quality control technicians shall report directly to the Program Administrator and shall perform the following functions:

(1) Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by subsection 100-06.

(2) Performance of all quality control tests as required by the technical specifications and subsection 100-07.

(3) Performance of density tests for the Engineer when required by the technical specifications.

Certification at an equivalent level, by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

c. Staffing levels. The Contractor shall provide sufficient qualified quality control personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The Quality Control Program shall state where different technicians will be required for different work elements.

100-4 PROJECT PROGRESS SCHEDULE. The Contractor shall submit a coordinated construction schedule for all work activities. The schedule shall be prepared as a network diagram in Critical Path Method (CPM), Program Evaluation and Review Technique (PERT), or other format, or as otherwise specified in the contract. As a minimum, it shall provide information on the sequence of work activities, milestone dates, and activity duration.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

100-5 SUBMITTALS SCHEDULE. The Contractor shall submit a detailed listing of all submittals (for example, mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include:

a. Specification item number

b. Item description

c. Description of submittal

d. Specification paragraph requiring submittal

e. Scheduled date of submittal

100-6 INSPECTION REQUIREMENTS. Quality control inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by subsection 100-07.

Inspections shall be performed daily to ensure continuing compliance with contract requirements until completion of the particular feature of work. These shall include the following minimum requirements:

a. During plant operation for material production, quality control test results and periodic inspections shall be used to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment used in proportioning and mixing shall be inspected to ensure its proper operating condition. The Quality Control Program shall detail how these and other quality control functions will be accomplished and used.

b. During field operations, quality control test results and periodic inspections shall be used to ensure the quality of all materials and workmanship. All equipment used in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The Program shall document how these and other quality control functions will be accomplished and used.

100-7 QUALITY CONTROL TESTING PLAN. As a part of the overall Quality Control Program, the Contractor shall implement a quality control testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification item, as well as any additional quality control tests that the Contractor deems necessary to adequately control production and/or construction processes.

The testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

a. Specification item number (for example, P-401)

b. Item description (for example, Plant Mix Bituminous Pavements)

c. Test type (for example, gradation, grade, asphalt content)

d. Test standard (for example, ASTM or American Association of State Highway and Transportation Officials (AASHTO) test number, as applicable)

e. Test frequency (for example, as required by technical specifications or minimum frequency when requirements are not stated)

f. Responsibility (for example, plant technician)

g. Control requirements (for example, target, permissible deviations)

The testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D3665. The Engineer shall be provided the opportunity to witness quality control sampling and testing.

All quality control test results shall be documented by the Contractor as required by subsection 100-08.

100-8 DOCUMENTATION. The Contractor shall maintain current quality control records of all inspections and tests performed. These records shall include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the Engineer daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the Contractor's Program Administrator.

Specific Contractor quality control records required for the contract shall include, but are not necessarily limited to, the following records:

a. Daily inspection reports. Each Contractor quality control technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations. These technician's daily reports shall provide factual evidence that continuous quality control inspections have been performed and shall, as a minimum, include the following:

(1) Technical specification item number and description
(2) Compliance with approved submittals
(3) Proper storage of materials and equipment
(4) Proper operation of all equipment
(5) Adherence to plans and technical specifications
(6) Review of quality control tests
(7) Safety inspection.

The daily inspection reports shall identify inspections conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible quality control technician and the Program Administrator. The Engineer shall be provided at least one copy of each daily inspection report on the work day following the day of record.

b. Daily test reports. The Contractor shall be responsible for establishing a system that will record all quality control test results. Daily test reports shall document the following information:

(1) Technical specification item number and description
(2) Test designation
(3) Location
(4) Date of test
(5) Control requirements
(6) Test results
(7) Causes for rejection
(8) Recommended remedial actions
(9) Retests

Test results from each day's work period shall be submitted to the Engineer prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical quality control charts. The daily test reports shall be signed by the responsible quality control technician and the Program Administrator.

100-9 CORRECTIVE ACTION REQUIREMENTS. The Quality Control Program shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action

shall include both general requirements for operation of the Quality Control Program as a whole, and for individual items of work contained in the technical specifications.

The Quality Control Program shall detail how the results of quality control inspections and tests will be used for determining the need for corrective action and shall contain clear sets of rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the technical specifications, the Contractor shall establish and use statistical quality control charts for individual quality control tests. The requirements for corrective action shall be linked to the control charts.

100-10 SURVEILLANCE BY THE ENGINEER. All items of material and equipment shall be subject to surveillance by the Engineer at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate quality control system in conformance with the requirements detailed here and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to surveillance by the Engineer at the site for the same purpose.

Surveillance by the Engineer does not relieve the Contractor of performing quality control inspections of either on-site or off-site Contractor's or subcontractor's work.

100-11 NONCOMPLIANCE.

a. The Engineer will notify the Contractor of any noncompliance with any of the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by the Engineer or his or her authorized representative to the Contractor or his or her authorized representative at the site of the work, shall be considered sufficient notice.

b. In cases where quality control activities do not comply with either the Contractor Quality Control Program or the contract provisions, or where the Contractor fails to properly operate and maintain an effective Quality Control Program, as determined by the Engineer, the Engineer may:

(1) Order the Contractor to replace ineffective or unqualified quality control personnel or subcontractors.

(2) Order the Contractor to stop operations until appropriate corrective actions are taken.

END OF SECTION 100

SECTION 105 MOBILIZATION

105-1 DESCRIPTION. This item shall consist of work and operations, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

105-1.1 POSTED NOTICES. Prior to commencement of construction activities the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

105-2 BASIS OF MEASUREMENT AND PAYMENT. Based upon the contract lump sum price for "Mobilization" partial payments will be allowed as follows:

a. With first pay request, 25%.

b. When 25% or more of the original contract is earned, an additional 25%.

c. When 50% or more of the original contract is earned, an additional 40%.

d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by 90-11, the final 10%.

END OF SECTION 105

SECTION 110
METHOD OF ESTIMATING PERCENTAGE OF MATERIAL WITHIN SPECIFICATION LIMITS (PWL)

110-1 GENERAL. When the specifications provide for acceptance of material based on the method of estimating percentage of material within specification limits (PWL), the PWL will be determined in accordance with this section. All test results for a lot will be analyzed statistically to determine the total estimated percent of the lot that is within specification limits. The PWL is computed using the sample average (X) and sample standard deviation (S_n) of the specified number (n) of sublots for the lot and the specification tolerance limits, L for lower and U for upper, for the particular acceptance parameter. From these values, the respective Quality index, QL for Lower Quality Index and/or QU for Upper Quality Index, is computed and the PWL for the lot for the specified n is determined from Table 1. All specification limits specified in the technical sections shall be absolute values. Test results used in the calculations shall be to the significant figure given in the test procedure.

There is some degree of uncertainty (risk) in the measurement for acceptance because only a small fraction of production material (the population) is sampled and tested. This uncertainty exists because all portions of the production material have the same probability to be randomly sampled. The Contractor's risk is the probability that material produced at the acceptable quality level is rejected or subjected to a pay adjustment. The Owner's risk is the probability that material produced at the rejectable quality level is accepted.

It is the intent of this section to inform the Contractor that, in order to consistently offset the Contractor's risk for material evaluated, production quality (using population average and population standard deviation) must be maintained at the acceptable quality specified or higher. In all cases, it is the responsibility of the Contractor to produce at quality levels that will meet the specified acceptance criteria when sampled and tested at the frequencies specified.

110-2 METHOD FOR COMPUTING PWL. The computational sequence for computing PWL is as follows:

a. Divide the lot into n sublots in accordance with the acceptance requirements of the specification.

b. Locate the random sampling position within the sublot in accordance with the requirements of the specification.

c. Make a measurement at each location, or take a test portion and make the measurement on the test portion in accordance with the testing requirements of the specification.

d. Find the sample average (X) for all sublot values within the lot by using the following formula:

$$X = (x_1 + x_2 + x_3 + \ldots x_n) / n$$

Where: X = Sample average of all sublot values within a lot
x_1, x_2 = Individual sublot values
n = Number of sublots

e. Find the sample standard deviation (S_n) by use of the following formula:

$$S_n = [(d_1^2 + d_2^2 + d_3^2 + \ldots d_n^2) / (n-1)]^{1/2}$$

Where: S_n = Sample standard deviation of the number of sublot values in the set
d_1, d_2 = Deviations of the individual sublot values x_1, x_2,.. from the average value X that is: $d_1 = (x_1 - X)$, $d_2 = (x_2 - X)$ ... $d_n = (x_n - X)$
n = Number of sublots

f. For single sided specification limits (that is, L only), compute the Lower Quality Index QL by use of

the following formula:

$$Q_L = (X - L) / S_n$$

Where: L = specification lower tolerance limit

Estimate the percentage of material within limits (PWL) by entering Table 1 with QL, using the column appropriate to the total number (n) of measurements. If the value of QL falls between values shown on the table, use the next higher value of PWL.

g. For double-sided specification limits (that is, L and U), compute the Quality Indexes QL and QU by use of the following formulas:

$$Q_L = (X - L) / S_n$$

And

$$Q_U = (U - X) / S_n$$

Where: L and U = specification lower and upper tolerance limits

Estimate the percentage of material between the lower (L) and upper (U) tolerance limits (PWL) by entering Table 1 separately with Q_L and Q_U, using the column appropriate to the total number (n) of measurements, and determining the percent of material above P_L and percent of material below P_U for each tolerance limit. If the values of Q_L fall between values shown on the table, use the next higher value of P_L or P_U. Determine the PWL by use of the following formula:

$$PWL = (P_U + P_L) - 100$$

Where: P_L = percent within lower specification limit
P_U = percent within upper specification limit

EXAMPLE OF PWL CALCULATION

Project: Example Project
Test Item: Item P-401, Lot A.

A. PWL Determination for Mat Density.

1. Density of four random cores taken from Lot A.

   A-1 = 96.60
   A-2 = 97.55
   A-3 = 99.30
   A-4 = 98.35
   n = 4

2. Calculate average density for the lot.

   $X = (x_1 + x_2 + x_3 + \ldots x_n) / n$
   $X = (96.60 + 97.55 + 99.30 + 98.35) / 4$
   X = 97.95% density

3. Calculate the standard deviation for the lot.

$S_n = [((96.60 - 97.95)^2 + (97.55 - 97.95)^2 + (99.30 - 97.95)^2 + (98.35 - 97.95)2)) / (4 - 1)]^{1/2}$
$S_n = [(1.82 + 0.16 + 1.82 + 0.16) / 3]^{1/2}$
$S_n = 1.15$

4. Calculate the Lower Quality Index Q_L for the lot. (L=96.3)

   $Q_L = (X - L) / S_n$
   $Q_L = (97.95 - 96.30) / 1.15$
   $Q_L = 1.4348$

5. Determine PWL by entering Table 1 with QL= 1.44 and n= 4.

   PWL = 98

B. PWL Determination for Air Voids.

1. Air Voids of four random samples taken from Lot A.

   A-1 = 5.00
   A-2 = 3.74
   A-3 = 2.30
   A-4 = 3.25

2. Calculate the average air voids for the lot.

   $X = (x_1 + x_2 + x_3 \ldots x_n) / n$
   $X = (5.00 + 3.74 + 2.30 + 3.25) / 4$
   $X = 3.57\%$

3. Calculate the standard deviation S_n for the lot.

   $S_n = [((3.57 - 5.00)^2 + (3.57 - 3.74)^2 + (3.57 - 2.30)^2 + (3.57 - 3.25)^2) / (4 - 1)]^{1/2}$
   $S_n = [(2.04 + 0.03 + 1.62 + 0.10) / 3]^{1/2}$
   $S_n = 1.12$

4. Calculate the Lower Quality Index Q_L for the lot. (L= 2.0)

   $Q_L = (X - L) / S_n$
   $Q_L = (3.57 - 2.00) / 1.12$
   $Q_L = 1.3992$

5. Determine P_L by entering Table 1 with Q_L = 1.41 and n = 4.

   PL = 97

6. Calculate the Upper Quality Index Q_U for the lot. (U= 5.0)

   $Q_U = (U - X) / S_n$
   $Q_U = (5.00 - 3.57) / 1.12$
   $Q_U = 1.2702$

7. Determine P_U by entering Table 1 with Q_U = 1.29 and n = 4.

   $P_U = 93$

8. Calculate Air Voids PWL

PWL = (P_L + P_U) - 100
PWL = (97 + 93) - 100 = 90

EXAMPLE OF OUTLIER CALCULATION (REFERENCE ASTM E178)

Project: Example Project
Test Item: Item P-401, Lot A.

A. Outlier Determination for Mat Density.

1. Density of four random cores taken from Lot A arranged in descending order.

   A-3 = 99.30
   A-4 = 98.35
   A-2 = 97.55
   A-1 = 96.60

2. Use n=4 and upper 5% significance level of to find the critical value for test criterion = 1.463.

3. Use average density, standard deviation, and test criterion value to evaluate density measurements.

   a. For measurements greater than the average:

   If (measurement - average) / (standard deviation) is less than test criterion, then the measurement is not considered an outlier

   For A-3, check if (99.30 - 97.95) / 1.15 is greater than 1.463.

   Since 1.174 is less than 1.463, the value is not an outlier.

   b. For measurements less than the average:

   If (average - measurement) / (standard deviation) is less than test criterion, then the measurement is not considered an outlier.

   For A-1, check if (97.95 - 96.60) / 1.15 is greater than 1.463.

   Since 1.435 is less than 1.463, the value is not an outlier.

Note: In this example, a measurement would be considered an outlier if the density were:

Greater than (97.95 + 1.463 × 1.15) = 99.63%

OR

Less than (97.95 - 1.463 × 1.15) = 96.27%.

Table 1. Table for Estimating Percent of Lot Within Limits (PWL)

Percent Within Limits (P_L and	Positive Values of Q (Q_L and Q_U)							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
99	1.1541	1.4700	1.6714	1.8008	1.8888	1.9520	1.9994	2.0362
98	1.1524	1.4400	1.6016	1.6982	1.7612	1.8053	1.8379	1.8630
97	1.1496	1.4100	1.5427	1.6181	1.6661	1.6993	1.7235	1.7420

96	1.1456	1.3800	1.4897	1.5497	1.5871	1.6127	1.6313	1.6454
95	1.1405	1.3500	1.4407	1.4887	1.5181	1.5381	1.5525	1.5635
94	1.1342	1.3200	1.3946	1.4329	1.4561	1.4717	1.4829	1.4914
93	1.1269	1.2900	1.3508	1.3810	1.3991	1.4112	1.4199	1.4265
92	1.1184	1.2600	1.3088	1.3323	1.3461	1.3554	1.3620	1.3670
91	1.1089	1.2300	1.2683	1.2860	1.2964	1.3032	1.3081	1.3118
90	1.0982	1.2000	1.2290	1.2419	1.2492	1.2541	1.2576	1.2602
89	1.0864	1.1700	1.1909	1.1995	1.2043	1.2075	1.2098	1.2115
88	1.0736	1.1400	1.1537	1.1587	1.1613	1.1630	1.1643	1.1653
87	1.0597	1.1100	1.1173	1.1192	1.1199	1.1204	1.1208	1.1212
86	1.0448	1.0800	1.0817	1.0808	1.0800	1.0794	1.0791	1.0789
85	1.0288	1.0500	1.0467	1.0435	1.0413	1.0399	1.0389	1.0382
84	1.0119	1.0200	1.0124	1.0071	1.0037	1.0015	1.0000	0.9990
83	0.9939	0.9900	0.9785	0.9715	0.9671	0.9643	0.9624	0.9610
82	0.9749	0.9600	0.9452	0.9367	0.9315	0.9281	0.9258	0.9241
81	0.9550	0.9300	0.9123	0.9025	0.8966	0.8928	0.8901	0.8882
80	0.9342	0.9000	0.8799	0.8690	0.8625	0.8583	0.8554	0.8533
79	0.9124	0.8700	0.8478	0.8360	0.8291	0.8245	0.8214	0.8192
78	0.8897	0.8400	0.8160	0.8036	0.7962	0.7915	0.7882	0.7858
77	0.8662	0.8100	0.7846	0.7716	0.7640	0.7590	0.7556	0.7531
76	0.8417	0.7800	0.7535	0.7401	0.7322	0.7271	0.7236	0.7211
75	0.8165	0.7500	0.7226	0.7089	0.7009	0.6958	0.6922	0.6896
74	0.7904	0.7200	0.6921	0.6781	0.6701	0.6649	0.6613	0.6587
73	0.7636	0.6900	0.6617	0.6477	0.6396	0.6344	0.6308	0.6282
72	0.7360	0.6600	0.6316	0.6176	0.6095	0.6044	0.6008	0.5982
71	0.7077	0.6300	0.6016	0.5878	0.5798	0.5747	0.5712	0.5686
70	0.6787	0.6000	0.5719	0.5582	0.5504	0.5454	0.5419	0.5394
69	0.6490	0.5700	0.5423	0.5290	0.5213	0.5164	0.5130	0.5105
68	0.6187	0.5400	0.5129	0.4999	0.4924	0.4877	0.4844	0.4820
67	0.5878	0.5100	0.4836	0.4710	0.4638	0.4592	0.4560	0.4537
66	0.5563	0.4800	0.4545	0.4424	0.4355	0.4310	0.4280	0.4257
65	0.5242	0.4500	0.4255	0.4139	0.4073	0.4030	0.4001	0.3980
64	0.4916	0.4200	0.3967	0.3856	0.3793	0.3753	0.3725	0.3705
63	0.4586	0.3900	0.3679	0.3575	0.3515	0.3477	0.3451	0.3432
62	0.4251	0.3600	0.3392	0.3295	0.3239	0.3203	0.3179	0.3161
61	0.3911	0.3300	0.3107	0.3016	0.2964	0.2931	0.2908	0.2892
60	0.3568	0.3000	0.2822	0.2738	0.2691	0.2660	0.2639	0.2624
59	0.3222	0.2700	0.2537	0.2461	0.2418	0.2391	0.2372	0.2358
58	0.2872	0.2400	0.2254	0.2186	0.2147	0.2122	0.2105	0.2093
57	0.2519	0.2100	0.1971	0.1911	0.1877	0.1855	0.1840	0.1829
56	0.2164	0.1800	0.1688	0.1636	0.1607	0.1588	0.1575	0.1566
55	0.1806	0.1500	0.1406	0.1363	0.1338	0.1322	0.1312	0.1304
54	0.1447	0.1200	0.1125	0.1090	0.1070	0.1057	0.1049	0.1042
53	0.1087	0.0900	0.0843	0.0817	0.0802	0.0793	0.0786	0.0781
52	0.0725	0.0600	0.0562	0.0544	0.0534	0.0528	0.0524	0.0521
51	0.0363	0.0300	0.0281	0.0272	0.0267	0.0264	0.0262	0.0260
50	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Percent Within Limits (P_L and P_U)	Negative Values of Q (Q_L and Q_U)							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
49	-0.0363	-0.0300	-0.0281	-0.0272	-0.0267	-0.0264	-0.0262	-0.0260
48	-0.0725	-0.0600	-0.0562	-0.0544	-0.0534	-0.0528	-0.0524	-0.0521
47	-0.1087	-0.0900	-0.0843	-0.0817	-0.0802	-0.0793	-0.0786	-0.0781
46	-0.1447	-0.1200	-0.1125	-0.1090	-0.1070	-0.1057	-0.1049	-0.1042
45	-0.1806	-0.1500	-0.1406	-0.1363	-0.1338	-0.1322	-0.1312	-0.1304
44	-0.2164	-0.1800	-0.1688	-0.1636	-0.1607	-0.1588	-0.1575	-0.1566

43	-0.2519	-0.2100	-0.1971	-0.1911	-0.1877	-0.1855	-0.1840	-0.1829
42	-0.2872	-0.2400	-0.2254	-0.2186	-0.2147	-0.2122	-0.2105	-0.2093
41	-0.3222	-0.2700	-0.2537	-0.2461	-0.2418	-0.2391	-0.2372	-0.2358
40	-0.3568	-0.3000	-0.2822	-0.2738	-0.2691	-0.2660	-0.2639	-0.2624
39	-0.3911	-0.3300	-0.3107	-0.3016	-0.2964	-0.2931	-0.2908	-0.2892
38	-0.4251	-0.3600	-0.3392	-0.3295	-0.3239	-0.3203	-0.3179	-0.3161
37	-0.4586	-0.3900	-0.3679	-0.3575	-0.3515	-0.3477	-0.3451	-0.3432
36	-0.4916	-0.4200	-0.3967	-0.3856	-0.3793	-0.3753	-0.3725	-0.3705
35	-0.5242	-0.4500	-0.4255	-0.4139	-0.4073	-0.4030	-0.4001	-0.3980
34	-0.5563	-0.4800	-0.4545	-0.4424	-0.4355	-0.4310	-0.4280	-0.4257
33	-0.5878	-0.5100	-0.4836	-0.4710	-0.4638	-0.4592	-0.4560	-0.4537
32	-0.6187	-0.5400	-0.5129	-0.4999	-0.4924	-0.4877	-0.4844	-0.4820
31	-0.6490	-0.5700	-0.5423	-0.5290	-0.5213	-0.5164	-0.5130	-0.5105
30	-0.6787	-0.6000	-0.5719	-0.5582	-0.5504	-0.5454	-0.5419	-0.5394
29	-0.7077	-0.6300	-0.6016	-0.5878	-0.5798	-0.5747	-0.5712	-0.5686
28	-0.7360	-0.6600	-0.6316	-0.6176	-0.6095	-0.6044	-0.6008	-0.5982
27	-0.7636	-0.6900	-0.6617	-0.6477	-0.6396	-0.6344	-0.6308	-0.6282
26	-0.7904	-0.7200	-0.6921	-0.6781	-0.6701	-0.6649	-0.6613	-0.6587
25	-0.8165	-0.7500	-0.7226	-0.7089	-0.7009	-0.6958	-0.6922	-0.6896
24	-0.8417	-0.7800	-0.7535	-0.7401	-0.7322	-0.7271	-0.7236	-0.7211
23	-0.8662	-0.8100	-0.7846	-0.7716	-0.7640	-0.7590	-0.7556	-0.7531
22	-0.8897	-0.8400	-0.8160	-0.8036	-0.7962	-0.7915	-0.7882	-0.7858
21	-0.9124	-0.8700	-0.8478	-0.8360	-0.8291	-0.8245	-0.8214	-0.8192
20	-0.9342	-0.9000	-0.8799	-0.8690	-0.8625	-0.8583	-0.8554	-0.8533
19	-0.9550	-0.9300	-0.9123	-0.9025	-0.8966	-0.8928	-0.8901	-0.8882
18	-0.9749	-0.9600	-0.9452	-0.9367	-0.9315	-0.9281	-0.9258	-0.9241
17	-0.9939	-0.9900	-0.9785	-0.9715	-0.9671	-0.9643	-0.9624	-0.9610
16	-1.0119	-1.0200	-1.0124	-1.0071	-1.0037	-1.0015	-1.0000	-0.9990
15	-1.0288	-1.0500	-1.0467	-1.0435	-1.0413	-1.0399	-1.0389	-1.0382
14	-1.0448	-1.0800	-1.0817	-1.0808	-1.0800	-1.0794	-1.0791	-1.0789
13	-1.0597	-1.1100	-1.1173	-1.1192	-1.1199	-1.1204	-1.1208	-1.1212
12	-1.0736	-1.1400	-1.1537	-1.1587	-1.1613	-1.1630	-1.1643	-1.1653
11	-1.0864	-1.1700	-1.1909	-1.1995	-1.2043	-1.2075	-1.2098	-1.2115
10	-1.0982	-1.2000	-1.2290	-1.2419	-1.2492	-1.2541	-1.2576	-1.2602
9	-1.1089	-1.2300	-1.2683	-1.2860	-1.2964	-1.3032	-1.3081	-1.3118
8	-1.1184	-1.2600	-1.3088	-1.3323	-1.3461	-1.3554	-1.3620	-1.3670
7	-1.1269	-1.2900	-1.3508	-1.3810	-1.3991	-1.4112	-1.4199	-1.4265
6	-1.1342	-1.3200	-1.3946	-1.4329	-1.4561	-1.4717	-1.4829	-1.4914
5	-1.1405	-1.3500	-1.4407	-1.4887	-1.5181	-1.5381	-1.5525	-1.5635
4	-1.1456	-1.3800	-1.4897	-1.5497	-1.5871	-1.6127	-1.6313	-1.6454
3	-1.1496	-1.4100	-1.5427	-1.6181	-1.6661	-1.6993	-1.7235	-1.7420
2	-1.1524	-1.4400	-1.6016	-1.6982	-1.7612	-1.8053	-1.8379	-1.8630
1	-1.1541	-1.4700	-1.6714	-1.8008	-1.8888	-1.9520	-1.9994	-2.0362

END OF SECTION 110

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SPECIAL PROVISIONS

SPECIAL PROVISIONS

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SECTION A – FEDERAL AVIATION ADMINISTRATION REQUIREMENTS

A-01 GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

(a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
(b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

A-02 CIVIL RIGHTS – TITLE VI ASSURANCES

Title VI Solicitation Notice:
The Owner, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the contractor under the contract until the contractor complies; and/or

   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

A-03 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein

2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

   A. Timetables

   B. Goals for minority participation for each trade (Vol. 45 Federal Register pg. 65984 10/3/80)

   C. Goals for female participation in each trade (6.9%)

   These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor is also subject to the goals for both federally funded and non-federally funded construction regardless of the percentage of federal participation in funding.

   The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training shall be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees

from contractor to contractor or from project to project, for the sole purpose of meeting the contractor's goals, shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director, Office of Federal Contract Compliance Programs (OFCCP), within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is the City of Abiline, Taylor County, Texas.

A-04 ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A-05 BUY AMERICAN CERTIFICATION

See Section 010470 "Bidder Certifications" for Contractor Buy American Certification.

A-06 DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) - 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.

Prompt Payment (§26.29))- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from Owner. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

A-07 ENERGY CONSERVATION REQUIREMENTS

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

A-08 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance

to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

A-09 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, 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.

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.

A-10 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

A-11 RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

A-12 TRADE RESTRICTION CLAUSE

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001

A-13 VETERAN'S PREFERENCE

In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States

Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

A-14 COPELAND "ANTI-KICKBACK" ACT

The United States Department of Labor Wage and Hours Division oversees the Copeland "Anti-Kickback" Act requirements. All contracts and subcontracts must meet comply with the Occupational Safety and Health Act of 1970.

United States Department of Labor Wage and Hours Division can provide information regarding any specific clauses or assurances pertaining to the Copeland "Anti-Kickback" Act requirements required to be inserted in solicitations, contracts or subcontracts.

A-15 DAVIS-BACON LABOR PROVISIONS

1. Minimum Wages

(i) 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 the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent 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 a part 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 1(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 paragraph (1)(iv) of this section; 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 Part 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 under (1)(ii) of this section) 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 easily be seen by the workers.

(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, 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. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore 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 fide 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 the contracting officer 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 the contracting officer 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 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(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 a 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.

2 Withholding.

The Federal Aviation Administration or the Sponsor 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 work, all or part of the wages required by the contract, the Federal Aviation Administration 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.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and 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 1(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 1(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 costs 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.

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration 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 the Federal Aviation Administration. 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 the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, 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 section 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 the sponsoring government agency (or the applicant, sponsor, or owner).

(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 and 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 Regulations 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 Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(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 Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration 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, the Federal agency 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 to 29 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training 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 Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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 a 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 that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of 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 this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance With Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, 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 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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 the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) 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).

(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).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

A-16 TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted

drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

A-17 EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the

administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 18.7a through 18.7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract

Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific 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. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the

company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such a superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (18.7a through 18.7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 18.7a through 18.7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates

the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 18.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. 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 (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

A-18 NOTICE OF NONSEGREGATED FACILITIES REQUIREMENT

Notice to Prospective Federally Assisted Construction Contractors:

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a federally-assisted construction contract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

2. Contractors receiving federally-assisted construction contract awards exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts

where the subcontracts exceed $10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities:

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding $10,000, which is not exempt from the provisions of the Equal Opportunity Clause.

2. Contractors receiving subcontract awards exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed $10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, 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 directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

A-19 TERMINATION OF CONTRACT

a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may

have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

A-20 CERTIFICATE REGARDING DEBARMENT AND SUSPENSION

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov

2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.

3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

A-21 BREACH OF CONTRACT

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights

and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A-22 CLEAN AIR AND WATER POLLUTION CONTROL

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

4. To include or cause to be included in any construction contract or subcontract which exceeds $100,000 the aforementioned criteria and requirements.

A-23 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

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, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2 .Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor 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 monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as

may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

SECTION B – STATE TERMS AND CONDITIONS

B-01 NOT USED

SECTION C – LOCAL TERMS AND CONDITIONS

C-01 CONTRACTOR'S INSURANCE

Contractor shall obtain insurance of the types and in the amounts described below. The insurance shall be written by insurance companies and on forms acceptable to Owner.

Owner and Garver, LLC shall be included as an insured under the CGL, (using ISO Additional Insured Endorsement CG 20 10 11 85 or a substitute providing equivalent coverage), and under the commercial automobile liability (using ISO Additional Insured Endorsement CA 2048 or a substitute providing equivalent coverage), and commercial umbrella, if any. This insurance, including insurance provided under the commercial umbrella, if any, shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, Owner.

Commercial General and Umbrella Liability Insurance: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance, with a limit of not less than $5,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Project.

CGL insurance shall be written on ISO occurrence form CG 20 10 (11-85) (or a substitute combination of the following forms CG 20 10 (10-01) and CG 20 37 (10-01) providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury and liability assumed under an insured contract.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or amending the contractual coverage in the ISO occurrence form.

CGL insurance shall be written with an ISO form CG 25 03 05 09 Designated Construction Project(s) General Aggregate Limit or a substitute form providing equivalent coverage.

Continuing CGL Coverage: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance, with a limit of not less than $5,000,000 each occurrence for at least 3 years following substantial completion of the Work.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed Work equivalent to that provided under ISO form CG 00 01.

Owner's and Contractor's Protective Liability Insurance: Contractor shall maintain Owner's and Contractor's Protective Liability (OCP) insurance on behalf of Owner and Garver, LLC, as named insured, with a limit of $1,000,000.

Railroad Protective Liability Insurance: Not applicable.

Commercial Auto and Umbrella Liability Insurance: Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 each accident.

Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos).

Commercial auto coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

If the Contract Documents require Contractor to remove and haul hazardous waste from the Project site, or if the Project involves such similar environmental exposure, pollution liability coverage equivalent to that provided under the ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement (CA 99 48) shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

Workers' Compensation Insurance: Contractor shall maintain workers' compensation and employer's liability insurance.

1 Definitions:

1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

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.

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.

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.

3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Contractor's Insurance requirements above.

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.

5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

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

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.

6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

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 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

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.

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.

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.

9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

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.

9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

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

9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1. – 7. with the certificates of coverage to be provided to the person for whom they are providing services.

10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11 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.

The employer's liability, and if necessary commercial umbrella, limits shall not be less than $500,000 each accident for bodily injury by accident or $500,000 each employee for bodily injury by disease.

If Contractor leases its employees, the alternate employer endorsement (WC 00 03 01 A) shall be attached showing Owner in the schedule as the alternate employer.

Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.

Where applicable, Nonappropriated Fund Instrumentalities Act (NFIA) shall be attached to the policy. NFIA extends the coverage of the Longshore and Harbor Workers' Compensation Act to civilian employees working on United States military bases throughout the world who are not paid with funds appropriated by Congress. These employees, working in facilities operated for the comfort, contentment, and improvement of armed forces personnel, are instead compensated with funds generated from earnings of their facility.

Where applicable, Outer Continental Shelf Lands Act Endorsement shall be attached to the policy.

Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

If project is located in a state where workers compensation is secured via monopolistic state funds, include evidence of the "Stop Gap" endorsement to the general liability policy.

Property Insurance: If applicable, Contractor shall purchase and maintain property insurance for the Work. Such insurance shall be written in an amount at least equal to the initial contract sum as well as subsequent modifications of that sum. The insurance shall apply on a replacement cost basis. If the insurance obtained in compliance with this paragraph is builders risk insurance, coverage shall be written on a completed value form.

The property insurance as required above shall name as insureds the Owner, Contractor, and all subcontractors and sub-subcontractors on the Project.

Primary and Non-contributory: Contractor agrees that the insurance listed above, including insurance provided under the commercial umbrella, if any, shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, Owner.

Waiver of Subrogation: Contractor waives all rights against the Owner and Garver, LLC and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability, commercial umbrella liability insurance, automobile liability insurance and workers compensation insurance maintained pursuant to paragraph C-01 of this agreement.

No Implied Waiver: Contractor shall furnish certifications matching the coverage requirements. Failure of Owner or Engineer to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Owner or Engineer to identify a deficiency from evidence that is provided shall not be construed as a waiver of the contractors obligations to furnish and maintain such insurance, or as a waiver to the enforcement of any of the provisions at a later date.

Any waiver of the contractor's obligation to furnish such certificate or maintain such evidence must be by written change order and signed by a Managing Member (Officer) of the Engineer and the Owner.

Cancellation, Non-Renewal, and/or Impairment Notification: The Contractor shall not cause any insurance policy to be cancelled or permit it to lapse and all insurance policies shall include an endorsement to the effect that the insurance policy or certificate shall not be subject to cancellation or to a reduction in the required limits of liability or amounts of insurance until notice has been mailed to the Owner and Engineer, stating the date when such cancellation or reduction shall be effective, which date shall not be less than (60) days after such notice.

The amount shown in the bid item for the Owner's Protective Insurance shall include that amount of additional premium required for obtaining Owner's and Engineer's Protective Liability insurance for the Owner and Garver, LLC. The Engineer has the right to request justification from the contractor for the full amount of the cost included under the items "Owner's Protective Insurance".

Notice shall be sent via email and regular mail to the following persons and addresses:

Owner:
Alex Rupp
5000 Jerry Ware Drive
Beaumont, TX 77705
ARupp@co.Jefferson.tx.us

Garver:
Thomas Dodson, PE
Garver, LLC
11111 Katy Freeway
Suite 910
Houston, TX 77079
TDDodson@GarverUSA.com

C-02 UTILITIES

All work in this contract shall be in accordance with the Texas Underground Facilities Damage Prevention Act. The Contractor shall abide by the most current edition of this Act.

Underground utilities exist within and adjacent to the limits of construction. An attempt has been made to locate these utilities on the plans. However, all existing utilities may not be shown and the actual locations of the utilities may vary from the locations shown.

The Contractor shall be responsible for the protection of all existing utilities or improvements crossed by or adjacent to his construction operations. Where existing utilities or service lines are cut, broken, or damaged, the Contractor shall replace or repair immediately the utilities or service lines with the same type of original material and construction or better, at his own expense.

C-03 LEGAL HOLIDAYS

Holidays that shall be observed are the following: New Year's Day (January 1); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (1st Monday in September); Thanksgiving Day (4th Thursday in November); and Christmas Day (December 25); no other days will be so considered. If a holiday falls on a Saturday or Sunday, the observed day shall be the Friday preceding the Saturday or the Monday following the Sunday. No construction observation will be furnished on legal holidays or Sundays, except in an emergency. The Contractor shall observe these legal holidays and all Sundays, and no work shall be performed on these days except in an emergency. Calendar day contract time includes delays for all holidays. Refer to Section C-06 for more information.

C-04 CLEAN UP

From time to time, the Contractor shall clean up the site, including any work areas at the airport, in order that the site presents a neat appearance and the progress of the work not be impeded. One such period of clean up shall immediately precede final inspection.

Immediately following acceptance of the work by the Owner, the Contractor shall remove all temporary plant, equipment, surplus materials, and debris resulting from his operations, and leave the site in a condition fully acceptable to the Owner.

C-05 PROJECT MEETINGS AND COORDINATION

A preconstruction conference will be called by the Engineer at a time convenient to the Owner and before the issuance of the "Notice to Proceed". The Engineer and the Contractor and such subcontractors as the Contractor may desire shall attend this meeting with the Owner.

The Owner and/or Engineer will call such coordination conferences as may seem expedient to him for the purpose of assuring coordination of the work covered by this Contract. The Contractor shall attend all such conferences. This in no way relieves the Contractor of his responsibility to fully coordinate his work under this Contract.

C-06 LIQUIDATED DAMAGES FOR DELAY

The number of calendar days allowed for completion of the project is stipulated in the Proposal and in the Contract and shall be known as the Contract Time. The Contractor agrees that time is a critical element for this Contract. Loss will accrue to the Owner due to delayed completion of the work; and the cost to the Owner of the administration of the Contract, including engineering, inspection, and supervision, will be increased as the time occupied in the work is lengthened. The Contractor agrees that for each day of delay beyond the

number of calendar days herein agreed upon for the completion of the work herein specified and contracted for, the Owner may withhold, permanently, from the Contractor's total compensation, the sum of **One Thousand** Dollars (**$1,000.00**) as stipulated damages for each day of such delay. Should the amount otherwise due the Contractor be less than the amount of such ascertained and liquidated damages, the Contractor and his Surety shall be liable to the Owner for such deficiency.

It is understood and agreed by and between the Owner and the Contractor that the time of completion herein set out is a reasonable time. The Contractor shall perform fully, entirely, and in an acceptable manner, the work contracted for within the contract time stated in the Contract. The contract time shall be counted from ten days after the effective date of the "Notice to Proceed", or the date work commences, whichever occurs first; and shall include all Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of any orders of the Engineer for suspension of the prosecution of the work, due to the fault of the Contractor, shall be counted as elapsed contract time, and shall not be considered for an extension of time.

Extensions of time for completion, under the condition of 3(a) next below, will be granted; extensions may be granted under other stated conditions:

1. If the satisfactory execution and completion of the Contract shall require work or material in greater amounts or quantities than those set forth in the Contract, then the Contract time shall be increased in the same proportion as the additional work bears to the original work contracted for.

2. An average or usual number of inclement weather days, when work cannot proceed, is to be anticipated during the construction period and is not to be considered as warranting extension of time. The days included in the contract time for Normal Weather-Related Events and holidays are as follows:

(On A Monthly Basis)

Month	Normal Weather-Related Events
January	5
February	7
March	4
April	4
May	3
June	4
July	8
August	4
September	6
October	5
November	2
December	5

If, however, it appears that the Contractor is delayed by conditions of weather, outside of normal weather-related events detailed in the proceeding table, extensions of time may be granted.

3. Should the work under the Contract be delayed by other causes which could not have been prevented or contemplated by the Contractor, and which are beyond the Contractor's power to prevent or remedy, an extension of time may be granted. Such causes of delay shall include but not necessarily be limited to the following:

   a. Acts of God, acts of the public enemy, acts of the Owner except as provided in these Specifications, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

b. Any delays of Subcontractors or suppliers occasioned by any of the causes specified above.

The Engineer or other authorized representative of the Owner shall keep a written record sufficient for determination as to the inclusion of that day in the computation of Contract time. This record shall be available for examination by the Contractor during normal hours of work as soon as feasible after the first of each construction month. In case of disagreement between the representative of the Owner and the Contractor, as to the classification of any day, the matter shall be referred to the Owner whose decision shall be final.

If the Contractor finds it impossible for reasons beyond his control to complete the work within the Contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the Contract time as extended, make a written request to the Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may recommend to the Owner that the contract time be extended as conditions justify. If the Owner extends the contract, the extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

The amount of all extensions of time for whatever reason granted shall be determined by the Owner. In general, only actual and not hypothetical days of delay will be considered. The Owner shall have authority to grant additional extensions of time as the Owner may deem justifiable.

C-07 QUALITY ASSURANCE/MATERIALS TESTING

The Owner shall be responsible for quality assurance testing as stated in theses specifications; however, the Contractor shall be responsible for payment of any subsequent tests made necessary by previous unsatisfactory tests. In this event, the Owner's quality assurance representative shall conduct the additional testing and payment for such tests shall be directly deducted from the Contractor's payment. The Contractor shall pay for additional testing at the Owner's contract rate.

C-08 RECORD DOCUMENTS

The Contractor shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, Shop Drawings and samples at the site, in good order, and annotated to show all changes made during the construction process. In addition, the Contractor shall note any differences between locations of underground existing facilities shown in the plans and the actual location located during construction. These record documents shall be available to the Engineer for examination and shall be delivered to the Engineer upon completion of the work.

C-09 CONTRACTOR/SUBCONTRACTOR/SUPPLIER LEGAL DISPUTES

Any fees, expenses, charges, fines or other costs borne by the Owner as a result of legal disputes or lawsuits between the contractor and his subcontractors, or between the contractor and his suppliers, shall be deducted from monies due or which may thereafter become due the contractor.

C-10 GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements embraced 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 there, which shall appear within a period of 12 months from the date of final acceptance of the work. The Contractor will be responsible for all costs associated with construction observation and oversight for the repair work. The Owner will give notice of

defective materials and work with reasonable promptness. In the event repair work is required, the Contractor shall remedy any defects and pay for any damage to other work resulting there, which shall appear within a period of 12 months from the date of the acceptance of the repair work.

C-11 CONTRACTOR'S RELEASE AND AFFIDAVIT

At the project's completion, the Contractor shall execute the attached Release and Lien Waiver to release all claims against the Owner arising under and by virtue of his Contract. The date of the Release shall be that agreed to for the final acceptance of the project with the Owner.

C-12 SUBMITTALS

The Contractor shall prepare and submit information required by the individual Specification sections sufficiently in advance of the related work to allow an appropriate review time by the Engineer. The types of submittals are indicated in the individual Specification sections.

During the preconstruction conference, the Contractor shall review his submittal schedule and procedures, including notifying the Engineer whether electronic submittals or paper submittals will be provided for all submittal packages in the project. Mixing of package types will not be allowed. The Contractor shall provide one of the following submittal package types:

1. Submit electronic submittals via email as PDF electronic files directly to the Engineer's designated representative, or post these PDF electronic files directly to the Engineer's FTP site specifically established for this project. Electronic submittals shall be in Adobe Acrobat (*.PDF) format and shall be legible when printed.

2. Submit six (6) paper submittal copies via mail or other courier service to the Engineer's designated representative.

Submittals shall be neat, organized, and easy to interpret. Assemble complete submittal package into a single indexed electronic file or hard cover bound book, Incorporating submittal requirements of an individual Specification section, the transmittal form with unique submittal numbering system, and electronic links or tabs enabling navigation to each item. Unless approved otherwise by the Engineer, all submittals for the individual Specification section shall be submitted at one time.

Submittals must come directly from the Prime Contractor; submittals from subcontractors or suppliers will not be reviewed.

Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review. Faxed submittals or submittals with extremely small or otherwise unreadable print will not be accepted. Submittals not required by the Contract Documents will be returned by the Engineer without action.

The Contractor shall retain complete copies of submittals on project site. Use only final submittals that are marked with approval notation from Engineer's submittal review stamp with comments form.

Resubmittals shall continue the unique, sequential, submittal numbering system. Resubmittals without unique numbering, example resubmittals transmitted as 005A or 005REV, are unacceptable and will be returned un-reviewed.

C-13 STORMWATER POLLUTION PREVENTION PLAN

Refer to Technical Specification P-156.
~~The Contractor shall note that storm water and precipitation runoff from construction activities is regulated by the XXX Department of Environmental Quality (XXX) and that construction sites where soils are~~

~~disturbed are required to be permitted in accordance with XXX Permit Number XXXXXXX. This regulation is mandated by Title 40 *Code of Federal Regulations* (CFR) 122.26. The contractor shall be responsible for the preparation (permit to be obtained in the Owner's name), fees, implementation, records, and all other requirements of the Stormwater Pollution Prevention Plan (SWPPP). The contractor shall be responsible to the Owner for the payment of any fines that may be imposed upon the Owner for failure to follow stormwater regulations and/or the SWPPP. The SWPPP shall be submitted to the Owner for review and signature prior to construction and/or prior to submission of the document to XXX (if required). The regulation may allow an exemption for some construction sites under a certain size. However, the exemption is not automatic and does not relieve the contractor from contacting XXX, CONTACT INFORMATION and making his own arrangements for such an exemption. The contractor shall have a valid permit in place or shall provide evidence of an exemption to the Owner before any construction begins. There will be no separate measurement or payment for any facilities, materials, or equipment needed by the contractor to comply with the permit.~~

C-14 TEST BORINGS/SUBSURFACE INFORMATION

A geotechnical investigation and soils report have been completed for the project area and are available upon request. This information can be obtained by contacting the Engineer.

Soil characteristics provided in any soil reports, or as shown on boring logs, are representative only at the location of the sample taken, and neither the Owner, Engineer nor Engineer's consultants will be responsible for variations in the soil characteristics at other locations. Any subsurface information or geotechnical reports made available to Contractor was obtained and intended for the Owner's design and estimating purposes only. Such reports and drawings are not Contract Documents.

The Contractor may not rely upon or make any claim against Owner, Engineer, or Engineer's Consultants with respect to (1) the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by the Contractor and safety precautions and programs incident thereto, (2) other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings, or (3) any Contractor interpretation or other conclusion drawn from any data, interpretations, opinions, or information.

If in any case, the recommendations set forth in the Geotechnical Report conflict with the requirements set forth in these Contract Documents, the requirements in the Contract Documents shall take precedent.

C-15 WAGE RATES

The Davis Bacon minimum wage rates for this project are applicable and included in Section L of this contract.

END OF SPECIAL PROVISIONS

RELEASE OF LIEN

FROM: Contractor's Name _____

Address _____

TO: Owner's Name _____

Address _____

DATE OF CONTRACT: _____

Upon receipt of the final payment and in consideration of that amount, the undersigned does hereby release the Owner and its agents from any and all claims arising under or by virtue of this Contract or modification thereof occurring from the undersigned's performance in connection with the

_____

_____

project.

_____
Contractor's Signature

_____
Title

Subscribed and sworn to before me this _____ day of _____, 20____.

_____
Notary Public

My Commission Expires:

_____

CONTRACTOR'S AFFIDAVIT

FROM: Contractor's Name _____

Address _____

TO: Owner's Name _____

Address _____

_____

DATE OF CONTRACT: _____

I hereby certify that all claims for material, labor, and supplies entered into contingent and incident to the construction or used in the course of the performance of the work on _____

_____

have been fully satisfied.

_____
Contractor's Signature

_____
Title

Subscribed and sworn to before me this _____ day of _____, 20____.

_____
Notary Public

My Commission Expires:

_____

The Surety Company consents to the release of the retained percentage on this project with the understanding that should any unforeseen contingencies arise having a right of action on the bond that the Surety Company will not waive liability through the consent to the release of the retained percentage.

Dated _____
Surety Company

By _____
Resident Agent, State of Texas

SECTION K
ADDENDA

11111 Katy Freeway
Suite 910
Houston, TX 77079

TEL 713.491.8333
FAX 713.973.5777

www.GarverUSA.com

August 11, 2015

Addendum No.1
To Plans, Contract Documents and Specifications
IFB 15-017/JW, Runway 12-30 Reconstruction

This addendum shall be a part of the Plans, Contract Documents and Specifications to the same extent as though it were originally included therein, and it shall supersede anything contained in the Plans, Contract Documents and Specifications with which it might conflict. All bidders shall acknowledge receipt of this Addendum on page C-5 of the sealed bid proposal.

Vendor Registration: Jefferson County Bidders.
Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status.

The system for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost direct from the SAM website at: www.sam.gov

Modifications to the Bid Form and Proposal:

1. **Replace Proposal with the attached revised Proposal.**

Modifications to the Plans:

1. **Replace sheet C-001 'Typical Sections and Pavement Details' with the attached sheet C-001 'Typical Sections and Pavement Details'.**

A pre-bid meeting was conducted for bidders on Thursday, August 6. The agenda and sign-in sheets from that meeting are included in this addendum. Questions were received by Garver by email and at the pre-bid meeting. Responses to these questions are attached to this addendum. Questions are paraphrased and are as understood by Garver.

By: Thomas D Dodson, PE.

Attachments: Pro[illegible] ment
She[illegible]
Det[illegible]
Agenda and Sign-in Sheet from August 6, 2015 Pre-Bid Meeting: 4 pages
Response to Bidder Questions: 2 pages

NOT INCLUDED HERE BUT FORMS A PART OF THIS CONTRACT

STATE OF TEXAS
THOMAS D. DODSON
83909
LICENSED PROFESSIONAL ENGINEER
8/11/2015

L:\2014\14121507 - BPT - RW 12-30 Recon and Resurfacing TW\Bidding\Addendums\Addendum No.1\Addendum No.1.2015-08-11.docx

11111 Katy Freeway
Suite 910
Houston, TX 77079
TEL 713.491.8333
FAX 713.973.5777
www.GarverUSA.com

Jack Brooks Regional Airport – Runway 12-30 Reconstruction
Pre-Bid Meeting

11:00 a.m. August 06, 2015

1) **Introductions & Roles:**
   a) Alex Rupp, Airport Manager, Jack Brooks Regional Airport (Owner)
   b) Duke Youmans, Operations Manager, Jack Brooks Regional Airport
   c) Jamey West, Assistant Purchasing Agent, Jefferson County
   d) Tom Dodson, PE, Senior Project Manager, Garver

2) **Bidding Procedures**
   a) Bids proposals are due no later than 11:00 am local time on August 18, 2015 at the Jefferson County Purchasing Division, 1001 Pearl Street, 3rd Floor, Beaumont, Texas 77701. After the cut-off time, bids will be publicly opened and read. DO NOT DELIVER BID PACKAGES TO THE AIRPORT – THEY WILL BE CONSIDERED NON-RESPONSIVE.
   b) Bidder Qualifications.
      i) Past experience on similar work
      ii) Bidder's financial responsibility
      iii) FAA Insurance Requirements
   c) Instructions to Bidders. Requirements are detailed in this section.
   d) Bids may be held up to 90 days for FAA funding schedule.
   e) Bid Proposal. Contract Time:
      i) 150 Calendar Days; this is inclusive of typical weather days and holidays.
      ii) $1,000 per day Liquidated Damages thereafter.
   f) Contract Award

Base Bid – Runway 12-30 Reconstruction & Electrical Improvements
Alternate 1 – Runway 12-30 Markings
Alternate 2 – Runway 12-30 Electrical Improvements

3) **Federal Provisions**
   a) The DBE goal is **7.57%**.
      i) Questions regarding goals and good faith efforts should be directed to Megan Landry at FAA.

4) **FAA General Provisions**
   a) Provisions are included in the project manual portion of the bid documents

5) **Technical Specifications**
   a) Safety Plan Compliance Document – this is a document requirement for working on the airfield.

6) **Construction Plans**
   a) Security background checks and driver training. These are to be provided by the Contractor at his own expense for employees that will be driving on the airfield.

7) **General Discussion**

Runway 12/30 Reconstruction
Jack Brooks Regional Airport
Pre-Bid Meeting
11:00 A.M., Thursday, 08/06/15

SIGN-IN SHEET

Name	Representing	Phone #	email
Tom Dodson	Garver	713-491-8333	tddodson@GarverUSA.com
Thomas Sikora	Garver	713-491-8333	tcsikora@GarverUSA.com
Javier Suarez	Garver	713-491-8333	jsuarez@garverusa.com
Nancy Le	Texas Polymer Systems	228-257-1356	nancy@texaspolymer.com
Rick Howard	Webber, LLC	832-610-4589	rick.howard@webber.com
Brandon Harrison	Allco, LLC	409-960-4469	bharrison@allco.com
Will Fultz	Kwofe River	405-718-6102	willtanfultz@kwoferiver.com
Brian Kramer	DezTex	409-983-5555	brian.kramer@deztex.com
Bill Kelley	Martin Marietta	409-658-7791	William.Kelley@martinmarietta.com
Donnie Deckard	Simco	409 9628593	donnie@simcoent.com
Ron Carlin	T+N Labs	409 727 6291	rcarlin@tnlaboratories.com

Garver Project No. 14121507

Runway 12/30 Reconstruction
Jack Brooks Regional Airport

Pre-Bid Meeting
11:00 A.M., Thursday, 08/06/15

SIGN-IN SHEET

Name	Representing	Phone #	email
Artie Tucker	Apac-Tx, Inc.	409-866-1444	awtucker@apac.com
Alex Rupp	Airport	409-719-4900	ARuppe Co.Jefferson.Tx.US
Megan Landry	Airport	409-719-7531	MLANDRY@CO.Jefferson.TX.US
Jamey West	Jeff. Hy. Runway	409-835-8693	jwest@co.jefferson.tx.us
EDWARD SILVA	GARVER		

Runway 12/30 Reconstruction
Jack Brooks Regional Airport
Pre-Bid Meeting
11:00 A.M., Thursday, 08/06/15

SIGN-IN SHEET

Name	Representing	Phone #	email

NO FURTHER ENTRIES

11111 Katy Freeway
Suite 910
Houston, TX 77079

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FAX 713.973.5777

www.GarverUSA.com

MEMORANDUM

To: Potential Bidders **Date:** August 11, 2015

From: Thomas D Dodson, PE

RE: Jack Brooks Regional Airport – Runway 12-30 Reconstruction
Bidder Questions

See below for responses to Bidder questions regarding the Runway 12-30 Reconstruction project at the Jack Brooks Regional Airport.

Question 1: Will the plan set be available as a consolidated pdf file instead of individual TIFF images?
Answer 1: The plan set documents will not be converted from their current TIFF format. The files cannot be consolidated because TIFF images cannot reliably be made multi-page.

Question 2: Is there an estimated cost for the project available?
Answer 2: Jefferson County and the Jack Brooks Regional Airport have chosen not to publish the estimated cost for this project.

Question 3: Who is the certification agency for the DBE?
Answer 3: There are several certification agencies that will meet the FAA requirements for DBE certification. Typically, if the DBE firm is recognized by jurisdictions like the City of Dallas or Houston, it will be recognized for this project. Questions about DBE can be directed to Megan Landry at Jefferson County.

Question 4: Is there any flexibility on the 150 days contract time?
Answer 4: No. Please also note that the 150 calendar days already includes weather days. Since this project includes closing the primary runway, the work needs to be done as quickly as possible. Work can be done 24/7 at the airport if required to meet the contract time requirement.

Question 5: Will air traffic stop or delay work?
Answer 5: Since the primary runway will be closed for the entirety of this project no delay should occur due to air traffic for the Base Bid. If the additive alternates are awarded, portions within the runway intersection can only be worked on during night hours or weekends. This is described in the construction phasing and safety plans.

Question 6: For bonding, how much is the project estimated at?
Answer 6: Jefferson County and the Jack Brooks Regional Airport have chosen not to publish the estimated cost for this project.

Question 7: Can an airfield site visit be arranged before the Bids are due?
Answer 7: Yes, Airport Operations Supervisor Duke Youmans will lead the airfield site visit. This site visit is scheduled for Thursday, August 13, 2015 at 10:00 am. Interested parties are to meet at the Jerry Ware Terminal Lobby.

Question 8: Beside the Bid documents, what other paperwork needs to be included in the Bid Package?
Answer 8: The required documents for the bid packages are listed in Section B - Instructions to Bidders. An original and three (3) copies of the entire project manual (with all pages) is required. The project manual may be printed double-sided with the exception of the Bid Form which shall be printed single-sided.

Question 9: Can a computer generated spreadsheet Bid Form be turned in, or submitted online?
Answer 9: No, Jefferson County is not available to receive online submittals. The only bid form that will be recognized for submission will be that which is included in the latest addendum. If it is determined during evaluation of the bids that the bid form is not as provided, the bid submittal will be considered non-responsive. Bidder shall state the price (typed or written in ink) BOTH in words and numerals for each pay item furnished in the bid proposal. Please also check the math to ensure the unit price multiplied by the quantity equals the bid amount.

Question 10: Where can a general contractor register before turning in their Bid Packages?
Answer 10: General contractor needs to be registered in SAM (System for Award Management) at www.sam.gov before turning in the Bid Packages.

Question 11: Do all contractor employees need to have a driver and radio training?
Answer 11: All employees of the contractor or subcontractor shall receive vehicle operator/pedestrian training and radio training from the project superintendent. The contractor's project superintendent shall keep the training materials on file and provide copies to the Aviation Department personnel for inspection before construction begins. The designated contractor or subcontractor employees who will be using the two-way radios will be required to have two-way radio communication training prior to commencement of the work.

Question 12: Is there a requirement for all contractor employees to be badged?
Answer 12: No, only the construction superintendent and those designated escorts will be required to be badged.

Question 13: Is there a requirement for criminal background history checks for contractor employees?
Answer 13: The contractor shall appoint a representative who will be responsible for the criminal background history checks for all employees of the contractor or subcontractors. The contractor's representative will provide copies to the Aviation Department personnel before construction begins of all the background history checks.

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www.GarverUSA.com

August 13, 2015

Addendum No. 2
To Plans, Contract Documents and Specifications
IFB 15-017/JW, Runway 12-30 Reconstruction

This addendum shall be a part of the Plans, Contract Documents and Specifications to the same extent as though it were originally included therein, and it shall supersede anything contained in the Plans, Contract Documents and Specifications with which it might conflict. All bidders shall acknowledge receipt of this Addendum on page C-5 of the sealed bid proposal.

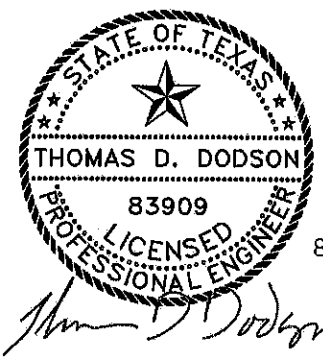
Modifications to the Bid Form and Proposal:

1. **Replace page C-15 of the Proposal with the attached revised page C-15.**

Questions

1. **Questions were received by Garver by email after Addendum 1 was issued. Responses to these new questions are attached to this addendum. Questions are paraphrased and are as understood by Garver.**

By: Thomas D Dodson, PE.



8/13/2015

Attachments: P NOT INCLUDED HERE BUT FORMS A PART OF THIS CONTRACT
Questions and Answers: 1 page

11111 Katy Freeway
Suite 910
Houston, TX 77079

TEL 713.491.8333
FAX 713.973.5777

www.GarverUSA.com

MEMORANDUM

To: Potential Bidders **Date:** August 13, 2015

From: Thomas D Dodson, PE

RE: Jack Brooks Regional Airport – Runway 12-30 Reconstruction
Bidder Questions

See below for responses to Bidder questions regarding the Runway 12-30 Reconstruction project at the Jack Brooks Regional Airport.

Question 1: Under Spec 310-2.4 how should we calculated the quantity (10%) of spare equipment when there is less than 10 units of a given type of fixture?

For item 27 SS-310-5.7 L-850C for example, should we add (1) fixture + (1) lamp + (1) transformer for the requested (1) fixture, or should we consider 0 spare parts for this item?
Answer 1: For items where there are fewer than 10, provide a minimum of one (1) light fixture assembly, (1) spare lamp (or lamps if it is a multi-lamp fixture), and one (1) spare secondary cord assembly. See section 310-2.4 of specification SS-310 for more information on spare components.

For isolation transformers, see section 310-2.6 of specification SS-310. For types of isolation transformer where fewer than 10 are required, provide a minimum of one (1) isolation transformer of that type.

Question 2: Item SS-310-5.14 on Additive Alternate No. 2 has a quantity of 100, but is priced as a lump sum. Is the quantity supposed to be 100%? Also, can any more information be given on this item - i.e. where are the signs being located, how many signs, are the signs provided by the contractor (the line item sounds as if we are to assemble a furnished sign)?
Answer 2: Please note the revised proposal page identifying Item SS-310-5.14 as a Lump Sum 100% item.

The "Vehicle Sign Assembly" pay item is to pay for sign 45 (the combination of signs 45a and 45b located in the sign index on sheet E-510). The typical details for constructing the vehicle sign assembly are shown on sheet E-511. Please note that the legend shown on the sign in detail 5 of E-511 is typical and that actual sign legends for the signs to be provided are shown in the sheet index on sheet E-510.

SECTION L
WAGE RATES

Article 5159a of the Revised Civil Statutes of Texas, passed by the 43rd Legislature Acts of 1933, Page 91, Chapter 45, provides that any government subdivision shall ascertain the general prevailing rate of per diem wages in the locality in which the work is to be performed for each craft or type of workman or mechanic and shall specify in the call for bids and in the Contract the prevailing rate of per diem wages which shall be paid for each craft type of workman. This Article further provides that the CONTRACTOR shall forfeit, as a penalty, to the City, County, or State, or other political subdivision, Ten Dollars ($10.00) per day for each laborer, or workman, or mechanic who is not paid the stipulated wage for the type of work performed by him as set up on the wage scale. The OWNER is authorized to withhold from the CONTRACTOR, after full investigation by the awarding body, the amount of this penalty in any payment that might be claimed by the CONTRACTOR or Subcontractor. The Act makes the CONTRACTOR responsible for the acts of the Subcontractor in this respect.

The Article likewise requires that the CONTRACTOR and Subcontractor keep an accurate record of the names and occupations of all persons employed by him and show the actual per diem wages paid to each worker, and these records are open to the inspection of the OWNER.

The Davis Bacon minimum wage rates for this project are as follows:

LABOR CLASSIFICATION AND MINIMUM WAGE SCALE
General Decision Number: TX150056 01/02/2015 TX56
Superseded General Decision Number: TX20140056
State: Texas

Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction;bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	01/02/2015

* SUTX2011-013 08/10/2011

Description	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures)	$ 12.98	
ELECTRICIAN	$ 27.11	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.34	
Structures	$ 12.23	
LABORER		
Asphalt Raker	$ 12.36	
Flagger	$ 10.33	
Laborer, Common	$ 11.02	
Laborer, Utility	$ 11.73	
Pipelayer	$ 12.12	

Work Zone Barricade Servicer	$ 11.67
PAINTER (Structures)	$ 18.62
POWER EQUIPMENT OPERATOR:	
Asphalt Distributor	$ 14.06
Asphalt Paving Machine	$ 14.32
Broom or Sweeper	$ 12.68
Concrete Pavement Finishing Machine	$ 13.07
Concrete Paving, Curing, Float, Texturing Machine	$ 11.71
Concrete Saw	$ 13.99
Crane, Hydraulic 80 tons or less	$ 13.86
Crane, Lattice boom 80 tons or less	$ 14.97
Crane, Lattice boom over 80 Tons	$ 15.80
Crawler Tractor	$ 13.68
Excavator, 50,000 pounds or less	$ 12.71
Excavator, Over 50,000 pounds	$ 14.53
Foundation Drill, Crawler Mounted	$ 17.43
Foundation Drill, Truck Mounted	$ 15.89
Front End Loader 3 CY or Less	$ 13.32
Front End Loader, Over 3 CY	$ 13.17
Loader/Backhoe	$ 14.29
Mechanic	$ 16.96
Milling Machine	$ 13.53
Motor Grader, Fine Grade	$ 15.69
Motor Grader, Rough	$ 14.23
Off Road Hauler	$ 14.60
Pavement Marking Machine	$ 11.18
Piledriver	$ 14.95
Roller, Asphalt	$ 11.95
Roller, Other	$ 11.57
Scraper	$ 13.47
Spreader Box	$ 13.58
Servicer	$ 13.97
Steel Worker	
Reinforcing Steel	$ 15.15
Structural Steel Welder	$ 12.85
Structural Steel	$ 14.39
TRUCK DRIVER	
Low Boy Float	$ 16.03
Single Axle	$ 11.46
Single or Tandem Axle Dump	$ 11.48
Tandem Axle Tractor w/Semi Trailer	$ 12.27

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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.

For current Wage Determination Decisions, see the Department of Labor website (http://www.wdol.gov/dba.aspx#0).

SECTION M
CHANGE ORDER FORM

Change Order

No. _____

Date of Issuance: Effective Date:
Project: Owner: Owner's Contract No.:
Contract: Date of Contract:
Contractor: Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:
Original Contract Price:

CHANGE IN CONTRACT TIMES:
Original Contract Times:
☐ Working days ☐ Calendar days

Substantial completion (days or date):
$ Ready for final payment (days or date):
[Increase] [Decrease] from previously approved Change

Orders No._____ to No._____:

[Increase] [Decrease] from previously approved Change Orders
No._____ to No._____:

Substantial completion (days):

$ Ready for final payment (days):
Contract Price prior to this Change Order: Contract Times prior to this Change Order:

Substantial completion (days or date):

$ Ready for final payment (days or date):
[Increase] [Decrease] of this Change Order: [Increase] [Decrease] of this Change Order:
Substantial completion (days or date):

$ Ready for final payment (days or date):
Contract Price incorporating this Change Order: Contract Times with all approved Change Orders:

Substantial completion (days or date):
$ Ready for final payment (days or date):

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:	By:	By:
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized signature)
Date:	Date:	Date:

Approved by Funding Agency (if applicable): Date:

SECTION N
TECHNICAL SPECIFICATIONS

ITEM SS-101 SAFETY PLAN COMPLIANCE DOCUMENT (SPCD)

DESCRIPTION

101-1.1 The contractor shall thoroughly review the approved Construction Safety and Phasing Plan (CSPP) and shall comply with approved CSPP. The contractor shall certify such compliance by completing the attached SPCD and submitting to the Engineer for approval.

Contractor Safety Plan Compliance Documents

Owner Name: Jack Brooks Regional Airport / Jefferson County

Airport: Jack Brooks Regional Airport

Project Description: Runway 12/30 Reconstruction and Taxiway Resurfacing

Contractor: _____

Each item listed below corresponds to a specific section of the approved CSPP. The contractor shall certify that he/she will comply with each section of the approved CSPP. Each certified section with a "no" response must be fully explained in an attachment to the SPCD. The document shall be signed and dated by a principle or owner in the Contractor's company. All other requested information shall be completed by the Contractor and submitted to the Engineer for approval as part of the SPCD.

1. **Section 1 - Correspondence:** This project shall be completed in accordance with Section 1 "Coordination" of the approved Construction Safety Plan Compliance Document.

Owner:	
Contact:	**Phone:**
Engineer:	
Project Manager:	**Phone:**
Project Engineer:	**Phone:**
Construction Observer:	**Phone:**
Materials Testing:	**Phone:**
Contractor:	
Project Manager:	**Phone:**
Superintendent:	**Phone:**
Subcontractors:	
LIST ALL SUBS	

Yes_____No*

2. **Section 2 - Phasing:** This project shall be completed in accordance with Section 2 "Phasing" of the approved Construction Safety Plan Compliance Document.

Yes_____No*

3. **Section 3 – Areas of Operations Affected by Construction Activity:** This project shall be completed in accordance with Section 3 "Areas of Operations Affected by Construction Activity" of the approved Construction Safety Plan Compliance Document.

Yes_____No*

4. **Section 4 – Protection of Navigational Aids (NAVAIDS):** This project shall be completed in accordance with Section 4 "Protection of Navigational Aids (NAVAIDS)" of the approved Construction Safety Plan Compliance Document.

Yes_____No *

5. **Section 5 – Contractor Access:** This project shall be completed in accordance with Section 5 "Contractor Access" of the approved Construction Safety Plan Compliance Document.

Yes_____No *

6. **Section 6 – Wildlife Management:** This project shall be completed in accordance with Section 6 "Wildlife Management" of the approved Construction Safety Plan Compliance Document.

Yes_____No *

7. **Section 7 – Foreign Object Debris (FOD) Management:** This project shall be completed in accordance with Section 7 "Foreign Object Debris (FOD) Management" of the approved Construction Safety Plan Compliance Document.

Yes_____No *

8. **Section 8 – Hazardous Materials (HAZMAT) Management:** This project shall be completed in accordance with Section 8 "Hazardous Materials (HAZMAT) Management" of the approved Construction Safety Plan Compliance Document.

Yes_____No *

9. **Section 9 – Notification of Construction Activities:** This project shall be completed in accordance with Section 9 "Notification of Construction Activities" of the approved Construction Safety Plan Compliance Document.

Yes_____No *

10. **Section 10 – Inspection Requirements:** This project shall be completed in accordance with Section 10 "Inspection Requirements" of the approved Construction Safety Plan Compliance Document.

Yes_____No *

11. **Section 11 – Underground Utilities:** This project shall be completed in accordance with Section 11 "Underground Utilities" of the approved Construction Safety Plan Compliance Document.

Yes_____No *

12. **Section 12 – Penalties:** This project shall be completed in accordance with Section 12 "Penalties" of the approved Construction Safety Plan Compliance Document.

Yes_____No *

13. **Section 13 – Special Conditions:** This project shall be completed in accordance with Section 13 "Special Conditions" of the approved Construction Safety Plan Compliance Document.

Yes_____No_*

14. **Section 14 – Runway and Taxiway Visual Aids:** This project shall be completed in accordance with 14 "Runway and Taxiway Visual Aids" of the approved Construction Safety Plan Compliance Document.

Yes_____No_*

15. **Section 15 – Marking and Signs for Access Routes:** This project shall be completed in accordance with Section 15 "Marking and Signs for Access Routes" of the approved Construction Safety Plan Compliance Document.

Yes_____No_*

16. **Section 16 – Hazard Marking and Lighting:** This project shall be completed in accordance with Section 16 "Hazard Marking and Lighting" of the approved Construction Safety Plan Compliance Document.

Yes_____No_*

17. **Section 17 – Protection of Safety Areas, Object Free Areas, Object Free Zones, and Approach / Departure Surfaces:** This project shall be completed in accordance with Section 17 "Protection of Safety Areas, Object Free Areas, Object Free Zones, and Approach / Departure Surfaces" of the approved Construction Safety Plan Compliance Document.

Yes_____No_*

18. **Section 18 – Other Limitations on Construction:** This project shall be completed in accordance with Section 18 "Other Limitations on Construction" of the approved Construction Safety Plan Compliance Document.

Yes_____No_*

I certify that, for the project identified herein, the responses to the foregoing items are correct as marked, and that I shall comply with the approved Construction Safety and Plan.

Signed: _____
Contractor's Authorized Representative

Date: _____

_____
Print Name and Title of Contractor's Representative

END OF ITEM SS-101

ITEM SS-110 STANDARD SPECIFICATIONS

GENERAL

110-1.1 The standard specifications adopted by the Texas Department of Transportation (November 1, 2014) are bound in a book titled "Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges". These specifications are referred to herein as "Standard Specifications." The latest edition shall apply. A copy of these "Standard Specifications" may be purchased or downloaded by going to the Texas Department of Transportation's web page, http://www.txdot.gov, contacting Support Services Division, or calling the Texas Department of Transportation's Support Services Division. For additional information on specifications or information on Departmental Materials Specifications (DMS), Material Producer Lists (MPL), Test Procedures, Material Inspection Guide, and other materials information, go to http://www.txdot.gov.

INCORPORATION AND MODIFICATION

110-2.1 Certain parts of the Standard Specifications are appropriate for inclusion in these Technical Specifications. Such parts are incorporated herein by reference to the proper section or paragraph number. The individual specification numbers noted herein may be different from those in the latest edition of the "Standard Specifications." The most current specification number shall apply. Each such referenced part shall be considered to be a part of these Contract Documents as though copied herein in full.

110-2.2 Certain referenced parts of the Standard Specifications are modified in the Specifications that follow. In case of conflict between the Standard Specifications and the Specifications that follow, the Specifications that follow shall govern.

110-2.3 Individual material test numbers change from time to time. Use the latest applicable test.

110-2.4 Reference in the Standard Specifications to the "Department" is herein changed to the "Owner".

END OF ITEM SS-110

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ITEM SS-120 SITE PREPARATION

DESCRIPTION

120-1.1 This item covers the preparation of the site for construction of the proposed improvements. The attention of the bidder is directed to the necessity for careful examination of the entire project site to determine, at the time of bid preparation, the full extent of work to be done under the item "Site Preparation." The entire job site shall be cleared of all man-made obstructions and debris, of whatever nature, and made ready in all respects for the construction of the proposed improvements.

The item "Site Preparation" shall include:

1. Furnishing Temporary Field Office
2. Lighted Barricades and Closed Taxiway and Runway Markings
3. Temporary Relocated Threshold
4. Contractor's Access/Haul Road
5. Contractor's Staging Areas
6. Lockout/Tagout Program
7. Airport Security Requirements
8. Airport Safety Requirements
9. Instrument Control
10. Clean Up

CONSTRUCTION METHODS

120-2.1 FURNISHING TEMPORARY FIELD OFFICE. The building for the temporary field office shall be for the exclusive use by the Engineer as a field office and shall conform to the requirements listed below. The dimensions and other requirements specified herein are minimums and the building may be built by the Contractor for the specific purposes noted herein. It is not intended, however, to prohibit the use of commercially built trailers or prefabricated buildings which may deviate in minor dimension or detail from the requirements listed herein but may in some features exceed the listed requirements and in all major respects be entirely suitable for the purpose intended. The Engineer will determine the suitability of any building furnished. It shall be the responsibility of the Contractor to coordinate and obtain also necessary permits and install all required temporary facilities to provide a complete and usable temporary field office.

Minimum requirements for offices:

a. The building may be portable or other suitable type with 7-ft minimum ceiling height; must be floored, weatherproof and reasonably dustproof; must have at least two glazed sliding windows provided with window latches; must have at least one door provided with a substantial lock and all keys placed in the possession of the Engineer. Doors and windows shall be screened. The building need not be new but the facility furnished under this item shall be neat, clean, sound and usable for the purpose intended.

b. The building shall be provided with electric lights and power outlets arranged as directed by the Engineer. The building shall be provided with equipment in good working order. In cold weather the building shall be provided with adequate vented space heating facilities and fuel for heating. In hot weather the building shall be equipped with adequate air conditioning units. Heating and cooling and telephone utility service will be furnished at no cost to the Owner or Engineer.

c. The building for the field office shall provide not less than 240 sq. ft. of floor space. At least two tables each suitable for desk and drafting table work shall be provided with approximate

dimensions of 30" x 48". These tables may be movable, attached to a wall, or built-in. Each table will be provided with at least two drawers (minimum dimensions: 8" deep x 12" wide by 24" long) or equivalent cabinet or shelf space for storing field books and records.

d. The building shall be provided with internet access with a minimum download speed of 24 megabytes per second. This service shall be provided for the length of the contract or construction project, whichever is greater.

Furnishing the field office will not be measured for separate payment, but will be considered subsidiary to "Site Preparation." The building shall remain the property of the Contractor and be returned to him at the close of the construction period.

120-2.2 LIGHTED BARRICADES AND CLOSED TAXIWAY AND RUNWAY MARKINGS. The Contractor shall furnish, install, maintain, and remove closed taxiway and runway markings and lighted barricades in accordance with details on the plans and as directed by the Engineer. The contractor shall provide an L-893 lighted visual aid to indicate temporary runway closure. The lighted runway closure visual aid shall meet the requirements of FAA Advisory Circular 150/5345-55A. The lighted runway closure marker shall be obtained by the contractor and the contractor shall retain ownership at the end of the project. The lighted barricades shall be constructed and installed as shown on the plans. All lighted barricades and closed taxiway and runway markings shall be constructed in accordance with AC 150/5370-2F Operational Safety on Airports During Construction.

All work involved in the furnishing, installation, maintenance, and removal of lighted barricades, barrels and closed runway markings will not be measured for separate payment, but will be considered subsidiary to the bid item "Site Preparation."

120-2.3 TEMPORARY RELOCATED THRESHOLD. Before commencing work within the air operations areas the Contractor is to **close Runway 12-30** as shown in the Plans. The Contractor shall furnish, install and maintain the temporary threshold in accordance with details on the Plans. The Contractor shall accomplish the relocation of the threshold within one 8-hour work shift. The Contractor shall remove the temporary threshold when work is complete within the safety area, and as directed by the sequence of construction in the Plans and by the Engineer.

Before relocating the threshold, the Contractor shall perform a Megger test from the regulator serving the runway in the presence of the Owner/Engineer. Data from the test shall be reported in writing to the Owner/Engineer. The Contractor shall determine the appropriate method of disabling the lights on the closed portion of the runway and shall verify the circuit prior to re-energizing. Strict adherence to OSHA Lockout/Tagout procedures is mandatory. The Contractor will be held responsible for any damage to the lighting system caused by his operations. Following restoration of the lighting system to its original/final configuration, the Megger test procedure shall be repeated by the Contractor in the presence of the Owner/Engineer, and the results of the test reported in writing to the Owner/Engineer.

All work involved in the furnishing, fabrication, installation, maintenance, and removal of the temporary relocated threshold will not be measured for separate payment, but will be considered subsidiary to the bid item "Site Preparation."

120-2.4 CONTRACTOR'S ACCESS/HAUL ROAD. The Contractor shall layout, construct, maintain, and repair all access/haul roads needed to construct the work. The contractor shall video the proposed haul routes from the edge of airport property to the construction work areas. The existing access roads shown on the plans shall be repaired, as determined necessary by the Engineer, at the close of the project. All such work, including all materials and labor, involved in the layout, construction, maintenance, and repair of the Contractor's access/haul roads will not be measured for separate payment but will be considered subsidiary to the bid item "Site Preparation." Temporary pipe culverts shall be installed and maintained as required and shall be of the size as directed by the Engineer. The type of pipe used for temporary pipe shall be at the

option of the Contractor. Temporary pipe culverts will not be measured for separate payment, but will be considered subsidiary to the access/haul road. All temporary pipe culverts shall be removed by the Contractor and shall remain his property at the close of the project.

120-2.5 CONTRACTOR'S STAGING AREAS. The areas designated in the plans or by the Engineer as the Contractor's staging area shall be cleared and graded by the Contractor as needed for use by the Contractor in constructing the work on this project. All areas used or otherwise occupied by the Contractor for his operations shall be cleaned, regraded, and seeded, as directed by the Engineer, prior to the final acceptance of the project by the Airport. All work involved in the preparation and restoration of areas used or occupied by the Contractor, including clearing, grubbing, regrading, seeding, and installing and removing fence, will not be measured for separate payment but will be considered subsidiary to the bid item "Site Preparation."

120-2.6 LOCKOUT / TAGOUT PROGRAM. The Contractor shall submit a complete copy of an electrical energy source Lockout/Tagout Program in accordance with Part 1910 – Occupational Safety and Health Standards (OSHA) Subpart S – Electrical, that meets the requirements of 29 CFR 1910.147, The Control of Hazardous Energy (Lockout/Tagout), including requirements listed in 1910.331 through 1910.335. Implementation of the Lockout/Tagout Program and the related safety requirements are the sole responsibility of the Contractor. All work involved in the preparation and implementation of the Lockout/Tagout Program will not be measured for separate payment, but will be considered subsidiary to the bid item "Site Preparation."

120-2.7 AIRPORT SECURITY REQUIREMENTS. The Contractor shall abide by the Airport Security requirements that are outlined in the Construction Safety and Phasing Plan (CSPP) of the plans. Any costs associated with the Airport Security requirements will not be measured for separate payment but will be considered subsidiary to the bid item "Site Preparation."

120-2.8 AIRPORT SAFETY REQUIREMENTS. The Contractor shall abide by the Airport Safety requirements that are outlined in the Construction Safety and Phasing Plan (CSPP) of the plans. All costs associated with the Airport Safety requirements will not be measured for separate payment but will be considered subsidiary to the bid item "Site Preparation."

120-2.9 INSTRUMENT CONTROL. The Contractor will be furnished survey baselines and benchmarks to control the work as shown on the Plans. The Contractor shall be responsible for the additional instrument control necessary to layout and construct the work. The Contractor shall provide the instrument control as provided for in Section 50 of the General Provisions. The Contractor's instrument control of the work shall not be measured for separate payment, but will be considered subsidiary to the bid item "Site Preparation".

120-2.10 CLEAN UP. From time to time, the Contractor shall clean up the site in order that the site presents a neat appearance and that the progress of work will not be impeded. One such clean up shall immediately precede final inspection.

Immediately following acceptance of the work by the Owner, the Contractor shall remove all temporary equipment, surplus materials, and debris resulting from his operations, and leave the site in a condition fully acceptable to the Owner.

MEASUREMENT AND PAYMENT

120-3.1 Site preparation will be measured as a lump sum complete item. Work completed and accepted under this item will be paid for at the contract lump sum price bid for "Site Preparation," which price shall be full compensation for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

Periodic payments will be made under this item in proportion to the amount of work accomplished, as determined by the Engineer.

Payment will be made under:

Item SS-120-3.1 Site Preparation - per Lump Sum

A minimum of two (2) partial payments will be made for Site Preparation. Periodic payments will be made in proportion to the amount of work accepted for payment in monthly pay applications, as outlined in the table below.

Monthly Pay Application Total exceeds	*Partial Payment of Site Preparation*
1% of total Contract value	**50% of Site Preparation less retainage, up to 2.5% of total Contract value**
5% of total Contract value	**100% of Site Preparation, less retainage, up to 5% of total Contract value**

Any remaining partial payments for "Site Preparation" will be made less retainage when the work is completed to 95% of the Contract total value.

END OF ITEM SS-120

ITEM SS-220 PAVEMENT EDGE GRADING

DESCRIPTION

220-1.1 This item covers placement and compaction of all materials within the limits of the work required to construct edge grading along the edges of the pavement overlay, or other purposes in accordance with these specifications and in conformity to the dimensions and typical sections shown on the plans.

MATERIALS

220-2.1 TOPSOIL. Topsoil used shall meet the requirements of T-905. Additional topsoil required to complete the project shall be obtained as provided in T-905.

CONSTRUCTION METHODS

220-3.1 GENERAL. Along the edges of new pavement overlay, topsoil shall be placed to provide a 1.5 inch drop-off from the edge of the new pavement surface to ground level (including top of sod, if applicable) and provide grading from the pavement edge to the shoulder as shown in the plans.

If it is necessary to interrupt existing surface drainage, sewers or under-drainage, conduits, utilities, or similar underground structures the Contractor shall be responsible for and shall take all necessary precautions to preserve them or provide temporary services. When such facilities are encountered, the Contractor shall notify the Engineer, who shall arrange for their removal if necessary. The Contractor shall, at his/her own expense, satisfactorily repair or pay the cost of all damage to such facilities or structures which may result from any of the Contractor's operations during the period of the contract.

220-3.2 PREPARATION OF EMBANKMENT AREA. Before beginning any embankment, the areas where the embankment is to be made shall be stripped or disked to a minimum depth of four inches. Topsoil obtained from the stripping operations shall be salvaged and stockpiled for later use.

220-3.3 FORMATION OF EMBANKMENTS. The placed material shall be within +/-2 percent of optimum moisture content before rolling to obtain the prescribed compaction. In order to achieve uniform moisture content throughout the layer, wetting or drying of the material and manipulation shall be required when necessary. Should the material be too wet to permit proper compaction or rolling, all work on all of the affected portions of the embankment shall be delayed until the material has dried to the required moisture content. Sprinkling of dry material to obtain the proper moisture content shall be done with approved equipment that will sufficiently distribute the water. Sufficient equipment to furnish the required water shall be available at all times. The embankment shall be compacted by small roller or other means approved by the engineer. Rolling operations shall be continued until the embankment is compacted to not less than 90 percent of maximum density as determined by ASTM D 1557.

Frozen material shall not be placed in the embankment nor shall embankment be placed upon frozen material.

METHOD OF MEASUREMENT

220-4.1 The quantity of pavement edge grading to be paid for shall be the number of linear feet placed measured along each edge of pavement, but regardless of the transverse width or depth of the grading. There will be no separate measurement for payment of compacted embankment or grading of areas outside those identified in the Plans or without direction of the Engineer.

BASIS OF PAYMENT

220-5.1 For "Pavement Edge Grading" payment shall be made at the contract unit price per linear foot. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item. All costs incidental to placing, compacting, disking, watering, shaping, and other necessary operations for construction of edge grading embankment are to be included in the contract price for pavement edge grading.

Payment will be made under:

Item SS-220-5.1	Pavement Edge Grading – per Linear Foot

END OF ITEM SS-220

ITEM SS-275 SOIL-CEMENT BASE COURSE FINISHING

DESCRIPTION

275-1.1 This item shall consist of inducing minute cracks (micro-cracking) in the treated soil-cement course to minimize reflective cracking of cement treated material on prepared areas in accordance with this specification at the locations shown on the plans or as directed by the Engineer.

CONSTRUCTION METHODS

275-1.2 GENERAL. Micro-cracking operations to include 2 to 4 passes in each direction of a 10 to 12-ton double drum, smooth steel wheel, high amplitude, vibratory roller following 2 to 3 days of moist curing of properly compacted material.The section shall have 100% coverage exclusive of the outside 1 foot of soil-cement base. If paving operations will be delayed, application of a prime coat or additional moist curing with a water truck for the remainder of the 7-day moist cure process shall be accomplished following micro-cracking operations. If a prime coat is to be applied, the contractor shall apply one additional pass with a water truck following micro-cracking operations and prior to the prime coat application allowing additional moisture to permeate the fractured base.

275-1.3 REPAIRING. Payment for reworking unstable or non-uniform areas, removing and replacing materials, addition of stabilizing materials, and all compaction and incidentals necessary to correct all irregularities will not be paid for directly but will be considered subsidiary to the various bid items.

METHOD OF MEASUREMENT

275-4.1 Soil-Cement Base Course Finishing will be measured by the square yard of surface area prepared in accordance with the Plans and Specifications and accepted as approved by the Engineer.

BASIS OF PAYMENT

275-5.1 This item will be paid for on the basis of the contract unit price per square yard for soil-cement base course finishing, which price shall be full compensation for all labor, tools, equipment, compacting, finishing, replacing mixture, disposing of loosened materials, processing, hauling, water, and incidentals necessary to satisfactorily complete the items as specified.

Payment will be made under:

Item SS-275-5.1	Soil-Cement Base Course Finishing - per Square Yard

END OF ITEM SS-275

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ITEM SS-300 BASIC ELECTRICAL REQUIREMENTS

DESCRIPTION

300-1.1 This item shall consist of furnishing and installing complete electrical systems as defined in the plans and in these specifications. The work includes the installation, connection and testing of new electrical systems, equipment and all required appurtenances to construct and demonstrate proper operation of the completed electrical systems.

300-1.2 The Contractor shall maintain current copies of all referenced and applicable advisory circulars and standards on the job site. The Contractor is responsible to make known to the Engineer any conflict between plans and specifications that he observes or of which he is made aware.

300-1.3 This work shall consist of lockout/tagout and constant current regulator calibration procedures at the airport electrical vault in accordance with the design and details shown in the plans and in compliance with these specification documents.

EQUIPMENT AND MATERIALS

300-2.1 STANDARDS.

a. Applicable National Fire Protection Association (NFPA) codes, including but not limited to:
   (1) NFPA 70 - National Electrical Code.
   (2) NFPA 70E - Standard for Electrical Safety in the Workplace.
   (3) NFPA 101 - Life Safety Code.
   (4) Internet Website: http://www.nfpa.org
b. Applicable Code of Federal Regulations (CFR) codes, including but not limited to:
   (1) 29 CFR 1910 - Occupational Safety and Health Standards (OSHA)
   (2) 29 CFR 1926 - Safety and Health Regulations for Construction.
   (3) Internet Website: http://www.gpoaccess.gov/cfr/index.html
c. ANSI/IEEE C2 - National Electrical Safety Code.
d. NECA 1 – Standard for Good Workmanship in Electrical Construction.
e. Applicable Federal, State and Local Electrical Codes.
f. Applicable City Electrical Codes.
g. Applicable City Ordinances pertaining to electrical work.
h. Applicable Federal, State and Local Fire Codes.
i. Applicable Federal, State and Local Energy Codes.
j. Applicable Federal, State and Local Building Codes.
k. Applicable Federal, State and Local - Environmental, Health and Safety Laws and Regulations.

Contractor shall utilize the most current editions of standards, which are current at time of bid and as recognized by the Authority Having Jurisdiction for the respective standard.

300-2.2 GENERAL.

a. Airport lighting equipment and materials covered by Federal Aviation Administration (FAA) specifications shall be certified and listed under Advisory Circular (AC) 150/5345-53, Airport Lighting Equipment Certification Program, current version on the date that the submittals are received by the Engineer.

b. Airport lighting equipment and materials shall also meet the Buy American Preference requirements in 49 USC 50101 and the Aviation Safety and Capacity Expansion Act. The equipment shall be approved and listed on the FAA "Equipment Meeting Buy American Requirements" list located at *www.faa.gov/airports/aip/procurement/federal_contract_provisions/*, current version on the date that the submittals are received by the Engineer, or the Contractor may submit a signed formal letter from the

manufacturer that clearly lists the specific equipment, model number, location where it is manufactured, and statement certifying that the equipment and/or materials meet the Buy American Preference requirements.

c. All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the Engineer. All equipment and materials shall be new and meet applicable manufacturer's standards. All other electrical components and products, not covered under the FAA equipment certification program, shall be tested and listed by an OSHA accepted, nationally recognized testing laboratory (NRTL) to conform to the standards indicated in these contract documents and to the industry standards required in the NEC, NEMA, IEEE, and applicable FAA advisory circulars.

d. Manufacturer's certifications shall not relieve the Contractor of the Contractor's responsibility to provide materials in accordance with these specifications and acceptable to the Engineer. Materials supplied and/or installed that do not materially comply with these specifications shall be removed, when directed by the Engineer and replaced with materials, which do comply with these specifications, at the sole cost of the Contractor.

e. All materials and equipment used to construct this item shall be submitted to the Engineer for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components or electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be boldly and clearly made with arrows or circles (highlighting is not acceptable). Contractor is solely responsible for delays in project accruing directly or indirectly from late submissions or resubmissions of submittals.

f. The data submitted shall be sufficient, in the opinion of the Engineer, to determine compliance with the Contract Documents plans and specifications. The Contractor's submittals shall be neatly bound in a properly sized 3-ring binder, tabbed by specification section. The Engineer reserves the right to reject any and all equipment, materials or procedures, which, in the Engineer's opinion, does not meet the system design and the standards and codes, specified herein.

g. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

(1) All LED light fixtures, with the exception of obstruction lighting, shall be warranted by the manufacturer for a minimum of 4 years after date of installation, final acceptance testing by the Engineer, and Owner's beneficial use of the equipment, inclusive of all electronics.

h. Refer to Special Provisions item C-12 Submittals for electronic or paper submittal requirements for Engineer's review.

i. After approval of submitted equipment, the Contractor shall supply the following Operation and Maintenance Manual documentation to the Owner. Two (2) complete sets of documentation shall be supplied for each model of equipment. The documentation shall be securely bound in heavy-duty 3-ring binders. The information for each piece of equipment shall be indexed using typewritten label tabs. The spine of each binder shall have a typewritten label, which indicates the included equipment types. The documentation shall include:

(1) Approved Submittal and Shop Drawings

(2) Cable Splicer Qualifications, Type and Voltage
(3) State Contractors License with Electrical Classification
(4) Master, Journeyman and Apprentice Electrician Licenses and Certifications
(5) Lockout/Tagout Program
(6) Regulator Load and Calibration Reports for testing, checking and adjusting all regulators in the electrical vault
(7) Megger Test Reports
(8) Ground Rod Test Reports
(9) Installation Manuals
(10) Operation Manuals
(11) Maintenance Manuals
(12) Parts Lists, including recommended spare parts. Recommended spare parts shall be furnished with the respective equipment.

j. After approval of the O&M Manuals, the Contractor shall provide three (3) complete electronic copies of all documentation in Adobe PDF file format on CD-R (non-rewriteable) discs storage media. The electronic files shall contain searchable text and include a hyperlink index for ease in locating information with the PDF file.

k. All requirements herein Item SS-300 shall be applicable to all referenced sections in these contract documents and applicable to all sections which reference Item SS-300.

l. The Contractor is the single source of responsibility for the installation and integration of the airport's lighting, power, and control systems. New airport lighting equipment and materials shall be fully compatible with all other new and existing airport lighting equipment and systems. Any non-compatible components furnished by the Contractor shall be replaced at no additional cost to the Owner with a similar unit that is approved by the Engineer and compatible with the remainder of the airport lighting system.

300-2.3 OPERATION AND MAINTENANCE DATA.

a. Installation manual: Description of function, installation and calibration manuals, normal operating characteristics and limitations, performance curves, engineering data and tests, and complete nomenclature and commercial numbers of all replaceable parts.

b. Operations manual: Manufacturer's printed operating instructions and procedures to include start-up, break-in, routine and normal operating instructions; regulation, control, stopping, shutdown, and emergency instructions; summer and winter operating instructions; and all programming and equipment settings.

c. Maintenance manual: Maintenance procedures for routine preventative maintenance and troubleshooting; disassembly, repair, and reassembly; aligning and adjusting instructions.

d. Service manual: Servicing instructions and lubrication charts and schedules, including the names and telephone numbers of personnel to contact for both routine periodic and warranty service for equipment and materials provided under this Specification.

e. Final approved equipment shop drawings, clearly labeled.

f. Final test reports, clearly labeled.

g. Final certified calibration sheets for all equipment and instruments.

300-2.4 WIRE. Wire in conduit rated up to 5,000 volts shall conform to AC 150/5345-7, Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits for Rubber Insulated Neoprene Covered Wire, or Fed. Spec. J-C-30, Type RHW, for rubber insulated fibrous covered wire. For ratings up to 600 volts,

thermoplastic wire conforming to Fed. Spec. J-C-30, Types TW, THW, and THWN shall be used. The wires shall be of the type, size, number of conductors, and voltage shown in the plans or in the proposal.

Unless otherwise indicated, conductors No. 10 AWG and smaller shall be solid, and conductors No. 8 AWG and larger shall be stranded.

Service, underground feeder, and underground branch circuit wiring shall be minimum Type THHN/THWN-2 unless otherwise noted.

Indoor feeder and indoor branch circuit wiring shall be minimum Type THHN/THWN-2 unless otherwise noted.

Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips that will not damage cables or raceway. Pull ropes and pull wires shall have sufficient tensile strength for the cable(s) to be pulled and installed. Damaged cable or raceway shall be replaced at no additional cost to the Owner.

Install pull wires in empty raceways. Use a polypropylene plastic line with not less than 200 pound tensile strength. Secure and leave at least 12 inches of slack at each end of pull wire to prevent it from slipping back into the conduit. Cap spare raceways with removable tapered plugs, designed for this purpose.

300-2.5 CONDUIT. Rigid steel conduit and fittings shall conform to the requirements of Underwriters Laboratories Standard 6, 514, and 1242.

300-2.6 PLASTIC CONDUIT (for use below grade only). Plastic conduit and fittings-shall conform to the requirements of Fed Spec. W-C-1094 and Underwriters Laboratories Standards UL-651 and shall be one of the following, as shown in the plans:

a. Type I - Schedule 40 PVC suitable for underground use either direct-buried or encased in concrete.

b. Type II - Schedule 40 PVC suitable for either above ground or underground use.

c. Type III - Schedule 80 PVC suitable for either above ground or underground use either direct-buried or encased in conduit.

Plastic conduit adhesive shall be a solvent cement manufactured specifically for the purpose of gluing the specific type of plastic conduit and fitting.

300-2.7 TAPE. Rubber and plastic electrical tapes shall be Scotch Electrical Tape Numbers 23 and 88, respectively, as manufactured by the Minnesota Mining and Manufacturing Company, or an approved equal.

The electrical installation shall conform to the requirements of the latest edition of National Fire Protection Association, NFPA-70, National Electrical Code.

Copies of the National Electrical Code may be obtained from the National Fire Protection Associations, Inc., One Batterymarch Park, Quincy, Massachusetts 02269.

300-2.8 CONCRETE. Concrete shall conform to Item P-610, Structural Portland Cement Concrete, with a minimum 28-day compressive strength of 3500 PSI (unless otherwise noted) using 1-inch (25-mm) maximum size coarse aggregate, as determined by test cylinders made in accordance with ASTM C 31 and tested in accordance with ASTM C 39. Concrete located within one foot of the proposed ground surface shall contain 4 to 6 percent air content.

Mixing Conditions: Concrete shall not be mixed while the air temperature is below 40°F (4°C) without permission of the Engineer. If permission is granted for mixing under such conditions, aggregates or water, or both, shall be heated and the concrete shall be placed at a temperature not less than 50°F

(10°C) nor more than 100°F (38°C). The Contractor shall be held responsible for any defective work, resulting from freezing or injury in any manner during placing and curing, and shall replace such work at his/her expense.

Placing Concrete: All concrete shall be placed during daylight, unless otherwise approved by the Engineer.

Cold Weather Protection: When concrete is placed at temperatures below 40°F (4°C), the Contractor shall provide satisfactory methods and means to protect the mix from injury by freezing. The aggregates, or water, or both, shall be heated in order to place the concrete at temperatures between 50°F and 100°F (10°C and 38°C). After the concrete has been placed, the Contractor shall provide sufficient protection such as cover, canvas, framework, heating apparatus, etc., to enclose and protect the structure and maintain the temperature of the mix at not less than 50°F (10°C) until at least 60% of the designed strength has been attained.

Reinforcing: All reinforcing bars shall conform to ASTM A 615, Grade 60.

CONSTRUCTION METHODS

300-3.1 LOCKOUT/TAGOUT PROGRAM. The Contractor shall provide a complete copy of an electrical energy source Lockout/Tagout Program to the Owner, with copy to the Engineer. The document shall clearly identify the on-site master electricians and their contact information, including office and mobile telephone numbers.

The Lockout/Tagout Program shall comply with Part 1910 – Occupational Safety and Health Standards (OSHA) Subpart S – Electrical, and meet the requirements of 29 CFR 1910.147, The Control of Hazardous Energy (Lockout/Tagout), including requirements listed in 1910.331 through 1910.335.

Implementation of the Lockout/Tagout Program and all other related safety requirements are the sole responsibility of the Contractor.

300-3.2 SAFETY PROGRAM. The Contractor shall implement an electrical safety program that complies with NFPA 70E and 29 CFR 1926.

Implementation of the Electrical Safety Program, determining and providing proper Personal Protective Equipment (PPE), training and enforcing personnel to wear the prescribed PPE, conducting work area safety inspections (including correcting deficiencies), and all other related safety requirements are the sole responsibility of the Contractor.

All work involved in the preparation and implementation of the safety program will not be measured for separate payment, but will be considered subsidiary to the lockout/tagout bid item.

300-3.3 GENERAL. In general, the various electrical equipment and material to be installed by the various trades under this specification shall be run as indicated, as specified herein, as required by particular conditions at the site, and as required to conform to the generally accepted standards so as to complete the work in a neat and satisfactory manner. The following is a general outline concerning the running of various systems and is to be excepted where the drawings or conditions at the buildings necessitate deviating from these standards.

The Contractor shall perform megger testing on each existing regulator circuit prior to any work on the electrical system. This information shall be recorded and documented by the Contractor and submitted to the Engineer. The Contractor shall perform megger tests on each regulator circuit after the acceptance test period. This acceptance test information shall be recorded and documented by the Contractor and submitted to the Engineer. Megger test shall be performed in accordance with the requirements of Item L-108.

The drawings and specifications are complementary; any work required by one, but not by the other, shall be performed as though required by both.

All conduits shall be run exposed in the equipment rooms, or run concealed as indicated.

The construction details of the site are illustrated on the drawings. Each Contractor shall thoroughly acquaint himself with the details before submitting his bid as no allowances will be made because of the Contractor's unfamiliarity with these details.

The electrical plans do not give exact locations, etc., and do not show all the offsets, control lines, junction boxes, and other installation details. Each Contractor shall carefully lay out his work at the site to conform to the job conditions, to conform to details of installation supplied by the manufacturers of the equipment to be installed, and thereby to provide complete operating systems.

The electrical plans show diagrammatically the locations of the various electrical outlets and apparatus and the method of circulating and controlling them. Exact locations of these outlets and apparatus shall be determined by reference to the general plans and to all detail drawings, etc., by measurements at the buildings, and in cooperation with other crafts, and in all cases shall be subject to the approval of the Engineer. The Engineer reserves the right to make any reasonable change in location of any outlet or apparatus before installation, without additional cost to the Owner.

These Specifications and the accompanying Drawings are intended to cover systems which will not interfere with the structure of the buildings, which will fit into the several available spaces, and which will insure complete and satisfactory systems. Each bidder shall be responsible for the proper fitting of his material and apparatus into the buildings.

Should the particular equipment which any bidder proposes to install require other space conditions than those indicated on the Drawings, he shall arrange for such space with the Engineer before submitting his bid. Should changes become necessary on account of failure to comply with this clause, the Contractor shall make such changes at the Contractor's expense.

Should the particular equipment which any bidder proposes to install require other installation methods, such as larger light base junction structures, etc., he shall include all such equipment and appurtenances in his bid. Should changes become necessary on account of failure to coordinate equipment requirements and comply with this clause, the Contractor shall make such changes at the Contractor's expense.

The Contractor shall be responsible to see that each party furnishes electrical equipment which meets the electrical requirements specified herein and that all systems work together to produce the specified operation.

Where two or more units of the same kind or class of equipment are required, these shall be products of a single manufacturer; however, the component parts need not be the products of one manufacturer.

Each Contractor shall submit working scale drawings of all his apparatus and equipment which in any way varies from these Specifications and Plans, which shall be checked by the Engineer and approved before the work is started, and interferences with the structural conditions shall be corrected by the Contractor before the work proceeds.

Electrical equipment, such as switchgear, switchboards, panelboards, load centers and other power supply equipment, shall not be used as a common enclosure, pull box or junction box for routing conductors of different systems, unless the equipment is specifically designed for this purpose and indicated as such on the Plans.

All electrical equipment shall be securely mounted as indicated in the plans, as required by the contract specifications, as required by guidelines and codes, and as required by the manufacturer using hardware compliant with the environmental conditions.

Interior components of electrical enclosures shall be securely mounted using appropriate hardware within the enclosure. Adhesives or adhesive tapes/strips are not allowed and are prohibited.

Electrical components, including but not limited to, relays, circuit boards, electronics, etc, shall be installed within approved enclosures.

The Contractor shall keep ends of conduits, including those extending through roofs, equipment and fixtures covered or closed with caps or plugs to prevent foreign material from entering during construction.

Where portions of raceways are known to be subjected to different temperatures, where condensation is a problem, and where passing from interior to exterior of a building, the portion of raceway or sleeve shall be filled with an approved material to prevent the circulation of air, prevent condensation, and prevent moisture entry. Sealing of raceways shall not occur until after the conductors and cables have been installed, tested and accepted by the Engineer.

The Contractor shall install any temporary lines and connections required to maintain electric services and safely remove and dispose of them when complete.

All temporary wiring shall conform to OSHA standards. Remove temporary services when work is complete. Any damage to electrical equipment caused by the Contractor shall be repaired at no cost to the Owner.

All non-current carrying parts and neutrals shall be grounded as indicated on the Drawings or as required by the Codes.

White and/or gray outer finish conductors may only be used as grounded conductors or neutral conductors in accordance with NEC.

Install insulated green equipment grounding conductors with all feeder and branch circuits.

Provide separate insulated equipment grounding conductors from grounding system to each electrical equipment, telecommunication equipment, other special electrical system equipment, and appurtenance item location in accordance with NFPA 70 and other applicable standard requirements.

The bidder shall inspect the site, thoroughly acquaint himself with conditions to be met and work to be accomplished. Failure to comply with this shall not constitute grounds for any additional payments.

Where electrical equipment is installed that causes electrical noise interference with other systems either existing or installed under this contract, the offending equipment shall be equipped with isolating transformers, filters, reactors, shielding, or any other means as required for the satisfactory suppression of the interferences, as determined by the Engineer.

All junction boxes, expansion joints, flexible connections, instruments and similar items requiring servicing or repairs shall be installed in an accessible location.

All salvage and equipment removed by the work shall remain the property of the Owner. Material removed from the project shall be stored on the project site where and as directed. Debris shall be removed from the job site and disposed of by the Contractor.

The Contractor shall maintain his work area clean and orderly at all times. Debris shall be removed promptly. The electrical system shall be thoroughly cleaned inside and outside of all enclosures to remove all metal shavings or other work debris, dust, concrete splatter, plaster, paint and lint.

The Contractor shall do all excavating and backfilling made necessary by electrical work and shall remove all surplus or supply any earth required to establish the proper finished grade.

The Contractor shall do all cutting and patching made necessary by electrical work, but in no case shall he cut through or into any structural member without written permission of the Engineer.

All steel conduits, supports, channels, fittings, nuts, bolts, etc. shall be galvanized, corrosion-resistant type unless otherwise noted.

An approved anti-seize compound shall be used on all threads to prevent equipment and thread damage.

300-3.4 DUCT AND CONDUIT. Conduits shall be galvanized rigid steel unless otherwise indicated or specified. Refer to one-line diagram conduit notes for specific requirements.

For underground service entrance, feeder and branch circuit raceways, offsets and bends over 30 degrees and elbows in Schedule 40 PVC conduit runs shall be Schedule 80 PVC conduit. Underground service entrance PVC conduits shall be concrete encased unless otherwise noted. Underground PVC conduits shall be concrete encased under driveways, roadways, parking lots and other paved areas.

PVC shall convert to coated galvanized rigid steel conduit prior to its emergence; no PVC shall emerge from the ground or concrete slab or encasement. Use manufactured long sweep coated galvanized rigid steel conduit elbows for stub-up risers. Coated galvanized rigid steel conduit shall transition to non-coated galvanized rigid steel conduit no sooner than 3" above finished grade.

Trenches shall be backfilled and compacted in 6" layers to 90% maximum density for cohesive soils and to 100% maximum density for non-cohesive soils, as determined by ASTM D1557. The in-place field density shall be determined in accordance with ASTM D1556, D2167, or D6938.

Backfilling from two directions will not be allowed. No backfilling will be accomplished without the approval of the Engineer. The Construction Observer will coordinate with the Contractor for advance scheduling of trench inspection.

Install grounding-and-bonding type bushings and bonding jumpers on all service entrance conduits and on all feeder and branch circuit conduits.

Use conduit bushings at each conduit termination. Where No. 4 AWG or larger ungrounded wire is installed, use insulated bushings.

When EMT is allowed, utilize only steel compression fittings. Die-cast and set-screw fittings shall not be used.

Use double lock nuts at each conduit termination. Use weather tight hubs in damp and wet locations. Sealing lock nuts shall not be used.

Grounding continuity to rigid metal conduit shall be accomplished by grounding bushings/adapters with lugs for connection to grounding counterpoise and/or grounding electrode conductor as defined by NEC.

All exposed wiring shall be run in not less than 1/2 inch (12 mm) galvanized rigid steel conduit. All conduits shall be installed to provide for drainage. Conduit shall be attached to wooden structures with galvanized pipe straps and fastened with galvanized wood screws not less than No. 8 nor less than 1-1/4 inches (31 mm) long. There shall be at least two fastenings for each 10-foot (3 m) length.

300-3.5 WIRING. The Contractor shall furnish all labor and materials and shall make complete electrical connections in accordance with the wiring diagram furnished with the project plans. The electrical installation shall conform to the requirements of the latest edition of National Fire Protection Association, NFPA-70, National Electrical Code.

300-3.6 REMOVAL AND RELOCATION OF EXISTING EQUIPMENT. The Contractor shall carefully remove all salvageable equipment as indicated on the Plans. Any equipment which is damaged during the

removal operation shall be subject to a reduction in payment for removal of the equipment. All equipment which is removed during this project shall be transported to a site on the Airfield or removed from the Airfield and properly disposed of as directed by the Owner and the Engineer.

The Contractor shall carefully relocate existing equipment as indicated in the Plans. Any equipment that is damaged during the relocation operation shall be replaced at no additional cost to the Owner.

Any existing electrical equipment, conduit, cables, etc. that is damaged during construction shall be replaced at no additional cost to the Owner to the satisfaction of the Owner and the Engineer.

300-3.7 TESTING.

General Electrical Testing: Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification and certify compliance with test parameters. Tests shall be conducted in the presence of the Engineer and shall be to his/her satisfaction. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest. Electrical equipment will be considered defective if it does not pass tests and inspections. Reports shall include notations of deficiencies, remedial action taken and observations after remedial action.

System and Equipment Testing: All installations shall be fully tested by continuous operation for not less than 24 hours as completed systems prior to acceptance. These tests shall include the functioning of each control not less than 10 times.

Airport lighting equipment and special systems shall be tested in accordance with applicable FAA Advisory Circular requirements and the manufacturer's installation instructions. These tests shall also include those system requirements listed within AC 150/5340-26 Maintenance of Airport Visual Aid Facilities.

Test equipment and instruments utilized by the Contractor shall have been calibrated following the manufacturer's recommended schedule to verify their accuracy prior to performing the testing work. The Contractor shall provide instrument calibration certificates on test equipment when requested by the Engineer. Retesting work due to inaccurate or defective instruments shall be performed by the Contractor to the satisfaction of the Engineer at no additional cost to the Owner.

a. Regulator Calibration:

The Contractor shall calibrate new and existing regulators utilizing the enclosed "Constant Current Regulator Calibration Report". Refer to the material section on constant current regulators for additional requirements.

b. Megger Testing:

The Contractor shall perform megger testing on each existing regulator circuit prior to any work on the electrical system. This information shall be recorded and documented by the Contractor and submitted to the Engineer. The Contractor shall perform megger tests on each regulator circuit after the acceptance test period. This acceptance test information shall be recorded and documented by the Contractor and submitted to the Engineer. Megger test shall be performed in accordance with the requirements of Item L-108.

The Contractor shall submit his initial megger test reports on the enclosed "Insulation-Resistance Test Report" form prior to any work on the electrical system. This report shall be submitted to the Engineer and approved by the Owner prior to Contractor proceeding with his work.

After final acceptance testing has been completed, the Contractor shall complete and submit his final megger test reports to the Engineer and insert copies of the initial and final megger test reports in the Operation and Maintenance Manuals.

Megger testing shall be performed using an insulation tester, such as a Fluke 1587 Insulation Multimeter, or approved equal.

Refer to the minimum guaranteed insulation resistance requirements through the end of the contract warranty period as listed in Item L-108.

For existing circuit insulation resistance requirements, refer to "Existing Circuits" section of Item L-108.

The installations shall be tested in operation as a completed unit prior to acceptance. Tests shall include taking megger and voltage readings in accordance with manufacturer's requirements. Testing equipment shall be furnished by the Contractor. The insulation resistance to ground for 600V rated cables shall be not less than 100 megohms when measured per NETA standards.

c. Ground Rod Impedance Testing:

The enclosed "Ground Rod Impedance Test Report" form shall be used and testing shall be performed in the presence of the Engineer.

As-Built drawings shall indicate the location of all installed ground rods. Each ground rod shall have a unique identifier that corresponds with its submitted ground impedance test report.

Three-pole fall-of-potential testers that can measure the ground resistance of a ground rod using auxiliary electrodes (staked testing), such as a Fluke 1621 Earth Ground Tester, shall be used for testing individual dedicated equipment ground rods at fixtures and equipment, or for testing isolated counterpoise ground rods not yet connected to the counterpoise wire.

Clamp-on testers that can measure the ground resistance of a ground rod without using auxiliary ground rods (stakeless testing), such as a Fluke 1630 Earth Ground Clamp Meter or approved equal, shall be used for testing counterpoise ground rods which have already been connected to the counterpoise wire, or ground ring ground rods which have already been connected to the established ground ring system.

Insulation resistance testers for 5kV series circuits shall utilize the 1000V DC source output for testing. The test equipment shall be submitted for review and approval by the Engineer prior to performing the tests.

Ground impedance test equipment shall be submitted for review and approval by the Engineer prior to performing the tests.

If the ground rod's impedance exceeds 25 ohms, an additional rod shall be driven in a location suitable and approved by the Engineer. However, the additional rod must satisfy the requirements of NEC 250.53 and not be less than 6 feet away from any other ground rod electrode. Additional ground rods shall not be measured for separate payment but shall be considered subsidiary to the counterpoise or respective equipment pay item.

The Contractor shall perform additional tests if required and requested by the Engineer at no additional cost.

The Contractor shall coordinate with the resident Engineer to approve tests daily before proceeding. The Contractor shall fill out a separate test report for each date. Test reports shall be submitted weekly to the Engineer.

d. Cable Pulling Tension Values Log:

The enclosed "Cable Pulling Tension Values Log" form shall be used for monitoring cable pull tension values in the presence of the Engineer. Refer to Item L-108 for additional requirements.

300-3.8 INSPECTION FEES AND PERMITS. Obtain and pay for all necessary permits and inspection fees required for electrical installation.

300-3.9 WORK SUPERVISION. The electrical contractor (whether the general contractor or a subcontractor) shall be a licensed contractor in the state of Texas having an electrical classification suitable for performing the work required in these contract documents.

The Contractor shall designate in writing the qualified electrical supervisor who shall provide supervision to all electrical work on this project. The minimum qualifications for the electrical supervisor shall be a master electrician as defined by Texas Electrical Safety and Licensing Advisory Board. The supervisor or his appointed alternate possessing at least a journeyman electrician license shall be on site whenever electrical work is being performed. The qualifications of the electrical supervisor shall be subject to approval of the Owner and the Engineer.

All master and journeyman electricians shall be licensed in accordance with Texas Board Requirements. The website located at http://www.license.state.tx.us publishes the text of this statutory requirement. No unlicensed electrical workers shall perform electrical work on this project. Apprentice electricians in a ratio of not more than one apprentice per journeyman electrician will be allowed if the apprentices are licensed and actively participating in an apprenticeship program recognized and approved by the Texas Electrical Safety and Licensing Advisory Board.

Refer to specification section L-108-2.5 "Splicer Qualifications" for additional requirements.

300-3.10 TRAINING. The training classes shall be coordinated with the Owner and Engineer in advance of the final acceptance testing. Comprehensive operational and maintenance training materials shall be provided by the equipment manufacturer and the Contractor (see section 2.3 OPERATION AND MAINTENANCE DATA).

a. Operations and Maintenance
   (1) Provide a minimum of one (1) four hour class.
   (2) Class size shall be a maximum of 5 people.
   (3) The location of the class shall be coordinated with Jack Brooks Regional maintenance personnel.
   (4) Equipment
      i. L-862 high intensity runway edge lights.
      ii. L-858 airfield guidance signs.
      iii. Series circuit surge arrestors.
   (5) Provide all airfield lighting equipment O&M manuals.
   (6) Review all troubleshooting specifics for each unique item of equipment.

b. Preventive Maintenance Program Recommendations
   (1) Provide complete equipment list.
   (2) List and discuss all potential failure scenarios.
   (3) Provide technical assistance points of contact and phone numbers to the Airport operations and maintenance staff.

Schedule the training with the Owner at least 10 days in advance and notify the Engineer.

Provide hands-on demonstrations and training of equipment components and functions, including adjusting, operating and maintaining the lighting equipment and systems. Coordinate the training schedule with the Owner in advance, so that the Owner may record the training if desired. Provide 4-hours training for the operational and maintenance personnel.

METHOD OF MEASUREMENT

300-4.1 The quantity of lockout/tagout and constant current regulator calibration procedures to be paid for shall consist of all lockout/tagout procedure work and all constant current regulator calibration work completed in place, accepted and ready for operation. This item does not include measurement for constant current regulator equipment.

BASIS OF PAYMENT

300-5.1 Payment will be made at the contract lump sum price for each completed and accepted lockout/tagout and constant current regulator calibration procedures. This price shall be full compensation for furnishing all materials and for all preparation, testing, labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item SS-300-5.1	Lockout/Tagout and Constant Current Regulator Calibration Procedures – per Lump Sum

MATERIAL REQUIREMENTS

CFR 1910	Occupational Safety and Health Regulations
CFR 1926	Safety and Health Regulations for Construction
ANSI/IEEE C2	National Electrical Safety Code
NFPA-70	National Electrical Code (NEC)
NFPA-70E	Standard for Electrical Safety in the Workplace
NFPA-101	Life Safety Code
29 CFR 1910	Occupational Safety and Health Standards (OSHA)
29 CFR 1926	Safety and Health Regulations for Construction

END OF ITEM SS-300

CONSTANT CURRENT REGULATOR CALIBRATION REPORT

Standard Requirements: FAA AC 150/5340-26 (latest edition) Maintenance of Airport Visual Aid Facilities

Owner / Sponsor: _____ Engineer: Garver, LLC

Airport: _____ Contractor: _____

Project Title: _____ Garver Project Number: _____

Vault ID / Location: _____ Date: _____

Weather / Site Conditions: _____ Last Two Weeks of Rain: _____ inches

Constant Current Regulator #: _____ Serves: _____

	Completed	Comments
1. Check all control equipment for proper operation.	☐	_____
2. Perform short-circuit test. Record results and recalibrate if necessary.	☐	_____
3. Perform open-circuit test on regulators with open circuit protection. Open circuit protective device should de-energize the regulator. Record results.	☐	_____
4. Check and record regulator input voltage and current.	☐	_____
Input Voltage: _____ Input Current: _____		
5. Check and record regulator output load. (ONLY if regulator has monitoring package)	☐	_____
Volt-Amperes: _____		
6. Check and record output current on each brightness step. If output current is outside of the allowable range, adjust the regulator's on-board potentiometer to re-calibrate the output current within the allowable range. Re-record the new output current on this form.	☐	_____

3-Step CCR			5-Step CCR				
B10: _____	B30: _____	B100: _____	1: _____	2: _____	3: _____	4: _____	5: _____
Nominal: 4.8A	5.5A	6.6A	2.8A	3.4A	4.1A	5.2A	6.6A

Tested By: _____ (Signature and Date)

Test Equipment: _____ (Manufacturer and Model No.)

Engineer Witness: _____ (Signature and Date)

Owner / Sponsor Witness: _____ (Signature and Date)

INSULATION RESISTANCE TEST REPORT

Owner / Sponsor: _____ Engineer: Garver, LLC

Airport: _____ Contractor: _____

Project Title: _____ Garver Project Number: _____

Vault ID / Location: _____ Date Initial / Final Tests: _____

Weather / Site Conditions (Initial Test): _____ Last Two Weeks of Rain: _____ inches

Weather / Site Conditions (Final Test): _____ Last Two Weeks of Rain: _____ inches

		Initial Test Results		Final Test Results	
	Circuit Designation and Color Code	Regulator Size (kW)	Megger Reading Before Field Work (Megohms)	Regulator Size (kW)	Megger Reading After Field Work (Megohms)
1					
2					
3					
4					
5					
6					
Tested By:					
Test Equipment:					
Engineer Witness:					
Owner/Sponsor Witness:					

Provide signature/date and manufacturer/model no. as required in the fields above.

Initial Test Record – Owner Disposition

Owner / Sponsor: _____ (Signature and Date)

Check one only: ☐ Proceed with Installation ☐ Hold

GROUND ROD IMPEDANCE TEST REPORT

Owner / Sponsor: _____ Engineer: Garver, LLC

Airport: _____ Contractor: _____

Project Title: _____ Garver Project Number: _____

Date: _____ Weather / Site Conditions: _____

Fall-of-Potential Style Tester (F):
Manufacturer: _____ Model #: _____

Clamp-On Style Tester (C):
Manufacturer: _____ Model #: _____

Ground Rod #	Test Equipment Style (F or C)	Impedance Value (Ohms)	Ground Rod #	Test Equipment Style (F or C)	Impedance Value (Ohms)

Tested By:	
Engineer Witness:	

Provide signature/date in the fields above.

Page _____ of _____

CABLE PULLING TENSION VALUES LOG

Owner / Sponsor: _____

Engineer: Garver, LLC

Airport: _____

Contractor: _____

Project Title: _____

Garver Project Number: _____

Date: _____

Weather / Site Conditions: _____

Dynamometer Manufacturer/Model #: _____

Cable / Wire Manufacturer: _____

From / To Locations	Wire/Cable Size	Length of Pull	Pull Method	Maximum Value	Measured Value
Tested By:					
Engineer Witness:					

Provide signature/date in the fields above.

Page _____ of _____

ITEM SS-305 DIRECTIONAL BORING

DESCRIPTION

305-1.1 This item shall consist of furnishing and installing conduits via directional boring methods, in accordance with this specification, the referenced specifications and drawings, and applicable advisory circulars. The borings shall be installed at the locations and in accordance with the dimensions, design and details shown on the plans. It shall also include all trenching, backfilling, mandreling installation of drag wires and duct markers, capping, and the testing of the installation as a completed duct system ready for installation of conduit and/or cables, to the satisfaction of the Engineer.

EQUIPMENT AND MATERIALS

305-2.1 GENERAL. Airport lighting equipment and materials shall meet the requirements outlined in Item SS-300.

All equipment and materials covered by these specifications shall be new and meet applicable manufacturer's standards.

Polyethylene conduits shall conform to SDR 11 type.

The Contractor shall submit a statement of qualifications including previous similar jobs experience in directional boring for the last three (3) years. Previous job description work shall include length, pipe type, pipe size(s) and soil type,

The Contractor shall submit complete shop drawings outlining his directional boring method (including drilling fluids, additives and mixtures), drill rod, bore size, materials, equipment and safety requirements to be utilized on this specific project, for review and approval by the Engineer.

All materials shall be inspected at the job site for damage. Defective materials shall be removed from the job site and replaced with new materials prior to the work.

CONSTRUCTION METHODS

305-3.1 GENERAL. Boring shall be done by pilot hole method using fluid as a lubricant only and shall not undermine the surrounding ground. Jetting will not be permitted. The Contractor shall use a guidance system to assure knowledge of the bore location while making the bore. The Contractor will not be paid for unusable sections.

Locate and clearly mark all utilities prior to start of excavation or drilling. The Contractor will be responsible for damage to pavements, utilities, or other structures caused by his activity. The Contractor shall repair, at his own expense, any damaged pavement, utility, or other structure as directed by the Engineer or the owner of the utility or structure. The Contractor shall not excavate to find a bored casing without specific approval and definitions of limits. No payments will be made for excavation and repair except as shown on drawings.

The Contractor shall inspect the locations where the encasement structures are to be installed and familiarize himself with the conditions under which the work will be performed and with all necessary details for orderly prosecution of the work. The omission of any details in the Plans and herein for the satisfactory installation of the easement in its entirety shall not relieve the Contractor of full responsibility for the installation.

Directional bores shall be a minimum 48" below the existing base. For this project, the existing pavement shall be considered 12" in depth and the existing base shall be considered 12" in depth. Therefore, the overall depth shall be a minimum 6'-0" below the surface of the pavement. The Contractor shall utilize a beacon or other depth reading instrument to verify the depth below the runway or taxiway.

The bore size shall be the minimum size for the work required. Upsizing the bore will not be allowed.

The Contractor shall utilize a walkover guidance and tracking system to assure the orientation and depth of the bore path. Depth and orientation confirmation shall occur at a minimum of every five feet of lateral distance covered.

The Contractor shall perform all excavation required to complete the work regardless of the material encountered. Excavation from the access shafts (bore pits) in excess of the required to backfill the access shafts and open ditch portion of the line shall be disposed of by the Contractor off of Airport Property.

Pits and trenches shall be constructed and maintained in accordance with the current edition of the OSHA Standard for Excavating and Trench Safety Systems. Restore ground to original conditions after work completion including seeding and topsoiling.

The access shafts (bore pits) for encasement installation shall be rectangular in plan view with the longest dimension being constructed with the direction of the pipe. The access shafts shall be constructed at a location shown on the plans.

Use a high quality drilling fluid to ensure hole stability, cuttings transport, bit and electronics cooling, and hole lubrication to reduce drag on the drill pipe and the product pipe. Use only fluid with a composition which complies with all federal, state and local environmental regulations. Mix the drilling fluid with potable water (of proper pH) to ensure no contamination is introduced into the soil during the drilling, reaming, or pipe installation process. The Contractor is responsible for any required pH adjustments.

Disposal of the drilling fluids is the responsibility of the Contractor. Conduct disposal in accordance with all relative environmental regulations and permit requirements. No excess drilling fluids shall remain in the bore access pit or receiving pit. Immediately clean up any drilling fluid spills or overflows from these pits. All excess drilling fluids and mud shall be disposed of off Airport Property on a daily basis. Bore pits and trenches shall be backfilled and compacted in 6" layers to 90% maximum density for cohesive soils and to 100% maximum density for non-cohesive soils, as determined by ASTM D1557. The in-place field density shall be determined in accordance with ASTM D1556, D2167, or D6938.

Assemble the entire pipe to be installed via directional boring prior to starting pull back operations. Support the pipe to enable it to move freely and prevent damage. Install the pipe in one continuous pull. Maximum allowable tensile force imposed on the pull section is not to exceed 90 percent of the pipe manufacturer's safe pull strength. If multiple pipe sizes or materials, the lowest safe strength shall govern. Damaged pipes shall be replaced at no additional cost to the Owner.

Extend and connect pipes to junction structures as indicated. When pipe is used as a sleeve, install interior conduits as indicated and terminate the conduits with end bells as shown in the plans or as required.

Upon completion of the work, immediately remove all debris from the job site and restore the areas to original condition acceptable to the Engineer.

The Contractor shall record and document drilling logs that provide drill bit locations, both horizontally and vertically. These records shall be submitted to the Engineer and included in the O&M manual for the project.

All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

METHOD OF MEASUREMENT

305-4.1 The quantity of directional boring to be paid for under this item shall be the number of linear feet of conduit and directional boring installed with backfill, compaction, turf restoration, and appurtenances, measured in place, completed and accepted to the satisfaction of the Engineer.

BASIS OF PAYMENT

305-5.1 Payment will be made at the contract unit price per linear foot for directional borings completed and accepted. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

Item SS-305-5.1	Directional Boring, 1-Way 2"C Polyethylene Conduit – per Linear Foot
Item SS-305-5.2	Directional Boring, 2-Way 2"C Polyethylene Conduits – per Linear Foot
Item SS-305-5.3	Directional Boring, 4-Way 2"C Polyethylene Conduits – per Linear Foot

END OF ITEM SS-305

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ITEM SS-310 AIRPORT LIGHTING SYSTEMS

DESCRIPTION

310-1.1 This item shall consist of furnishing and installing airport runway and taxiway pavement edge lighting systems, and guidance signs; and removing existing runway and taxiway edge lights, and guidance signs, in accordance with this specification, the referenced specifications and drawings, and applicable advisory circulars. The system shall be installed at the locations and in accordance with the dimensions, design and details shown on the plans. This work shall include the furnishing of all equipment, materials, services and incidentals necessary to place it in operating condition as a completed unit to the satisfaction of the Engineer.

310-1.2 Additional details pertaining to the lighting system covered in this item are contained in the advisory circular, AC 150/5340-30, Design and Installation Details for Airport Visual Aids. Additional details pertaining to the REIL system covered in this item are contained in the advisory circular, AC 150/5345-51, Specification for Discharge-Type Flasher Equipment. The Contractor shall maintain current copies of all referenced and applicable advisory circulars on the job site. The Contractor is responsible to make known to the Engineer any conflict between plans and specifications that he observes or of which he is made aware.

310-1.3 This item shall consist of furnishing and installing Runway End Identification Lights (REIL) in accordance with these specifications. This work shall include the mounting, leveling, wiring, and testing of the lighting equipment and all materials and incidentals necessary to place it in operating condition as a completed unit to the satisfaction of the Engineer. This item shall include mounting accessories, controls, relays, circuit breakers, transformers, inter-unit wiring, disconnect switches and concrete pads specified in the plans.

EQUIPMENT AND MATERIALS

310-2.1 GENERAL.

a. Airport lighting equipment and materials shall meet the requirements outlined in Item SS-300.

b. For pre-cast or prefabricated concrete encased light base installations, the Contractor shall submit and coordinate the construction of the proposed pre-cast units with the Engineer onsite to review and approve the construction process. The Contractor shall submit his proposed installation process for review and approval by the Engineer. The Contractor shall provide additional items and work if required and requested by the Engineer for the construction and installation of the pre-cast units at no additional cost to the Owner.

310-2.2 LIGHT FIXTURES. Airfield lights shall be supplied with all features and accessories including isolation transformers, light bases, base covers, safety ground rods, concrete pads and incidentals required for a complete installation as defined in these Specifications and as shown on the plans.

a. High Intensity Runway Lights (HIRL):

(1) Runway edge elevated lights shall be L-862, 115 Watt/6.6A lamp, Omnidirectional lens or Bidirectional lens as shown on Plans and as approved.
(2) Runway threshold and end elevated lights shall be L-862E, 175 Watt/6.6A lamp, Bidirectional lens as shown on Plans and as approved.
(3) Runway edge inpavement lights shall be L-850C, Class 2, Style 3, two 105 Watt/6.6A lamps with single connector kit to single 200W isolation transformer,

mounted on a 12" diameter L-868B light base, Bidirectional lens as shown on Plans and as approved.

310-2.3 LAMPS. Lamps for elevated edge lights shall be 6.6A Quartz and/or LED type as specified.

310-2.4 SPARE EQUIPMENT INCLUDING LAMPS, FIXTURES, AND SPARE SIGN REPLACEMENT COMPONENTS. Provide 10 percent spare lamps of each type installed for lights and signs, minimum quantity of 6 required. Spare lamps shall not be measured for separate payment but shall be considered subsidiary to the light fixture and guidance sign pay items.

Provide 10 percent spare fixtures of each type installed for lights. Provide 10 percent spare sign replacement components of each type installed for signs. Spare fixtures and spare sign replacement components shall not be measured for separate payment but shall be considered subsidiary to the respective light fixture or sign pay items.

a. A spare elevated LED fixture unit shall be one complete, ready-to-install fixture, including the coupling, column, head housing assembly, cordset, LED power supply assembly, LED assembly, and lens assembly.

b. A spare elevated quartz fixture unit shall be one complete, ready-to-install fixture, including the coupling, column, head housing assembly, cordset, lamp assembly, and lens assembly.

c. A spare inpavement LED fixture unit shall be one complete, ready-to-install fixture, including the top cover assembly, bottom pan assembly, cordset, LED power supply assembly, and LED assembly.

d. A spare sign replacement component unit shall include the LED light tube assembly and LED power supply assembly.

The spare lamps, spare fixtures and spare sign replacement components shall be delivered and stored as directed by the Owner, with transmittal receipt signed by Owner's representative. A signed copy shall be forwarded to the Engineer with an additional signed copy placed in the O&M manuals.

310-2.5 GUIDANCE SIGNS. Guidance signs shall be L-858, meeting the criteria set forth in AC 150/5345-44, Specification for Taxiway and Runway Signs, and suitable for base mounting. Each unit shall be furnished with the required panels, mounting assemblies, frangible couplings, transformer, intensity control, identification tag, metal tethers, fasteners and safety ground rods.

Style 2 and Style 3 signs shall meet the luminance requirements in AC 150/5345-44 throughout the current ranges of the associated series circuit.

Guidance signs shall utilize LED lighting technology that results in a low VA load and high power factor. Guidance signs shall have an integral on/off switch for airport maintenance use while changing lamps.

Signs shall be furnished with permanent type nameplates that are both weather and sunlight resistant. Nameplates which are completed with ink markers or similar methods will not be accepted.

The complete sign installation shall be designed to withstand a 200-mph wind load.

Guidance signs shall be constructed using a technology having a proven record of performance for a period of at least five years.

Guidance signs shall be Style 3 (5-step circuit), Class 1 (operation range from -4 degrees F to 131 degrees F), Mode 2 (withstand wind loads of 200 mph).

Runway Distance Remaining (RDR) signs shall be Size 5 (25" legend), Style 3 (5-step circuit), Class 1 (operation range from -4 degrees F to 131 degrees F), Mode 2 (withstand wind loads of 200 mph).

310-2.6 ISOLATION TRANSFORMERS. New isolation transformers shall be Type L-830 and have a wattage rating suitable for the wattage of the fixture and sign lamps. The transformer shall be listed in FAA Circular AC 150/5345-47.

Provide 10 percent spare isolation transformers of each type installed for lights, signs and other equipment. Spare transformers shall not be measured for separate payment but shall be considered subsidiary to the respective light fixture or sign pay items.

310-2.7 FIELD LIGHTNING ARRESTOR. New series circuit field lightning arrestors shall be installed on the airfield series circuits to reduce the risk of lightning damage to the circuits, including cables, isolation transformers and field/vault lighting equipment. The arrestor assembly shall consist of a NEMA 6P rated metal enclosure, using MOV components, rated for 5,000 volts continuous operating voltage with 25,000 A peak surge current, having a minimum 2 giga-ohm insulation resistance, with L-823 connectors, The arrestors shall be designed specifically for protecting 5 kV airfield series circuits and shall be manufactured by ADB, Astronics or Liberty Airport Systems.

Provide 10 percent spare lightning arrestor units, minimum quantity of 2. Spare arrestors shall not be measured for separate payment but shall be considered subsidiary to the respective arrestor pay items.

CONSTRUCTION METHODS

310-3.1 GENERAL. The installation and testing details for the lighting system shall be as specified in the applicable advisory circulars.

310-3.2 PLACING THE EQUIPMENT. Equipment shall be mounted on concrete pads as shown in the plans. Secure the equipment and make all final connections.

310-3.3 MOUNTING AND LEVELING. The concrete support to which the equipment is fastened shall be accurately leveled before mounting the equipment. Light fixtures shall be properly aimed, as recommended by the manufacturer of the supplied equipment. This adjustment shall be accomplished using factory-approved aiming devices and techniques. The Contractor is responsible for all surveying and measurement which is required to accurately position and aim these devices.

310-3.4 PLACING LIGHTS. All equipment shall be installed at locations indicated in the plans. Lights shall be laid out by locating the two control points by station as indicated on the plans and measuring the indicated individual separation distances. Light bases shall be located within 1 inch +/- longitudinally and 0.5 inches +/- transversely of the location indicated unless deviation is approved by the Engineer. The Contractor is responsible for all surveying and measurement which is required to accurately position and aim the light fixtures. Excavation for installation of light bases shall be backfilled with at least 4 inches of granular leveling course, as approved by the Engineer. Fixture height shall be as indicated on the Drawings.

For pre-cast or prefabricated concrete encased light base installations, a leveling course of sand shall be placed in the bottom of the excavated hole, sufficient for accurately installing, leveling and placing the lights in accordance with the requirements in this specification and AC 150/5340-30.

310-3.5 PLACING SIGNS. All signs shall be installed at the approximate location indicated in the plans. The specific requirements for sign location are specified in AC 150/5340-18, Standards for Airport Sign Systems. Specific requirements of this AC are also shown on the Plans. Signs shall be located within 1 inch +/- longitudinally or 0.5 inches +/- transversely of the required location unless deviation is approved by the Engineer. The locations for the signs shall be staked by the Contractor and approved by the Engineer before installation begins.

Provide single module signs with one tether. Provide multiple module signs with a tether at both ends.

310-3.6 PLACING FIELD LIGHTNING ARRESTORS. All field lighting arrestors shall be installed at locations indicated in the plans, typically about every 2,000 feet around the series circuit. The arrestors shall be installed in base cans or handholes as noted on the plans. Provide a minimum #4 AWG copper ground wire to connect the arrestor ground lug to dedicated ground rod outside the base can or handhole on the pavement side of the equipment. This ground rod shall be connected to the counterpoise system using exothermic welds only.

310-3.7 TRANSFORMER INSTALLATION. The primary cable connections shall be made with L-823 connectors as described in Item L-108 and have 3 feet of slack cable. The secondary leads connected to the lamp leads by means of a disconnecting plug and receptacle provided with the unit, and this joint shall not be taped. The secondary joint shall be fastened with a holding ring provided for this purpose.

310-3.8 UNIT ASSEMBLY. All electrical equipment, including edge lights, guidance signs and other visual aid units shall be assembled in accordance with the manufacturer's installation procedures. Anti-seize compound shall be used on all threads.

Coordinate recommended torque values with the light fixture manufacturer, light base can manufacturer, stainless steel bolts and hardware used, and exact anti-seize compound used, in order to prevent light base thread damage. Utilize a dial-type torque wrench for accuracy and to prevent over-tightening bolts.

310-3.9 IDENTIFICATION NUMBERS. An identifying number shall be assigned to each light and sign in accordance with the plans or as approved by the Engineer and Owner. This number shall be imprinted with reflective black with 1/2" letters on a non-corrosive metal disc 2" minimum diameter and attached to the pavement side of the fixture with a metal screw.

310-3.10 REMOVAL OF LIGHT FIXTURES AND EQUIPMENT. Light fixtures and other equipment which are to be removed shall be carefully excavated. All concrete bases and concrete anchors shall be removed by the Contractor. The removed lights, guidance signs, isolation transformers and wiring harnesses shall then be given to the Owner, or properly disposed of if so directed by the Owner. The ground in the area of the removed lighting equipment shall be backfilled and properly compacted. Light fixtures and equipment which are to be relocated shall be stored on site and reinstalled with new lamps, new transformers, and all other new required accessories as indicated in the plans.

310-3.11 REMOVAL OF EXISTING EQUIPMENT. The Contractor shall carefully remove all salvageable equipment as indicated in the plans. Any equipment that is damaged during the removal and/or relocation operation shall be subject to a reduction in payment for removal and/or relocation of the equipment. All equipment that is removed during this project shall be transported to a site on the Airfield or removed from the Airfield and properly disposed of as directed by the Owner and the Engineer.

310-3.12 TEMPORARY AIRFIELD LIGHTING. Existing lighting circuits shall remain operational by use of temporary circuits for the duration of the project. This item shall include all work to maintain the existing lighting during construction to allow all taxiways and runways in operation to remain lighted for their full length, including that portion through the construction area, as indicated in the sequence of construction and as directed by the Engineer.

310-3.13 TESTING. The installation shall be tested in operation as a completed unit prior to acceptance. Tests shall include taking megger and voltage readings as outlined in Item SS-300 and Item L-108. Testing equipment shall be furnished by the Contractor. Refer to Item L-108 for additional test requirements.

Tests shall be conducted in the presence of the Engineer and shall be to his/her satisfaction.

All installations shall be fully tested by continuous operation for not less than 24 hours as completed systems

prior to acceptance. These tests shall include the functioning of each control not less than 10 times.

Equipment and materials covered by FAA Advisory Circulars are referred to by item numbers and approved equipment is listed within the AC 150/5345-53 Airport Lighting Equipment Certification Program's monthly Addendum, which contains a complete and updated listing of the certified equipment and manufacturers, and is listed in the FAA Buy American Preference equipment list, which is also updated monthly. The Contractor shall provide and install new certified equipment that works reliably and efficiently with the existing equipment to remain in service. The Contractor shall provide any additional accessories and/or appurtenances required to provide fully functional electrical systems to the satisfaction of the Owner and Engineer, at no additional cost to the Owner.

The Contractor shall ascertain that all lighting system components furnished (including FAA certified and approved equipment) are compatible in all respects with each other and the remainder of the new and existing systems. Any non-compatible components furnished by the Contractor shall be replaced at no additional cost to the Owner with a similar unit that is approved by the Engineer and compatible with the remainder of the airport lighting system.

METHOD OF MEASUREMENT

310-4.1 The quantity of existing lights or guidance signs, removed, to be measured under this item shall be the number of each complete unit removed, and accepted by the Engineer.

310-4.2 The quantity of lights, complete with isolation transformers, bases or stakes, connectors, safety grounds rods, and appurtenances, to be measured under this item shall be the number of each installed, as completed units in place, ready for operation, and accepted by the Engineer. See section on Spare Equipment for Information on spare fixture requirements.

310-4.3 The quantity of guidance signs of each type to be measured for under this item shall be the number of signs installed, complete with isolation transformers, bases, safety ground rods, tether and all other required appurtenances, as completed units in place, ready for operation, and accepted by the Engineer. See section on Spare Equipment for information on spare sign component requirements.

310-4.4 The quantity of field lightning arrestors, complete with arrestor, connectors, equipment safety ground rod, lightning arrestor ground rod, conductors, and all other required appurtenances, to be measured under this item shall be the number of each type installed, as completed units in place, ready for operation, and accepted by the Engineer.

310-4.5 The temporary airfield lighting shall be measured as a lump sum complete item, including all work complete and in place and ready for operation, and the installation, protection, and removal of all temporary cable, lighting, and associated items as indicated in the Drawings or as directed by the Engineer.

BASIS OF PAYMENT

310-5.1 Payment will be made at the contract unit price for each complete item, measured as provided above, and accepted by the Engineer. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

310-5.2 Payment will be made at the contract lump sum price for each lump sum complete item, measured as provided above, and accepted by the Engineer. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

Item SS-310-5.1	Existing Base Mounted Edge Light, Removed -- per Each
Item SS-310-5.2	Existing Base Mounted Inpavement Edge Light, Removed – per Each
Item SS-310-5.3	Existing Base Mounted Inpavement Edge Light, Removed, Base to Remain – per Each
Item SS-310-5.4	Existing Base Mounted Guidance Sign, Removed -- per Each
Item SS-310-5.5	Existing Base Mounted Guidance Sign, Removed, Base to Remain – per Each
Item SS-310-5.6	Existing Abandoned Sign Base, Removed – per Each
Item SS-310-5.7	L-850C Low Profile Base Mounted Inpavement Runway Edge Light, Installed – per Each
Item SS-310-5.8	L-850C Low Profile Base Mounted Inpavement Runway Edge Light, Installed on Existing Base – per Each
Item SS-310-5.9	L-858(L) Base Mounted, LED 1-Module Guidance Sign, Installed -- per Each
Item SS-310-5.10	L-858(L) Base Mounted, LED 2-Module Guidance Sign, Installed -- per Each
Item SS-310-5.11	L-858(L) Base Mounted, LED 3-Module Guidance Sign, Installed -- per Each
Item SS-310-5.12	L-858(L) Base Mounted, LED 3-Module Guidance Sign, Installed Within Existing Paved Shoulder -- per Each
Item SS-310-5.13	L-858(L) Base Mounted, LED 1-Module Runway Distance Remaining Sign, Installed --per Each
Item SS-310-5.14	Vehicle Sign Assembly – per Lump Sum
Item SS-310-5.15	L-862 Base Mounted Runway Edge Light, Installed – per Each
Item SS-310-5.16	L-862E Base Mounted Runway Threshold/End Light, Installed -- per Each
Item SS-310-5.17	Field Lightning Arrestor, Installed – per Each
Item SS-310-5.18	Temporary Airfield Lighting -- per Lump Sum
Item SS-310-5.19	Existing REIL Reconnection -- per Lump Sum

MATERIAL REQUIREMENTS

Fed.Spec.J-C-30	Cable and Wire, Electrical (Power, Fixed Installation)
Fed. Spec. W-C-1094	Conduit and Conduit Fittings; Plastic, Rigid
Fed. Spec. W-P-115	Panel, Power Distribution
Fed. Std. 595	Colors
AC 150/5340-18	Standards for Airport Sign Systems
AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-3	Specification for L-821 Panels for Control of Airport Lighting
AC 150/5345-7	Specification for L-824 for Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-26	Specification for L-823 Plug and Receptacle, Cable Connectors
AC 150/5345-28	Standard for Precision Approach Path Indicator (PAPI) Systems
AC 150/5345-39	Specification for L-853 Runway and Taxiway Retroreflective Markers
AC 150/5345-42	Specification for Airport Light Base and Transformer Housings, Junction Boxes, and Accessories
AC 150/5345-44	Specification for Taxiway and Runway Signs
AC 150/5345-46	Specification for Runway and Taxiway Light Fixtures
AC 150/5345-47	Isolation Transformers for Airport Lighting Systems
AC 150/5346-49	Specification L-854, Radio Control Equipment
AC 150/5345-51	Specification for Discharge-Type Flashing Light Equipment
AC 150/5345-53	Airport Lighting Equipment Certification Program
Underwriters Laboratories Standard 6	Rigid Metal Conduit
Underwriters Laboratories Standard 514	Fittings for Conduit and Outlet Boxes
Underwriters Laboratories Standard 1242	Intermediate Metal Conduit

Underwriters Laboratories Laboratories Standard 651	Schedule 40 and 80 Rigid PVC Conduit (for Direct Burial)
NFPA-70	National Electrical Code (NEC)

END OF ITEM SS-310

ITEM L-108 UNDERGROUND POWER CABLE FOR AIRPORTS

DESCRIPTION

108-1.1 This item shall consist of furnishing and installing power cables that are direct buried and furnishing and/or installing power cables within conduit or duct banks per these specifications at the locations shown on the plans. It includes excavation and backfill of trench for direct-buried cables only. Also included are the installation of counterpoise wires, ground wires, ground rods and connections, cable splicing, cable marking, cable testing, and all incidentals necessary to place the cable in operating condition as a completed unit to the satisfaction of the Engineer. This item shall not include the installation of duct banks or conduit, trenching and backfilling for duct banks or conduit, or furnishing or installation of cable for FAA owned/operated facilities. Requirements and payment for trenching and backfilling for the installation of underground conduit and duct banks is in Item L-110, Airport Underground Electrical Duct Banks and Conduits.

EQUIPMENT AND MATERIALS

108-2.1 GENERAL.

a. Airport lighting equipment and materials covered by advisory circulars (AC) shall be approved under the Airport Lighting Equipment Certification Program per AC 150/5345-53, current version.

b. All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification, when requested by the Engineer.

c. Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications. Materials supplied and/or installed that do not comply with these specifications shall be removed (when directed by the Engineer) and replaced with materials that comply with these specifications at the Contractor's cost.

d. All materials and equipment used to construct this item shall be submitted to the Engineer for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete any non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment to which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in the project that may accrue directly or indirectly from late submissions or resubmissions of submittals.

e. The data submitted shall be sufficient, in the opinion of the Engineer, to determine compliance with the plans and specifications. The Contractor's submittals shall be neatly bound in a properly sized 3-ring binder, tabbed by specification section. The Engineer reserves the right to reject any and all equipment, materials, or procedures that do not meet the system design and the standards and codes, specified in this document.

f. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for at least twelve (12) months from the date of final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner. The Contractor shall be responsible to maintain a minimum insulation resistance per AC 150/5340-26B, Maintenance Airport Visual aid Facilities, Table 5-

1 and paragraph 5.1.3.1, with isolation transformers connected in new circuits and new segments of existing circuits through the end of the contract warranty period.

g. *Airport lighting equipment and materials shall meet the requirements outlined in Item SS-300.*

108-2.2 CABLE. Underground cable for airfield lighting facilities (runway and taxiway lights and signs) shall conform to the requirements of AC 150/5345-7, Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits latest edition. Conductors for use on 6.6 ampere primary airfield lighting series circuits shall be single conductor, seven strand, #8 American wire gauge AWG), L-824 Type C, 5,000 volts, nonshielded, with cross-linked polyethylene insulation. Conductors for use on 20 ampere primary airfield lighting series circuits shall be single conductor, seven strand, #6 AWG, L-824 Type C, 5,000 volts, nonshielded, with cross-linked polyethylene insulation. L-824 conductors for use on the L-830 secondary of airfield lighting series circuits shall be sized in accordance with the manufacturer's recommendations. All other conductors shall comply with FAA and National Electric Code (NEC) requirements. Conductor sizes noted above shall not apply to leads furnished by manufacturers on airfield lighting transformers and fixtures.

Wire for electrical circuits up to 600 volts shall comply with Specification L-824 and/or Federal Specification J-C-30 and shall be type THWN-2, 75°C. Conductors for parallel (voltage) circuits shall be sized and installed in accordance with NFPA-70, National Electrical Code.

Unless noted otherwise, all 600-volt and less non-airfield lighting conductor sizes are based on a 75°C, THWN-2, 600 volt insulation, copper conductors, not more than three single insulated conductors, in raceway, in free air. The conduit/duct sizes are based on the use of THWN-2, 600 volt insulated conductors. The Contractor shall make the necessary increase in conduit/duct sizes for other types of wire insulation. In no case shall the conduit/duct size be reduced. The minimum power circuit wire size shall be #12 AWG.

Conductor sizes may have been adjusted due to voltage drop or other engineering considerations. Equipment provided by the Contractor shall be capable of accepting the quantity and sizes of conductors shown in the Contract Documents. All conductors, pigtails, cable step-down adapters, cable step-up adapters, terminal blocks and splicing materials necessary to complete the cable termination/splice shall be considered incidental to the respective pay items provided.

Cable type, size, number of conductors, strand and service voltage shall be as specified in the Contract Document.

Colorable cable in solid non-fading colors shall not be used for permanent series circuit identification.

108-2.3 BARE COPPER WIRE (COUNTERPOISE, BARE COPPER WIRE GROUND AND GROUND RODS). Wire for counterpoise or ground installations for airfield lighting systems shall be No. 6 AWG bare solid copper wire for counterpoise and/or No. 6 AWG insulated stranded for ground wire per ASTM B3 and ASTM B8, and shall be bare copper wire per ASTM B33. See AC 150/5340-30 for additional details about counterpoise and ground wire types and installation. For voltage powered circuits, the equipment ground conductor shall be minimum No. 6 AWG, 600V rated, Type XHHW insulated, green color, stranded copper equipment ground conductor.

Ground rods shall be copper-clad steel. The ground rods shall be of the length and diameter specified on the plans, but in no case be less than 10 feet (2.54 m) long and 3/4 inch (19 mm) in diameter.

108-2.4 CABLE CONNECTIONS. In-line connections or splices of underground primary cables shall be of the type called for on the plans, and shall be one of the types listed below. No separate payment will be made for cable connections.

a. The Cast Splice. A cast splice, employing a plastic mold and using epoxy resin equivalent to that manufactured by 3M™ Company, "Scotchcast" Kit No. 82-B, or as manufactured by Hysol® Corporation, "Hyseal Epoxy Splice" Kit No. E1135, or an approved equivalent, used for potting the splice is acceptable.

b. The Field-Attached Plug-In Splice. Figure 3 of AC 150/5345-26, Specification for L-823 Plug and Receptacle, Cable Connectors, employing connector kits, is acceptable for field attachment to single conductor cable. It shall be the Contractor's responsibility to determine the outside diameter of the cable to be spliced and to furnish appropriately sized connector kits and/or adapters and heat shrink tubing with integral sealant.

c. The Factory-Molded Plug-in Splice. Specification for L-823 Connectors, Factory-Molded to Individual Conductors, is acceptable.

d. The Taped or Heat-Shrink Splice. Taped splices employing field-applied rubber, or synthetic rubber tape covered with plastic tape is acceptable. The rubber tape should meet the requirements of ASTM D4388 and the plastic tape should comply with Military Specification MIL-I-24391 or Commercial Item Description A-A-55809. Heat shrinkable tubing shall be heavy-wall, self-sealing tubing rated for the voltage of the wire being spliced and suitable for direct-buried installations. The tubing shall be factory coated with a thermoplastic adhesive-sealant that will adhere to the insulation of the wire being spliced forming a moisture- and dirt-proof seal. Additionally, heat shrinkable tubing for multi-conductor cables, shielded cables, and armored cables shall be factory kits that are designed for the application. Heat shrinkable tubing and tubing kits shall be manufactured by Tyco Electronics/ Raychem Corporation, Energy Division, or approved equivalent.

In all the above cases, connections of cable conductors shall be made using crimp connectors using a crimping tool designed to make a complete crimp before the tool can be removed. All L-823/L-824 splices and terminations shall be made per the manufacturer's recommendations and listings.

All connections of counterpoise, grounding conductors and ground rods shall be made by the exothermic process or approved equivalent, except that a light base ground clamp connector shall be used for attachment to the light base. See AC 150/5340-30 for additional information about methods of attaching a ground to a galvanized light base. All exothermic connections shall be made per the manufacturer's recommendations and listings.

108-2.5 SPLICER QUALIFICATIONS. Every airfield lighting cable splicer shall be qualified in making airport cable splices and terminations on cables rated at or above 5,000 volts AC. The Contractor shall submit to the Engineer proof of the qualifications of each proposed cable splicer for the airport cable type and voltage level to be worked on. Cable splicing/terminating personnel shall have a minimum of three (3) years continuous experience in terminating/splicing medium voltage cable.

108-2.6 CONCRETE. Concrete for cable markers shall be per Specification Item P-610, Structural Portland Cement Concrete.

~~**108-2.7 FLOWABLE BACKFILL.** Flowable material used to backfill trenches for power cable trenches shall conform to the requirements of Item P-153, Controlled Low Strength Material.~~

108-2.8 CABLE IDENTIFICATION TAGS. Cable identification tags shall be made from a non-corrosive material with the circuit identification stamped or etched onto the tag. The tags shall be of the type as detailed on the plans.

108-2.9 TAPE. Electrical tapes shall be Scotch™ Electrical Tapes –Scotch™ 88 (1-1/2 inch (38 mm) wide) and Scotch™ 130C® linerless rubber splicing tape (2-inch (50 mm) wide), as manufactured by the Minnesota Mining and Manufacturing Company (3M™), or an approved equivalent.

108-2.10 ELECTRICAL COATING. Electrical coating shall be Scotchkote™ as manufactured by 3M™, or an approved equivalent.

108-2.11 EXISTING CIRCUITS. Whenever the scope of work requires connection to an existing circuit, the circuit's insulation resistance shall be tested, in the presence of the Engineer. The test shall be performed per this item and prior to any activity that will affect the respective circuit. The Contractor shall record the results on forms acceptable to the Engineer. When the work affecting the circuit is complete, the circuit's insulation resistance shall be checked again, in the presence of the Engineer. The Contractor shall record the results on forms acceptable to the Engineer. The second reading shall be equal to or greater than the first reading or the Contractor shall make the necessary repairs to the circuit to bring the second reading above the first reading. All repair costs including a complete replacement of the L-823 connectors, L-830 transformers and L-824 cable, if necessary, shall be borne by the Contractor. All test results shall be submitted in the Operation and Maintenance (O&M) Manual.

108-2.12 DETECTABLE WARNING TAPE. Plastic, detectable, American Wood Preservers Association (AWPA) Red (electrical power lines, cables, conduit and lighting cable) with continuous legend magnetic tape shall be polyethylene film with a metalized foil core and shall be 3-6 inches (75-150 mm) wide. Detectable tape is incidental to the respective bid item.

CONSTRUCTION METHODS

108-3.1 GENERAL. The Contractor shall install the specified cable at the approximate locations indicated on the plans. Unless otherwise shown on the plans, all cable required to cross under pavements expected to carry aircraft loads shall be installed in concrete encased duct banks. Wherever possible, cable shall be run without splices, from connection to connection.

Cable connections between lights will be permitted only at the light locations for connecting the underground cable to the primary leads of the individual isolation transformers. The Contractor shall be responsible for providing cable in continuous lengths for home runs or other long cable runs without connections unless otherwise authorized in writing by the Engineer or shown on the plans.

In addition to connectors being installed at individual isolation transformers, L-823 cable connectors for maintenance and test points shall be installed at locations shown on the plans. Cable circuit identification markers shall be installed on both sides of the L-823 connectors installed or at least once in each access point where L-823 connectors are not installed.

Provide not less than 3 feet (1 m) of cable slack on each side of all connections, isolation transformers, light units, and at points where cable is connected to field equipment. Where provisions must be made for testing or for future above grade connections, provide enough slack to allow the cable to be extended at least one foot (30 cm) vertically above the top of the access structure. This requirement also applies where primary cable passes through empty light bases, junction boxes, and access structures to allow for future connections, or as designated by the Engineer.

Primary airfield lighting cables installed shall have cable circuit identification markers attached on both sides of each L-823 connector and on each airport lighting cable entering or leaving cable access points, such as manholes, hand holes, pull boxes, junction boxes, etc. Markers shall be of sufficient length for imprinting the cable circuit identification legend on one line, using letters not less than 1/4 inch (6 mm) in size. The cable circuit identification shall match the circuits noted on the construction plans.

The existing and the proposed locations of lighting cable are approximate. The Contractor shall be responsible for field locating and identifying the existing lighting circuits to determine their exact routing. The Contractor shall also be responsible for maintaining the lighting systems in a working condition until the new lighting circuits have been installed and tested. The Contractor shall proactively and expeditiously accomplish this cable identification work prior to performing any modifications to the lighting

circuits. Coordinate identification work with the Owner and Engineer and make all corrections, additions, etc. on the as-built drawings.

Underground cable and utilities exist within and adjacent to the limits of construction. An attempt has been made to locate these cables and utilities on the Plans. All existing cable and utilities may not be shown on the Plans and the location of the cables and utilities shown may vary from the location shown on the Plans. Prior to beginning of any type of excavation, the Contractor shall contact the utilities, the airport maintenance staff, FAA field personnel and other organizations as required and make arrangements for the location of the utilities on the ground. The Contractor shall maintain the cable and utility location markings until they are no longer required.

The Contractor shall replace or repair any underground cable or utility that has been damaged by the Contractor during excavation to the satisfaction of the owner of the cable or utility at no additional cost to the Owner.

All new lighting cable shall be marked using color-coded plastic electrical tape which is specifically designed for application on polyethylene-jacketed cable. The tape shall be applied as detailed on the Plans.

108-3.2 INSTALLATION IN DUCT BANKS OR CONDUITS. This item includes the installation of the cable in duct banks or conduit per the following paragraphs. The maximum number and voltage ratings of cables installed in each single duct or conduit, and the current-carrying capacity of each cable shall be per the latest version of the National Electric Code, or the code of the local agency or authority having jurisdiction.

The Contractor shall make no connections or splices of any kind in cables installed in conduits or duct banks.

Unless otherwise designated in the plans, where ducts are in tiers, use the lowest ducts to receive the cable first, with spare ducts left in the upper levels. Check duct routes prior to construction to obtain assurance that the shortest routes are selected and that any potential interference is avoided.

Duct banks or conduits shall be installed as a separate item per Item L-110, Airport Underground Electrical Duct Banks and Conduit. The Contractor shall run a mandrel through duct banks or conduit prior to installation of cable to ensure that the duct bank or conduit is open, continuous and clear of debris. The mandrel size shall be compatible with the conduit size. The Contractor shall swab out all conduits/ducts and clean light bases, manholes, etc., interiors immediately prior to pulling cable. Once cleaned and swabbed, the light bases and all accessible points of entry to the duct/conduit system shall be kept closed except when installing cables. Cleaning of ducts, light bases, manholes, etc., is incidental to the pay item of the item being cleaned. All raceway systems left open, after initial cleaning, for any reason shall be re-cleaned at the Contractor's expense. The Contractor shall verify existing ducts proposed for use in this project as clear and open. The Contractor shall notify the Engineer of any blockage in the existing ducts.

The cable shall be installed in a manner that prevents harmful stretching of the conductor, damage to the insulation, or damage to the outer protective covering. The ends of all cables shall be sealed with moisture-seal tape providing moisture-tight mechanical protection with minimum bulk, or alternately, heat shrinkable tubing before pulling into the conduit and it shall be left sealed until connections are made. Where more than one cable is to be installed in a conduit, all cable shall be pulled in the conduit at the same time. The pulling of a cable through duct banks or conduits may be accomplished by hand winch or power winch with the use of cable grips or pulling eyes. Maximum pulling tensions shall not exceed the cable manufacturer's recommendations. A non-hardening cable-pulling lubricant recommended for the type of cable being installed shall be used where required.

The Contractor shall submit the recommended pulling tension values to the Engineer prior to any cable installation. If required by the Engineer, pulling tension values for cable pulls shall be monitored by a dynamometer in the presence of the Engineer. Cable pull tensions shall be recorded by the Contractor and reviewed by the Engineer. Cables exceeding the maximum allowable pulling tension values shall be removed and replaced by the Contractor at the Contractor's expense.

The manufacturer's minimum bend radius or NEC requirements (whichever is more restrictive) shall apply. Cable installation, handling and storage shall be per manufacturer's recommendations. During cold weather, particular attention shall be paid to the manufacturer's minimum installation temperature. Cable shall not be installed when the temperature is at or below the manufacturer's minimum installation temperature. At the Contractor's option, the Contractor may submit a plan, for review by the Engineer, for heated storage of the cable and maintenance of an acceptable cable temperature during installation when temperatures are below the manufacturer's minimum cable installation temperature.

Cable shall not be dragged across base can or manhole edges, pavement or earth. When cable must be coiled, lay cable out on a canvas tarp or use other appropriate means to prevent abrasion to the cable jacket.

Existing ducts may require clearing before use. It is the responsibility of the Contractor to locate the existing ducts, identify empty or partially empty conduits and clear the conduits as required.

108-3.3 INSTALLATION OF DIRECT-BURIED CABLE IN TRENCHES. Unless otherwise specified, the Contractor shall not use a cable plow for installing the cable. Cable shall be unreeled uniformly in place alongside or in the trench and shall be carefully placed along the bottom of the trench. The cable shall not be unreeled and pulled into the trench from one end. Slack cable sufficient to provide strain relief shall be placed in the trench in a series of S curves. Sharp bends or kinks in the cable shall not be permitted.

Where cables must cross over each other, a minimum of 3 inches (75 mm) vertical displacement shall be provided with the topmost cable depth at or below the minimum required depth below finished grade.

a. Trenching. Where turf is well established and the sod can be removed, it shall be carefully stripped and properly stored. Trenches for cables may be excavated manually or with mechanical trenching equipment. Walls of trenches shall be essentially vertical so that a minimum of surface is disturbed. Graders shall not be used to excavate the trench with their blades. The bottom surface of trenches shall be essentially smooth and free from coarse aggregate. Unless otherwise specified, cable trenches shall be excavated to a minimum depth of 18 inches (0.5 m) below finished grade per NEC Table 300.5, except as follows:

(1) When off the airport or crossing under a roadway or driveway, the minimum depth shall be 36 inches (91 cm) unless otherwise specified.

(2) Minimum cable depth when crossing under a railroad track, shall be 42 inches (1 m) unless otherwise specified.

Dewatering necessary for cable installation, erosion and turbidity control, per Federal, state, and local requirements is incidental to its respective pay items as part of Item L-108. The cost of all excavation regardless of type of material encountered, shall be included in the unit price bid for the L-108 Item.

The Contractor shall excavate all cable trenches to a width not less than 6 inches (150 mm). Unless otherwise specified on the plans, all cables in the same location and running in the same general direction shall be installed in the same trench.

A string line or other approved method shall be used as a guide for excavation of straight trenches. A divergence greater than 12" from this line will not be acceptable and will require re-trenching and installation of new cables at no additional cost to the Owner.

The width of the trench shall be increased so that there is 1 inch of space between cables and 2 inches of space between the outside cables and the wall of the trench.

When rock is encountered, the rock shall be removed to a depth of at least 3 inches (75 mm) below the required cable depth and it shall be replaced with bedding material of earth or sand containing no mineral aggregate particles that would be retained on a 1/4 inch (6 mm) sieve. Flowable backfill material may alternatively be used. The Contractor shall ascertain the type of soil or rock to be excavated before bidding. All such rock removal shall be performed and paid for under ~~Item P-152~~ *the respective trenching or conduit or duct bank pay item.*

Duct bank or conduit markers temporarily removed for trench excavations shall be replaced as required.

It is the Contractor's responsibility to locate existing utilities within the work area prior to excavation. Where existing active cables cross proposed installations, the Contractor shall ensure that these cables are adequately protected. Where crossings are unavoidable, no splices will be allowed in the existing cables, except as specified on the plans. Installation of new cable where such crossings must occur shall proceed as follows:

(1) Existing cables shall be located manually. Unearthed cables shall be inspected to assure absolutely no damage has occurred.

(2) Trenching, etc., in cable areas shall then proceed, with approval of the Engineer, with care taken to minimize possible damage or disruption of existing cable, including careful backfilling in area of cable.

In the event that any previously identified cable is damaged during the course of construction, the Contractor shall be responsible for the complete repair or replacement.

b. Backfilling. After the cable has been installed, the trench shall be backfilled. The first layer of backfill in the trench shall be 3 inches (75 mm) deep, loose measurement, and shall be either earth or sand containing no mineral aggregate particles that would be retained on a 1/4 inch (6 mm) sieve. This layer shall not be compacted. The second layer shall be 5 inches (125 mm) deep, loose measurement, and shall contain no particles that would be retained on a one inch (25 mm) sieve. The remaining third and subsequent layers of backfill shall not exceed 8 inches (20 cm) of loose measurement and be excavated or imported material and shall not contain stone or aggregate larger than 4 inches (100 mm) maximum diameter.

The second and subsequent layers shall be thoroughly tamped and compacted to at least the density of the adjacent undisturbed soil, and to the satisfaction of the Engineer. If necessary to obtain the desired compaction, the backfill material shall be moistened or aerated as required.

If the cable is to be installed in locations or areas where other compaction requirements are specified (under pavements, embankments, etc.) the compaction requirements per Item P-152 for that area shall be followed.

Trenches shall not contain pools of water during backfilling operations. The trench shall be completely backfilled and tamped level with the adjacent surface, except that when turf is to be established over the trench, the backfilling shall be stopped at an appropriate depth consistent with the type of turfing operation to be accommodated. A proper allowance for settlement shall also be provided. Any excess excavated material shall be removed and disposed of per the plans and specifications.

Underground electrical warning (caution) tape shall be installed in the trench above all direct-buried cable. Contractor shall submit a sample of the proposed warning tape for acceptance by the Engineer. If not shown on the plans, the warning tape shall be located 6 inches (150 mm) above the direct-buried cable or the counterpoise wire if present. A 4-6 inch (100 - 150 mm) wide polyethylene film detectable tape, with a metalized foil core, shall be installed above all direct buried cable or counterpoise. The tape shall be of the color and have a continuous legend as indicated on the plans. The tape shall be installed 8 inch (200 mm) minimum below finished grade.

Backfilling from two directions will not be allowed. No backfilling will be accomplished without the approval of the Engineer. The Construction Observer will coordinate with the Contractor for advance scheduling of trench inspection.

c. Restoration. Following restoration of all trenching near airport movement surfaces, the Contractor shall visually inspect the area for foreign object debris (FOD) and remove any that is found. Where soil and sod has been removed, it shall be replaced as soon as possible after the backfilling is completed. All areas disturbed by work shall be restored to its original condition. The restoration shall include the sodding, topsoiling, seeding, and mulching as shown on the plans. The Contractor shall be held responsible for maintaining all disturbed surfaces and replacements until final acceptance. When trenching is through paved areas, restoration shall be equal to existing conditions and compaction shall meet the requirements of Item P-152. Restoration shall be considered incidental to the pay item of which it is a component part.

Following restoration of all trenching near airport movement surfaces, the Contractor shall thoroughly visually inspect the area for foreign object debris (FOD), and remove any such FOD that is found. This FOD inspection and removal shall be considered incidental to the pay item of which it is a component part.

108-3.4 CABLE MARKERS FOR DIRECT BUIRED CABLE. The location of direct buried circuits shall be marked by a concrete slab marker, 2 feet (60 cm) square and 4-6 inch (10 - 15 cm) thick, extending approximately one inch (25 mm) above the surface. Each cable run from a line of lights and signs to the equipment vault shall be marked at approximately every 200 feet (61 m) along the cable run, with an additional marker at each change of direction of cable run. All other direct-buried cable shall be marked in the same manner. Cable markers shall be installed directly above the cable. The Contractor shall impress the word "CABLE" and directional arrows on each cable marking slab. The letters shall be approximately 4 inches (100 mm) high and 3 inches (75 mm) wide, with width of stroke 1/2 inch (12 mm) and 1/4 inch (6 mm) deep.

At the location of each underground cable connection, except at lighting units, or isolation transformers, or power a concrete marker slab must mark adapters placed above the connection. The Contractor shall impress the word "SPLICE" on each slab. The Contractor also shall impress additional circuit identification symbols on each slab as directed by the Engineer. All cable markers and splice markers shall be painted international orange. Paint shall be specifically manufactured for uncured exterior concrete. After placement, all cable or splice markers shall be given one coat of high-visibility aviation orange paint as approved by the Engineer. Furnishing and installation of cable markers is incidental to the respective cable pay item.

After placement, all cable or splice markers shall be given one coat of high-visibility aviation orange paint, as approved by the Engineer.

108-3.5 SPLICING. Connections of the type shown on the plans shall be made by experienced personnel regularly engaged in this type of work and shall be made as follows:

a. Cast splices. These shall be made by using crimp connectors for jointing conductors. Molds shall be assembled, and the compound shall be mixed and poured per the manufacturer's instructions and to the satisfaction of the Engineer.

b. Field-attached plug-in splices. These shall be assembled per the manufacturer's instructions. These splices shall be made by plugging directly into mating connectors. In all cases the joint where the connectors come together shall be wrapped with at least one layer of rubber or synthetic rubber tape and one layer of plastic tape, one-half lapped, extending at least 1-1/2 inches (38 mm) on each side of the joint.

c. Factory-molded plug-in splices. These shall be made by plugging directly into mating connectors. In all cases, the joint where the connectors come together shall be wrapped with at least one layer of rubber or synthetic rubber tape and one layer of plastic tape, one-half lapped, extending at least 1-1/2 inches (38 mm) on each side of the joint.

d. Taped or heat-shrink splices. A taped splice shall be made in the following manner:

Bring the cables to their final position and cut so that the conductors will butt. Remove insulation and jacket allowing for bare conductor of proper length to fit compression sleeve connector with 1/4 inch (6 mm) of bare conductor on each side of the connector. Prior to splicing, the two ends of the cable insulation shall be penciled using a tool designed specifically for this purpose and for cable size and type. Do not use emery paper on splicing operation since it contains metallic particles. The copper conductors shall be thoroughly cleaned. Join the conductors by inserting them equidistant into the compression connection sleeve. Crimp conductors firmly in place with crimping tool that requires a complete crimp before tool can be removed. Test the crimped connection by pulling on the cable. Scrape the insulation to assure that the entire surface over which the tape will be applied (plus 3 inches (75 mm) on each end) is clean. After scraping wipe the entire area with a clean lint-free cloth. Do not use solvents.

Apply high-voltage rubber tape one-half lapped over bare conductor. This tape should be tensioned as recommended by the manufacturer. Voids in the connector area may be eliminated by highly elongating the tape, stretching it just short of its breaking point. Throughout the rest of the splice less tension should be used. Always attempt to exactly half-lap to produce a uniform buildup. Continue buildup to 1-1/2 times cable diameter over the body of the splice with ends tapered a distance of approximately one inch (25 mm) over the original jacket. Cover rubber tape with two layers of vinyl pressure-sensitive tape one-half lapped. Do not use glyptol or lacquer over vinyl tape as they react as solvents to the tape. No further cable covering or splice boxes are required.

Heat shrinkable tubing shall be installed following manufacturer's instructions. Direct flame heating shall not be permitted unless recommended by the manufacturer. Cable surfaces within the limits of the heat-shrink application shall be clean and free of contaminates prior to application.

Surfaces of equipment or conductors being terminated or connected shall be prepared in accordance with industry standard practice and manufacturer's recommendations. All surfaces to be connected shall be thoroughly cleaned to remove all dirt, grease, oxides, nonconductive films, or other foreign material. Paints and other nonconductive coatings shall be removed to expose base metal. Clean all surfaces at least 1/4 inch (6.4 mm) beyond all sides of the larger bonded area on all mating surfaces. Use a joint compound suitable for the materials used in the connection. Repair painted/coated surface to original condition after completing the connection.

108-3.6 BARE COUNTERPOISE WIRE INSTALLATION FOR LIGHTNING PROTECTION AND GROUNDING. If shown on the plans or included in the job specifications, bare solid #6 AWG copper counterpoise wire shall be installed for lightning protection of the underground cables. The Engineer shall select one of two methods of lightning protection for the airfield lighting circuit based on the frequency of local lightning:

a. Equipotential. – may be used by the Engineer for areas that have high rates of lightning strikes. This is where the counterpoise is bonded to the light base (edge lights included) and counterpoise size is determined by the Engineer.

~~**b. Isolation** – used in areas where lightning strikes are not common. The counterpoise is not bonded to edge light fixtures, in-pavement fixtures are boned to the counterpoise. Counterpoise size is selected by the Engineer.~~

Counterpoise wire shall be installed in the same trench for the entire length of buried cable, conduits and duct banks that are installed to contain airfield cables.

~~For edge light fixtures installed in turf (stabilized soils) and for raceways or cables adjacent to the full strength pavement edge, the counterpoise conductor shall be installed halfway between the pavement edge and the light base, mounting stake, raceway, or cable.~~

The counterpoise conductor shall be installed 8 inches (203 mm) minimum below grade.

Each light base or mounting stake shall be provided with a grounding electrode.

When a metallic light base is used, the grounding electrode shall be bonded to the metallic light base or mounting stake with a No. 6 AWG bare, annealed or soft drawn, solid copper conductor.

~~When a nonmetallic light base is used, the grounding electrode shall be bonded to the metallic light fixture or metallic base plate with a No. 6 AWG bare, annealed or soft drawn, solid copper conductor.~~

For raceways installed under pavement; for raceways and cables not installed adjacent to the full strength pavement edge; for fixtures installed in full strength pavement and shoulder pavement and for optional method of edge lights installed in turf (stabilized soils); and for raceways or cables adjacent to the full strength pavement edge, the counterpoise conductor shall be centered over the raceway or cable to be protected as described below.

~~The counterpoise conductor shall be installed no less than 8 inches (203 mm) above the raceway or cable to be protected, except as permitted below.~~

The minimum counterpoise conductor height above the raceway or cable to be protected shall be permitted to be adjusted subject to coordination with the airfield lighting and pavement designs.

Where raceway is installed by the directional bore, jack and bore, or other drilling method, the counterpoise conductor shall be permitted to be installed concurrently with the directional bore, jack and bore, or other drilling method raceway, external to the raceway or sleeve.

The counterpoise conductor shall be installed no more than 12 inches (305 mm) above the raceway or cable to be protected.

The counterpoise conductor height above the protected raceway(s) or cable(s) shall be calculated to ensure that the raceway or cable is within a 45-degree area of protection.

The counterpoise conductor shall be bonded to each metallic light base, mounting stake, and metallic airfield lighting component.

All metallic airfield lighting components in the field circuit on the output side of the constant current regulator (CCR) or other power source shall be bonded to the airfield lighting counterpoise system.

The counterpoise wire shall also be exothermically welded to ground rods installed as shown on the plans but not more than 500 feet (150 m) apart around the entire circuit. The counterpoise system shall be continuous and terminate at the transformer vault or at the power source. It shall be securely attached to the vault or equipment external ground ring or other made electrode-grounding system. The connections shall be made as shown on the plans and in the specifications.

If shown on the plans or in the specifications, a separate equipment (safety) ground system shall be provided in addition to the counterpoise wire using one of the following methods:

c. A ground rod installed at and securely attached to each light fixture base, mounting stake, and to all metal surfaces at junction/access structures via #6 AWG wire.

~~d. For parallel voltage systems only, install a #6 AWG green insulated equipment ground conductor internal to the conduit system and securely attached it to each light fixture base internal grounding lug and to all metal surfaces at junction/access structures. Dedicated ground rods shall be installed and exothermically welded to the counterpoise wires at each end of a duct bank crossing under pavement.~~

Where an existing airfield lighting system is being extended or modified, the new counterpoise conductors shall be interconnected to existing counterpoise conductors at each intersection of the new and existing airfield lighting counterpoise systems.

108-3.7 COUNTERPOISE INSTALLATION ABOVE MULTIPLE CONDUITS AND DUCT BANKS. Counterpoise wires shall be installed above multiple conduits/duct banks for airfield lighting cables, with the intent being to provide a complete area of protection over the airfield lighting cables. When multiple conduits and/or duct banks for airfield cable are installed in the same trench, the number and location of counterpoise wires above the conduits shall be adequate to provide a complete cone of protection measured 22-1/2 degrees each side of vertical.

Where duct banks pass under pavement to be constructed in the project, the counterpoise shall be placed above the duct bank. Reference details on the construction plans.

Dedicated ground rods shall be installed and exothermically welded to the counterpoise wire at each end of a duct bank crossing under pavement.

108-3.8 COUNTERPOISE INSTALLATION AT EXISTING DUCT BANKS. When airfield lighting cables are indicated on the plans to be routed through existing duct banks, the new counterpoise wiring shall be terminated at ground rods at each end of the existing duct bank where the cables being protected enter and exit the duct bank. The new counterpoise conductor shall be bonded to the existing counterpoise system.

108-3.9 EXOTHERMIC BONDING. Bonding of counterpoise wire shall be by the exothermic welding process. Only personnel experienced in and regularly engaged in this type of work shall make these connections.

Contractor shall demonstrate to the satisfaction of the Engineer, the welding kits, materials and procedures to be used for welded connections prior to any installations in the field. The installations shall comply with the manufacturer's recommendations and the following:

a. All slag shall be removed from welds.

b. Using an exothermic weld to bond the counterpoise to a lug on a galvanized light base is not recommended unless the base has been specially modified. Consult the manufacturer's installation directions for proper methods of bonding copper wire to the light base. See also AC 150/5340-30 for galvanized light base exception.

c. If called for in the plans, all buried copper and weld material at weld connections shall be thoroughly coated with 6 mm of 3M™ Scotchkote™, or approved equivalent, or coated with coal tar Bitumastic® material to prevent surface exposure to corrosive soil or moisture.

108-3.10 TESTING. The Contractor shall furnish all necessary equipment and appliances for testing the airport electrical systems and underground cable circuits before and after installation. The Contractor shall perform all tests in the presence of the Engineer. The Contractor shall demonstrate the electrical characteristics to the satisfaction of the Engineer. All costs for testing are incidental to the respective item being tested. For phased projects, the tests must be completed by phase. The Contractor must maintain the test results throughout the entire project as well as during the warranty period that meet the following:

a. Earth resistance testing methods shall be submitted to the Engineer for approval. Earth resistance testing results shall be recorded on an approved form and testing shall be performed in the presence of the Engineer. All such testing shall be at the sole expense of the Contractor.

b. Should the counterpoise or ground grid conductors be damaged or suspected of being damaged by construction activities the Contractor shall test the conductors for continuity with a low resistance ohmmeter. The conductors shall be isolated such that no parallel path exists and tested for continuity. The Engineer shall approve of the test method selected. All such testing shall be at the sole expense of the Contractor.

After installation, the Contractor shall test and demonstrate to the satisfaction of the Engineer the following:

c. That all affected lighting power and control circuits (existing and new) are continuous and free from short circuits.

d. That all affected circuits (existing and new) are free from unspecified grounds.

e. That the insulation resistance to ground of all new non-grounded high voltage series circuits or cable segments is not less than 500 megohms.

f. That the insulation resistance to ground of all new non-grounded conductors of new multiple circuits or circuit segments is not less than 100 megohms.

g. That all affected circuits (existing and new) are properly connected per applicable wiring diagrams.

h. That all affected circuits (existing and new) are operable. Tests shall be conducted that include operating each control not less than 10 times and the continuous operation of each lighting and power circuit for not less than 1/2 hour.

i. That the impedance to ground of each ground rod does not exceed 25 ohms prior to establishing connections to other ground electrodes. The fall-of-potential ground impedance test shall be used, as described by American National Standards Institute/Institute of Electrical and Electronic Engineers (ANSI/IEEE) Standard 81, to verify this requirement. As an alternate, clamp-on style ground impedance test meters may be used to satisfy the impedance testing requirement. Test equipment and its calibration sheets shall be submitted for review and approval by the Engineer prior to performing the testing.

Two copies of tabulated results of all cable tests performed shall be supplied by the Contractor to the Engineer. Where connecting new cable to existing cable, ground resistance tests shall be performed on the new cable prior to connection to the existing circuit.

There are no approved "repair" procedures for items that have failed testing other than complete replacement.

METHOD OF MEASUREMENT

108-4.1 Trenching shall be measured by the linear feet (meters) of trench, including the excavation, backfill, and restoration, completed, measured as excavated, and accepted as satisfactory. When specified, separate measurement shall be made for trenches of various specified widths.

The cost of all excavation, backfill, dewatering and restoration regardless of the type of material encountered shall be included in the unit price bid for the work.

108-4.2 Cable or counterpoise wire installed in trench, duct bank or conduit shall be measured by the number of linear feet (meters) installed and grounding connectors, and trench marking tape ready for operation, and accepted as satisfactory. Separate measurement shall be made for each cable or counterpoise wire installed in trench, duct bank or conduit. The measurement for this item shall include additional quantities required for slack.

~~**108-4.3** Ground rods shall be measured by each 10-foot section installed complete.~~

BASIS OF PAYMENT

108-5.1 Payment will be made at the contract unit price for trenching, cable and bare counterpoise wire installed in trench (direct-buried), or cable and equipment ground installed in duct bank or conduit, in place by the Contractor and accepted by the Engineer. This price shall be full compensation for furnishing all materials and for all preparation and installation of these materials, and for all labor, equipment, tools, and incidentals, including ground rods and ground connectors and trench marking tape, necessary to complete this item.

Payment will be made under:

~~Item L-108-5.1~~	~~Trenching for direct-buried cable, 18 inch minimum depth - per linear foot~~
Item L-108-5.1	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Trench, Duct Bank or Conduit - per linear foot
Item L-108-5.2	No. 6 AWG, Solid, Bare Counterpoise Wire, Installed In Trench, Above the Duct Bank or Conduit, Including Ground Rods and Ground Connectors - per linear foot
~~Item L-108-5.4~~	~~No. 6 AWG, Insulated, Stranded Equipment Ground, Installed in Duct Bank or Conduit - per linear foot~~

MATERIAL REQUIREMENTS

AC 150/5340-26	Maintenance of Airport Visual Aid Facilities
AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-26	Specification for L-823 Plug and Receptacle, Cable Connectors
AC 150/5345-53	Airport Lighting Equipment Certification Program
Commercial Item Description A-A-59544	Cable and Wire, Electrical (Power, Fixed Installation)
Commercial Item Description A-A-55809	Insulation Tape, Electrical, Pressure-Sensitive Adhesive, Plastic
ASTM B3	Standard Specification for Soft or Annealed Copper Wire
ASTM B8	Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft

ASTM B33	Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes
ASTM D4388	Standard Specification for Nonmetallic Semi-Conducting and Electrically Insulating Rubber Tapes
FED SPEC J-C-30	Cable and Wire, Electrical (Power, Fixed Installation)
MIL-I-24391	Insulation Tape, Electrical, Plastic, Pressure Sensitive

REFERENCE DOCUMENTS

NFPA-70	National Electrical Code (NEC)
NFPA-780	Standard for the Installation of Lightning Protection Systems
MIL-S-23586F	Performance Specification: Sealing Compound (with Accelerator), Silicone Rubber, Electrical
ANSI/IEEE STD 81	IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System

END OF ITEM L-108

ITEM L-110 AIRPORT UNDERGROUND ELECTRICAL DUCT BANKS AND CONDUITS

DESCRIPTION

110-1.1 This item shall consist of underground electrical conduits and duct banks (single or multiple conduits encased in concrete or buried in sand) installed per this specification at the locations and per the dimensions, designs, and details shown on the plans. This item shall include furnishing and installing of all underground electrical duct banks and individual and multiple underground conduits. It shall also include all turfing trenching, backfilling, removal, and restoration of any paved or turfed areas; concrete encasement, mandrelling, pulling lines, duct markers, plugging of conduits, and the testing of the installation as a completed system ready for installation of cables per the plans and specifications. This item shall also include furnishing and installing conduits and all incidentals for providing positive drainage of the system. Verification of existing ducts is incidental to the pay items provided in this specification.

EQUIPMENT AND MATERIALS

110-2.1 GENERAL.

a. All equipment and materials covered by referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the Engineer.

b. Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications and acceptable to the Engineer. Materials supplied and/or installed that do not comply with these specifications shall be removed, when directed by the Engineer and replaced with materials, that comply with these specifications, at the Contractor's cost.

c. All materials and equipment used to construct this item shall be submitted to the Engineer for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in project that accrue directly or indirectly from late submissions or resubmissions of submittals.

d. The data submitted shall be sufficient, in the opinion of the Engineer, to determine compliance with the plans and specifications. The Contractor's submittals shall be neatly bound in a properly sized 3-ring binder, tabbed by specification section. The Engineer reserves the right to reject any and all equipment, materials or procedures that do not meet the system design and the standards and codes specified in this document.

e. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

f. *Airport lighting equipment and materials shall meet the requirements outlined in Item SS-300.*

110-2.2 STEEL CONDUIT. Rigid galvanized steel (RGS) conduit and fittings shall be hot dipped galvanized inside and out and conform to the requirements of Underwriters Laboratories Standards 6,

514B, and 1242. All RGS conduits or RGS elbows installed below grade, in concrete, permanently wet locations or other similar environments shall be painted with a 10 mil thick coat of asphaltum sealer or shall have a factory bonded polyvinyl chloride (PVC) cover. Any exposed galvanizing or steel shall be coated with 10 mil of asphaltum sealer. When using PVC coated RGS conduit, care shall be exercised not to damage the factory PVC coating. Damaged PVC coating shall be repaired per the manufacturer's written instructions.

110-2.3 PLASTIC CONDUIT. Plastic conduit and fittings-shall conform to the following requirements:

- UL 514B covers W-C-1094-Conduit fittings all types, classes 1 thru 3 and 6 thru 10.
- UL 514C covers W-C-1094- all types, Class 5 junction box and cover in plastic (PVC).
- UL 651 covers W-C-1094-Rigid PVC Conduit, types I and II, Class 4.
- UL 651A covers W-C-1094-Rigid PVC Conduit and high density polyethylene (HDPE) Conduit type III and Class 4.

Underwriters Laboratories Standards UL-651 and Article 352 of the current National Electrical Code shall be one of the following, as shown on the plans:

a. Type I–Schedule 40 PVC suitable for underground use either direct-buried or encased in concrete.

b. Type II–Schedule 40 PVC suitable for either above ground or underground use.

c. Type III – Schedule 80 PVC suitable for either above ground or underground use either direct-buried or encased in concrete.

d. Type III –HDPE pipe, minimum standard dimensional ratio (SDR) 11, suitable for placement with directional boring under pavement.

The type of solvent cement shall be as recommended by the conduit/fitting manufacturer.

110-2.4 SPLIT CONDUIT. Split conduit shall be pre-manufactured for the intended purpose and shall be made of steel or plastic.

110-2.5 CONDUIT SPACERS. Conduit spacers shall be prefabricated interlocking units manufactured for the intended purpose. They shall be of double wall construction made of high grade, high density polyethylene complete with interlocking cap and base pads, They shall be designed to accept No. 4 reinforcing bars installed vertically.

110-2.6 CONCRETE. Concrete shall conform to Item P-610, Structural Portland Cement Concrete, using 1 inch maximum size coarse aggregate with a minimum 28-day compressive strength of 3500 psi. Where reinforced duct banks are specified, reinforcing steel shall conform to ASTM A615 Grade 60. Concrete and reinforcing steel are incidental to the respective pay item of which they are a component part.

~~**110-2.7 FLOWABLE BACKFILL.** Flowable material used to back fill conduit and duct bank trenches shall conform to the requirements of Item P-153, Controlled Low Strength Material. Fill shall be designed to achieve a 28-day compressive strength of 200 psi (1.4 MPa) under pavement.~~

110-2.8 DETECTABLE WARNING TAPE. Plastic, detectable, American Wood Preservers Association (AWPA) Red (electrical power lines, cables, conduit and lighting cable) with continuous

legend magnetic tape shall be polyethylene film with a metallized foil core and shall be 3-6 inches (75-150 mm) wide. Detectable tape is incidental to the respective bid item.

CONSTRUCTION METHODS

110-3.1 GENERAL. The Contractor shall install underground duct banks and conduits at the approximate locations indicated on the plans. The Engineer shall indicate specific locations as the work progresses, if required to differ from the plans. Duct banks and conduits shall be of the size, material, and type indicated on the plans or specifications. Where no size is indicated on the plans or in the specifications, conduits shall be not less than 2 inches (50 mm) inside diameter or comply with the National Electrical Code based on cable to be installed, whichever is larger. All duct bank and conduit lines shall be laid so as to grade toward access points and duct or conduit ends for drainage. Unless shown otherwise on the plans, grades shall be at least 3 inches (75 mm) per 100 feet (30 m). On runs where it is not practicable to maintain the grade all one way, the duct bank and conduit lines shall be graded from the center in both directions toward access points or conduit ends, with a drain into the storm drainage system. Pockets or traps where moisture may accumulate shall be avoided. No duct bank or underground conduit shall be less than ~~18~~ *24* inches ~~(0.5 m)~~ *(0.6 m)* below finished grade. Where under pavement, the top of the duct bank shall not be less than 18 inches (0.5 m) below the subgrade.

The Contractor shall mandrel each individual conduit whether the conduit is direct-buried or part of a duct bank. An iron-shod mandrel, not more than 1/4 inch (6 mm) smaller than the bore of the conduit shall be pulled or pushed through each conduit. The mandrel shall have a leather or rubber gasket slightly larger than the conduit hole.

The Contractor shall swab out all conduits/ducts and clean base can, manhole, pull boxes, etc., interiors IMMEDIATELY prior to pulling cable. Once cleaned and swabbed the light bases, manholes, pull boxes, etc., and all accessible points of entry to the duct/conduit system shall be kept closed except when installing cables. Cleaning of ducts, base cans, manholes, etc., is incidental to the pay item of the item being cleaned. All raceway systems left open, after initial cleaning, for any reason shall be recleaned at the Contractor's expense. All accessible points shall be kept closed when not installing cable. The Contractor shall verify existing ducts proposed for use in this project as clear and open. The Contractor shall notify the Engineer of any blockage in the existing ducts.

For pulling the permanent wiring, each individual conduit, whether the conduit is direct-buried or part of a duct bank, shall be provided with a 200 pound (90 kg) test polypropylene pull rope. The ends shall be secured and sufficient length shall be left in access points to prevent it from slipping back into the conduit. Where spare conduits are installed, as indicated on the plans, the open ends shall be plugged with removable tapered plugs, designed for this purpose.

All conduits shall be securely fastened in place during construction and shall be plugged to prevent contaminants from entering the conduits. Any conduit section having a defective joint shall not be installed. Ducts shall be supported and spaced apart using approved spacers at intervals not to exceed 5 feet (1.5 m).

Unless otherwise shown on the plans, concrete encased duct banks shall be used when crossing under pavements expected to carry aircraft loads, such as runways, taxiways, taxilanes, ramps and aprons. When under paved shoulders and other paved areas, conduit and duct banks shall be encased using flowable fill for protection.

All conduits within concrete encasement of the duct banks shall terminate with female ends for ease in current and future use. Install factory plugs in all unused ends. Do not cover the ends or plugs with concrete.

Where turf is well established and the sod can be removed, it shall be carefully stripped and properly stored.

Trenches for conduits and duct banks may be excavated manually or with mechanical trenching equipment unless in pavement, in which case they shall be excavated with mechanical trenching equipment. Walls of trenches shall be essentially vertical so that a minimum of shoulder surface is disturbed. Blades of graders shall not be used to excavate the trench.

The Contractor shall provide a staked centerline or offset for the duct and manhole system - utilizing the drawings and a site inspection of the existing grounds, grades, and utility crossings. The Owner and Engineer shall approve the staking plan that shall be indicated on a drawing submitted for approval before starting any excavation for the ducts. The staking plan shall indicate the proposed location, elevation and dimensions of manholes and handholes. The Engineer reserves the right to adjust duct, manhole, and handhole locations and elevations before installation at no additional cost to the Owner.

The bottom surface of trenches shall be essentially smooth and free from coarse aggregate.

When rock is encountered, the rock shall be removed to a depth of at least 3 inches (75 mm) below the required conduit or duct bank depth and it shall be replaced with bedding material of earth or sand containing no mineral aggregate particles that would be retained on a 1/4 inch (6 mm) sieve. Flowable backfill ~~may alternatively~~ *shall not* be used The Contractor shall ascertain the type of soil or rock to be excavated before bidding. All such rock removal shall be performed and paid for under ~~Item P-152~~ *the respective trenching or conduit or duct bank pay item.*

Underground electrical warning (Caution) tape shall be installed in the trench above all underground duct banks and conduits in unpaved areas. Contractor shall submit a sample of the proposed warning tape for approval by the Engineer. If not shown on the plans, the warning tape shall be located 6 inches above the duct/conduit or the counterpoise wire if present.

Joints in plastic conduit shall be prepared per the manufacturer's recommendations for the particular type of conduit. Plastic conduit shall be prepared by application of a plastic cleaner and brushing a plastic solvent on the outside of the conduit ends and on the inside of the couplings. The conduit fitting shall then be slipped together with a quick one-quarter turn twist to set the joint tightly. Where more than one conduit is placed in a single trench, or in duct banks, joints in the conduit shall be staggered a minimum of 2 feet (60 cm).

Changes in direction of runs exceeding 10 degrees, either vertical or horizontal, shall be accomplished using manufactured sweep bends.

Whether or not specifically indicated on the drawings, where the soil encountered at established duct bank grade is an unsuitable material, as determined by the Engineer, the unsuitable material shall be removed per Item P-152 and replaced with suitable material. Alternatively, additional duct bank supports that are adequate and stable shall be installed, as approved by the Engineer.

All excavation shall be unclassified and shall be considered incidental to the respective L-110 pay item of which it is a component part. Dewatering necessary for duct installation, erosion and turbidity control, per Federal, state, and local requirements is incidental to its respective pay item as a part of Item L-110. The cost of all excavation regardless of type of material encountered, shall be included in the unit price bid for the L-110 Item.

Unless otherwise specified, excavated materials that are deemed by the Engineer to be unsuitable for use in backfill or embankments shall be removed and disposed of offsite.

Any excess excavation shall be filled with suitable material approved by the Engineer and compacted per Item P-152.

It is the Contractor's responsibility to locate existing utilities within the work area prior to excavation. Where existing active cables) cross proposed installations, the Contractor shall ensure that these cables are adequately protected. Where crossings are unavoidable, no splices will be allowed in the existing cables, except as specified on the plans. Installation of new cable where such crossings must occur shall proceed as follows:

a. Existing cables shall be located manually. Unearthed cables shall be inspected to assure absolutely no damage has occurred.

b. Trenching, etc., in cable areas shall then proceed with approval of the Engineer, with care taken to minimize possible damage or disruption of existing cable, including careful backfilling in area of cable.

In the event that any previously identified cable is damaged during the course of construction, the Contractor shall be responsible for the complete repair.

110-3.2 Duct banks. Unless otherwise shown in the plans, duct banks shall be installed so that the top of the concrete envelope is not less than 18 inches (0.5 m) below the bottom of the base or stabilized base course layers where installed under runways, taxiways, aprons, or other paved areas, and not less than ~~18~~ *24* inches ~~(0.5 m)~~ *(0.6 m)* below finished grade where installed in unpaved areas.

Unless otherwise shown on the plans, duct banks under paved areas shall extend at least 3 feet (1 m) beyond the edges of the pavement or 3 feet (1 m) beyond any under drains that may be installed alongside the paved area. Trenches for duct banks shall be opened the complete length before concrete is placed so that if any obstructions are encountered, provisions can be made to avoid them. Unless otherwise shown on the plans, all duct banks shall be placed on a layer of concrete not less than 3 inches (75 mm) thick prior to its initial set. The Contractor shall space the conduits not less than 3 inch (75 mm) apart (measured from outside wall to outside wall). All such multiple conduits shall be placed using conduit spacers applicable to the type of conduit. As the conduit laying progresses, concrete shall be placed around and on top of the conduits not less than 3 inches (75 mm) thick unless otherwise shown on the plans. All conduits shall terminate with female ends for ease of access in current and future use. Install factory plugs in all unused ends. Do not cover the ends or plugs with concrete.

Conduits forming the duct bank shall be installed using conduit spacers. No. 4 reinforcing bars shall be driven vertically into the soil a minimum of 6 inches (150 mm) to anchor the assembly into the earth prior to placing the concrete encasement. For this purpose, the spacers shall be fastened down with locking collars attached to the vertical bars. Spacers shall be installed at 5-foot (1.5-m) intervals. Spacers shall be in the proper sizes and configurations to fit the conduits. Locking collars and spacers shall be submitted to the Engineer for review prior to use.

When specified, the Contractor shall reinforce the bottom side and top of encasements with steel reinforcing mesh or fabric or other approved metal reinforcement. When directed, the Contractor shall supply additional supports where the ground is soft and boggy, where ducts cross under roadways, or where shown on the plans. Under such conditions, the complete duct structure shall be supported on reinforced concrete footings, piers, or piles located at approximately 5-foot (1.5-m) intervals.

All pavement surfaces that are to have ducts installed therein shall be neatly saw cut to form a vertical face. All excavation shall be included in the contract with price for the duct. *All concrete/asphalt pavement removal and repair work shall be installed as separate pay items in accordance with Specification P-101 Surface Preparation.*

Install a plastic, detectable, color as noted, 3 to 6 inches (75 to 150 mm) wide tape, 8 inches (200 mm) minimum below grade above all underground conduit or duct lines not installed under pavement. Utilize the 3-inch (75-mm) wide tape only for single conduit runs. Utilize the 6-inch (150-mm) wide tape for

multiple conduits and duct banks. For duct banks equal to or greater than 24 inches (600 mm) in width, utilize more than one tape for sufficient coverage and identification of the duct bank as required.

When existing cables are to be placed in split duct, encased in concrete, the cable shall be carefully located and exposed by hand tools. Prior to being placed in duct, the Engineer shall be notified so that he may inspect the cable and determine that it is in good condition. Where required, split duct shall be installed as shown on the drawings or as required by the Engineer.

110-3.3 CONDUITS WITHOUT CONCRETE ENCASEMENT. Trenches for single-conduit lines shall be not less than 6 inches (150 mm) nor more than 12 inches (300 mm) wide. The trench for 2 or more conduits installed at the same level shall be proportionately wider. Trench bottoms for conduits without concrete encasement shall be made to conform accurately to grade so as to provide uniform support for the conduit along its entire length.

Unless otherwise shown on the plans, a layer of fine earth material, at least 4 inches (100 mm) thick (loose measurement) shall be placed in the bottom of the trench as bedding for the conduit. The bedding material shall consist of soft dirt, sand or other fine fill, and it shall contain no particles that would be retained on a 1/4 inch (6 mm) sieve. The bedding material shall be tamped until firm. Flowable backfill ~~may alternatively~~ *shall not* be used.

Unless otherwise shown on plans, conduits shall be installed so that the tops of all conduits within the Airport's secured area where trespassing is prohibited are at least 18 inches (0.5 m) below the finished grade. Conduits outside the Airport's secured area shall be installed so that the tops of the conduits are at least 24 inches (60 cm) below the finished grade per National Electric Code (NEC), Table 300.5.

Non-encased conduits shall convert to concrete encased ducts under all paved areas and shall extend at least 3 feet beyond the edges of the pavement unless otherwise noted.

When two or more individual conduits intended to carry conductors of equivalent voltage insulation rating are installed in the same trench without concrete encasement, they shall be spaced not less than 3 inches (75 mm) apart (measured from outside wall to outside wall) in a horizontal direction and not less than 6 inches (150 mm) apart in a vertical direction. Where two or more individual conduits intended to carry conductors of differing voltage insulation rating are installed in the same trench without concrete encasement, they shall be placed not less than 3 inches (75 mm) apart (measured from outside wall to outside wall) in a horizontal direction and not less than 6 inches (150 mm) apart in a vertical direction.

Trenches shall be opened the complete length between normal termination points before conduit is installed so that if any unforeseen obstructions are encountered, proper provisions can be made to avoid them.

Conduits shall be installed using conduit spacers. No. 4 reinforcing bars shall be driven vertically into the soil a minimum of 6 inches (150 mm) to anchor the assembly into the earth while backfilling. For this purpose, the spacers shall be fastened down with locking collars attached to the vertical bars. Spacers shall be installed at 5-foot (1.5-m) intervals. Spacers shall be in the proper sizes and configurations to fit the conduits. Locking collars and spacers shall be submitted to the Engineer for review prior to use.

110-3.4 MARKERS. The location of each end and of each change of direction of conduits and duct banks shall be marked by a concrete slab marker 2 feet (60 cm) square and 4 - 6 inches (100 - 150 mm) thick extending approximately one inch (25 mm) above the surface. The markers shall also be located directly above the ends of all conduits or duct banks, except where they terminate in a junction/access structure or building. Each cable or duct run from a line of lights and signs to the equipment vault must be marked at approximately every 200 feet (61 m) along the cable or duct run, with an additional marker at each change of direction of cable or duct run.

The Contractor shall impress the word "DUCT" or "CONDUIT" on each marker slab. Impression of letters shall be done in a manner, approved by the Engineer, for a neat, professional appearance. All letters and words must be neatly stenciled. After placement, all markers shall be given one coat of high-visibility orange paint, as approved by the Engineer. The Contractor shall also impress on the slab the number and size of conduits beneath the marker along with all other necessary information as determined by the Engineer. The letters shall be 4 inches (100 mm) high and 3 inches (75 mm) wide with width of stroke 1/2 inch (12 mm) and 1/4 inch (6 mm) deep or as large as the available space permits. Furnishing and installation of duct markers is incidental to the respective duct pay item.

Each duct or conduit run shall be marked at approximately every 200 feet (60 m) along the duct or conduit run, with an additional marker at each change of direction of duct or conduit run.

Impression of letters shall be done in a manner, approved by the Engineer, to effect a neat, professional appearance. The letters shall be stenciled neatly. After placement, all markers shall be given one coat of high-visibility orange paint, as approved by the Engineer.

110-3.5 BACKFILLING FOR CONDUITS. For conduits, 8 inches (200 mm) of sand, soft earth, or other fine fill (loose measurement) shall be placed around the conduits ducts and carefully tamped around and over them with hand tampers. The remaining trench shall then be backfilled and compacted per Item P-152 "Excavation and Embankment" except that material used for back fill shall be select material not larger than 4 inches (100 mm) in diameter.

Flowable backfill may alternatively be used.

Trenches shall not contain pools of water during back filling operations.

The trench shall be completely backfilled and tamped level with the adjacent surface; except that, where sod is to be placed over the trench, the backfilling shall be stopped at a depth equal to the thickness of the sod to be used, with proper allowance for settlement.

Any excess excavated material shall be removed and disposed of per instructions issued by the Engineer.

Backfilling from two direc¬tions will not be allowed. No backfilling will be accomplished without the approval of the Engineer. The Construction Observer will coordinate with the Contractor for advance scheduling of trench inspection.

110-3.6 BACKFILLING FOR DUCT BANKS. After the concrete has cured, the remaining trench shall be backfilled and compacted per Item P-152 "Excavation and Embankment" except that the material used for backfill shall be select material not larger than 4 inches (100 mm) in diameter. In addition to the requirements of P-152, where duct banks are installed under pavement, one moisture/density test per lift shall be made for each 250 linear feet (76 m) of duct bank or one work period's construction, whichever is less.

Flowable backfill ~~may alternatively~~ *shall not* be used.

Trenches shall not contain pools of water during backfilling operations.

The trench shall be completely backfilled and tamped level with the adjacent surface; except that, where sod is to be placed over the trench, the backfilling shall be stopped at a depth equal to the thickness of the sod to be used, with proper allowance for settlement.

Any excess excavated material shall be removed and disposed of per instructions issued by the Engineer.

Backfilling from two direc¬tions will not be allowed. No backfilling will be accomplished without the approval of the Engineer. The Construction Observer will coordinate with the Contractor for advance scheduling of trench inspection.

110-3.7 Restoration. Where sod has been removed, it shall be replaced as soon as possible after the backfilling is completed. All areas disturbed by the work shall be restored to its original condition. The restoration shall include sodding, topsoiling, and seeding shown on the plans *of all disturbed areas.* The Contractor shall be held responsible for maintaining all disturbed surfaces and replacements until final acceptance. All restoration shall be considered incidental to the respective L-110 pay item. Following restoration of all trenching near airport movement surfaces, the Contractor shall thoroughly visually inspect the area for foreign object debris (FOD), and remove any such FOD that is found. This FOD inspection and removal shall be considered incidental to the pay item of which it is a component part.

110-3.8 Clearing of Existing Duct. *Where new cable is to be installed in existing duct, the full length of the duct shall be cleared of debris by mechanical means before the installation of the new cable. Acceptable methods of clearing existing ducts include "hydro-jetting" and "roto-rooting." All existing cables in each re-used duct shall be replaced for the length of the duct and properly spliced in a method approved by the Engineer. Clearing of existing duct banks or conduits is incidental to the cable pay item.*

METHOD OF MEASUREMENT

110-4.1 Underground conduits and duct banks shall be measured by the linear feet (meter) of conduits and duct banks installed, including encasement, locator tape, trenching and backfill with designated material, and for drain lines, the termination at the drainage structure, all measured in place, completed, and accepted. Separate measurement shall be made for the various types and sizes.

BASIS OF PAYMENT

110-5.1 Payment will be made at the contract unit price per linear foot for each type and size of conduit and duct bank completed and accepted, including trench and backfill with the designated material, and, for drain lines, the termination at the drainage structure. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item per the provisions and intent of the plans and specifications.

Payment will be made under:

Item L-110-5.1	Non-Encased Electrical Conduit, 1-Way 2"C - per linear foot
Item L-110-5.2	Concrete Encased Electrical Conduit, 1-Way 2"C – per linear foot

MATERIAL REQUIREMENTS

Advisory Circular (AC) 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-53	Airport Lighting Equipment Certification Program
ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement

ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D1557	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft^3(2,700 kN-m/m^3))
ASTM D2167	Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method
ASTM D2922	Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
NFPA-70	National Electrical Code (NEC)
Underwriters Laboratories Standard 6	Electrical Rigid Metal Conduit - Steel
Underwriters Laboratories Standard 514B	Conduit, Tubing, and Cable Fittings
Underwriters Laboratories Standard 514C	Nonmetallic Outlet Boxes, Flush-Device Boxes, and Covers
Underwriters Laboratories Standard 1242	Electrical Intermediate Metal Conduit Steel
Underwriters Laboratories Standard 651	Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings
Underwriters Laboratories Standard 651A	Type EB and A Rigid PVC Conduit and HDPE Conduit

END OF ITEM L-110

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ITEM L-115 ELECTRICAL MANHOLES AND JUNCTION STRUCTURES

DESCRIPTION

115-1.1 This item shall consist of electrical manholes and junction structures (hand holes, pull boxes, junction cans, etc.) installed per this specification, at the indicated locations and conforming to the lines, grades and dimensions shown on the plans or as required by the Engineer. This item shall include the installation of each electrical manhole and/or junction structures with all associated excavation, backfilling, sheeting and bracing, concrete, reinforcing steel, ladders, appurtenances, testing, dewatering and restoration of surfaces to the satisfaction of the Engineer.

EQUIPMENT AND MATERIALS

115-2.1 GENERAL.

a. All equipment and materials covered by referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when so requested by the Engineer.

b. Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications. Materials supplied and/or installed that do not comply with these specifications shall be removed (when directed by the Engineer) and replaced with materials that comply with these specifications at the Contractor's cost.

c. All materials and equipment used to construct this item shall be submitted to the Engineer for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete any non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment to which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in the project that may accrue directly or indirectly from late submissions or resubmissions of submittals.

d. The data submitted shall be sufficient, in the opinion of the Engineer, to determine compliance with the plans and specifications. The Contractor's submittals shall be neatly bound in a properly sized 3-ring binder, tabbed by specification section. The Engineer reserves the right to reject any and all equipment, materials or procedures that do not meet the system design and the standards and codes, specified in this document.

e. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from the date of final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

f. *Airport lighting equipment and materials shall meet the requirements outlined in Item SS-300.*

115-2.2 CONCRETE STRUCTURES. Cast-in-place concrete structures shall be per the details and dimensions shown on the plans.

Provide precast concrete structures where shown on the plans. Precast concrete structures shall be an approved standard design of the manufacturer. Precast units shall have mortar or bitumastic sealer placed between all joints to make them watertight. The structure shall be designed to withstand maximum aircraft wheel load of 100,000 pounds, unless otherwise shown on the plans. Openings or knockouts shall be provided in the structure as detailed on the plans.

Threaded inserts and pulling eyes shall be cast in as shown.

Precast aircraft rated concrete handholes and galvanized steel covers shall be designed for the following loadings (per AC 150/5320-6):

a. *Handholes covers for 100,000 lb. wheel loads with 250 psi tire pressure.*

b. *For spans of 2 feet or less in the least direction, a uniform live load of 250 psi.*

c. *For spans of 2 feet or greater in the least direction, the design will be based on the number of wheels which will fit the span. Wheel loads of 50,000 to 75,000 lb. should be considered.*

d. *Critical aircraft for use in handhole design (where multiple wheels will fit the span) shall be a Gulfstream G-650.*

If the Contractor chooses to propose a different structural design, signed and sealed shop drawings, design calculations, and other information requested by the Engineer shall be submitted by the Contractor to allow for a full evaluation by the Engineer. The Engineer shall review per the process defined in the General Provisions.

115-2.3 JUNCTION BOXES. Junction boxes shall be L-867 Class 1 (non-load bearing) or L-868 Class 1 (load bearing) airport light bases that are encased in concrete. The light bases shall have a galvanized steel blank cover, gasket, and stainless steel or coated steel hardware per FAA Engineering Brief (EB) #83. Covers shall be 3/8-inch (9-mm) thickness for L-867 and 3/4-inch (19-mm) thickness for L-868.

Cans shall have both internal and external ground lugs. Size (diameter) and depth shall be as specified in the plans.

Galvanized cans shall have an external ground lug for mechanical connection/bolting ground clamps bonding.

115-2.4 MORTAR. The mortar shall be composed of one part of Portland cement and two parts of mortar sand, by volume. The Portland cement shall be per the requirements in ASTM C150, Type I. The sand shall be per the requirements in ASTM C144. Hydrated lime may be added to the mixture of sand and cement in an amount not to exceed 15% of the weight of cement used. The hydrated lime shall meet the requirements of ASTM C6. Water shall be potable, reasonably clean and free of oil, salt, acid, alkali, sugar, vegetable, or other substances injurious to the finished product.

115-2.5 CONCRETE. All concrete used in structures shall conform to the requirements of Item P-610, Structural Portland Cement Concrete.

115-2.6 FRAMES AND COVERS. The frames shall conform to one of the following requirements:

a. ASTM A48 Gray iron castings

b. ASTM A47 Malleable iron castings

c. ASTM A27 Steel castings

d. ASTM A283, Grade D Structural steel for grates and frames

e. ASTM A536 Ductile iron castings

f. ASTM A897 Austempered ductile iron castings

All castings specified shall withstand a maximum tire pressure of 250 psi and maximum load of maximum aircraft wheel load of 100,000 pounds. *See specific requirements in item 115-2.2.*

All castings or structural steel units shall conform to the dimensions shown on the plans and shall be designed to support the loadings specified.

Each frame and cover unit shall be provided with fastening members to prevent it from being dislodged by traffic, but which will allow easy removal for access to the structure.

All castings shall be thoroughly cleaned. After fabrication, structural steel units shall be galvanized to meet the requirements of ASTM A123.

Each cover shall have the word "ELECTRIC" or other approved designation cast on it. Each frame and cover shall be as shown on the plans or approved equivalent. No cable notches are required.

Each manhole shall be provided with a "DANGER -- PERMIT-REQUIRED CONFINED SPACE, DO NOT ENTER" safety warning sign as detailed in the Contract Documents and in accordance with OSHA 1910.146 (c)(2).

Each cover and frame shall be galvanized and have a spring assisted, latching mechanism allowing one individual to open the manhole hinged cover(s) using the recessed lifting handles. Covers shall be secured by stainless steel penta-head bolts.

115-2.7 LADDERS. Ladders, if specified, shall be galvanized steel or as shown on the plans.

115-2.8 REINFORCING STEEL. All reinforcing steel shall be deformed bars of new billet steel meeting the requirements of ASTM A615, Grade 60.

115-2.9 BEDDING/SPECIAL BACKFILL. Bedding or special backfill shall be as shown on the plans.

~~**115-2.10 FLOWABLE BACKFILL.** Flowable material used to backfill shall conform to the requirements of Item P-153, Controlled Low Strength Material.~~

115-2.11 CABLE TRAYS. Cable trays shall be of galvanized steel, plastic, or aluminum. Cable trays shall be located as shown on the plans.

115-2.12 PLASTIC CONDUIT. Plastic conduit shall comply with Item L-110, Airport Underground Electrical Duct Banks and Conduits.

115-2.13 CONDUIT TERMINATORS. Conduit terminators shall be pre-manufactured for the specific purpose and sized as required or as shown on the plans.

115-2.14 PULLING-IN IRONS. Pulling-in irons shall be manufactured with 7/8 inch (22 mm) diameter hot-dipped galvanized steel or stress-relieved carbon steel roping designed for concrete applications (7 strand, ½ inch (12 mm) diameter with an ultimate strength of 270,000 psi (1862 Mpa)). Where stress-relieved carbon steel roping is used, a rustproof sleeve shall be installed at the hooking point and all exposed surfaces shall be encapsulated with a polyester coating to prevent corrosion.

115-2.15 GROUND RODS. Ground rods shall be one piece, copper clad. The ground rods shall be of the length and diameter specified on the plans, but in no case shall they be less than 8 feet (2.4 m) long nor less than 5/8 inch (16 mm) in diameter.

CONSTRUCTION METHODS

115-3.1 UNCLASSIFIED EXCAVATION. It is the Contractor's responsibility to locate existing utilities within the work area prior to excavation. Damage to utility lines, through lack of care in excavating, shall be repaired or replaced to the satisfaction of the Engineer without additional expense to the Owner.

The Contractor shall perform excavation for structures and structure footings to the lines and grades or elevations shown on the plans or as staked by the Engineer. The excavation shall be of sufficient size to permit the placing of the full width and length of the structure or structure footings shown.

All excavation shall be unclassified and shall be considered incidental to the respective L-115 pay item of which it is a component part. Dewatering necessary for L-115 structure installation, erosion and turbidity control, per Federal, state, and local requirements is incidental to its respective pay item as a part of Item L-115. The cost of all excavation regardless of type of material encountered, shall be included in the unit price bid for the L-115 Item.

Boulders, logs and all other objectionable material encountered in excavation shall be removed. All rock and other hard foundation material shall be cleaned of all loose material and cut to a firm surface either level, stepped or serrated, as directed by the Engineer. All seams, crevices, disintegrated rock and thin strata shall be removed. When concrete is to rest on a surface other than rock, special care shall be taken not to disturb the bottom of the excavation. Excavation to final grade shall not be made until just before the concrete or reinforcing is to be placed.

The Contractor shall provide all bracing, sheeting and shoring necessary to implement and protect the excavation and the structure as required for safety or conformance to governing laws. The cost of bracing, sheeting and shoring shall be included in the unit price bid for the structure.

Unless otherwise provided, bracing, sheeting and shoring involved in the construction of this item shall be removed by the Contractor after the completion of the structure. Removal shall be effected in a manner that will not disturb or mar finished masonry. The cost of removal shall be included in the unit price bid for the structure.

After each excavation is completed, the Contractor shall notify the Engineer. Structures shall be placed after the Engineer has approved the depth of the excavation and the suitability of the foundation material.

Prior to installation the Contractor shall provide a minimum of 6 inches (150 mm) of sand or a material approved by the Engineer as a suitable base to receive the structure. The base material shall be compacted and graded level and at proper elevation to receive the structure in proper relation to the conduit grade or ground cover requirements, as indicated on the plans.

115-3.2 CONCRETE STRUCTURES. Concrete structures shall be built on prepared foundations conforming to the dimensions and form indicated on the plans. The concrete and construction methods shall conform to the requirements specified in ~~Item P-610~~ *these contract documents*. Any reinforcement required shall be placed as indicated on the plans and shall be approved by the Engineer before the concrete is placed.

115-3.3 PRECAST UNIT INSTALLATIONS. Precast units shall be installed plumb and true. Joints shall be made watertight by use of sealant at each tongue-and-groove joint and at roof of manhole. Excess sealant shall be removed and severe surface projections on exterior of neck shall be removed.

115-3.4 PLACEMENT AND TREATMENT OF CASTINGS, FRAMES AND FITTINGS. All castings, frames and fittings shall be placed in the positions indicated on the Plans or as directed by the Engineer and shall be set true to line and to correct elevation. If frames or fittings are to be set in concrete or cement mortar, all anchors or bolts shall be in place and position before the concrete or mortar is placed. The unit shall not be disturbed until the mortar or concrete has set.

Field connections shall be made with bolts, unless indicated otherwise. Welding will not be permitted unless shown otherwise on the approved shop drawings and written permission is granted by the casting manufacturer. Erection equipment shall be suitable and safe for the workman. Errors in shop fabrication or deformation resulting from handling and transportation that prevent the proper assembly and fitting of parts shall be reported immediately to the Engineer and approval of the method of correction shall be obtained. Approved corrections shall be made at Contractor's expense.

Anchor bolts and anchors shall be properly located and built into connection work. Bolts and anchors shall be preset by the use of templates or such other methods as may be required to locate the anchors and anchor bolts accurately.

Pulling-in irons shall be located opposite all conduit entrances into structures to provide a strong, convenient attachment for pulling-in blocks when installing cables. Pulling-in irons shall be set directly into the concrete walls of the structure.

115-3.5 INSTALLATION OF LADDERS. Ladders shall be installed such that they may be removed if necessary. Mounting brackets shall be supplied top and bottom and shall be cast in place during fabrication of the structure or drilled and grouted in place after erection of the structure.

115-3.6 REMOVAL OF SHEETING AND BRACING. In general, all sheeting and bracing used to support the sides of trenches or other open excavations shall be withdrawn as the trenches or other open excavations are being refilled. That portion of the sheeting extending below the top of a structure shall be withdrawn, unless otherwise directed, before more than 6 inches (150 mm) of material is placed above the top of the structure and before any bracing is removed. Voids left by the sheeting shall be carefully refilled with selected material and rammed tight with tools especially adapted for the purpose or otherwise as may be approved.

The Engineer may order the Contractor to delay the removal of sheeting and bracing if, in his judgment, the installed work has not attained the necessary strength to permit placing of backfill.

115-3.7 BACKFILLING. After a structure has been completed, the area around it shall be backfilled in horizontal layers not to exceed 6 inches (150 mm) in thickness measured after compaction to the density requirements in Item P-152. Each layer shall be deposited all around the structure to approximately the same elevation. The top of the fill shall meet the elevation shown on the plans or as directed by the Engineer.

Backfill shall not be placed against any structure until permission is given by the Engineer. In the case of concrete, such permission shall not be given until tests made by the laboratory under supervision of the Engineer establish that the concrete has attained sufficient strength to provide a factor of safety against damage or strain in withstanding any pressure created by the backfill or the methods used in placing it.

Where required, the Engineer may direct the Contractor to add, at his own expense, sufficient water during compaction to assure a complete consolidation of the backfill. The Contractor shall be responsible for all damage or injury done to conduits, duct banks, structures, property or persons due to improper placing or compacting of backfill.

115-3.8 CONNECTION OF DUCT BANKS. To relieve stress of joint between concrete-encased duct banks and structure walls, reinforcement rods shall be placed in the structure wall and shall be formed and tied into duct bank reinforcement at the time the duct bank is installed.

115-3.9 GROUNDING. A ground rod shall be installed in the floor of all concrete structures so that the top of rod extends 6 inches (150 mm) above the floor. The ground rod shall be installed within one foot (30 cm) of a corner of the concrete structure. Ground rods shall be installed prior to casting the bottom slab. Where the soil condition does not permit driving the ground rod into the earth without damage to the ground rod, the Contractor shall drill a 4 inch (100 mm) diameter hole into the earth to receive the ground rod. The hole around the ground rod shall be filled throughout its length, below slab, with Portland cement

grout. Ground rods shall be installed in precast bottom slab of structures by drilling a hole through bottom slab and installing the ground rod. Bottom slab penetration shall be sealed watertight with Portland cement grout around the ground rod.

A grounding bus of 4/0 bare stranded copper shall be exothermically bonded to the ground rod and loop the concrete structure walls. The ground bus shall be a minimum of one foot (30 cm) above the floor of the structure and separate from other cables. No. 2 American wire gauge (AWG) bare copper pigtails shall bond the grounding bus to all cable trays and other metal hardware within the concrete structure. Connections to the grounding bus shall be exothermic. If an exothermic weld is not possible, connections to the grounding bus shall be made by using connectors approved for direct burial in soil or concrete per UL 467. Hardware connections may be mechanical, using a lug designed for that purpose.

115-3.10 CLEANUP AND REPAIR. After erection of all galvanized items, damaged areas shall be repaired by applying a liquid cold-galvanizing compound per MIL-P-21035. Surfaces shall be prepared and compound applied per the manufacturer's recommendations.

Prior to acceptance, the entire structure shall be cleaned of all dirt and debris.

115-3.11 RESTORATION. After the backfill is completed, the Contractor shall dispose of all surplus material, dirt and rubbish from the site. The Contractor shall restore all disturbed areas equivalent to or better than their original condition. All sodding, grading and restoration shall be considered incidental to the respective L-115 pay item.

The Contractor shall grade around structures as required to provide positive drainage away from the structure.

Areas with special surface treatment, such as roads, sidewalks, or other paved areas shall have backfill compacted to match surrounding areas, and surfaces shall be repaired using materials comparable to original materials.

Following restoration of all trenching near airport movement surfaces, the Contractor shall thoroughly visually inspect the area for foreign object debris (FOD), and remove any such FOD that is found. This FOD inspection and removal shall be considered incidental to the pay item of which it is a component part.

After all work is completed, the Contractor shall remove all tools and other equipment, leaving the entire site free, clear and in good condition.

115-3.12 INSPECTION. Prior to final approval, the electrical structures shall be thoroughly inspected for conformance with the plans and this specification. Any indication of defects in materials or workmanship shall be further investigated and corrected. The earth resistance to ground of each ground rod shall not exceed 25 ohms. Each ground rod shall be tested using the fall-of-potential ground impedance test per American National Standards Institute / Institute of Electrical and Electronic Engineers (ANSI/IEEE) Standard 81. This test shall be performed prior to establishing connections to other ground electrodes.

~~**115-3.13 MANHOLE ELEVATION ADJUSTMENTS.** The Contractor shall adjust the tops of existing manholes in areas designated in the Contract Documents to the new elevations shown. The Contractor shall be responsible for determining the exact height adjustment required to raise the top of each manhole to the new elevations. The existing top elevation of each manhole to be adjusted shall be determined in the field and subtracted/added from the proposed top elevation.~~

~~The Contractor shall remove/extend the existing top section or ring and cover on the manhole structure or manhole access. The Contractor shall then install precast concrete sections or grade rings of the required dimensions to adjust the manhole top to the new proposed elevation or shall cut the existing manhole~~

~~walls to shorten the existing structure, as required by final grades. Finally, the Contractor shall reinstall the manhole top section or ring and cover on top and check the new top elevation.~~

~~The Contractor shall construct a concrete slab around the top of adjusted structures located in graded areas that are not to be paved. The concrete slab shall conform to the dimensions shown on the plans.~~

115-3.14 DUCT EXTENSION TO EXISTING DUCTS. Where existing concrete encased ducts are to be extended, the duct extension shall be concrete encased plastic conduit. The fittings to connect the ducts together shall be standard manufactured connectors designed and approved for the purpose. The duct extensions shall be installed according to the concrete encased duct detail and as shown on the plans.

METHOD OF MEASUREMENT

115-4.1 Electrical manholes and junction structures shall be measured by each unit completed in place and accepted. The following additional items are specifically included in each unit:

- All Required Excavation, Dewatering
- Sheeting and Bracing
- All Required Backfilling with On-Site Materials
- Restoration of All Surfaces and Finished Grading, Sodding
- All Required Connections
- Dewatering If Required
- Temporary Cables and Connections
- Ground Rod Testing

~~**115-4.2** Manhole elevation adjustments shall be measured by the completed unit installed, in place, completed, and accepted. Separate measurement shall not be made for the various types and sizes.~~

BASIS OF PAYMENT

115-5.1 The accepted quantity of electrical manholes and junction structures will be paid for at the Contract unit price per each, complete and in place. This price shall be full compensation for furnishing all materials and for all preparation, excavation, backfilling and placing of the materials, furnishing and installation of appurtenances and connections to duct banks and other structures as may be required to complete the item as shown on the plans and for all labor, equipment, tools and incidentals necessary to complete the structure.

~~**115-5.2** Payment shall be made at the contract unit price for manhole elevation adjustments. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary, including but not limited to, spacers, concrete, rebar, dewatering, excavating, backfill, topsoil, sodding and pavement restoration, where required, to complete this item as shown in the plans and to the satisfaction of the Engineer.~~

Payment will be made under:

Item L-115-5.1	Precast Concrete Electrical Handhole, Interior Dimensions 2'L x 3'W x 3'D, Installed –Per Each
Item L-115-5.2	*Existing Concrete Encased, Electrical Junction Structure, Removed –Per Each*

MATERIAL REQUIREMENTS

ANSI/IEEE STD 81	IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System
Advisory Circular (AC) 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-26	Specification for L-823 Plug and Receptacle, Cable Connectors
AC 150/5345-42	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-53	Airport Lighting Equipment Certification Program
Commercial Item Description A-A 59544	Cable and Wire, Electrical (Power, Fixed Installation)
ASTM A27	Standard Specification for Steel Castings, Carbon, for General Application
ASTM A47	Standard Specification for Ferritic Malleable Iron Castings
ASTM A48	Standard Specification for Gray Iron Castings
ASTM A123	Standard Specification for Zinc (Hot Dip Galvanized) Coatings on Iron and Steel Products
ASTM A283	Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates
ASTM A536	Standard Specification for Ductile Iron Castings
ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM A897	Standard Specification for Austempered Ductile Iron Castings
ASTM C144	Standard Specification for Aggregate for Masonry Mortar
ASTM C150	Standard Specification for Portland Cement
ASTM C206	Standard Specification for Finishing Hydrated Lime
FAA EB #83	In Pavement Light Fixture Bolts

MIL-P-21035	Paint High Zinc Dust Content, Galvanizing Repair
NFPA-70	National Electrical Code (NEC)

END OF ITEM L-115

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ITEM P-101 SURFACE PREPARATION

DESCRIPTION

101-1.1 This item shall consist of preparation of existing pavement surfaces for overlay, removal of existing pavement, and other miscellaneous items. The work shall be accomplished in accordance with these specifications and the applicable drawings.

EQUIPMENT

101-2.1 All equipment shall be specified hereinafter or as approved by the Engineer. The equipment shall not cause damage to the pavement to remain in place.

CONSTRUCTION

101-3.1 REMOVAL OF EXISTING PAVEMENT

a. Concrete Pavement. The existing concrete pavement to be removed shall be freed from the pavement to remain by sawing through the complete depth of the slab 1 foot inside the perimeter of the final removal limits or outside the dowels, whichever is greater when the limits of removal are located on the joints. The pavement between the perimeter of the pavement removal and the saw cut shall be carefully broken up and removed using hand-held jackhammers, weighing 30 pounds or less, or other light-duty equipment which will not cause distress in the pavement which is to remain in place. The Contractor shall have the option of sawing through the dowels at the joint, removing the pavement and installing new dowels. Where the perimeter of the removal limits is not located on the joint and there are no dowels present, then the perimeter shall be sawcut the full depth of the pavement. The pavement inside the sawcut shall be removed by methods suitable to the Engineer which will not cause distress in the pavement which is to remain in place. If the material is to be wasted on the airport site, it shall be reduced to a maximum size designated by the Engineer. The Contractor's removal operation shall not cause damage to cables, utility ducts, pipelines, or drainage structures under the pavement. Concrete slabs that are damaged by under breaking shall be removed. Any damage shall be repaired at the Contractor's expense.

~~**b. Asphalt Concrete Pavement.** Asphalt concrete pavement to be removed shall be cut to the full depth of the bituminous material around the perimeter of the area to be removed. The pavement shall be removed so the joint for each layer of pavement replacement is offset 1 foot from the joint in the preceding layer. This does not apply if the removed pavement is to be replaced with concrete or soil. If the material is to be wasted on the airport site, it shall be [broken to a maximum size of [_____] inches] [meet the following gradation:[___]].~~

c. ***Disposal.*** *All existing pavement removed shall be disposed of off-site. All hauling will be considered a necessary and incidental part of the work. Its costs shall be considered by the Contractor and included in the contract unit price for the pay items of work involved. No payment will be made separately or directly for hauling on any part of the work.*

~~**101-3.2 PREPARATION OF JOINTS AND CRACKS.** Remove all vegetation and debris from cracks to a minimum depth of 1 inch. If extensive vegetation exists treat the specific area with a concentrated solution of a water-based herbicide approved by the Engineer. Fill all cracks, ignoring hairline cracks (< 1/4 inch wide) with a crack sealant per ASTM D6690. Wider cracks (over 1-1/2 inch wide) along with soft or sunken spots, indicate that the pavement or the pavement base should be repaired or replaced as stated below. Any excess joint or crack sealer on the surface of the pavement shall also be removed from the pavement surface.~~

Cracks and joints may be filled with a mixture of emulsified asphalt and aggregate. The aggregate shall consist of limestone, volcanic ash, sand, or other material that will cure to form a hard substance. The combined gradation shall be as shown in the following table.

Gradation

Sieve Size	Percent Passing
No. 4	100
No. 8	90-100
No. 16	65-90
No. 30	40-60
No. 50	25-42
No. 100	15-30
No. 200	10-20

Up to 3% cement can be added to accelerate the set time. The mixture shall not contain more than 20% natural sand without approval in writing from the Engineer.

The proportions of asphalt emulsion and aggregate shall be determined in the field and may be varied to facilitate construction requirements. Normally, these proportions will be approximately one part asphalt emulsion to five parts aggregate by volume. The material shall be poured or placed into the joints or cracks and compacted to form a voidless mass. The joint or crack shall be filled within 0 to 1/8 inches (0-3 mm) of the surface. Any material spilled outside the width of the joint shall be removed from the pavement surface prior to constructing the overlay. Where concrete overlays are to be constructed, only the excess joint material on the pavement surface and vegetation in the joints need to be removed.

101-3.3 REMOVAL OF PAINT AND RUBBER. All paint and rubber over one foot wide that will affect the bond of the new overlay shall be removed from the surface of the existing pavement. Chemicals, high-pressure water, heater scarifier (asphaltic concrete only), cold milling, or sandblasting may be used. Any methods used shall not cause major damage to the pavement. Major damage is defined as changing the properties of the pavement or removing pavement over 1/8 inch deep. If chemicals are used, they shall comply with the state's environmental protection regulations. No material shall be deposited on the runway shoulders. All wastes shall be disposed of in areas indicated in this specification or shown on the plans.

101-3.4 CONCRETE SPALL OR FAILED ASPHALTIC CONCRETE PAVEMENT REPAIR.

a. Repair of Concrete Spalls in Areas to be Overlaid with Asphalt. The Contractors shall repair all spalled concrete as shown on the plans or as directed by the Engineer. The perimeter of the repair shall be sawcut a minimum of 2 inches outside the affected area and 2 inches deep. The deteriorated material shall be removed to a depth where the existing material is firm or cannot be easily removed with a geologist pick. The removed area shall be filled with asphaltic concrete with a minimum Marshall stability of 1,200 lbs. and maximum flow of 20 (units of 0.01 in). The material shall be compacted with equipment approved by the Engineer until the material is dense and no movement or marks are visible. The material shall not be placed in lifts over 4 inches in depth. This method of repair applies only to pavement to be overlaid.

b. Asphaltic Concrete Pavement Repair. The failed areas shall be removed as specified in paragraph 101-3.1b. All failed material including surface, base course, subbase course, and subgrade shall be removed. The base course and subbase shall be replaced if it has been infiltrated with clay, silt, or other material affecting the load-bearing capacity. Materials and methods of construction shall comply with the other applicable sections of this specification.

~~**101-3.5 COLD MILLING.** Milling shall be performed with a power-operated milling machine or grinder, capable of producing a finished surface that provides a good bond to the new overlay. The milling machine or grinder shall operate without tearing or gouging the under-laying surface. The milling machine or grinder shall be equipped with automatic grade and slope controls. All millings shall be removed and disposed off Airport property, unless otherwise specified. If the Contractor mills or grinds deeper or wider than the plans specify, the Contractor shall replace the material that was removed with new material at no additional cost to the Owner.~~

~~**a. Patching.** The milling machine shall be capable of cutting a vertical edge without chipping or spalling the edges of the remaining pavement and it shall have a positive method of controlling the depth of cut. The Engineer shall layout the area to be milled with a straightedge in increments of 1 foot widths. The area to be milled shall cover only the failed area. Any excessive area that is milled because the Contractor doesn't have the appropriate milling machine, or areas that are damaged because of his negligence, shall not be included in the measurement for payment.~~

~~**b. Profiling, Grade Correction, or Surface Correction.** The milling machine shall have a minimum width of [7] feet and it shall be equipped with electronic grade control devices that will cut the surface to the grade and tolerances specified. The machine shall cut vertical edges. A positive method of dust control shall be provided. The machine shall have the ability to remove the millings or cuttings from the pavement and load them into a truck.~~

~~**c. Clean-up.** The Contractor shall sweep the milled surface daily and immediately after the milling until all residual aggregate and fines are removed from the pavement surface. Prior to paving, the Contractor shall wet down the milled pavement and thoroughly sweep and/or blow the surface to remove any remaining aggregate or fines.~~

~~**101-3.6 PREPARATION OF ASPHALT PAVEMENT SURFACES.** Existing asphalt pavements indicated to be treated with a surface treatment shall be prepared as follows:~~

~~**a.** Patch asphalt pavement surfaces that have been softened by petroleum derivatives or have failed due to any other cause. Remove damaged pavement to the full depth of the damage and replace with new asphalt concrete similar to that of the existing pavement in accordance with paragraph 101-3.4.~~

~~**b.** Repair joints and cracks in accordance with paragraph 101-3.2.~~

~~**c.** Remove oil or grease that has not penetrated the asphalt pavement by scraping or by scrubbing with a detergent, then wash thoroughly with clean water. After cleaning, treat these areas with an oil spot primer.~~

~~**d.** Clean pavement surface immediately prior to placing the surface treatment by sweeping, flushing well with water leaving no standing water, or a combination of both, so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film.~~

101-3.7 MAINTENANCE. The Contractor shall perform all maintenance work necessary to keep the pavement in a satisfactory condition until the full section is complete and accepted by the Engineer. The surface shall be kept clean and free from foreign material. The pavement shall be properly drained at all times. If cleaning is necessary or if the pavement becomes disturbed, any work repairs necessary shall be performed at the Contractor's expense.

101-3.8 PREPARATION OF JOINTS IN RIGID PAVEMENT.

101-3.8.1 Removal of Existing Joint Sealant. All existing joint sealants will be removed by plowing or use of hand tools. Any remaining sealant and or debris will be removed by use of wire brushes or other tools as necessary. Resaw joints removing no more than 1/16 inch from each joint face. Immediately after

sawing, flush out joint with water and other tools as necessary to completely remove the slurry. Allow sufficient time to dry out joints prior to sealing.

101-3.8.2 Cleaning Prior to Sealing. Immediately before sealing, joints shall be cleaned by removing any remaining laitance and other foreign material. Clean joints by sandblasting, or other method approved by the Engineer, on each joint face with nozzle held at an angle and not more than three inches from face. Following sandblasting, clean joints with air free of oil and water. Joint surfaces will be surface-dry prior to installation of sealant.

~~**101-3.9 PREPARATION OF CRACKS IN FLEXIBLE PAVEMENT.**~~

~~**101-3.9.1 Preparation of Crack.** Widen crack with router or random crack saw by removing a minimum of 1/16 inch from each side of crack. Immediately before sealing, joints will be blown out with a hot air lance combined with oil and water-free compressed air.~~

~~**101-3.9.2 Removal of Existing Sealant**. Existing sealants will be removed by routing or random crack saw. Following routing or sawing any remaining debris will be removed by use of a hot lance combined with oil and water-free compressed air.~~

METHOD OF MEASUREMENT

101-4.1 PAVEMENT REMOVAL. The unit of measurement for pavement removal shall be the number of square yards removed by the Contractor. Any pavement removed outside the limits of removal because the pavement was damaged by negligence on the part of the Contractor shall not be included in the measurement for payment.

~~**101-4.2 JOINT AND CRACK REPAIR.** The unit of measurement for joint and crack repair shall be the linear foot of joint.~~

~~**101-4.3 PAINT AND RUBBER REMOVAL.** The unit of measurement for paint and rubber removal shall be the square foot.~~

~~**101-4.4 SPALLED AND FAILED ASPHALTIC CONCRETE PAVEMENT REPAIR.**~~

~~**a.** The unit of measure for concrete spall repair shall be the number of square feet. The location and average depth of the patch shall be determined and agreed upon by the Engineer and the Contractor.~~

~~**b.** The unit of measure for failed asphaltic concrete pavement shall be square feet.~~

~~**101-4.5 COLD MILLING.** The unit of measure for cold milling shall be [___] inches of milling per square yard. The location and average depth of the cold milling shall be determined and agreed to by the Engineer and the Contractor prior to beginning the work. If the initial cut doesn't correct the condition and surface correction is required, the Contractor shall re-mill the area and will be paid only once for the total depth of milling.~~

BASIS OF PAYMENT

101-5.1 PAYMENT. Payment shall be made at contract unit price for the unit of measurement as specified above. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Item P-101-5.1	Concrete Pavement Removal—per Square Yard

MATERIAL REQUIREMENTS

ASTM D6690	Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements

END OF ITEM P-101

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ITEM P-152 EXCAVATION, SUBGRADE, AND EMBANKMENT

DESCRIPTION

152-1.1 This item covers excavation, disposal, placement, and compaction of all materials within the limits of the work required to construct safety areas, runways, taxiways, aprons, and intermediate areas as well as other areas for drainage, building construction, parking, or other purposes in accordance with these specifications and in conformity to the dimensions and typical sections shown on the plans.

152-1.2 CLASSIFICATION. All material excavated shall be classified as defined below:

a. Unclassified Excavation. Unclassified excavation shall consist of the excavation and disposal of all material, regardless of its nature which is not otherwise classified and paid for under one of the following items.

~~**b. Rock Excavation.** Rock excavation shall include all solid rock in ledges, in bedded deposits, in unstratified masses, and conglomerate deposits which are so firmly cemented they cannot be removed without blasting or using rippers. All boulders containing a volume of more than 1/2 cubic yard will be classified as "rock excavation."~~

c. Muck Excavation. Muck excavation shall consist of the removal and disposal of deposits or mixtures of soils and organic matter not suitable for foundation material. Muck shall include materials that will decay or produce subsidence in the embankment. It may consist of decaying stumps, roots, logs, humus, or other material not satisfactory for incorporation in the embankment.

~~**d. Drainage Excavation.** Drainage excavation shall consist of all excavation made for the primary purpose of drainage and includes drainage ditches, such as intercepting, inlet or outlet ditches; temporary levee construction; or any other type as shown on the plans.~~

e. Borrow Excavation. Borrow excavation shall consist of approved material required for the construction of embankments or for other portions of the work in excess of the quantity of *potentially* usable material available from required excavations. Borrow material shall be obtained from areas designated by the Engineer within the limits of the airport property but outside the normal limits of necessary grading, or from areas outside the airport boundaries.

152-1.3 Unsuitable Excavation. Any material containing vegetable or organic matter, such as muck, peat, organic silt, or sod shall be considered unsuitable for use in embankment construction. Material, suitable for topsoil may be used on the embankment slope when approved by the Engineer. *Material not considered by the Engineer to be suitable for use on the embankment slope shall be disposed of off-site or as directed by the Engineer. Existing subgrade beneath proposed pavement that does not meet the soil requirements of Item P-301 will be considered as unsuitable excavation. Undercutting of material unsatisfactory for subgrade foundation, roads, shoulders, or areas intended for turfing shall be considered unsuitable excavation and shall be excavated to the depth specified by the Engineer below the subgrade.*

CONSTRUCTION METHODS

152-2.1 General. Before beginning excavation, grading, and embankment operations in any area, the area shall be completely cleared and grubbed in accordance with Item P-151.

The suitability of material to be placed in embankments shall be subject to approval by the Engineer. All unsuitable material shall be disposed of in waste areas shown on the plans. All waste areas shall be graded to allow positive drainage of the area and of adjacent areas. The surface elevation of waste areas shall not extend above the surface elevation of adjacent usable areas of the airport, unless specified on the plans or approved by the Engineer.

When the Contractor's excavating operations encounter artifacts of historical or archaeological significance, the operations shall be temporarily discontinued and the Engineer notified per subsection 70-20 *of the General Provisions*. At the direction of the Engineer, the Contractor shall excavate the site in such a manner as to preserve the artifacts encountered and allow for their removal. Such excavation will be paid for as extra work.

Those areas outside of the limits of the pavement areas where the top layer of soil material has become compacted by hauling or other Contractor activities shall be scarified and disked to a depth of 4 inches, to loosen and pulverize the soil.

If it is necessary to interrupt existing surface drainage, sewers or under-drainage, conduits, utilities, or similar underground structures, the Contractor shall be responsible for and shall take all necessary precautions to preserve them or provide temporary services. When such facilities are encountered, the Contractor shall notify the Engineer, who shall arrange for their removal if necessary. The Contractor, at his or her expense, shall satisfactorily repair or pay the cost of all damage to such facilities or structures that may result from any of the Contractor's operations during the period of the contract.

152-2.2 EXCAVATION. No excavation shall be started until the work has been staked out by the Contractor and the Engineer has obtained from the Contractor the survey notes of the elevations and measurements of the ground surface. All areas to be excavated shall be stripped of vegetation and topsoil. Topsoil shall be stockpiled for future use in areas designated on the plans or by the Engineer. All suitable excavated material shall be used in the formation of embankment, subgrade, or other purposes shown on the plans. All unsuitable material shall be disposed of as *described in paragraph 152-1.3* ~~shown on the plans.~~

When the volume of the excavation exceeds that required to construct the embankments to the grades indicated, the excess shall be used to grade the areas of ultimate development or disposed as directed by the Engineer. When the volume of excavation is not sufficient for constructing the embankments to the grades indicated, the deficiency shall be obtained from borrow areas.

The grade shall be maintained so that the surface is well drained at all times. When necessary, temporary drains and drainage ditches shall be installed to intercept or divert surface water that may affect the work.

a. Selective Grading. When *the quality of material varies significantly* ~~selective grading is indicated on the plans~~, the more suitable material designated by the Engineer shall be used in constructing the embankment or in capping the pavement subgrade. If, at the time of excavation, it is not possible to place this material in its final location, it shall be stockpiled in approved areas. ~~so that it can be measured for payment as specified in paragraph 152-3.3~~. *Selective grading will not be measured for separate payment but will be considered subsidiary to "Unclassified Excavation".*

b. Undercutting. Rock, shale, hardpan, loose rock, boulders, or other material unsatisfactory for safety areas, subgrades, roads, shoulders, or any areas intended for turf shall be excavated to a minimum depth of 12 inches below the subgrade or to the depth specified by the Engineer. Muck, peat, matted roots, or other yielding material, unsatisfactory for subgrade foundation, shall be removed to the depth specified. Unsuitable materials shall be disposed off the airport. The cost is incidental to this item *disposed of as directed in paragraph 152-1.3*. This excavated material shall be paid for at the contract unit price per cubic yard for **unsuitable excavation.** The excavated area shall be backfilled with suitable material obtained from the grading operations or borrow areas and compacted to specified densities. The necessary backfill will constitute a *necessary part of Unsuitable Excavation* ~~part of the embankment~~. Where rock cuts are made, backfill with select material. Any pockets created in the rock surface shall be drained *as directed by the Engineer* ~~in accordance with the details shown on the plans.~~

c. Overbreak. Overbreak, including slides, is that portion of any material displaced or loosened beyond the finished work as planned or authorized by the Engineer. All overbreak shall be graded or removed by the Contractor and disposed of as directed by the Engineer. The Engineer shall determine if

the displacement of such material was unavoidable and his or her decision shall be final. Payment will not be made for the removal and disposal of overbreak that the Engineer determines as avoidable. Unavoidable overbreak will be classified as "Unclassified Excavation."

d. Removal of Utilities. The removal of *some* existing structures and utilities required to permit the orderly progress of work *may* ~~will~~ be accomplished by someone other than the Contractor; for example, the utility unless otherwise shown on the plans. All existing foundations shall be excavated at least 2 feet below the top of subgrade or as indicated on the plans, and the material disposed of as directed by the Engineer. All foundations thus excavated shall be backfilled with suitable material and compacted as specified. *All work associated with the excavation, removal, backfill, disposal, and/or stockpiling of existing structures and culverts will not be measured for separate payment but will be considered subsidiary to "Unclassified Excavation".*

e. Compaction Requirements. The subgrade under areas to be paved shall be compacted to a depth of **8** and to a density of not less than **95** percent of the maximum density as determined by ASTM **D1557.** The material to be compacted shall be within ~~+/- 2~~ *-1% to +4%* ~~percent~~ of optimum moisture content before rolled to obtain the prescribed compaction (except for expansive soils).

The In-place field density shall be determined in accordance with ASTM D1556 or ASTM D2167. Stones or rock fragments larger than 4 inches in their greatest dimension will not be permitted in the top 6 inches of the subgrade. The finished grading operations, conforming to the typical cross-section, shall be completed and maintained at least 1,000 feet ahead of the paving operations or as directed by the Engineer.

All loose or protruding rocks on the back slopes of cuts shall be pried loose or otherwise removed to the slope finished grade line. All cut-and-fill slopes shall be uniformly dressed to the slope, cross-section, and alignment shown on the plans or as directed by the Engineer.

Blasting will not be permitted.

e. Proof Rolling. After compaction is completed, the subgrade area shall be proof rolled with a heavy pneumatic-tired roller having four or more tires abreast, each tire loaded to a minimum of 30,000 pounds and inflated to a minimum of 125 psi in the presence of the Engineer. Apply a minimum of **2** coverages, or as specified by the Engineer, to all paved areas. A coverage is defined as the application of one tire print over the designated area. Soft areas of subgrade that deflect more than 1 inch or show permanent deformation greater than 1 inch shall be removed and replaced with suitable material or reworked to conform to the moisture content and compaction requirements in accordance with these specifications.

152-2.3 BORROW EXCAVATION. ~~Borrow areas within the airport property are indicated on the plans. Borrow excavation shall be made only at these designated locations and within the horizontal and vertical limits as staked or as directed by the Engineer.~~

When borrow sources are outside the boundaries of the airport property, it shall be the Contractor's responsibility to locate and obtain the borrow sources, subject to the approval of the Engineer. The Contractor shall notify the Engineer at least 15 days prior to beginning the excavation so necessary measurements and tests can be made. All borrow pits shall be opened up to expose the various strata of acceptable material to allow obtaining a uniform product. All unsuitable material shall be disposed of by the Contractor. Borrow pits shall be excavated to regular lines to permit accurate measurements, and they shall be drained and left in a neat, presentable condition with all slopes dressed uniformly.

152-2.4 DRAINAGE EXCAVATION. Drainage excavation shall consist of excavating for drainage ditches such as intercepting; inlet or outlet ditches; for temporary levee construction; or for any other type as designed or as shown on the plans. The work shall be performed in sequence with the other construction. Intercepting ditches shall be constructed prior to starting adjacent excavation operations. All satisfactory material shall be placed in embankment fills; unsuitable material shall be placed in designated waste

areas or as directed by the Engineer. All necessary work shall be performed true to final line, elevation, and cross-section. The Contractor shall maintain ditches constructed on the project to the required cross-section and shall keep them free of debris or obstructions until the project is accepted.

152-2.5 PREPARATION OF EMBANKMENT AREA. Where an embankment is to be constructed to a height of 4 feet or less, all sod and vegetative matter shall be removed from the surface upon which the embankment is to be placed. The cleared surface shall be broken up by plowing or scarifying to a minimum depth of 6 inches and shall then be compacted as indicated in paragraph 152-2.6.

When the height of fill is greater than 4 feet, sod not required to be removed shall be thoroughly disked and recompacted to the density of the surrounding ground before construction of embankment.

Sloped surfaces steeper than one (1) vertical to four (4) horizontal shall be plowed, stepped, benched, or broken up so that the fill material will bond with the existing material. When the subgrade is part fill and part excavation or natural ground, the excavated or natural ground portion shall be scarified to a depth of 12 inches and compacted as specified for the adjacent fill.

No direct payment shall be made for the work performed under this section. The necessary clearing and grubbing and the quantity of excavation removed will be paid for under the respective items of work.

152-2.6 FORMATION OF EMBANKMENTS. Embankments shall be formed in successive horizontal layers of not more than 8 inches in loose depth for the full width of the cross-section, unless otherwise approved by the Engineer.

The layers shall be placed, to produce a soil structure as shown on the typical cross-section or as directed by the Engineer. Materials such as brush, hedge, roots, stumps, grass and other organic matter, shall not be incorporated or buried in the embankment.

Earthwork operations shall be suspended at any time when satisfactory results cannot be obtained because of rain, freezing, or other unsatisfactory weather conditions in the field. Frozen material shall not be placed in the embankment nor shall embankment be placed upon frozen material. Material shall not be placed on surfaces that are muddy, frozen, or contain frost. The Contractor shall drag, blade, or slope the embankment to provide surface drainage at all times.

The material in each layer shall be within +/-2 percent of optimum moisture content before rolling to obtain the prescribed compaction. To achieve a uniform moisture content throughout the layer, the material shall be moistened or aerated as necessary. Samples of all embankment materials for testing, both before and after placement and compaction, will be taken for each **1000 SY of material placed per layer**. Based on these tests, the Contractor shall make the necessary corrections and adjustments in methods, materials or moisture content to achieve the specified embankment density.

Rolling operations shall be continued until the embankment is compacted to not less than 95% of maximum density for noncohesive soils, and 90% of maximum density for cohesive soils as determined by ASTM D1557. Under all areas to be paved, the embankments shall be compacted to a depth of 8 inches and to a density of not less than **95%** percent of the maximum density as determined by ASTM **D1557**.

On all areas outside of the pavement areas, no compaction will be required on the top 4 inches.

The in-place field density shall be determined in accordance with ASTM D1556 or ASTM D2167.

Compaction areas shall be kept separate, and no layer shall be covered by another layer until the proper density is obtained.

During construction of the embankment, the Contractor shall route all construction equipment evenly over the entire width of the embankment as each layer is placed. Layer placement shall begin in the deepest portion of the embankment fill. As placement progresses, the layers shall be constructed approximately parallel to the finished pavement grade line.

When rock and other embankment material are excavated at approximately the same time, the rock shall be incorporated into the outer portion of the embankment and the other material shall be incorporated under the future paved areas. Stones or fragmentary rock larger than 4 inches in their greatest dimensions will not be allowed in the top 6 inches of the subgrade. Rockfill shall be brought up in layers as specified or as directed by the Engineer and the finer material shall be used to fill the voids with forming a dense, compact mass. Rock or boulders shall not be disposed of outside the excavation or embankment areas, except at places and in the manner designated on the plans or by the Engineer.

When the excavated material consists predominantly of rock fragments of such size that the material cannot be placed in layers of the prescribed thickness without crushing, pulverizing or further breaking down the pieces, such material may be placed in the embankment as directed in layers not exceeding 2 feet in thickness. Each layer shall be leveled and smoothed with suitable equipment by distribution of spalls and finer fragments of rock. The layer shall not be constructed above an elevation 4 feet below the finished subgrade.

There will be no separate measurement of payment for compacted embankment. All costs incidental to placing in layers, compacting, discing, watering, mixing, sloping, and other operations necessary for construction of embankments will be included in the contract price for excavation, borrow, or other items.

152-2.7 FINISHING AND PROTECTION OF SUBGRADE. After the subgrade is substantially complete, the Contractor shall remove any soft or other unstable material over the full width of the subgrade that will not compact properly. All low areas, holes or depressions in the subgrade shall be brought to grade with suitable select material. Scarifying, blading, rolling and other methods shall be performed to provide a thoroughly compacted subgrade shaped to the lines and grades shown on the plans.

Grading of the subgrade shall be performed so that it will drain readily. The Contractor shall protect the subgrade from damage and limit hauling over the finished subgrade to only traffic essential for construction purposes. All ruts or rough places that develop in the completed subgrade shall be graded and recompacted.

No subbase, base, or surface course shall be placed on the subgrade until the subgrade has been approved by the Engineer.

152-2.8 HAUL. All hauling will be considered a necessary and incidental part of the work. The Contractor shall include the cost in the contract unit price for the pay of items of work involved. No payment will be made separately or directly for hauling on any part of the work.

152-2.9 TOLERANCES. In those areas upon which a subbase or base course is to be placed, the top of the subgrade shall be of such smoothness that, when tested with a 12-foot straightedge applied parallel and at right angles to the centerline, it shall not show any deviation in excess of 1/2 inch, or shall not be more than 0.05 feet from true grade as established by grade hubs. Any deviation in excess of these amounts shall be corrected by loosening, adding, or removing materials; reshaping; and recompacting.

On safety areas, intermediate and other designated areas, the surface shall be of such smoothness that it will not vary more than 0.10 feet from true grade as established by grade hubs. Any deviation in excess of this amount shall be corrected by loosening, adding or removing materials, and reshaping.

152-2.10 TOPSOIL. When topsoil is specified or required as shown on the plans or under Item T-905, it shall be salvaged from stripping or other grading operations. The topsoil shall meet the requirements of Item T-905. If, at the time of excavation or stripping, the topsoil cannot be placed in its final section of

finished construction, the material shall be stockpiled at approved locations. Stockpiles shall not be placed within **500** feet of runway pavement or **250** feet of taxiway pavement and shall not be placed on areas that subsequently will require any excavation or embankment fill. If, in the judgment of the Engineer, it is practical to place the salvaged topsoil at the time of excavation or stripping, the material shall be placed in its final position without stockpiling or further rehandling.

Upon completion of grading operations, stockpiled topsoil shall be handled and placed as directed, or as required in Item T-905.

No direct payment will be made for topsoil under Item P-152. The quantity removed and placed directly or stockpiled shall be paid for at the contract unit price per cubic yard for "Unclassified Excavation."

When stockpiling of topsoil and later rehandling of such material is directed by the Engineer, the material so rehandled shall be paid for at the contract unit price per cubic yard for "topsoiling," as provided in Item T-905.

METHOD OF MEASUREMENT

152-3.1 ~~The quantity of excavation to be paid for shall be the number of cubic yards measured in its original position. Measurement shall not include the quantity of materials excavated without authorization beyond normal slope lines, or the quantity of material used for purposes other than those directed.~~ *Measurement of excavation shall be based on **plan quantities**. These quantities are believed to be correct and shall be utilized for final excavation quantity payment not withstanding any adjustments to the project by written direction of the Engineer. Should the contractor find discrepancies and/or errors, he/she shall bring the discrepancy and/or error to the attention of the Engineer immediately and corrections shall be made to the quantity of excavation to be paid for by change order. No adjustment has been made to the plan quantities for the construction or demolition of existing drainage structures. The Contractor shall make his own determination as to the amount of unsuitable excavated material which may be encountered and the resulting additional borrow material required for the construction of the embankment.*

152-3.2 Borrow material shall be paid for on the basis of the number of cubic yards measured in its original position at the borrow pit.

~~**152-3.3** Stockpiled material shall be paid for on the basis of the number of cubic yards measured in the stockpiled position as soon as the material has been stockpiled.~~

152-3.4 For payment specified by the cubic yard, measurement for all excavation shall be computed by the average end area method. The end area is that bound by the original ground line established by field cross-sections and the final theoretical pay line established by
excavation cross-sections shown on the plans, subject to verification by the Engineer. After completion of all excavation operations and prior to the placing of base or subbase material, the final excavation shall be verified by the Engineer by means of field cross-sections taken randomly at intervals not exceeding 500 linear feet.

152-3.5 The quantity of Unclassified Excavation shall be the number of cubic yards measured in its final position.

In cut sections, the additional cut required to construct the topsoil layer to the plan grade has not been measured and will not be measured for separate payment but will be subsidiary to "Unclassified Excavation". In fill sections, the additional fill required to replace the stripped material has not been measured and will not be measured for payment but will be subsidiary to "Unclassified Excavation".

No allowance has been made in the measurement for shrink/swell. The Contractor shall make his own determination as to the amount of shrink/swell involved in the construction of the embankment.

The Contractor shall make his own determination as to the suitability of the excavated material to be placed in embankments and the resulting additional off-site material required for the construction of the embankment.

***152-3.6** Unsuitable excavation shall be measured from the surface of the ground, after stripping has been accomplished, or from the bottom of the planned excavation, to the depth of the excavation as directed by the Engineer. Measurements will be taken by the Contractor, and the volume of excavation will be calculated by the average end area method. The necessary refilling of unsuitable areas will be measured as "Unsuitable Excavation". Only that amount of excavation directed by the Engineer will be measured for payment.*

BASIS OF PAYMENT

~~**152-4.1** "Unclassified excavation" payment shall be made at the contract unit price per cubic yard. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.~~

~~**152-4.2** "Rock Excavation" payment shall be made at the contract unit price per cubic yard. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.~~

~~**152-4.3** "Muck Excavation" payment shall be made at the contract unit price per cubic yard. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.~~

~~**152-4.4** "Drainage Excavation" payment shall be made at the contract unit price per cubic yard. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.~~

152-4.5 "Borrow Excavation" payment shall be made at the contract unit price per cubic yard. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.

~~**152-4.6** "Stockpiled Material" payment shall be made at the contract unit price per cubic yard. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.~~

152-4.1 For Unclassified Excavation, payment shall be made at the contract unit price per cubic yard. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.

***152-4.2** Unsuitable excavation shall be paid for at the contract unit price bid per cubic yard for "Unsuitable Excavation", which price shall be full compensation for all excavation; for disposal or placement of unsuitable material (in accordance with section 152-1.3), including loading, hauling, spreading, and compaction; for compaction and preparation of subgrade; for the refilling, rolling, and compaction of all undercut areas; and for all equipment, tools, labor, and incidentals necessary to complete the work.*

Payment will be made under:

~~Item P-152-4.1 Unclassified Excavation—per Cubic Yard~~

~~Item P-152-4.2 Rock Excavation— per Cubic Yard~~

~~Item P-152-4.3 Muck Excavation—per Cubic Yard~~

~~Item P-152-4.4 Drainage Excavation—per Cubic Yard~~

~~Item P-152-4.5 Borrow Excavation—per Cubic Yard~~

~~Item P-152-4.6 Stockpiled Material—per Cubic Yard~~

Item P-152-4.1 Unclassified Excavation— per Cubic Yard

Item P-152-4.2 Borrow Excavation— per Cubic Yard

Item P-152-4.3 Unsuitable Excavation—per Cubic Yard

TESTING REQUIREMENTS

ASTM D698 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft^3)

ASTM D1556 Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method

ASTM D1557 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft^3)

ASTM D2167 Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method

ASTM D6938 Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

END OF ITEM P-152

ITEM P-156 TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL

DESCRIPTION

156-1.1 This item shall consist of temporary control measures as shown on the plans or as ordered by the Engineer during the life of a contract to control water pollution, soil erosion, and siltation through the use of silt fences, berms, dikes, dams, sediment basins, fiber mats, gravel, mulches, grasses, slope drains, and other erosion control devices or methods.

The temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measures specified as part of this contract to the extent practical to assure economical, effective, and continuous erosion control throughout the construction period.

Temporary control may include work outside the construction limits such as borrow pit operations, equipment and material storage sites, waste areas, and temporary plant sites.

Temporary control measures shall be design, installed and maintained to minimize the creation of wildlife attractants that have the potential to attract hazardous wildlife on or near public-use airports.

156-1.2 *This item covers the application of Temporary Erosion Control items at locations shown on the Plans, as directed by the Engineer, and as required for permit compliance, and the* ***requirement*** *of the Contractor to produce, execute, and maintain a specific Storm Water Pollution Prevention Plan (SWPPP) for the project. The Contractor will also be required to request and obtain all necessary federal, state, and local permits. The temporary erosion control measures shown in the Plans do* ***not*** *represent the extent of work and coordination required by the Contractor under this item.*

MATERIALS

156-2.1 GRASS. Grass that will not compete with the grasses sown later for permanent cover per Item T-901 shall be a quick-growing species (such as ryegrass, Italian ryegrass, or cereal grasses) suitable to the area providing a temporary cover. Selected grass species shall not create a wildlife attractant.

~~**156-2.2 MULCHES.** Mulches may be hay, straw, fiber mats, netting, bark, wood chips, or other suitable material reasonably clean and free of noxious weeds and deleterious materials per ItemT-908. Mulches shall not create a wildlife attractant.~~

156-2.3 FERTILIZER. Fertilizer shall be a standard commercial grade and shall conform to all Federal and state regulations and to the standards of the Association of Official Agricultural Chemists.

156-2.4 SLOPE DRAINS. Slope drains may be constructed of pipe, fiber mats, rubble, Portland cement concrete, bituminous concrete, or other materials that will adequately control erosion.

156-2.5 SILT FENCE. The silt fence shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life. Silt fence shall meet the requirements of ASTM D6461

156-2.6 OTHER. All other materials shall ~~meet commercial grade standards and shall be approved by the Engineer before being incorporated into the project~~ *be in accordance with TEXAS DEPARTMENT OF TRANSPORTATION ITEM 506 – TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS of the Standard Specifications, except as modified or augmented herein. Heavy Duty silt fencing (with welded wire in the fabric) may be required on steep slopes if the Engineer determines that the silt fence used by the Contractor is not performing satisfactory.*

CONSTRUCTION REQUIREMENTS

156-3.1 GENERAL. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other Federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.

~~The Engineer shall be responsible for assuring compliance to the extent that construction practices, construction operations, and construction work are involved.~~

156-3.2 SCHEDULE. Prior to the start of construction, the Contractor shall submit schedules for accomplishment of temporary and permanent erosion control work for clearing and grubbing; grading; construction; paving; and structures at watercourses. The Contractor shall also submit a proposed method of erosion and dust control on haul roads and borrow pits and a plan for disposal of waste materials. Work shall not be started until the erosion control schedules and methods of operation for the applicable construction have been accepted by the Engineer.

156-3.3 CONSTRUCTION DETAILS. The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in the accepted schedule. Except where future construction operations will damage slopes, the Contractor shall perform the permanent seeding and mulching and other specified slope protection work in stages, as soon as substantial areas of exposed slopes can be made available. Temporary erosion and pollution control measures will be used to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.

Where erosion may be a problem, clearing and grubbing operations should be scheduled and performed so that grading operations and permanent erosion control features can follow immediately if project conditions permit; otherwise, temporary erosion control measures may be required.

The Engineer shall limit the area of clearing and grubbing, excavation, borrow, and embankment operations in progress, commensurate with the Contractor's capability and progress in keeping the finish grading, mulching, seeding, and other such permanent control measures current with the accepted schedule. If seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified as directed by the Engineer.

The Contractor shall provide immediate permanent or temporary pollution control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment as directed by the Engineer. If temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or directed by the Engineer, the work shall be performed by the Contractor and the cost shall be incidental to this item.

The Engineer may increase or decrease the area of erodible earth material that can be exposed at any time based on an analysis of project conditions.

The erosion control features installed by the Contractor shall be acceptably maintained by the Contractor during the construction period.

Whenever construction equipment must cross watercourses at frequent intervals, temporary structures should be provided.

Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations, and other harmful materials shall not be discharged into any waterways, impoundments or into natural or manmade channels.

156-3.4 INSTALLATION, MAINTENANCE AND REMOVAL OF SILT FENCES. Silt fences shall extend a minimum of 16 inches and a maximum of 34 inches above the ground surface. Posts shall be set no more than 10 feet on center. Filter fabric shall be cut from a continuous roll to the length required minimizing joints where possible. When joints are necessary, the fabric shall be spliced at a support post with a minimum 12-inch overlap and securely sealed. A trench shall be excavated approximately 4 inches deep by 4 inches wide on the upslope side of the silt fence. The trench shall be backfilled and the soil compacted over the silt fence fabric. The Contractor shall remove and dispose of silt that accumulates during construction and prior to establishment of permanent erosion control. The fence shall be maintained in good working condition until permanent erosion control is established. Silt fence shall be removed upon approval of the Engineer.

156-3.5 CONSTRUCTION METHODS. *Providing the temporary erosion control items and devices shown on the Plans is intended to minimize the erosion of soils during construction. However, the items and devices shown are not intended to represent all of the necessary items or procedures required to be implemented by the Contractor. The plans and specifications show the Engineer's estimate of a minimum effort needed to maintain proper erosion control during construction. Additional effort and materials may be required by the Contractor to minimize the erosion of soils during construction. It shall be the Contractor's responsibility to install and maintain all the items shown in the Plans and to coordinate, submit, obtain, and comply with all necessary Federal, State, and local permits. The coordination with governing agencies shall include, but not limited to the following:*

- *Filing the Notice of Intent with the STATE Department of Environmental Quality (DEQ),*
- *Producing and maintaining an approved Storm Water Pollution Prevention Plan,*
- *Coordinating and obtaining all local permits regarding grading operations for the proposed improvements, Contractor's staging area, spoil placement and any other grading operations related to the project as directed by the local governing agency.*

METHOD OF MEASUREMENT

156-4.1 Temporary erosion and pollution control work required will be performed as scheduled or directed by the Engineer. Completed and accepted work will be measured *per month. This work includes obtaining all necessary federal, state, and local permits required to complete this project.* ~~follows:~~

~~**a.** Temporary seeding and mulching will be measured by the square yard.~~

~~**b.** Temporary slope drains will be measured by the linear foot.~~

~~**c.** Temporary benches, dikes, dams, and sediment basins will be measured by the cubic yard of excavation performed, including necessary cleaning of sediment basins, and the cubic yard of embankment placed as directed by the Engineer.~~

~~**d.** All fertilizing will be measured by the ton.~~

~~**e.** Installation and removal of silt fence will be measured by the [linear foot] [Lump sum].~~

156-4.2 Control work performed for protection of construction areas outside the construction limits, such as borrow and waste areas, haul roads, equipment and material storage sites, and temporary plant sites, will not be measured and paid for directly but shall be considered as a subsidiary obligation of the Contractor.

BASIS OF PAYMENT

156-5.1 *Temporary erosion control acceptably completed will be paid for at the contract price bid for "TEMPORARY EROSION CONTROL," which shall be full compensation for furnishing all materials, tools, equipment, labor, and incidentals necessary to complete the work. Periodic payments will be made under this item in proportion to the amount of work accomplished, as determined by the Engineer. Payment for "TEMPORARY EROSION CONTROL" will also include obtaining and compliance with the SWPPP, which shall include compensation for drainage-way inspections, report preparation, housekeeping practices, cleaning and maintenance, and other actions outlined in the SWPPP prepared by the Contractor necessary to execute the Plan. This item consists of all erosion control items not listed as a separate pay item in the Unit Price Schedule. Any fines issued to the Owner as a result of the Contractor's insufficient execution of the SWPPP will be assessed to the Contractor. Such deductions shall not be limited to the lump sum price of this item.*

Payment will be made under:

Item P-156-5.1	*Temporary Erosion Control—per Month*

~~**156-5.1** Accepted quantities of temporary water pollution, soil erosion, and siltation control work ordered by the Engineer and measured as provided in paragraph 156-4.1 will be paid for under:~~

~~Item P-156-5.1a~~	~~Temporary seeding and mulching – per Square Yard.~~
~~Item P-156-5.1b~~	~~Temporary slope drains – per Linear Foot.~~
~~Item P-156-5.1c~~	~~Temporary benches, dikes, dams and sediment basins – per Cubic Yard~~
~~Item P-156-5.1d~~	~~Fertilizing – per Ton~~
~~Item P-156-5.1e~~	~~Installation and removal of silt fence [per Linear Feet] [Lump Sum]~~

~~Where other directed work falls within the specifications for a work item that has a contract price, the units of work shall be measured and paid for at the contract unit price bid for the various items.~~

~~Temporary control features not covered by contract items that are ordered by the Engineer will be paid for in accordance with Section 90-05 Payment for Extra work.~~

MATERIAL REQUIREMENTS

ASTM D6461	Standard Specification for Silt Fence Materials
AC 150/5200-33	Hazardous Wildlife Attractants

END OF ITEM P-156

ITEM P-301 SOIL-CEMENT BASE COURSE

DESCRIPTION

301-1.1 This item shall consist of constructing a base course by uniformly mixing soil, Portland cement, and water. The mixed material shall be spread, shaped, and compacted in accordance with these specifications and in conformity to the dimensions and typical cross-section shown on the plans. Tests shall be required for each approved soil included within the treated layer.

Runway, taxiway, or apron pavements shall be built in a series of parallel lanes using a plan that reduces the number of longitudinal and transverse joints to a minimum.

MATERIALS

301-2.1 PORTLAND CEMENT. Portland cement shall conform to the requirements of ASTM C150, Type I, IA, II, or IIA or ASTM C595, Type IS or IS(A).

301-2.2 WATER. Water used for mixing or curing shall be potable, reasonably clean and free of oil, salt, acid, alkali, sugar, vegetable, or other substances injurious to the finished product.

301-2.3 SOIL. The soil shall consist of an approved select soil. The soil shall be free of roots, sod, weeds, and shall not contain gravel or stone retained on a 2-inch (50-mm) sieve or more than 45% retained on a No. 4 (4.75 mm) sieve, as determined by ASTM C136.

301-2.4 BITUMINOUS MATERIAL. The types, grades, controlling specifications, and application temperatures for the bituminous materials used for curing the soil-cement shall be **RS-1 or SS-1 meeting the requirements of ASTM D977.**

MIX DESIGN

301-3.1 PROPORTIONS. Before the start of base course construction, tests shall be made *by the Contractor* on the soil or soil- aggregate material to be stabilized to determine the quantity of cement required for the mix design.

Test specimens containing various amounts of cement shall be compacted per ASTM D558, and the optimum moisture determined for each test specimen. Samples at the optimum moisture shall be subjected to the wet-dry and the freeze-thaw test in accordance with American Association of State Highway and Transportation Officials (AASHTO) T135 and AASHTO T136, respectively.

The specified cement content for construction shall be the cement content of the test specimen which has a weight loss of 14% or less for granular soils, 10% for the more plastic granular and silty soils, and 7% for clay soils after 12 cycles of the durability test.

The compressive strength of soaked specimens should increase with both age and increase in cement content.

Contractor is to provide results of the gradation and proportioning (using representative portions of the in-place material and required borrow material) tests to the Engineer for review, along with material submittals under this item.

CONSTRUCTION METHODS

301-4.1 WEATHER LIMITATIONS. The soil-cement base shall not be mixed or placed while the atmospheric temperature is below 40°F or when conditions indicate that the temperature may fall below 40°F within 24 hours, or when the weather is foggy or rainy, or to soils that are frozen or contain frost, or when the underlying material is frozen.

301-4.2 EQUIPMENT. The soil-cement may be constructed with any equipment that will meet the requirements for soil pulverization, cement application, mixing, water application, incorporation of materials, compaction, finishing, and curing specified here.

301-4.3 PREPARATION. The area to be stabilized shall be graded and shaped to conform to the lines, grades and cross-section shown on the plans. Any soft or yielding areas in the subgrade shall be removed and replaced with acceptable soil and compacted to the specified density. *It is anticipated that soil material will be required to establish correct grade. This soil is to meet the requirements of Item P-152 and will be measured and paid for as "borrow excavation".*

301-4.4 PULVERIZATION. After completion of moist-mixing, the soil for the base course shall be pulverized so that 100% by dry weight passes a 1-inch (25 mm) sieve and a minimum of 80% passes a No. 4 (4.75 mm) sieve.

301-4.5 CEMENT APPLICATION, MIXING, AND SPREADING.
Mixing of the soil, cement, and water shall be accomplished by the mixed-in-place method. Approximately shape pulverized material to the cross-section indicated. Cement shall be applied so that when uniformly mixed with the soil, the specified cement content is obtained, and a sufficient quantity of cement-treated soil is produced to construct a compacted cement-treated course conforming to the lines, grades, and cross-section indicated. Immediately after the cement has been distributed, it shall be mixed with the soil. The cement shall not be mixed below the required depth. Continue mixing until the cement has been sufficiently blended with the soil to prevent the formation of cement balls when water is applied. Determine moisture content of the mixture immediately after completion of mixing of the soil and cement. Provide water supply and pressure distributing equipment that will permit the application within three (3) hours of all mixing water on the section being processed. Incorporate water in the mix so that concentration of water near the surface does not occur. After all mixing water has been applied, continue mixing until the water is uniformly distributed throughout the full depth of the mixture. Do not apply cement if the soil moisture content exceeds the optimum moisture content specified for the cement- treated mixture. After mixing is complete, the proportions of the mixture shall be in accordance with the approved mix design.

301-4.6 COMPACTION. Immediately after spreading, the mixture shall be thoroughly compacted. The number, type, and weight of rollers shall be sufficient to compact the mixture to the required density.

The field density of the compacted mixture shall be at least 98% of the maximum density of laboratory prepared specimens compacted and tested in accordance with ASTM D558. The in-place field density shall be determined in accordance with **ASTM D6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938.** No portion of the mixture shall remain undisturbed during mixing and before compaction for more than 30 minutes. The moisture content of the mixture at the start of compaction shall be within ±2 percentage points of the optimum moisture content. The optimum moisture content shall be determined in accordance with ASTM D558. All testing shall be done by **the Engineer.**

301-4.7 FINISHING. Finishing operations shall be completed during daylight hours. The completed base course shall conform to the required lines, grades, and cross-section. If necessary, the surface shall be lightly scarified to eliminate any imprints made by the compacting or shaping equipment. The surface shall

then be recompacted to the required density. The finishing operations shall be complete within two (2) hours after completion of mixing operations.

301-4.8 CONSTRUCTION JOINTS. At the end of each day's construction, a straight transverse construction joint shall be formed by a header or by cutting back into the compacted material to form a true vertical face free of loose material.

The protection provided for construction joints shall permit the placing, spreading, and compacting of base material without injury to the previous work. Where it is necessary to operate or turn any equipment on the completed base course, sufficient protection and cover shall be provided to prevent damage to the finished surface. A supply of mats or wooden planks shall be maintained and used as approved and directed by the Engineer.

Care shall be exercised to ensure thorough compaction of the base material immediately adjacent to all construction joints. When spreading or compacting base material adjacent to a previously constructed lane, care shall be taken to avoid damaging the previous work.

301-4.9 PROTECTION AND CURING. After the base course has been finished to grade and compacted as specified, it shall be protected against drying for a period of seven (7) days by the application of **bituminous material meeting the requirements of Section 301-2.4.** The curing method shall begin as soon as possible, but no later than 24 hours after the completion of finishing operations. The finished base course shall be kept moist continuously until the curing material is placed.

The bituminous material specified shall be uniformly applied to the surface of the completed base course at the rate of approximately 0.2 gallons per square yard with approved heating and distributing equipment. The exact rate and temperature of application to give complete coverage without excessive runoff shall be as specified.

At the time the bituminous material is applied, the surface shall be dense, free of all loose and extraneous material, and shall contain sufficient moisture to prevent penetration of the bituminous material. Water shall be applied in sufficient quantity to fill the surface voids immediately before the bituminous curing material is applied.

The curing material shall be maintained and applied as needed by the Contractor during the 7-day protection period.

Completed portions of the cement-treated soil area may be opened to light traffic, if approved by the Engineer, and provided the curing is not impaired. Sufficient protection from freezing shall be provided to the soil-cement for seven (7) days after its construction and until it has hardened.

301-4.10 CONSTRUCTION LIMITATIONS. When any of the operations after the application of cement are interrupted for more than 30 minutes or when the uncompacted soil-cement mixture is wetted by rain so that the moisture content is exceeded by a small amount, the decision to reconstruct the portion affected shall rest with the Engineer. If the uncompacted, rain-wetted mixture exceeds the specified moisture content tolerance, the Contractor shall reconstruct the affected portion at the Contractor's expense the portion affected. All material along the longitudinal or transverse construction joints not properly compacted shall be removed and replaced, at the Contractor's expense, with properly moistened and mixed soil-cement compacted to specified density.

301-4.11 SURFACE TESTS. The finished surface shall not vary more than 3/8 inch when tested with a 12-foot straightedge applied parallel with, or at right angles to, the longitudinal axis of the pavement. Any variations in excess of this tolerance shall be corrected by the Contractor, at the Contractor's expense, in a manner satisfactory to the Engineer.

301-4.12 THICKNESS. The completed thickness of the stabilized course shall be within 1/2 inch of the thickness indicated. Where the measured thickness is more than 1/2 inch deficient, such areas shall be corrected by scarifying, adding mixture of proper gradation, reblading, and recompacting as directed. Where the measured thickness is more than 1/2 inch thicker than indicated, the course shall be considered as conforming to the specified thickness requirements. Average job thickness shall be the average of all thickness measurements taken for the job, but shall be within 1/4 inch of the thickness indicated. The thickness of the stabilized course shall be measured at intervals which ensure one measurement for each **1000** square yards of stabilized course.

Measurements shall be made in 3-inch diameter test holes penetrating the stabilized course. Where the average thickness shown by the measurements made in one day's construction is not within the tolerance given, the Engineer shall evaluate the area and determine if, in the Engineer's opinion, it shall be reconstructed at the Contractor's expense or the deficiency deducted from the total material in place.

301-4.13 MAINTENANCE. The Contractor shall be required to maintain, at the Contractor's expense, the entire base course within the limits of the contract in a condition satisfactory to the Engineer until all the work has been completed. Maintenance shall include immediate repairs of any defects that may occur either before or after the cement is applied. The work shall be repeated as often as necessary to keep the area intact at all times. Repairs shall be made to ensure restoration of a uniform surface and the durability of the area repaired. Faulty work shall be replaced for the full depth of treatment. Adding a thin layer of soil-cement to the completed work to remedy low areas shall not be permitted.

METHOD OF MEASUREMENT

301-5.1 The quantity of soil-cement base course to be paid for shall be the number of square yards of completed and accepted base course.

301-5.2 Portland cement shall be measured by the hundredweight.

BASIS OF PAYMENT

301-6.1 Payment shall be made at the contract unit price per square yard for soil-cement base course. This price shall be full compensation for furnishing all materials, except Portland cement, and for all preparation, delivering, placing, and mixing of these materials; and for all labor, equipment, tools and incidentals necessary to complete the item.

301-6.2 Payment shall be made at the contract unit price per hundredweight for cement. This price shall be full compensation for furnishing this material and for all delivery, placing, and incorporation of this material, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-301-1	Soil-Cement Base Course - per Square Yard
Item P-301-2	Portland Cement - per Hundredweight

TEST REQUIREMENTS

ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM D558	Standard Test Methods for Moisture-Density (Unit Weight) Relations of Soil- Cement Mixtures

ASTM D1556	Standard Test Method for Density and Unit Weight of Soil In-Place by the Sand Cone Method
AASHTO T135	Standard Method of Test for Wetting-and-Drying Test of Compacted Soil- Cement Mixtures
AASHTO T136	Standard Method of Test for Freezing-and-Thawing Tests of Compacted Soil- Cement Mixtures

MATERIAL REQUIREMENTS

ASTM C150	Standard Specification for Portland Cement
ASTM D977	Standard Specification for Emulsified Asphalt
ASTM D2027	Standard Specification for Cutback Asphalt (Medium-Curing Type)
ASTM D2028	Standard Specification for Cutback Asphalt (Rapid-Curing Type)
ASTM D2397	Standard Specification for Cationic Emulsified Asphalt

END OF ITEM P-301

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ITEM P-501 PORTLAND CEMENT CONCRETE (PCC) PAVEMENT

DESCRIPTION

501-1.1 This work shall consist of pavement composed of portland cement concrete (PCC), with reinforcement constructed on a prepared underlying surface in accordance with these specifications and shall conform to the lines, grades, thickness, and typical cross-sections shown on the plans.

MATERIALS

501-2.1 AGGREGATES.

a. Reactivity. Fine and Coarse aggregates to be used in all concrete shall be evaluated and tested by the Contractor for alkali-aggregate reactivity in accordance with both ASTM C1260 and ASTM C1567. Aggregate and mix proportion reactivity tests shall be performed for each project.

(1) Coarse and fine aggregate shall be tested separately in accordance with ASTM C1260. The aggregate shall be considered innocuous if the expansion of test specimens, tested in accordance with ASTM C1260, does not exceed 0.10% at 28 days (30 days from casting).

(2) Combined coarse and fine aggregate shall be tested in accordance with ASTM C1567, modified for combined aggregates, using the proposed mixture design proportions of aggregates, cementitious materials, and/or specific reactivity reducing chemicals. If lithium nitrate is proposed for use with or without supplementary cementitious materials, the aggregates shall be tested in accordance with Corps of Engineers (COE) Concrete Research Division (CRD) C662. If lithium nitrate admixture is used, it shall be nominal 30% ±0.5% weight lithium nitrate in water.

(3) If the expansion of the proposed combined materials test specimens, tested in accordance with ASTM C1567, modified for combined aggregates, or COE CRD C662, does not exceed 0.10% at 28 days, the proposed combined materials will be accepted. If the expansion of the proposed combined materials test specimens is greater than 0.10% at 28 days, the aggregates will not be accepted unless adjustments to the combined materials mixture can reduce the expansion to less than 0.10% at 28 days, or new aggregates shall be evaluated and tested.

b. Fine Aggregate. Fine aggregate shall conform to the requirements of ASTM C33. Grading of the fine aggregate, as delivered to the mixer, shall conform to the requirements of ASTM C33 and shall have a fineness modulus of not less than 2.50 nor more than 3.40. The soundness loss shall not exceed 10% when sodium sulfate is used or 15% when magnesium sulfate is used, after five cycles, when tested per ASTM C88.

The amount of deleterious material in the fine aggregate shall not exceed the following limits:

Limits for Deleterious Substances in Fine Aggregate for Concrete

Deleterious material	ASTM	Percentage by Mass
Clay Lumps and friable particles	ASTM C142	1.0
Material finer than 0.075mm (No. 200 sieve)	ASTM C117	3.0

Lightweight particles	ASTM C123 using a medium with a density of Sp. Gr. of 2.0	0.5
Total of all deleterious Material		3.0

c. Coarse Aggregate. Gradation, within the separated size groups, shall meet the coarse aggregate grading requirements of ASTM C33 when tested in accordance with ASTM C136. When the nominal maximum size of the aggregate is greater than one inch, the aggregates shall be furnished in two size groups.

Aggregates delivered to the mixer shall consist of crushed stone, crushed or uncrushed gravel, air-cooled iron blast furnace slag, crushed recycled concrete pavement, or a combination. The aggregates should be free of ferrous sulfides, such as pyrite, that would cause "rust" staining that can bleed through pavement markings. Steel blast furnace slag shall not be permitted. The aggregate shall be composed of clean, hard, uncoated particles. Dust and other coating shall be removed from the aggregates by washing.

The percentage of wear shall be no more than 40% when tested in accordance with ASTM C 131.

The quantity of flat, elongated, and flat and elongated particles in any size group coarser than 3/8 sieve (9 mm) shall not exceed 8% by weight when tested in accordance with ASTM D4791. A flat particle is defined as one having a ratio of width to thickness greater than 5. An elongated particle is one having a ratio of length to width greater than 5.

The soundness loss shall not exceed 12% when sodium sulfate is used or 18% when magnesium sulfate is used, after five cycles, when tested per ASTM C88.

The amount of deleterious material in the coarse aggregate shall not exceed the following limits:

Limits for Deleterious Substances in Coarse Aggregate for Concrete

Deleterious material	ASTM	Percentage by Mass
Clay Lumps and friable particles	ASTM C142	1.0
Material finer than No. 200 sieve (0.075mm)	ASTM C117	1.0
Lightweight particles	ASTM C123 using a medium with a density of Sp. Gr. of 2.0	0.5
Chert (less than 2.40 Sp Gr.)	ASTM C123 using a medium with a density of Sp. Gr. of 2.0)	1.0
Total of all deleterious Material		3.0

Table 1. Gradation for Coarse Aggregate (ASTM C33)

Sieve Designations (square openings)		Percentage by Weight Passing Sieves	
inch	mm	#4 1-1/2 inch – 3/4 inch	#67 3/4 inch – No. 4
2-1/2	60	---	---
2	50	100	---
1-1/2	38	90-100	---
1	25	20-55	100
3/4	19	0-15	90-100
1/2	13	---	---
3/8	9	0-5	20-55
No. 4	4.75	---	0-10
No. 8	2.36	---	0-5

(1) Aggregate susceptibility to Disintegration (D) Cracking. Aggregates that have a history of D-cracking shall not be used.

Coarse aggregate may be accepted from sources that have a 20 year service history for the same gradation to be supplied with no durability issues. Aggregates that do not have a record of 20 years of service without major repairs (less than 5% of slabs replaced) in similar conditions without D-cracking shall not be used unless it meets the following:

(a) Material currently being produced shall have a durability factor ≥95 using ASTM C666 procedure B. Coarse aggregates that are crushed granite, calcite cemented sandstone, quartzite, basalt, diabase, rhyolite or trap rock are considered to meet the D-cracking test but must meet all other quality tests. Aggregates meeting State Highway Department material specifications may be acceptable.

(b) The Contractor shall submit a current certification that the aggregate does not have a history of D-cracking and that the aggregate meets the state specifications for use in PCC pavement for use on interstate highways. Certifications, tests and any history reports must be for the same gradation as being proposed for use on the project. Certifications which are not dated or which are over one (1) year old or which are for different gradations will not be accepted. Test results will only be accepted when tests were performed by a State Department of Transportation (DOT) materials laboratory or an accredited laboratory.

(2) Combined aggregate gradation. If substituted for the grading requirements specified for coarse aggregate and for fine aggregate and when approved by the Engineer, the combined aggregate grading shall meet the following requirements:

(a) The materials selected and the proportions used shall be such that when the Coarseness Factor (CF) and the Workability Factor (WF) are plotted on a diagram as described in d. below, the point thus determined shall fall within the parallelogram described therein.

(b) The CF shall be determined from the following equation CF = (cumulative percent retained on the 3/8 in. sieve)(100) / (cumulative percent retained on the No. 8 sieve)

(c) The Workability Factor WF is defined as the percent passing the No. 8 sieve based on the combined gradation. However, WF shall be adjusted, upwards only, by 2.5 percentage points for each 94 pounds of cementitious material per cubic meter yard greater than 564 pounds per cubic yard.

(d) A diagram shall be plotted using a rectangular scale with WF on the Y-axis with units from 20 (bottom) to 45 (top), and with CF on the X-axis with units from 80 (left side) to 30 (right side). On this diagram a parallelogram shall be plotted with corners at the following coordinates (CF-75, WF- 28), (CF-75, WF-40), (CF-45, WF-32.5), and (CF-45, WF-44.5). If the point determined by the intersection of the computed CF and WF does not fall within the above parallelogram, the grading of each size of aggregate used and the proportions selected shall be changed as necessary.

501-2.2 CEMENT. Cement shall conform to the requirements of ASTM C 150 Type I.

If aggregates are deemed innocuous when tested in accordance with paragraph 501-2.1.a.1 and accepted in accordance with paragraph 501-2.1.a.2, higher equivalent alkali content in the cement may be allowed if approved by the Engineer and FAA. If cement becomes partially set or contains lumps of caked cement, it shall be rejected. Cement salvaged from discarded or used bags shall not be used.

501-2.3 CEMENTITIOUS MATERIALS.

a. Fly Ash. Fly ash shall meet the requirements of ASTM C618, with the exception of loss of ignition, where the maximum shall be less than 6%. Fly ash for use in mitigating alkali-silica reactivity shall have a Calcium Oxide (CaO) content of less than 13% and a total available alkali content less than 3% per ASTM C311. Fly ash produced in furnace operations using liming materials or soda ash (sodium carbonate) as an additive shall not be acceptable. The Contractor shall furnish the previous three most recent, consecutive ASTM C618 reports for each source of fly ash proposed in the mix design, and shall furnish each additional report as they become available during the project. The reports can be used for acceptance or the material may be tested independently by the Engineer.

~~**b. Slag cement (ground granulated blast furnace (GGBF)).** Slag cement shall conform to ASTM C989, Grade 100 or Grade 120. Slag cement shall be used only at a rate between 25% and 55% of the total cementitious material by mass.~~

c. Raw or calcined natural pozzolan. Natural pozzolan shall be raw or calcined and conform to ASTM C618, Class N, including the optional requirements for uniformity and effectiveness in controlling Alkali-Silica reaction and shall have a loss on ignition not exceeding 6%. Class N pozzolan for use in mitigating Alkali-Silica Reactivity shall have a total available alkali content less than 3%.

501-2.4 JOINT SEAL. The joint seal for the joints in the concrete pavement shall meet the requirements of Item **P-605** and shall be of the type specified in the plans.

501-2.5 ISOLATION JOINT FILLER. Premolded joint filler for isolation joints shall conform to the requirements of ASTM D1752, Type II or III and shall be where shown on the plans. The filler for each joint shall be furnished in a single piece for the full depth and width required for the joint, unless otherwise specified by the Engineer. When the use of more than one piece is required for a joint, the abutting ends shall be fastened securely and held accurately to shape by stapling or other positive fastening means satisfactory to the Engineer.

501-2.6 STEEL REINFORCEMENT. Reinforcing shall consist of Deformed and Plain Carbon-Steel Bars conforming to the requirements of ASTM A615.

501-2.7 DOWEL AND TIE BARS. Dowel bars shall be plain steel bars conforming to ASTM A615 and shall be free from burring or other deformation restricting slippage in the concrete. Before delivery to the construction site each dowel bar shall be epoxy coated per ASTM A1078. The dowels shall be coated with a bond-breaker recommended by the manufacturer. Dowel sleeves or inserts are not permitted.

Grout retention rings shall be fully circular metal or plastic devices capable of supporting the dowel until the grout hardens.

Tie bars shall be deformed steel bars and conform to the requirements of ASTM A615. Tie bars designated as Grade 60 in ASTM A615 or ASTM A706 shall be used for construction requiring bent bars.

501-2.8 WATER. Water used in mixing or curing shall be potable, clean, free of oil, salt, acid, alkali, sugar, vegetable, or other substances injurious to the finished product, except that non-potable water, or water from concrete production operations, may be used if it meets the requirements of ASTM C1602.

501-2.9 MATERIALS FOR CURING CONCRETE. Curing materials shall conform to one of the following specifications:

a. Liquid membrane-forming compounds for curing concrete shall conform to the requirements of ASTM C309, Type 2, Class B, or Class A if wax base only.

b. White polyethylene film for curing concrete shall conform to the requirements of ASTM C171.

c. White burlap-polyethylene sheeting for curing concrete shall conform to the requirements of ASTM C171.

d. Waterproof paper for curing concrete shall conform to the requirements of ASTM C171.

501-2.10 ADMIXTURES. The Contractor shall submit certificates indicating that the material to be furnished meets all of the requirements indicated below. In addition, the Engineer may require the Contractor to submit complete test data from an approved laboratory showing that the material to be furnished meets all of the requirements of the cited specifications. Subsequent tests may be made of samples taken by the Engineer from the supply of the material being furnished or proposed for use on the work to determine whether the admixture is uniform in quality with that approved.

a. Air-entraining admixtures. Air-entraining admixtures shall meet the requirements of ASTM C260 and shall consistently entrain the air content in the specified ranges under field conditions. The air-entrainment agent and any water reducer admixture shall be compatible.

b. Water-reducing admixtures. Water-reducing admixture shall meet the requirements of ASTM C494, Type A, B, or D. ASTM C494, Type F and G high range water reducing admixtures and ASTM C1017 flowable admixtures shall not be used.

c. Other admixtures. The use of set retarding, and set-accelerating admixtures shall be approved by the Engineer. Retarding shall meet the requirements of ASTM C494, Type A, B, or D and set-accelerating shall meet the requirements of ASTM C494, Type C. Calcium chloride and admixtures containing calcium chloride shall not be used.

d. Lithium Nitrate. The lithium admixture shall be a nominal 30% aqueous solution of Lithium Nitrate, with a density of 10 pounds/gallon, and shall have the approximate chemical form as shown below:

Constituent:	Limit (Percent by Mass):
LiNO3 (Lithium Nitrate)	30 ±0.5
SO4 (Sulfate Ion)	0.1 (max)
Cl (Chloride Ion)	0.2 (max)
Na (Sodium Ion)	0.1 (max)
K (Potassium Ion)	0.1 (max)

Provide a trained manufacturer's representative to supervise the lithium nitrate admixture dispensing and mixing operations.

501-2.11 EPOXY-RESIN. All epoxy-resin materials shall be two-component materials conforming to the requirements of ASTM C881, Class as appropriate for each application temperature to be encountered, except that in addition, the materials shall meet the following requirements:

a. Material for use for embedding dowels and anchor bolts shall be Type IV, Grade 3.

b. Material for use as patching materials for complete filling of spalls and other voids and for use in preparing epoxy resin mortar shall be Type III, Grade as approved.

c. Material for use for injecting cracks shall be Type IV, Grade 1.

d. Material for bonding freshly mixed Portland cement concrete or mortar or freshly mixed epoxy resin concrete or mortar to hardened concrete shall be Type V, Grade as approved.

501-2.12 MATERIAL ACCEPTANCE. Prior to use of materials, the Contractor shall submit certified test reports to the Engineer for those materials proposed for use during construction. The certification shall show the appropriate ASTM test for each material, the test results, and a statement that the material passed or failed.

The Engineer may request samples for testing, prior to and during production, to verify the quality of the materials and to ensure conformance with the applicable specifications.

MIX DESIGN

501-3.1 GENERAL. No concrete shall be placed until the mix design has been submitted to the Engineer for review and the Engineer has taken appropriate action. The Engineer's review shall not relieve the Contractor of the responsibility to select and proportion the materials to comply with this section.

501-3.2 PROPORTIONS. The laboratory preparing the mix design shall be accredited in accordance with ASTM C1077. The mix design for all Portland cement concrete placed under P-501 shall be stamped or sealed by the responsible professional Engineer of the laboratory. Concrete shall be proportioned to achieve a 28-day flexural strength that meets or exceeds the acceptance criteria contained in paragraph 501-5.2 for a flexural strength of **650** psi per ASTM C78. The mix shall be developed using the procedures contained in the Portland Cement Association's (PCA) publication, "Design and Control of Concrete Mixtures".

The minimum cementitious material shall be adequate to ensure a workable, durable mix. The minimum cementitious material (cement plus fly ash, or slag cement) shall be **517** pounds per cubic yard. The ratio of water to cementitious material, including free surface moisture on the aggregates but not including moisture absorbed by the aggregates shall not be more than **0.45** by weight

Flexural strength test specimens shall be prepared in accordance with ASTM C192 and tested in accordance with ASTM C78. The mix determined shall be workable concrete having a maximum allowable slump between one and two inches as determined by ASTM C143. For slip-form concrete, the slump shall be between 1/2 inch and 1-1/2 inch. At the start of the project, the Contractor shall determine a maximum allowable slump for slip-form pavement which will produce in-place pavement to control the edge slump. The selected slump shall be applicable to both pilot and fill-in lanes.

Before the start of paving operations and after approval of all material to be used in the concrete, the Contractor shall submit a mix design showing the proportions and flexural strength obtained from the concrete at seven (7) and 28 days. The mix design shall include copies of test reports, including test dates, and a complete list of materials including type, brand, source, and amount of cement, fly ash, ground slag, coarse aggregate, fine aggregate, water, and admixtures. The mix design shall be submitted to the Engineer at least 30 days prior to the start of operations. The submitted mix design shall not be

more than 90 days old. Production shall not begin until the mix design is approved in writing by the Engineer.

If a change in sources is made, or admixtures added or deleted from the mix, a new mix design must be submitted to the Engineer for approval.

The results of the mix design shall include a statement giving the maximum nominal coarse aggregate size and the weights and volumes of each ingredient proportioned on a one cubic yard (meter) basis. Aggregate quantities shall be based on the mass in a saturated surface dry condition. The recommended mixture proportions shall be accompanied by test results demonstrating that the proportions selected will produce concrete of the qualities indicated. Trial mixtures having proportions, slumps, and air content suitable for the work shall be based on methodology described in PCA's publication, Design and Control of Concrete Mixtures, modified as necessary to accommodate flexural strength.

The submitted mix design shall be stamped or sealed by the responsible professional Engineer of the laboratory and shall include the following items as a minimum:

a. Coarse, fine, and combined aggregate gradations and plots including fineness modulus of the fine aggregate.

b. Reactivity Test Results.

c. Coarse aggregate quality test results, including deleterious materials.

d. Fine aggregate quality test results, including deleterious materials.

e. Mill certificates for cement and supplemental cementitious materials.

f. Certified test results for all admixtures, including Lithium Nitrate if applicable.

g. Specified flexural strength, slump, and air content.

h. Recommended proportions/volumes for proposed mixture and trial water-cementitious materials ratio, including actual slump and air content.

i. Flexural and compressive strength summaries and plots, including all individual beam and cylinder breaks.

j. Correlation ratios for acceptance testing and Contractor Quality Control testing, when applicable.

k. Historical record of test results documenting production standard deviation, when applicable.

501-3.3 CEMENTITIOUS MATERIALS.

a. Fly Ash. When fly ash is used as a partial replacement for cement, the replacement rate shall be determined from laboratory trial mixes, and shall be between 20 and 30% by weight of the total cementitious material. If fly ash is used in conjunction with slag cement the maximum replacement rate shall not exceed 10% by weight of total cementitious material.

b.Slag cement (ground granulated blast furnace (GGBF)). Slag cement may be used. The slag cement, or slag cement plus fly ash if both are used, may constitute between 25 to 55% of the total cementitious material by weight. If the concrete is to be used for slipforming operations and the air temperature is expected to be lower than 55°F the percent slag cement shall not exceed 30% by weight.

c. Raw or calcined natural pozzolan. Natural pozzolan may be used in the mix design. When pozzolan is used as a partial replacement for cement, the replacement rate shall be determined from laboratory trial mixes, and shall be between 20 and 30% by weight of the total cementitious material. If

pozzolan is used in conjunction with slag cement the maximum replacement rate shall not exceed 10% by weight of total cementitious material.

501-3.4 ADMIXTURES.

a. Air-Entraining admixtures. Air-entraining admixture is to be added in such a manner that will ensure uniform distribution of the agent throughout the batch. The air content of freshly mixed air-entrained concrete shall be based upon trial mixes with the materials to be used in the work adjusted to produce concrete of the required plasticity and workability. The percentage of air in the mix shall be **5.5%**. Air content shall be determined by testing in accordance with ASTM C231 for gravel and stone coarse aggregate and ASTM C173 for slag and other highly porous coarse aggregate.

b. Water-reducing admixtures. Water-reducing admixtures shall be added to the mix in the manner recommended by the manufacturer and in the amount necessary to comply with the specification requirements. Tests shall be conducted on trial mixes, with the materials to be used in the work, in accordance with ASTM C494.

c. Other admixtures. Set controlling, and other approved admixtures shall be added to the mix in the manner recommended by the manufacturer and in the amount necessary to comply with the specification requirements. Tests shall be conducted on trial mixes, with the materials to be used in the work, in accordance with ASTM C 494.

d. Lithium nitrate. Lithium nitrate shall be added to the mix in the manner recommended by the manufacturer and in the amount necessary to comply with the specification requirements in accordance with paragraph 501-2.10d.

501-3.5 CONCRETE MIX DESIGN LABORATORY. The Contractor's laboratory used to develop the concrete mix design shall be accredited in accordance with ASTM C1077. The laboratory accreditation must be current and listed on the accrediting authority's website. All test methods required for developing the concrete mix design must be listed on the lab accreditation. A copy of the laboratory's current accreditation and accredited test methods shall be submitted to the Engineer prior to start of construction.

CONSTRUCTION METHODS

501-4.1 EQUIPMENT. Equipment necessary for handling materials and performing all parts of the work shall be approved by the Engineer, but does not relieve the Contractor of the responsibility for the proper operation of equipment and maintaining the equipment in good working condition. The equipment shall be at the jobsite sufficiently ahead of the start of paving operations to be examined thoroughly and approved.

a. Batch Plant and Equipment. The batch plant and equipment shall conform to the requirements of ASTM C94.

b. Mixers and Transportation Equipment.

(1) General. Concrete may be mixed at a central plant, or wholly or in part in truck mixers. Each mixer shall have attached in a prominent place a manufacturer's nameplate showing the capacity of the drum in terms of volume of mixed concrete and the speed of rotation of the mixing drum or blades.

(2) Central plant mixer. Central plant mixers shall conform to the requirements of ASTM C94. The mixer shall be examined daily for changes in condition due to accumulation of hard concrete or mortar or wear of blades. The pickup and throwover blades shall be replaced when they have worn down 3/4 inch or more. The Contractor shall have a copy of the manufacturer's design on hand showing dimensions and arrangement of blades in reference to original height and depth.

(3) Truck mixers and truck agitators. Truck mixers used for mixing and hauling concrete and truck agitators used for hauling central-mixed concrete shall conform to the requirements of ASTM C94.

(4) Nonagitator trucks. Nonagitating hauling equipment shall conform to the requirements of ASTM C94.

(5) Transfer and spreading equipment. Equipment for transferring concrete from the transporting equipment to the paving lane in front of the paver shall be specially manufactured, self-propelled transfer equipment which will accept the concrete outside the paving lane and will transfer and spread it evenly across the paving lane in front of the paver and strike off the surface evenly to a depth which permits the paver to operate efficiently.

c. Finishing Equipment. The standard method of constructing concrete pavements shall be with an approved slip-form paving equipment designed and operated to spread, consolidate, screed, and float- finish the freshly placed concrete in one complete pass of the machine so that the end result is a dense and homogeneous pavement which is achieved with a minimum of hand finishing. The paver-finisher shall be a heavy duty, self-propelled machine designed specifically for paving and finishing high quality concrete pavements. It shall weigh at least 2,200 lbs per foot of paving lane width and powered by an engine having at least 6.0 horsepower per foot of lane width.

On projects requiring less than 500 square yard of cement concrete pavement or requiring individual placement areas of less than 500 square yard, or irregular areas at locations inaccessible to slip-form paving equipment, concrete pavement may be placed with approved placement and finishing equipment using stationary side forms. Hand screeding and float finishing may only be used on small irregular areas as allowed by the Engineer.

d. Vibrators. Vibrator shall be the internal type. Operating frequency for internal vibrators shall be between 8,000 and 12,000 vibrations per minute. Average amplitude for internal vibrators shall be 0.025- 0.05 inch.

The number, spacing, and frequency shall be as necessary to provide a dense and homogeneous pavement and meet the recommendations of American Concrete Institute (ACI) 309, Guide for Consolidation of Concrete. Adequate power to operate all vibrators shall be available on the paver. The vibrators shall be automatically controlled so that they shall be stopped as forward motion ceases. The Contractor shall provide an electronic or mechanical means to monitor vibrator status. The checks on vibrator status shall occur a minimum of two times per day or when requested by the Engineer.

Hand held vibrators may be used in irregular areas only, but shall meet the recommendations of ACI 309R, Guide for Consolidation of Concrete.

e. Concrete Saws. The Contractor shall provide sawing equipment adequate in number of units and power to complete the sawing to the required dimensions. The Contractor shall provide at least one standby saw in good working order and a supply of saw blades at the site of the work at all times during sawing operations. Early-entry saws may be used, subject to demonstration and approval of the Engineer.

f. Side Forms. Straight side forms shall be made of steel and shall be furnished in sections not less than 10 feet in length. Forms shall have a depth equal to the pavement thickness at the edge, and a base width equal to or greater than the depth. Flexible or curved forms of proper radius shall be used for curves of 100-foot radius or less. Forms shall be provided with adequate devices for secure settings so that when in place they will withstand, without visible spring or settlement, the impact and vibration of the consolidating and finishing equipment. Forms with battered top surfaces and bent, twisted or broken forms shall not be used. Built-up forms shall not be used, except as approved by the Engineer. The top face of the form shall not vary from a true plane more than 1/8 inch in 10 feet, and the upstanding leg shall not vary more than 1/4 inch. The forms shall contain provisions for locking the ends of abutting

sections together tightly for secure setting. Wood forms may be used under special conditions, when approved by the Engineer.

g. Pavers. The paver shall be fully energized, self-propelled, and designed for the specific purpose of placing, consolidating, and finishing the concrete pavement, true to grade, tolerances, and cross-section. It shall be of sufficient weight and power to construct the maximum specified concrete paving lane width as shown in the plans, at adequate forward speed, without transverse, longitudinal or vertical instability or without displacement. The paver shall be equipped with electronic or hydraulic horizontal and vertical control devices.

501-4.2 FORM SETTING. Forms shall be set sufficiently in advance of the concrete placement to ensure continuous paving operation. After the forms have been set to correct grade, the underlying surface shall be thoroughly tamped, either mechanically or by hand, at both the inside and outside edges of the base of the forms. Forms shall be staked into place sufficiently to maintain the form in position for the method of placement.

Form sections shall be tightly locked and shall be free from play or movement in any direction. The forms shall not deviate from true line by more than 1/8 inch at any joint. Forms shall be so set that they will withstand, without visible spring or settlement, the impact and vibration of the consolidating and finishing equipment. Forms shall be cleaned and oiled prior to the placing of concrete.

The alignment and grade elevations of the forms shall be checked and corrections made by the Contractor immediately before placing the concrete.

501-4.3 CONDITIONING OF UNDERLYING SURFACE. The compacted underlying surface on which the pavement will be placed shall be widened approximately 3 feet to extend beyond the paving machine track to support the paver without any noticeable displacement. After the underlying surface has been placed and compacted to the required density, the areas that will support the paving machine and the area to be paved shall be trimmed or graded to the plan grade elevation and profile by means of a properly designed machine. The grade of the underlying surface shall be controlled by a positive grade control system using lasers, stringlines, or guide wires. If the density of the underlying surface is disturbed by the trimming operations, it shall be corrected by additional compaction and retested at the option of the Engineer before the concrete is placed except when stabilized subbases are being constructed. If damage occurs on a stabillzed subbase, it shall be corrected full depth by the Contractor. If traffic is allowed to use the prepared grade, the grade shall be checked and corrected immediately before the placement of concrete.

The prepared grade shall be moistened with water, without saturating, immediately ahead of concrete placement to prevent rapid loss of moisture from concrete. The underlying surface shall be protected so that it will be entirely free of frost when concrete is placed.

501-4.4 CONDITIONING OF UNDERLYING SURFACE, SIDE-FORM AND FILL-IN LANE CONSTRUCTION. The prepared underlying surface shall be moistened with water, without saturating, immediately ahead of concrete placement to prevent rapid loss of moisture from the concrete. Damage caused by hauling or usage of other equipment shall be corrected and retested at the option of the Engineers. If damage occurs to a stabilized subbase, it shall be corrected full depth by the Contractor. A template shall be provided and operated on the forms immediately in advance of the placing of all concrete. The template shall be propelled only by hand and not attached to a tractor or other power unit. Templates shall be adjustable so that they may be set and maintained at the correct contour of the underlying surface. The adjustment and operation of the templates shall be such as will provide an accurate retest of the grade before placing the concrete thereon. All excess material shall be removed and wasted. Low areas shall be filled and compacted to a condition similar to that of the surrounding grade. The underlying surface shall be protected so that it will be entirely free from frost when the concrete is placed. The use of chemicals to eliminate frost in the underlying surface shall not be permitted.

The template shall be maintained in accurate adjustment, at all times by the Contractor, and shall be checked daily.

501-4.5 HANDLING, MEASURING, AND BATCHING MATERIAL. The batch plant site, layout, equipment, and provisions for transporting material shall assure a continuous supply of material to the work. Stockpiles shall be constructed in such a manner that prevents segregation and intermixing of deleterious materials. Aggregates from different sources shall be stockpiled, weighed and batched separately at the concrete batch plant.

Aggregates that have become segregated or mixed with earth or foreign material shall not be used. All aggregates produced or handled by hydraulic methods, and washed aggregates, shall be stockpiled or binned for draining at least 12 hours before being batched. Rail shipments requiring more than 12 hours will be accepted as adequate binning only if the car bodies permit free drainage.

Batching plants shall be equipped to proportion aggregates and bulk cement, by weight, automatically using interlocked proportioning devices of an approved type. When bulk cement is used, the Contractor shall use a suitable method of handling the cement from weighing hopper to transporting container or into the batch itself for transportation to the mixer, such as a chute, boot, or other approved device, to prevent loss of cement. The device shall be arranged to provide positive assurance that the cement content specified is present in each batch.

501-4.6 MIXING CONCRETE. The concrete may be mixed at the work site, in a central mix plant or in truck mixers. The mixer shall be of an approved type and capacity. Mixing time shall be measured from the time all materials, except water, are emptied into the drum. All concrete shall be mixed and delivered to the site in accordance with the requirements of ASTM C94.

Mixed concrete from the central mixing plant shall be transported in truck mixers, truck agitators, or non-agitating trucks. The elapsed time from the addition of cementitious material to the mix until the concrete is deposited in place at the work site shall not exceed 30 minutes when the concrete is hauled in non-agitating trucks, nor 90 minutes when the concrete is hauled in truck mixers or truck agitators.

Retempering concrete by adding water or by other means will not be permitted. With transit mixers additional water may be added to the batch materials and additional mixing performed to increase the slump to meet the specified requirements provided the addition of water is performed within 45 minutes after the initial mixing operations and provided the water/cementitious ratio specified in the approved mix design is not exceeded, and approved by the Engineer.

501-4.7 LIMITATIONS ON MIXING AND PLACING. No concrete shall be mixed, placed, or finished when the natural light is insufficient, unless an adequate and approved artificial lighting system is operated.

a. Cold Weather. Unless authorized in writing by the Engineer, mixing and concreting operations shall be discontinued when a descending air temperature in the shade and away from artificial heat reaches 40°F and shall not be resumed until an ascending air temperature in the shade and away from artificial heat reaches 35°F.

The aggregate shall be free of ice, snow, and frozen lumps before entering the mixer. The temperature of the mixed concrete shall not be less than 50°F at the time of placement. Concrete shall not be placed on frozen material nor shall frozen aggregates be used in the concrete.

When concreting is authorized during cold weather, water and/or the aggregates may be heated to not more than 150°F. The apparatus used shall heat the mass uniformly and shall be arranged to preclude the possible occurrence of overheated areas which might be detrimental to the materials

b. Hot Weather. During periods of hot weather when the maximum daily air temperature exceeds 85°F, the following precautions shall be taken.

The forms and/or the underlying surface shall be sprinkled with water immediately before placing the concrete. The concrete shall be placed at the coolest temperature practicable, and in no case shall the temperature of the concrete when placed exceed 90°F. The aggregates and/or mixing water shall be cooled as necessary to maintain the concrete temperature at or not more than the specified maximum.

The finished surfaces of the newly laid pavement shall be kept damp by applying a water-fog or mist with approved spraying equipment until the pavement is covered by the curing medium. When necessary, wind screens shall be provided to protect the concrete from an evaporation rate in excess of 0.2 psf per hour. When conditions are such that problems with plastic cracking can be expected, and particularly if any plastic cracking begins to occur, the Contractor shall immediately take such additional measures as necessary to protect the concrete surface. Such measures shall consist of wind screens, more effective fog sprays, and similar measures commencing immediately behind the paver. If these measures are not effective in preventing plastic cracking, paving operations shall be immediately stopped.

c. Temperature Management Program. Prior to the start of paving operation for each day of paving, the contractor shall provide the engineer with a Temperature Management Program for the concrete to be placed to assure that uncontrolled cracking is avoided. As a minimum, the program shall address the following items:

(1) Anticipated tensile strains in the fresh concrete as related to heating and cooling of the concrete material.

(2) Anticipated weather conditions such as ambient temperatures, wind velocity, and relative humidity; and anticipated evaporation rate using Figure 11-8, PCA, Design and Control of Concrete Mixtures.

(3) Anticipated timing of initial sawing of joint.

(4) Anticipated number and type of saws to be used.

501-4.8 PLACING CONCRETE. At any point in concrete conveyance, the free vertical drop of the concrete from one point to another or to the underlying surface shall not exceed 3 feet. The finished concrete product must be dense and homogeneous, without segregation and conforming to the standards in this specification. Backhoes and grading equipment shall not be used to distribute the concrete in front of the paver. Front end loaders will not be used. All concrete shall be consolidated without voids or segregation, including under and around all load-transfer devices, joint assembly units, and other features embedded in the pavement. Hauling equipment or other mechanical equipment can be permitted on adjoining previously constructed pavement when the concrete strength reaches **a flexural strength of 550 psi, based** on the average of four field cured specimens per 2,000 cubic yards of concrete placed. Also, subgrade and subbase planers, concrete pavers, and concrete finishing equipment may be permitted to ride upon the edges of previously constructed pavement when the concrete has attained a minimum flexural strength of 400 psi.

The Contractor shall have available materials for the protection of the concrete during inclement weather. Such protective materials shall consist of rolled polyethylene sheeting at least 4 mils thick of sufficient length and width to cover the plastic concrete slab and any edges. The sheeting may be mounted on either the paver or a separate movable bridge from which it can be unrolled without dragging over the plastic concrete surface. When rain appears imminent, all paving operations shall stop and all available personnel shall begin covering the surface of the unhardened concrete with the protective covering.

a. Slip-Form Construction. The concrete shall be distributed uniformly into final position by a self- propelled slip-form paver without delay. The alignment and elevation of the paver shall be regulated from outside reference lines established for this purpose. The paver shall vibrate the concrete for the full

width and depth of the strip of pavement being placed and the vibration shall be adequate to provide a consistency of concrete that will stand normal to the surface with sharp well defined edges. The sliding forms shall be rigidly held together laterally to prevent spreading of the forms. The plastic concrete shall be effectively consolidated by internal vibration with transverse vibrating units for the full width of the pavement and/or a series of equally placed longitudinal vibrating units. The space from the outer edge of the pavement to longitudinal unit shall not exceed 9 inches for slipform and at the end of the dowels for the fill-in lanes. The spacing of internal units shall be uniform and shall not exceed 18 inches.

The term internal vibration means vibrating units located within the specified thickness of pavement section.

The rate of vibration of each vibrating unit shall be within 8000 to 12000 cycles per minute and the amplitude of vibration shall be sufficient to be perceptible on the surface of the concrete along the entire length of the vibrating unit and for a distance of at least one foot. The frequency of vibration or amplitude shall vary proportionately with the rate of travel to result in a uniform density and air content. The paving machine shall be equipped with a tachometer or other suitable device for measuring and indicating the actual frequency of vibrations.

The concrete shall be held at a uniform consistency. The slip-form paver shall be operated with as nearly a continuous forward movement as possible and all operations of mixing, delivering, and spreading concrete shall be coordinated to provide uniform progress with stopping and starting of the paver held to a minimum. If for any reason, it is necessary to stop the forward movement of the paver, the vibratory and tamping elements shall also be stopped immediately. No tractive force shall be applied to the machine, except that which is controlled from the machine.

When concrete is being placed adjacent to an existing pavement, that part of the equipment which is supported on the existing pavement shall be equipped with protective pads on crawler tracks or rubber-tired wheels on which the bearing surface is offset to run a sufficient distance from the edge of the pavement to avoid breaking the pavement edge.

Not more than 15% of the total free edge of each 500 foot segment of pavement, or fraction thereof, shall have an edge slump exceeding 1/4 inch, and none of the free edge of the pavement shall have an edge slump exceeding 3/8 inch. (The total free edge of 500 feet of pavement will be considered the cumulative total linear measurement of pavement edge originally constructed as nonadjacent to any existing pavement; that is, 500 feet of paving lane originally constructed as a separate lane will have 1,000 feet of free edge, 500 feet of fill-in lane will have no free edge, etc.). The area affected by the downward movement of the concrete along the pavement edge shall be limited to not more than 18 inches from the edge. When excessive edge slump cannot be corrected before the concrete has hardened, the area with excessive edge slump shall be removed and replaced at the expense of the Contractor as directed by the Engineer.to run a sufficient distance from the edge of the pavement to avoid breaking the pavement edge.

b. Side-Form Construction. Side form sections shall be straight, free from warps, bends, indentations, or other defects. Defective forms shall be removed from the work. Metal side forms shall be used except at end closures and transverse construction joints where straight forms of other suitable material may be used.

Side forms may be built up by rigidly attaching a section to either top or bottom of forms. If such build-up is attached to the top of metal forms, the build-up shall also be metal.

Width of the base of all forms shall be equal to or greater than the specified pavement thickness.

Side forms shall be of sufficient rigidity, both in the form and in the interlocking connection with adjoining forms, that springing will not occur under the weight of subgrading and paving equipment or from the pressure of the concrete. The Contractor shall provide sufficient forms so that there will be no delay in placing concrete due to lack of forms.

Before placing side forms, the underlying material shall be at the proper grade. Side forms shall have full bearing upon the foundation throughout their length and width of base and shall be placed to the required grade and alignment of the finished pavement. They shall be firmly supported during the entire operation of placing, compacting, and finishing the pavement.

Forms shall be drilled in advance of being placed to line and grade to accommodate tie bars where these are specified.

Immediately in advance of placing concrete and after all subbase operations are completed, side forms shall be trued and maintained to the required line and grade for a distance sufficient to prevent delay in placing.

Side forms shall remain in place at least 12 hours after the concrete has been placed, and in all cases until the edge of the pavement no longer requires the protection of the forms. Curing compound shall be applied to the concrete immediately after the forms have been removed.

Side forms shall be thoroughly cleaned and oiled each time they are used and before concrete is placed against them.

Concrete shall be spread, screeded, shaped and consolidated by one or more self-propelled machines.

These machines shall uniformly distribute and consolidate concrete without segregation so that the completed pavement will conform to the required cross-section with a minimum of handwork.

The number and capacity of machines furnished shall be adequate to perform the work required at a rate equal to that of concrete delivery.

Concrete for the full paving width shall be effectively consolidated by internal vibrators without causing segregation. Internal type vibrators' rate of vibration shall be not less than 7,000 cycles per minute. Amplitude of vibration shall be sufficient to be perceptible on the surface of the concrete more than one foot from the vibrating element. The Contractor shall furnish a tachometer or other suitable device for measuring and indicating frequency of vibration.

Power to vibrators shall be connected so that vibration ceases when forward or backward motion of the machine is stopped.

The provisions relating to the frequency and amplitude of internal vibration shall be considered the minimum requirements and are intended to ensure adequate density in the hardened concrete.

c. Consolidation. Concrete shall be consolidated with the specified type of lane-spanning, gang-mounted, mechanical, immersion type vibrating equipment mounted in front of the paver, supplemented, in rare instances as specified, by hand-operated vibrators. The vibrators shall be inserted into the concrete to a depth that will provide the best full-depth consolidation but not closer to the underlying material than 2 inches. Excessive vibration shall not be permitted. If the vibrators cause visible tracking in the paving lane, the paving operation shall be stopped and equipment and operations modified to prevent it. Concrete in small, odd-shaped slabs or in isolated locations inaccessible to the gang-mounted vibration equipment shall be vibrated with an approved hand-operated immersion vibrator operated from a bridge spanning the area. Vibrators shall not be used to transport or spread the concrete. Hand-operated vibrators shall not be operated in the concrete at one location for more than 20 seconds. Insertion locations for hand-operated vibrators shall be between 6 to 15 inches on centers. For each paving train, at least one additional vibrator spud, or sufficient parts for rapid replacement and repair of vibrators shall be maintained at the paving site at all times. Any evidence of inadequate consolidation (honeycomb along the edges, large air pockets, or any other evidence) shall require the immediate stopping of the paving operation and adjustment of the equipment or procedures as approved by the Engineer.

If a lack of consolidation of the concrete is suspected by the Engineer, referee testing may be required. Referee testing of hardened concrete will be performed by the Engineer by cutting cores from the finished pavement after a minimum of 24 hours curing. Density determinations will be made by the Engineer based on the water content of the core as taken. ASTM C642 shall be used for the determination of core density in the saturated-surface dry condition. When required, referee cores will be taken at the minimum rate of one for each 500 cubic yards of pavement, or fraction. The Contractor shall be responsible for all referee testing cost if they fail to meet the required density.

The average density of the cores shall be at least 97% of the original mix design density, with no cores having a density of less than 96% of the original mix design density. Failure to meet the referee tests will be considered evidence that the minimum requirements for vibration are inadequate for the job conditions. Additional vibrating units or other means of increasing the effect of vibration shall be employed so that the density of the hardened concrete conforms to the above requirements.

501-4.9 STRIKE-OFF OF CONCRETE AND PLACEMENT OF REINFORCEMENT. Following the placing of the concrete, it shall be struck off to conform to the cross-section shown on the plans and to an elevation that when the concrete is properly consolidated and finished, the surface of the pavement shall be at the elevation shown on the plans. When reinforced concrete pavement is placed in two layers, the bottom layer shall be struck off to such length and depth that the sheet of reinforcing steel fabric or bar mat may be laid full length on the concrete in its final position without further manipulation. The reinforcement shall then be placed directly upon the concrete, after which the top layer of the concrete shall be placed, struck off, and screeded. If any portion of the bottom layer of concrete has been placed more than 30 minutes without being covered with the top layer or if initial set has taken place, it shall be removed and replaced with freshly mixed concrete at the Contractor's expense. When reinforced concrete is placed in one layer, the reinforcement may be positioned in advance of concrete placement or it may be placed in plastic concrete by mechanical or vibratory means after spreading.

Reinforcing steel, at the time concrete is placed, shall be free of mud, oil, or other organic matter that may adversely affect or reduce bond. Reinforcing steel with rust, mill scale or a combination of both will be considered satisfactory, provided the minimum dimensions, weight, and tensile properties of a hand wire- brushed test specimen are not less than the applicable ASTM specification requirements.

501-4.10 JOINTS. Joints shall be constructed as shown on the plans and in accordance with these requirements. All joints shall be constructed with their faces perpendicular to the surface of the pavement and finished or edged as shown on the plans. Joints shall not vary more than 1/2 inch from their designated position and shall be true to line with not more than 1/4 inch variation in 10 feet. The surface across the joints shall be tested with a 12 feet straightedge as the joints are finished and any irregularities in excess of 1/4 inch shall be corrected before the concrete has hardened. All joints shall be so prepared, finished, or cut to provide a groove of uniform width and depth as shown on the plans.

a. Construction. Longitudinal construction joints shall be slip-formed or formed against side forms as shown in the plans.

Transverse construction joints shall be installed at the end of each day's placing operations and at any other points within a paving lane when concrete placement is interrupted for more than 30 minutes or it appears that the concrete will obtain its initial set before fresh concrete arrives. The installation of the joint shall be located at a planned contraction or expansion joint. If placing of the concrete is stopped, the Contractor shall remove the excess concrete back to the previous planned joint.

b. Contraction. Contraction joints shall be installed at the locations and spacing as shown on the plans. Contraction joints shall be installed to the dimensions required by forming a groove or cleft in the top of the slab while the concrete is still plastic or by sawing a groove into the concrete surface after the concrete has hardened. When the groove is formed in plastic concrete the sides of the grooves shall be finished even and smooth with an edging tool. If an insert material is used, the installation and edge finish shall be according to the manufacturer's instructions. The groove shall be finished or cut clean so that

spalling will be avoided at intersections with other joints. Grooving or sawing shall produce a slot at least 1/8 inch wide and to the depth shown on the plans.

c. Isolation (expansion). Isolation joints shall be installed as shown on the plans. The premolded filler of the thickness as shown on the plans, shall extend for the full depth and width of the slab at the joint, except for space for sealant at the top of the slab. The filler shall be securely staked or fastened into position perpendicular to the proposed finished surface. A cap shall be provided to protect the top edge of the filler and to permit the concrete to be placed and finished. After the concrete has been placed and struck off, the cap shall be carefully withdrawn leaving the space over the premolded filler. The edges of the joint shall be finished and tooled while the concrete is still plastic. Any concrete bridging the joint space shall be removed for the full width and depth of the joint.

d. Tie bars. Tie bars shall consist of deformed bars installed in joints as shown on the plans. Tie bars shall be placed at right angles to the centerline of the concrete slab and shall be spaced at intervals shown on the plans. They shall be held in position parallel to the pavement surface and in the middle of the slab depth. When tie bars extend into an unpaved lane, they may be bent against the form at longitudinal construction joints, unless threaded bolt or other assembled tie bars are specified. Tie bars shall not be painted, greased, or enclosed in sleeves. When slip-form operations call for tie bars, two-piece hook bolts can be installed.

e. Dowel bars. Dowel bars or other load-transfer units of an approved type shall be placed across joints as shown on the plans. They shall be of the dimensions and spacings as shown and held rigidly in the middle of the slab depth in the proper horizontal and vertical alignment by an approved assembly device to be left permanently in place. The dowel or load-transfer and joint devices shall be rigid enough to permit complete assembly as a unit ready to be lifted and placed into position. The dowels shall be coated with a bond-breaker or other lubricant recommended by the manufacturer and approved by the Engineer.

f. Dowels bars at longitudinal construction joints shall be bonded in drilled holes.

g. Placing dowels and tie bars. The method used in installing and holding dowels in position shall ensure that the error in alignment of any dowel from its required horizontal and vertical alignment after the pavement has been completed will not be greater than 1/8 inch per feet. Except as otherwise specified below, horizontal spacing of dowels shall be within a tolerance of ±5/8 inch. The vertical location on the face of the slab shall be within a tolerance of ±1/2 inch. The vertical alignment of the dowels shall be measured parallel to the designated top surface of the pavement, except for those across the crown or other grade change joints. Dowels across crowns and other joints at grade changes shall be measured to a level surface. Horizontal alignment shall be checked perpendicular to the joint edge. The horizontal alignment shall be checked with a framing square. Dowels and tie bars shall not be placed closer than 0.6 times the dowel bar or tie bar length to the planned joint line. If the last regularly spaced longitudinal dowel tie bar is closer than that dimension, it shall be moved away from the joint to a location 0.6 times the dowel bar or tie bar length, but not closer than 6 inches to its nearest neighbor. The portion of each dowel intended to move within the concrete or expansion cap shall be wiped clean and coated with a thin, even film of lubricating oil or light grease before the concrete is placed. Dowels shall be installed as specified in the following subparagraphs.

(1) Contraction joints. Dowels and tie bars in longitudinal and transverse contraction joints within the paving lane shall be held securely in place, as indicated, by means of rigid metal frames or basket assemblies of an approved type. The basket assemblies shall be held securely in the proper location by means of suitable pins or anchors. Do not cut or crimp the dowel basket tie wires. At the Contractor's option, in lieu of the above, dowels and tie bars in contraction joints shall be installed near the front of the paver by insertion into the plastic concrete using approved equipment and procedures. Approval will be based on the results of a preconstruction demonstration, showing that the dowels and tie bars are installed within specified tolerances.

(2) Construction joints. Install dowels and tie bars by the cast-in-place or the drill-and-dowel method. Installation by removing and replacing in preformed holes will not be permitted. Dowels and tie bars shall be prepared and placed across joints where indicated, correctly aligned, and securely held in the proper horizontal and vertical position during placing and finishing operations, by means of devices fastened to the forms. The spacing of dowels and tie bars in construction joints shall be as indicated.

(3) Dowels installed in isolation joints and other hardened concrete. Install dowels for isolation joints and in other hardened concrete by bonding the dowels into holes drilled into the hardened concrete. The concrete shall have cured for seven (7) days or reached a minimum **flexural strength of 450 psi** before drilling commences. Holes 1/8 inch greater in diameter than the dowels shall be drilled into the hardened concrete using rotary-core drills. Rotary-percussion drills may be used, provided that excessive spalling does not occur to the concrete joint face. Modification of the equipment and operation shall be required if, in the Engineer's opinion, the equipment and/or operation is causing excessive damage. Depth of dowel hole shall be within a tolerance of ±1/2 inch of the dimension shown on the drawings. On completion of the drilling operation, the dowel hole shall be blown out with oil-free, compressed air. Dowels shall be bonded in the drilled holes using epoxy resin. Epoxy resin shall be injected at the back of the hole before installing the dowel and extruded to the collar during insertion of the dowel so as to completely fill the void around the dowel. Application by buttering the dowel will not be permitted. The dowels shall be held in alignment at the collar of the hole, after insertion and before the grout hardens, by means of a suitable metal or plastic grout retention ring fitted around the dowel. Dowels required to be installed in any joints between new and existing concrete shall be grouted in holes drilled in the existing concrete, all as specified above.

h. Sawing of Joints. Joints shall be cut as shown on the plans. Equipment shall be as described in paragraph 501-4.1. The circular cutter shall be capable of cutting a groove in a straight line and shall produce a slot at least 1/8 inch wide and to the depth shown on the plans. The top of the slot shall be widened by sawing to provide adequate space for joint sealers as shown on the plans. Sawing shall commence, without regard to day or night, as soon as the concrete has hardened sufficiently to permit cutting without chipping, spalling, or tearing and before uncontrolled shrinkage cracking of the pavement occurs and shall continue without interruption until all joints have been sawn. The joints shall be sawn at the required spacing. All slurry and debris produced in the sawing of joints shall be removed by vacuuming and washing. Curing compound or system shall be reapplied in the initial sawcut and maintained for the remaining cure period.

501-4.11 FINISHING. Finishing operations shall be a continuing part of placing operations starting immediately behind the strike-off of the paver. Initial finishing shall be provided by the transverse screed or extrusion plate. The sequence of operations shall be transverse finishing, longitudinal machine floating if used, straightedge finishing, texturing, and then edging of joints. Finishing shall be by the machine method. The hand method shall be used only on isolated areas of odd slab widths or shapes and in the event of a breakdown of the mechanical finishing equipment. Supplemental hand finishing for machine finished pavement shall be kept to an absolute minimum. Any machine finishing operation which requires appreciable hand finishing, other than a moderate amount of straightedge finishing, shall be immediately stopped and proper adjustments made or the equipment replaced. Any operations which produce more than 1/8 inch of mortar-rich surface (defined as deficient in plus U.S. No. 4 (4.75 mm) sieve size aggregate) shall be halted immediately and the equipment, mixture, or procedures modified as necessary. Compensation shall be made for surging behind the screeds or extrusion plate and settlement during hardening and care shall be taken to ensure that paving and finishing machines are properly adjusted so that the finished surface of the concrete (not just the cutting edges of the screeds) will be at the required line and grade. Finishing equipment and tools shall be maintained clean and in an approved condition. At no time shall water be added to the surface of the slab with the finishing equipment or tools, or in any other way, except for fog (mist) sprays specified to prevent plastic shrinkage cracking.

a. Machine finishing with slipform pavers. The slipform paver shall be operated so that only a very minimum of additional finishing work is required to produce pavement surfaces and edges meeting the specified tolerances. Any equipment or procedure that fails to meet these specified requirements shall immediately be replaced or modified as necessary. A self-propelled non-rotating pipe float may be

used while the concrete is still plastic, to remove minor irregularities and score marks. Only one pass of the pipe float shall be allowed. If there is concrete slurry or fluid paste on the surface that runs over the edge of the pavement, the paving operation shall be immediately stopped and the equipment, mixture, or operation modified to prevent formation of such slurry. Any slurry which does run down the vertical edges shall be immediately removed by hand, using stiff brushes or scrapers. No slurry, concrete or concrete mortar shall be used to build up along the edges of the pavement to compensate for excessive edge slump, either while the concrete is plastic or after it hardens.

b. Machine finishing with fixed forms. The machine shall be designed to straddle the forms and shall be operated to screed and consolidate the concrete. Machines that cause displacement of the forms shall be replaced. The machine shall make only one pass over each area of pavement. If the equipment and procedures do not produce a surface of uniform texture, true to grade, in one pass, the operation shall be immediately stopped and the equipment, mixture, and procedures adjusted as necessary.

c. Other types of finishing equipment. Clary screeds, other rotating tube floats, or bridge deck finishers are not allowed on mainline paving, but may be allowed on irregular or odd-shaped slabs, and near buildings or trench drains, subject to the Engineer's approval.

Bridge deck finishers shall have a minimum operating weight of 7500 pounds and shall have a transversely operating carriage containing a knock-down auger and a minimum of two immersion vibrators. Vibrating screeds or pans shall be used only for isolated slabs where hand finishing is permitted as specified, and only where specifically approved.

d. Hand Finishing. Hand finishing methods will not be permitted, except under the following conditions: (1) in the event of breakdown of the mechanical equipment, hand methods may be used to finish the concrete already deposited on the grade and (2) in areas of narrow widths or of irregular dimensions where operation of the mechanical equipment is impractical. Use hand finishing operations only as specified below.

(1) Equipment and screed. In addition to approved mechanical internal vibrators for consolidating the concrete, provide a strike-off and tamping screed and a longitudinal float for hand finishing. The screed shall be at least one foot longer than the width of pavement being finished, of an approved design, and sufficiently rigid to retain its shape, and shall be constructed of metal or other suitable material shod with metal. The longitudinal float shall be at least 10 feet long, of approved design, and rigid and substantially braced, and shall maintain a plane surface on the bottom. Grate tampers (jitterbugs) shall not be used.

(2) Finishing and floating. As soon as placed and vibrated, the concrete shall be struck off and screeded to the crown and cross-section and to such elevation above grade that when consolidated and finished, the surface of the pavement will be at the required elevation. In addition to previously specified complete coverage with handheld immersion vibrators, the entire surface shall be tamped with the strike- off and tamping template, and the tamping operation continued until the required compaction and reduction of internal and surface voids are accomplished. Immediately following the final tamping of the surface, the pavement shall be floated longitudinally from bridges resting on the side forms and spanning but not touching the concrete. If necessary, additional concrete shall be placed, consolidated and screeded, and the float operated until a satisfactory surface has been produced. The floating operation shall be advanced not more than half the length of the float and then continued over the new and previously floated surfaces.

e. Straight-edge Testing and Surface Correction. After the pavement has been struck off and while the concrete is still plastic, it shall be tested for trueness with a Contractor furnished 12-foot straightedge swung from handles 3 feet longer than one-half the width of the slab. The straightedge shall be held in contact with the surface in successive positions parallel to the centerline and the whole area gone over from one side of the slab to the other, as necessary. Advancing shall be in successive stages of not more than one-half the length of the straightedge. Any excess water and laitance in excess of 1/8

inch thick shall be removed from the surface of the pavement and wasted. Any depressions shall be immediately filled with freshly mixed concrete, struck off, consolidated, and refinished. High areas shall be cut down and refinished. Special attention shall be given to assure that the surface across joints meets the smoothness requirements of paragraph 501-5.2e(3). Straightedge testing and surface corrections shall continue until the entire surface is found to be free from observable departures from the straightedge and until the slab conforms to the required grade and cross-section. The use of long-handled wood floats shall be confined to a minimum; they may be used only in emergencies and in areas not accessible to finishing equipment. This straight-edging is not a replacement for the straightedge testing of paragraph 501-5.2e(3), Smoothness.

501-4.12 SURFACE TEXTURE. The surface of the pavement shall be finished with either a brush or broom, burlap drag, or artificial turf finish for all newly constructed concrete pavements. It is important that the texturing equipment not tear or unduly roughen the pavement surface during the operation. Any imperfections resulting from the texturing operation shall be corrected to the satisfaction of the Engineer.

a. Burlap Drag Finish. If a burlap drag is used to texture the pavement surface, it shall be at least 15 ounces per square yard (555 grams per square meter). To obtain a textured surface, the transverse threads of the burlap shall be removed approximately one foot from the trailing edge. A heavy buildup of grout on the burlap threads produces the desired wide sweeping longitudinal striations on the pavement surface. The corrugations shall be uniform in appearance and approximately 1/16 inch in depth.

501-4.13 CURING. Immediately after finishing operations are completed and marring of the concrete will not occur, the entire surface of the newly placed concrete shall be cured for a 7-day cure period in accordance with one of the methods below. Failure to provide sufficient cover material of whatever kind the Contractor may elect to use, or lack of water to adequately take care of both curing and other requirements, shall be cause for immediate suspension of concreting operations. The concrete shall not be left exposed for more than 1/2 hour during the curing period.

When a two-sawcut method is used to construct the contraction joint, the curing compound shall be applied to the sawcut immediately after the initial cut has been made. The sealant reservoir shall not be sawed until after the curing period has been completed. When the one cut method is used to construct the contraction joint, the joint shall be cured with wet rope, wet rags, or wet blankets. The rags, ropes, or blankets shall be kept moist for the duration of the curing period.

a. Impervious Membrane Method. The entire surface of the pavement shall be sprayed uniformly with white pigmented curing compound immediately after the finishing of the surface and before the set of the concrete has taken place. The curing compound shall not be applied during rainfall. Curing compound shall be applied by mechanical sprayers under pressure at the rate of one gallon to not more than 150 sq ft. The spraying equipment shall be of the fully atomizing type equipped with a tank agitator. At the time of use, the compound shall be in a thoroughly mixed condition with the pigment uniformly dispersed throughout the vehicle. During application the compound shall be stirred continuously by mechanical means. Hand spraying of odd widths or shapes and concrete surfaces exposed by the removal of forms will be permitted. When hand spraying is approved by the Engineer, a double application rate shall be used to ensure coverage. The curing compound shall be of such character that the film will harden within 30 minutes after application. Should the film become damaged from any cause, including sawing operations, within the required curing period, the damaged portions shall be repaired immediately with additional compound or other approved means. Upon removal of side forms, the sides of the exposed slabs shall be protected immediately to provide a curing treatment equal to that provided for the surface. Curing shall be applied immediately after the bleed water is gone from the surface.

b. White burlap-polyethylene sheets. The surface of the pavement shall be entirely covered with the sheeting. The sheeting used shall be such length (or width) that it will extend at least twice the thickness of the pavement beyond the edges of the slab. The sheeting shall be placed so that the entire surface and both edges of the slab are completely covered. The sheeting shall be placed and weighted to

remain in contact with the surface covered, and the covering shall be maintained fully saturated and in position for seven (7) days after the concrete has been placed.

~~**c. Water Method.** The entire area shall be covered with burlap or other water absorbing material. The material shall be of sufficient thickness to retain water for adequate curing without excessive runoff. The material shall be kept wet at all times and maintained for seven (7) days. When the forms are stripped, the vertical walls shall also be kept moist. It shall be the responsibility of the Contractor to prevent ponding of the curing water on the subbase.~~

d. Concrete protection for cold weather. The concrete shall be maintained at an ambient temperature of at least 50°F for a period of 72 hours after placing and at a temperature above freezing for the remainder of the curing time. The Contractor shall be responsible for the quality and strength of the concrete placed during cold weather; and any concrete damaged shall be removed and replaced at the Contractor's expense.

e. Concrete protection for hot weather. Concrete should be continuous moisture cured for the entire curing period and shall commence as soon as the surfaces are finished and continue for at least 24 hours. However, if moisture curing is not practical beyond 24 hours, the concrete surface shall be protected from drying with application of a liquid membrane-forming curing compound while the surfaces are still damp. Other curing methods may be approved by the Engineer.

501-4.14 REMOVING FORMS. Unless otherwise specified, forms shall not be removed from freshly placed concrete until it has hardened sufficiently to permit removal without chipping, spalling, or tearing. After the forms have been removed, the sides of the slab shall be cured as per the methods indicated in paragraph 501-4.13. Major honeycombed areas shall be considered as defective work and shall be removed and replaced in accordance with paragraph 501-5.2(f).

501-4.15 SAW-CUT GROOVING. If shown on the plans, grooved surfaces shall be provided in accordance with the requirements of Item P-621.

501-4.16 SEALING JOINTS. The joints in the pavement shall be sealed in accordance with Item **P-605.**

501-4.17 PROTECTION OF PAVEMENT. The Contractor shall protect the pavement and its appurtenances against both public traffic and traffic caused by the Contractor's employees and agents until accepted by the Engineer. This shall include watchmen to direct traffic and the erection and maintenance of warning signs, lights, pavement bridges, crossovers, and protection of unsealed joints from intrusion of foreign material, etc. Any damage to the pavement occurring prior to final acceptance shall be repaired or the pavement replaced at the Contractor's expense.

Aggregates, rubble, or other similar construction materials shall not be placed on airfield pavements. Traffic shall be excluded from the new pavement by erecting and maintaining barricades and signs until the concrete is at least seven (7) days old, or for a longer period if directed by the Engineer.

In paving intermediate lanes between newly paved pilot lanes, operation of the hauling and paving equipment will be permitted on the new pavement after the pavement has been cured for seven (7) days and the joints have been sealed or otherwise protected, and the concrete has attained a minimum field cured flexural strength of 550 psi and approved means are furnished to prevent damage to the slab edge.

All new and existing pavement carrying construction traffic or equipment shall be continuously kept completely clean, and spillage of concrete or other materials shall be cleaned up immediately upon occurrence.

Damaged pavements shall be removed and replaced at the Contractor's expense. Slabs shall be removed to the full depth, width, and length of the slab.

501-4.18 OPENING TO TRAFFIC. The pavement shall not be opened to traffic until test specimens molded and cured in accordance with ASTM C31 have attained a flexural strength of 550 lb / square inch when tested in accordance with ASTM C78. If such tests are not conducted, the pavement shall not be opened to traffic until 14 days after the concrete was placed. Prior to opening the pavement to construction traffic, all joints shall either be sealed or protected from damage to the joint edge and intrusion of foreign materials into the joint. As a minimum, backer rod or tape may be used to protect the joints from foreign matter intrusion.

501-4.19 REPAIR, REMOVAL, REPLACEMENT OF SLABS.

a. General. New pavement slabs that are broken or contain cracks or are otherwise defective or unacceptable shall be removed and replaced or repaired, as directed by the Engineer and as specified hereinafter at no cost to the Owner. Spalls along joints shall be repaired as specified. Removal of partial slabs is not permitted. Removal and replacement shall be full depth, shall be full width of the slab, and the limit of removal shall be normal to the paving lane and to each original transverse joint. The Engineer will determine whether cracks extend full depth of the pavement and may require cores to be drilled on the crack to determine depth of cracking. Such cores shall be 4 inch diameter, shall be drilled by the Contractor and shall be filled by the Contractor with a well consolidated concrete mixture bonded to the walls of the hole with epoxy resin, using approved procedures. Drilling of cores and refilling holes shall be at no expense to the Owner. All epoxy resin used in this work shall conform to ASTM C881, Type V. Repair of cracks as described in this section shall not be allowed if in the opinion of the Engineer the overall condition of the pavement indicates that such repair is unlikely to achieve an acceptable and durable finished pavement. No repair of cracks shall be allowed in any panel that demonstrates segregated aggregate with an absence of coarse aggregate in the upper 1/8 inch of the pavement surface.

b. Shrinkage Cracks. Shrinkage cracks, which do not exceed 4 inches in depth, shall be cleaned and then pressure injected with epoxy resin, Type IV, Grade 1, using procedures as approved by the Engineer. Care shall be taken to assure that the crack is not widened during epoxy resin injection. All epoxy resin injection shall take place in the presence of the Engineer. Shrinkage cracks, which exceed 4 inches in depth, shall be treated as full depth cracks in accordance with paragraphs 4.19b and 4.19c.

c. Slabs With Cracks through Interior Areas. Interior area is defined as that area more than 6 inches from either adjacent original transverse joint. The full slab shall be removed and replaced at no cost to the Owner, when there are any full depth cracks, or cracks greater than 4 inches in depth, that extend into the interior area.

d. Cracks Close To and Parallel To Joints. All cracks essentially parallel to original joints, extending full depth of the slab, and lying wholly within 6 inches either side of the joint shall be treated as specified here. Any crack extending more than 6 inches from the joint shall be treated as specified above in subparagraph c.

(1) Full Depth Cracks Present, Original Joint Not Opened. When the original un-cracked joint has not opened, the crack shall be sawed and sealed, and the original joint filled with epoxy resin as specified below. The crack shall be sawed with equipment specially designed to follow random cracks. The reservoir for joint sealant in the crack shall be formed by sawing to a depth of 3/4 inches, ±1/16 inch, and to a width of 5/8 inch, ±1/8 inch. Any equipment or procedure which causes raveling or spalling along the crack shall be modified or replaced to prevent such raveling or spalling. The joint sealant shall be a liquid sealant as specified. Installation of joint seal shall be as specified for sealing joints or as directed. If the joint sealant reservoir has been sawed out, the reservoir and as much of the lower saw cut as possible shall be filled with epoxy resin, Type IV, Grade 2, thoroughly tooled into the void using approved procedures.

If only the original narrow saw cut has been made, it shall be cleaned and pressure injected with epoxy resin, Type IV, Grade 1, using approved procedures. If filler type material has been used to form a weakened plane in the transverse joint, it shall be completely sawed out and the saw cut pressure

injected with epoxy resin, Type IV, Grade 1, using approved procedures. Where a parallel crack goes part way across paving lane and then intersects and follows the original joint which is cracked only for the remained of the width, it shall be treated as specified above for a parallel crack, and the cracked original joint shall be prepared and sealed as originally designed.

(2) Full Depth Cracks Present, Original Joint Also Cracked. At a joint, if there is any place in the lane width where a parallel crack and a cracked portion of the original joint overlap, the entire slab containing the crack shall be removed and replaced for the full lane width and length.

e. Removal and Replacement of Full Slabs. Where it is necessary to remove full slabs, unless there are dowels present, all edges of the slab shall be cut full depth with a concrete saw. All saw cuts shall be perpendicular to the slab surface. If dowels, or tie bars are present along any edges, these edges shall be sawed full depth just beyond the end of the dowels or tie bars. These joints shall then be carefully sawed on the joint line to within one inch of the depth of the dowel or tie bar.

The main slab shall be further divided by sawing full depth, at appropriate locations, and each piece lifted out and removed. Suitable equipment shall be used to provide a truly vertical lift, and approved safe lifting devices used for attachment to the slabs. The narrow strips along doweled edges shall be carefully broken up and removed using light, hand-held jackhammers, 30 lb or less, or other approved similar equipment.

Care shall be taken to prevent damage to the dowels, tie bars, or to concrete to remain in place. The joint face below dowels shall be suitably trimmed so that there is not abrupt offset in any direction greater than 1/2 inch and no gradual offset greater than one inch when tested in a horizontal direction with a 12-foot straightedge.

No mechanical impact breakers, other than the above hand-held equipment shall be used for any removal of slabs. If underbreak between 1-1/2 and 4 inches deep occurs at any point along any edge, the area shall be repaired as directed before replacing the removed slab. Procedures directed will be similar to those specified for surface spalls, modified as necessary.

If underbreak over 4 inches deep occurs, the entire slab containing the underbreak shall be removed and replaced. Where there are no dowels or tie bars, or where they have been damaged, dowels or tie bars of the size and spacing as specified for other joints in similar pavement shall be installed by epoxy grouting them into holes drilled into the existing concrete using procedures as specified. Original damaged dowels or tie bars shall be cut off flush with the joint face. Protruding portions of dowels shall be painted and lightly oiled. All four (4) edges of the new slab shall contain dowels or original tie bars.

Placement of concrete shall be as specified for original construction. Prior to placement of new concrete, the underlying material (unless it is stabilized) shall be re-compacted and shaped as specified in the appropriate section of these specifications. The surfaces of all four joint faces shall be cleaned of all loose material and contaminants and coated with a double application of membrane forming curing compound as bond breaker. Care shall be taken to prevent any curing compound from contacting dowels or tie bars. The resulting joints around the new slab shall be prepared and sealed as specified for original construction.

f. Repairing Spalls Along Joints. Where directed, spalls along joints of new slabs, and along parallel cracks used as replacement joints, shall be repaired by first making a vertical saw cut at least one inch outside the spalled area and to a depth of at least 2 inch. Saw cuts shall be straight lines forming rectangular areas. The concrete between the saw cut and the joint, or crack, shall be chipped out to remove all unsound concrete and at least 1/2 inch of visually sound concrete. The cavity thus formed shall be thoroughly cleaned with high-pressure water jets supplemented with compressed air to remove all loose material. Immediately before filling the cavity, a prime coat of epoxy resin, Type III, Grade I, shall be applied to the dry cleaned surface of all sides and bottom of the cavity, except any joint face. The prime coat shall be applied in a thin coating and scrubbed into the surface with a stiff-bristle brush. Pooling of epoxy resin shall be avoided. The cavity shall be filled with low slump Portland cement

concrete or mortar or with epoxy resin concrete or mortar. Concrete shall be used for larger spalls, generally those more than 1/2 cu. ft. in size, and mortar shall be used for the smaller ones. Any spall less than 0.1 cu. ft. shall be repaired only with epoxy resin mortar or a Grade III epoxy resin. Portland cement concrete and mortar mixtures shall be proportioned as directed and shall be mixed, placed, consolidated, and cured as directed. Epoxy resin mortars shall be made with Type III, Grade 1, epoxy resin, using proportions and mixing and placing procedures as recommended by the manufacturer and approved by the Engineer. The epoxy resin materials shall be placed in the cavity in layers not over 2 inches thick. The time interval between placement of additional layers shall be such that the temperature of the epoxy resin material does not exceed 140°F at any time during hardening. Mechanical vibrators and hand tampers shall be used to consolidate the concrete or mortar. Any repair material on the surrounding surfaces of the existing concrete shall be removed before it hardens. Where the spalled area abuts a joint, an insert or other bond-breaking medium shall be used to prevent bond at the joint face. A reservoir for the joint sealant shall be sawed to the dimensions required for other joints, or as required to be routed for cracks. The reservoir shall be thoroughly cleaned and sealed with the sealer specified for the joints. If any spall penetrates half the depth of the slab or more, the entire slab shall be removed and replaced as previously specified If any spall would require over 25% of the length of any single joint to be repaired, the entire slab shall be removed and replaced. Repair of spalls as described in this section shall not be allowed if in the opinion of the Engineer the overall condition of the pavement indicates that such repair is unlikely to achieve an acceptable and durable finished pavement. No repair of spalls shall be allowed in any panel that demonstrates segregated aggregate with a significant absence of coarse aggregate in the upper one-eight (1/8th) inch of the pavement surface.

g. Diamond grinding of PCC surfaces. Diamond grinding of the hardened concrete with an approved diamond grinding machine should not be performed until the concrete is 14 days or more old and concrete has reached full minimum strength. When required, diamond grinding shall be accomplished by sawing with saw blades impregnated with industrial diamond abrasive. The saw blades shall be assembled in a cutting head mounted on a machine designed specifically for diamond grinding that will produce the required texture and smoothness level without damage to the pavement. The saw blades shall be 1/8-inch wide and there shall be a minimum of 55 to 60 blades per 12 inches of cutting head width; the actual number of blades will be determined by the Contractor and depend on the hardness of the aggregate. Each machine shall be capable of cutting a path at least 3 feet wide. Equipment that causes ravels, aggregate fractures, spalls or disturbance to the joints will not be permitted. The area corrected by diamond grinding the surface of the hardened concrete should not exceed 10% of the total area of any sublot. The depth of diamond grinding shall not exceed 1/2 inch and all areas in which diamond grinding has been performed will be subject to the final pavement thickness tolerances specified. Grinding will be tapered in all directions to provide smooth transitions to areas not requiring grinding. All pavement areas requiring plan grade or surface smoothness corrections in excess of the limits specified above, may require removing and replacing in conformance with paragraph 501-4.19.

501-4.20 EXISTING CONCRETE PAVEMENT REMOVAL AND REPAIR.

All operations shall be carefully controlled to prevent damage to the concrete pavement and to the underlying material to remain in place. All saw cuts shall be made perpendicular to the slab surface.

a. Removal of Existing Pavement Slab.

When it is necessary to remove existing concrete pavement and leave adjacent concrete in place, unless there are dowels present, the joint between the removal area and adjoining pavement to stay in place, including dowels or tie bars, shall first be cut full depth with a standard diamond-type concrete saw. If dowels are present at this joint, the saw cut shall be made full depth just beyond the end of dowels. The edge shall then be carefully sawed on the joint line to within one inch of the top of the dowel. Next, a full depth saw cut shall be made parallel to the joint at least 24 inches from the joint and at least 12 inches from the end of any dowels. All pavement between this last saw cut and the joint line shall be carefully broken up and removed using hand-held jackhammers, 30 lb or less, or the approved light-duty equipment which will not cause stress to propagate across the joint saw cut and cause distress in

the pavement which is to remain in place. Where dowels are present, care shall be taken to produce an even, vertical joint face below the dowels. If the Contractor is unable to produce such a joint face, or if underbreak or other distress occurs, the Contractor shall saw the dowels flush with the joint. The Contractor shall then install new dowels, of the size and spacing used for other similar joints, by epoxy resin bonding them in holes drilled in the joint face as specified in paragraph 501- 4.10g. All this shall be at no additional cost to the Owner.

Dowels of the size and spacing indicated shall be installed as shown on the drawings by epoxy resin bonding them in holes drilled in the joint face as specified in paragraph 501-4.10g. The joint face shall be sawed or otherwise trimmed so that there is no abrupt offset in any direction greater than 1/2 inches and no gradual offset greater than one inch when tested in a horizontal direction with a 12-foot straightedge.

b. Edge repair.

The edge of existing concrete pavement against which new pavement abuts shall be protected from damage at all times. Areas that are damaged during construction shall be repaired at no cost to the Owner.

(1) Spall repair. Spalls shall be repaired where indicated and where directed by the Engineer. Repair materials and procedures shall be as previously specified in subparagraph 501-4.19f.

(2) Underbreak repair. All underbreak shall be repaired. First, all delaminated and loose material shall be carefully removed. Next, the underlying material shall be recompacted, without addition of any new material. Finally, the void shall be completely filled with paving concrete, thoroughly consolidated. Care shall be taken to produce an even joint face from top to bottom. Prior to placing concrete, the underlying material shall be thoroughly moistened. After placement, the exposed surface shall be heavily coated with curing compound.

(3) Underlying material. The underlying material adjacent to the edge and under the existing pavement which is to remain in place shall be protected from damage or disturbance during removal operations and until placement of new concrete, and shall be shaped as shown on the drawings or as directed. Sufficient material shall be kept in place outside the joint line to prevent disturbance (or sloughing) of material under the pavement that is to remain in place. Any material under the portion of the concrete pavement to remain in place, which is disturbed or loses its compaction shall be carefully removed and replaced with concrete as specified in paragraph 501-4.20b(2). The underlying material outside the joint line shall be thoroughly compacted and moist when new concrete is placed.

MATERIAL ACCEPTANCE

501-5.1 ACCEPTANCE SAMPLING AND TESTING. All acceptance sampling and testing necessary to determine conformance with the requirements specified in this section, with the exception of coring for thickness determination, will be performed by the Engineer at no cost to the Contractor. The Contractor shall bear the cost of providing curing facilities for the strength specimens, per paragraph 501-5.1a(3), and coring and filling operations, per paragraph 501-5.1b(1). Testing organizations performing these tests shall be accredited in accordance with ASTM C1077. The laboratory accreditation must be current and listed on the accrediting authority's website. All test methods required for acceptance sampling and testing must be listed on the lab accreditation. A copy of the laboratory's current accreditation and accredited test methods shall be submitted to the Engineer prior to start of construction.

Concrete shall be accepted for strength and thickness on a lot basis

A lot shall consist of a day's production not to exceed **2,500 square yards.**

a. Flexural Strength.

(1) Sampling. Each lot shall be divided into four equal sublots. One sample shall be taken for each sublot from the plastic concrete delivered to the job site. Sampling locations shall be determined by the Engineer in accordance with random sampling procedures contained in ASTM D3665. The concrete shall be sampled in accordance with ASTM C172.

(2) Testing. Two (2) specimens shall be made from each sample. Specimens shall be made in accordance with ASTM C31 and the flexural strength of each specimen shall be determined in accordance with ASTM C78. The flexural strength for each sublot shall be computed by averaging the results of the two test specimens representing that sublot.

Immediately prior to testing for flexural strength, the beam shall be weighed and measured for determination of a sample unit weight. Measurements shall be made for each dimension; height, depth, and length, at the mid-point of the specimen and reported to the nearest 1/10 inch. The weight of the specimen shall be reported to the nearest 0.1 pound. The sample unit weight shall be calculated by dividing the sample weight by the calculated volume of the sample. This information shall be reported as companion information to the measured flexural strength for each specimen.

The samples will be transported while in the molds. The curing, except for the initial cure period, will be accomplished using the immersion in saturated lime water method.

Slump, air content, and temperature tests will also be conducted by the quality assurance laboratory for each set of strength test samples, per ASTM C31.

(3) Curing. The Contractor shall provide adequate facilities for the initial curing of beams. During the 24 hours after molding, the temperature immediately adjacent to the specimens must be maintained in the range of 60° to 80°F, and loss of moisture from the specimens must be prevented. The specimens may be stored in tightly constructed wooden boxes, damp sand pits, temporary buildings at construction sites, under wet burlap in favorable weather, or in heavyweight closed plastic bags, or using other suitable methods, provided the temperature and moisture loss requirements are met.

(4) Acceptance. Acceptance of pavement for flexural strength will be determined by the Engineer in accordance with paragraph 501-5.2b.

b. Pavement Thickness.

(1) Sampling. Each lot shall be divided into four equal sublots and one core shall be taken by the Contractor for each sublot. Sampling locations shall be determined by the Engineer in accordance with random sampling procedures contained in ASTM D3665. Areas, such as thickened edges, with planned variable thickness, shall be excluded from sample locations.

Cores shall be neatly cut with a core drill. The Contractor shall furnish all tools, labor, and materials for cutting samples and filling the cored hole. Core holes shall be filled by the Contractor with a non-shrink grout approved by the Engineer within one day after sampling.

(2) Testing. The thickness of the cores shall be determined by the Engineer by the average caliper measurement in accordance with ASTM C174.

(3) Acceptance. Acceptance of pavement for thickness shall be determined by the Engineer in accordance with paragraph 501-5.2c.

c. Partial Lots. When operational conditions cause a lot to be terminated before the specified number of tests have been made for the lot, or when the Contractor and Engineer agree in writing to allow overages or minor placements to be considered as partial lots, the following procedure will be used to adjust the lot size and the number of tests for the lot.

Where three sublots have been produced, they shall constitute a lot. Where one or two sublots have been produced, they shall be incorporated into the next lot or the previous lot and the total number of sublots shall be used in the acceptance criteria calculation, that is, n=5 or n=6.

d. Outliers. All individual flexural strength tests within a lot shall be checked for an outlier (test criterion) in accordance with ASTM E178, at a significance level of 5%. Outliers shall be discarded, and the percentage of material within specification limits (PWL) shall be determined using the remaining test values.

501-5.2 ACCEPTANCE CRITERIA.

a. General. Acceptance will be based on the following characteristics of the completed pavement discussed in paragraph 501-5.2e:

(1) Flexural strength
(2) Thickness
(3) Smoothness
(4) Grade
(5) Edge slump

Flexural strength and thickness shall be evaluated for acceptance on a lot basis using the method of estimating PWL. Acceptance using PWL considers the variability (standard deviation) of the material and the testing procedures, as well as the average (mean) value of the test results to calculate the percentage of material that is above the lower specification tolerance limit (L).

Acceptance for flexural strength will be based on the criteria contained in accordance with paragraph 501-5.2e(1). Acceptance for thickness will be based on the criteria contained in paragraph 501-5.2e(2). Acceptance for smoothness will be based on the criteria contained in paragraph 501-5.2e(3). Acceptance for grade will be based on the criteria contained in paragraph 501-5.2e(4).

The Engineer may at any time, notwithstanding previous plant acceptance, reject and require the Contractor to dispose of any batch of concrete mixture which is rendered unfit for use due to contamination, segregation, or improper slump. Such rejection may be based on only visual inspection. In the event of such rejection, the Contractor may take a representative sample of the rejected material in the presence of the Engineer, and if it can be demonstrated in the laboratory, in the presence of the Engineer, that such material was erroneously rejected, payment will be made for the material at the contract unit price.

b. Flexural Strength. Acceptance of each lot of in-place pavement for flexural strength shall be based on PWL. The Contractor shall target production quality to achieve 90 PWL or higher.

c. Pavement Thickness. Acceptance of each lot of in-place pavement shall be based on PWL. The Contractor shall target production quality to achieve 90 PWL or higher.

d. Percentage of Material Within Limits (PWL). The PWL shall be determined in accordance with procedures specified in Section 110 of the General Provisions. The lower specification tolerance limit (L) for flexural strength and thickness shall be:

Lower Specification Tolerance Limit (L)

Flexural Strength	0.93 x strength specified in paragraph 501-3.1
Thickness	Lot Plan Thickness in inches, - 0.50 in

e. Acceptance Criteria.

(1) Flexural Strength. If the PWL of the lot equals or exceeds 90%, the lot shall be acceptable. Acceptance and payment for the lot shall be determined in accordance with paragraph 501-8.1.

(2) Thickness. If the PWL of the lot equals or exceeds 90%, the lot shall be acceptable. Acceptance and payment for the lot shall be determined in accordance with paragraph 501-8.1.

(3) Smoothness. As soon as the concrete has hardened sufficiently, but not later than 48 hours after placement, the surface of each lot shall be tested in both longitudinal and transverse directions for smoothness to reveal all surface irregularities exceeding the tolerances specified. The Contractor shall furnish paving equipment and employ methods that produce a surface for each section of pavement having an average profile index meeting the requirements of paragraph 501-8.1c when evaluated with a profilograph; and the finished surface of the pavement shall not vary more than 1/4 inch when evaluated with a 12-foot straightedge. When the surface smoothness exceeds specification tolerances which cannot be corrected by diamond grinding of the pavement, full depth removal and replacement of pavement shall be to the limit of the longitudinal placement. Corrections involving diamond grinding will be subject to the final pavement thickness tolerances specified.

(a) Transverse measurements. Transverse measurements will be taken for each lot placed. Transverse measurements will be taken perpendicular to the pavement centerline each 50 feet or more often as determined by the Engineer.

(i) Testing shall be continuous across all joints, starting with one-half the length of the straight edge at the edge of pavement section being tested and then moved ahead one-half the length of the straight edge for each successive measurement. Smoothness readings will not be made across grade changes or cross slope transitions; at these transition areas, the straightedge position shall be adjusted to measure surface smoothness and not design grade or cross slope transitions. The amount of surface irregularity shall be determined by placing the freestanding (unleveled) straightedge on the pavement surface and allowing it to rest upon the two highest spots covered by its length, and measuring the maximum gap between the straightedge and the pavement surface in the area between these two high points. Deviations on final pavement > 1/4 inch in transverse direction shall be corrected with diamond grinding per paragraph 501-4.19g or by removing and replacing full depth of pavement.

Grinding will be tapered in all directions to provide smooth transitions to areas not requiring grinding. The area corrected by grinding should not exceed 10% of the total area and these areas shall be retested after grinding.

(ii) The joint between lots shall be tested separately to facilitate smoothness between lots. The amount of surface irregularity shall be determined by placing the freestanding (unleveled) straightedge on the pavement surface, with half the straightedge on one side of the joint and the other half of the straightedge on the other side of the joint. Measure the maximum gap between the straightedge and the pavement surface in the area between these two high points. One measurement shall be taken at the joint every 50 feet or more often if directed by the Engineer. Maximum gap on final pavement surface > 1/4 inch in transverse direction shall be corrected with diamond grinding per paragraph 501-4.19g or by removing and replacing full depth of surface. Each measurement shall be recorded and a copy of the data shall be furnished to the Engineer at the end of each days testing.

(b) Longitudinal measurements. Longitudinal measurements will be taken for each lot placed. Longitudinal tests will be parallel to the centerline of paving; at the center of paving lanes when widths of paving lanes are less than 20 feet; and at the one third points of paving lanes when widths of paving lanes are 20 ft or greater.

(i) Longitudinal Short Sections. Longitudinal Short Sections are when the longitudinal lot length is less than 200 feet and areas not requiring a profilograph. When approved by the

Engineer, the first and last 15 feet of the lot can also be considered as short sections for smoothness. The finished surface shall not vary more than 1/4 inch when evaluated with a 12-foot straightedge. Smoothness readings will not be made across grade changes or cross slope transitions, at these transition areas, the straightedge position shall be adjusted to measure surface smoothness and not design grade or cross slope transitions. Testing shall be continuous across all joints, starting with one-half the length of the straight edge at the edge of pavement section being tested and then moved ahead one-half the length of the straight edge for each successive measurement. The amount of surface irregularity shall be determined by placing the freestanding (unleveled) straightedge on the pavement surface and allowing it to rest upon the two highest spots covered by its length, and measuring the maximum gap between the straightedge and the pavement surface in the area between these two high points. Deviations on final pavement surface > 1/4 inch in longitudinal direction will be corrected with diamond grinding per paragraph 501-4.19g or by removing and replacing full depth of surface. Grinding will be tapered in all directions to provide smooth transitions to areas not requiring grinding. The area corrected by grinding should not exceed 10% of the total area and these areas shall be retested after grinding.

(ii) Profilograph Testing. Profilograph testing shall be performed by the contractor using approved equipment and procedures as described as ASTM E1274. The equipment shall utilize electronic recording and automatic computerized reduction of data to indicate "must grind" bumps and the Profile Index for the pavement using a 0.2 inch blanking band. The bump template must span one inch with an offset of 0.4 inches. The profilograph must be calibrated prior to use and operated by a factory or State DOT approved operator. Profilograms shall be recorded on a longitudinal scale of one inch equals 25 feet and a vertical scale of one inch equals one inch. A copy of the reduced tapes shall be furnished to the Engineer at the end of each days testing.

The pavement must have an average profile index meeting the requirements of paragraph 501-8.1c. Deviations on final surface in longitudinal direction shall be corrected with diamond grinding per paragraph 501-4.19g or by removing and replacing full depth of pavement. Grinding will be tapered in all directions to provide smooth transitions to areas not requiring grinding. The area corrected by grinding should not exceed 10% of the total area and these areas shall be retested after grinding.

Where corrections are necessary, second profilograph runs shall be performed to verify that the corrections produced an average profile index of 15 inches per mile or less. If the initial average profile index was less than 15 inches, only those areas representing greater than 0.4 inch deviation will be re-profiled for correction verification.

(iii) Final profilograph *of the reconstructed portion* **of the runway.** Final profilograph, ~~full~~ *last 1000 feet of runway before the reconstructed portion AND portion of the* length of runway *that was reconstructed*, shall be performed to facilitate testing of smoothness between lots. *Any required grinding of EXISTING runway pavement to meet smoothness requirements from profilograph measures will be paid for separately.* Profilograph testing shall be performed by the contractor using approved equipment and procedures as described as ASTM E1274. The pavement must have an average profile index meeting the requirements of paragraph 501-8.1c. The equipment shall utilize electronic recording and automatic computerized reduction of data to indicate "must grind" bumps and the Profile Index for the pavement using a 0.2 inch blanking band. The bump template must span one inch with an offset of 0.4 inches. The profilograph must be calibrated prior to use and operated by a factory or State DOT approved, trained operator. Profilograms shall be recorded on a longitudinal scale of one inch equals 25 feet and a vertical scale of one inch equals one inch. A copy of the reduced tapes shall be furnished to the Engineer at the end of each days testing. Profilograph of final runway shall be performed one foot right and left of runway centerline and 15 feet right and left of centerline. Any areas *within the reconstructed portion of the runway* that indicate "must grind" will be corrected as directed by the Engineer *at no separate payment. Any required grinding of existing runway pavement to meet smoothness requirements from profilograph measures and as directed by the Engineer will be paid for separately. Pavement joints damaged by grinding of existing pavement are to be replaced following Item P-605.*

Smoothness testing indicated in the above paragraphs except paragraph (iii) shall be performed within 48 hours of placement of material. Smoothness texting indicated in paragraph (iii) shall be performed within 48 hours final paving completion. The primary purpose of smoothness testing is to identify areas that may be prone to ponding of water which could lead to hydroplaning of aircraft. If the contractor's machines and/or methods are producing significant areas that need corrective actions then production should be stopped until corrective measures can be implemented. If corrective measures are not implemented and when directed by the Engineer, production shall be stopped until corrective measures can be implemented.

(4) Grade. An evaluation of the surface grade shall be made by the Engineer for compliance to the tolerances contained below. The finish grade will be determined by running levels at intervals of 50 ft or less longitudinally and all breaks in grade transversely (not to exceed 50 ft) to determine the elevation of the completed pavement. The Contractor shall pay the costs of surveying the level runs, and this work shall be performed by a licensed surveyor. The documentation, stamped and signed by a licensed surveyor, shall be provided by the Contractor to the Engineer.

(a) Lateral Deviation. Lateral deviation from established alignment of the pavement edge shall not exceed plus or minus 0.10 foot in any lane.

(b) Vertical Deviation. Vertical deviation from established grade shall not exceed plus or minus 0.04 foot at any point.

(5) Edge Slump. When excessive edge slump cannot be corrected before the concrete has hardened, the area with excessive edge slump shall be removed and replaced at the expense of the Contractor as directed by the Engineer in accordance with paragraph 501-4.8a.

f. Removal and Replacement of Concrete. Any area or section of concrete that is removed and replaced shall be removed and replaced back to planned joints. The Contractor shall replace damaged dowels and the requirements for doweled longitudinal construction joints in paragraph 501-4.10 shall apply to all contraction joints exposed by concrete removal. Removal and replacement shall be in accordance with paragraph 501-4.20.

CONTRACTOR QUALITY CONTROL

501-6.1 QUALITY CONTROL PROGRAM. The Contractor shall develop a Quality Control Program in accordance with Section 100 of the General Provisions. The program shall address all elements that effect the quality of the pavement including but not limited to:

a. Mix Design
b. Aggregate Gradation
c. Quality of Materials
d. Stockpile Management
e. Proportioning
f. Mixing and Transportation
g. Placing and Consolidation
h. Joints
i. Dowel Placement and Alignment
j. Flexural or Compressive Strength
k. Finishing and Curing
l. Surface Smoothness

501-6.2 QUALITY CONTROL TESTING. The Contractor shall perform all quality control tests necessary to control the production and construction processes applicable to this specification and as set forth in the Quality Control Program. The testing program shall include, but not necessarily be limited to, tests for aggregate gradation, aggregate moisture content, slump, and air content.

a. Fine Aggregate.

(1) Gradation. A sieve analysis shall be made at least twice daily in accordance with ASTM C 136 from randomly sampled material taken from the discharge gate of storage bins or from the conveyor belt.

(2) Moisture Content. If an electric moisture meter is used, at least two direct measurements of moisture content shall be made per week to check the calibration. If direct measurements are made in lieu of using an electric meter, two tests shall be made per day. Tests shall be made in accordance with ASTM C 70 or ASTM C 566.

b. Coarse Aggregate.

(1) Gradation. A sieve analysis shall be made at least twice daily for each size of aggregate. Tests shall be made in accordance with ASTM C 136 from randomly sampled material taken from the discharge gate of storage bins or from the conveyor belt.

(2) Moisture Content. If an electric moisture meter is used, at least two direct measurements of moisture content shall be made per week to check the calibration. If direct measurements are made in lieu of using an electric meter, two tests shall be made per day. Tests shall be made in accordance with ASTM C 566.

c. Slump. Four slump tests shall be performed for each lot of material produced in accordance with the lot size defined in paragraph 501-5.1. One test shall be made for each sublot. Slump tests shall be performed in accordance with ASTM C143 from material randomly sampled from material discharged from trucks at the paving site. Material samples shall be taken in accordance with ASTM C172.

d. Air Content. Four air content tests, shall be performed for each lot of material produced in accordance with the lot size defined in paragraph 501-5.1. One test shall be made for each sublot. Air content tests shall be performed in accordance with ASTM C231 for gravel and stone coarse aggregate and ASTM C173 for slag or other porous coarse aggregate, from material randomly sampled from trucks at the paving site. Material samples shall be taken in accordance with ASTM C172.

e. Four unit weight and yield tests shall be made in accordance with ASTM C 138. The samples shall be taken in accordance with ASTM C 172 and at the same time as the air content tests.

501-6.3 CONTROL CHARTS. The Contractor shall maintain linear control charts for fine and coarse aggregate gradation, slump, moisture content and air content.

Control charts shall be posted in a location satisfactory to the Engineer and shall be kept up to date at all times. As a minimum, the control charts shall identify the project number, the contract item number, the test number, each test parameter, the Action and suspension Limits, or Specification limits, applicable to each test parameter, and the Contractor's test results. The Contractor shall use the control charts as part of a process control system for identifying potential problems and assignable causes before they occur. If the Contractor's projected data during production indicates a potential problem and the Contractor is not taking satisfactory corrective action, the Engineer may halt production or acceptance of the material.

a. Fine and Coarse Aggregate Gradation. The Contractor shall record the running average of the last five gradation tests for each control sieve on linear control charts. Specification limits contained in the Lower Specification Tolerance Limit (L) table above and the Control Chart Limits table below shall be superimposed on the Control Chart for job control.

b. Slump and Air Content. The Contractor shall maintain linear control charts both for individual measurements and range (that is, difference between highest and lowest measurements) for slump and air content in accordance with the following Action and Suspension Limits.

CONTROL CHART LIMITS			
Control Parameter	Individual Measurements		Range Suspension Limit
	Action Limit	Suspension Limit	
Slip Form:			
Slump	+0 to -1 inch	+0.5 to -1.5 inch	± 1.5 inch
Air Content	±1.2%	± 1.8%	± 2.5%
Fixed Form			
Slump	+ 0.5 to -1 inch	+1 to -1.5 inch	± 1.5 inch
Air Content	± 1.2%	± 1.8%	± 2.5%

The individual measurement control charts shall use the mix design target values as indicators of central tendency.

501-6.4 CORRECTIVE ACTION. The Contractor Quality Control Program shall indicate that appropriate action shall be taken when the process is believed to be out of control. The Contractor Quality Control Program shall detail what action will be taken to bring the process into control and shall contain sets of rules to gauge when a process is out of control. As a minimum, a process shall be deemed out of control and corrective action taken if any one of the following conditions exists.

a. Fine and Coarse Aggregate Gradation. When two consecutive averages of five tests are outside of the specification limits in paragraph 501-2.1, immediate steps, including a halt to production, shall be taken to correct the grading.

b. Fine and Coarse Aggregate Moisture Content. Whenever the moisture content of the fine or coarse aggregate changes by more than 0.5%, the scale settings for the aggregate batcher and water batcher shall be adjusted.

c. Slump. The Contractor shall halt production and make appropriate adjustments whenever:

(1) one point falls outside the Suspension Limit line for individual measurements or range; or
(2) two points in a row fall outside the Action Limit line for individual measurements.

d. Air Content. The Contractor shall halt production and adjust the amount of air-entraining admixture whenever:

(1) one point falls outside the Suspension Limit line for individual measurements or range; or
(2) two points in a row fall outside the Action Limit line for individual measurements.

Whenever a point falls outside the Action Limits line, the air-entraining admixture dispenser shall be calibrated to ensure that it is operating correctly and with good reproducibility.

METHOD OF MEASUREMENT

501-7.1 Portland cement concrete pavement shall be measured by the number of **square yards** of either plain or reinforced pavement as specified in-place, completed and accepted.

The Contractor's Quality Control Plan shall not be measured separately but shall be considered an incidental aspect of the pavement construction.

BASIS OF PAYMENT

501-8.1 PAYMENT. Payment for concrete pavement meeting all acceptance criteria as specified in paragraph 501-5.2 Acceptance Criteria shall be based on results of smoothness, strength and thickness tests. Payment for acceptable lots of concrete pavement shall be adjusted in accordance with paragraph 501-8.1a for strength and thickness and 501-8.1c for smoothness, subject to the limitation that:

The total project payment for concrete pavement shall not exceed **100 percent** of the product of the contract unit price and the total number of square yards of concrete pavement used in the accepted work (See Note 1 under the Price Adjustment Schedule table below).

Payment shall be full compensation for all labor, materials, tools, equipment, and incidentals required to complete the work as specified herein and on the drawings.

a. Basis of Adjusted Payment. The pay factor for each individual lot shall be calculated in accordance with the Price Adjustment Schedule table below. A pay factor shall be calculated for both flexural strength and thickness. The lot pay factor shall be the higher of the two values when calculations for both flexural strength and thickness are 100% or higher. The lot pay factor shall be the product of the two values when only one of the calculations for either flexural strength or thickness is 100% or higher. The lot pay factor shall be the lower of the two values when calculations for both flexural strength and thickness are less than 100%.

PRICE ADJUSTMENT SCHEDULE [1]

Percentage of Materials Within Specification Limits (PWL)	Lot Pay Factor (Percent of Contract Unit Price)
96 – 100	106
90 – 95	PWL + 10
75 – 90	0.5 PWL + 55
55 – 74	1.4 PWL – 12
Below 55	Reject[2]

[1] Although it is theoretically possible to achieve a pay factor of 106% for each lot, actual payment in excess of 100% shall be subject to the total project payment limitation specified in paragraph 501-8.1.

[2] The lot shall be removed and replaced. However, the Engineer may decide to allow the rejected lot to remain. In that case, if the Engineer and Contractor agree in writing that the lot shall not be removed, it shall be paid for at 50% of the contract unit price and the total project payment limitation shall be reduced by the amount withheld for the rejected lot.

For each lot accepted, the adjusted contract unit price shall be the product of the lot pay factor for the lot and the contract unit price. Payment shall be subject to the total project payment limitation specified in paragraph 501-8.1. Payment in excess of 100% for accepted lots of concrete pavement shall be used to offset payment for accepted lots of concrete pavement that achieve a lot pay factor less than 100%.

b. Payment. Payment shall be made under:

Item P-501-1	Portland Cement Concrete Pavement—per square yard
Item P-501-2	*Grinding of Existing Concrete Pavement to meet profilograph requirements – per square yard*

Grinding of EXISTING runway pavement to meet smoothness requirements from Section 501-5.2.e.(3)(b)(iii), when directed by the Engineer, will be paid for at the contract unit price per square yard for smoothness grinding of existing pavement, by the square yard of completed and accepted grinding. Costs are to include all labor, materials, tools, equipment, and incidentals (including replacement of damaged concrete joints) required to complete the work.

c. Basis of adjusted payment for Smoothness. Price adjustment for pavement smoothness will apply to the total area of concrete within a section of pavement and shall be applied in accordance the following equation and schedule:

(Square yard in section) × (original unit price per square yard) × PFm = reduction in payment for area within section

Average Profile Index (Inches Per Mile) Pavement Strength Rating			Contract Unit Price Adjustment (PFm)
Over 30,000 lb	~~**30,000 lb or Less**~~	**Short Sections**	
0 - 7	~~0 – 10~~	0 - 15	0.00
7.1 - 9	~~10.1 – 11~~	15.1 - 16	0.02
9.1 - 11	~~11.1 – 12~~	16.1 - 17	0.04
11.1 - 13	~~12.1 – 13~~	17.1 - 18	0.06
13.1 - 14	~~13.1 – 14~~	18.1 - 20	0.08
14.1 - 15	~~14.1 – 15~~	20.1 - 22	0.10
15.1 and up	~~15.1 and up~~	22.1 and up	Corrective work required

TESTING REQUIREMENTS

ASTM C31	Standard Practice for Making and Curing Concrete Test Specimens In the Field
ASTM C39	Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
ASTM C70	Standard Test Method for Surface Moisture in Fine Aggregate
ASTM C78	Standard Test Method for Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)
ASTM C88	Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C117	Standard Test Method for Materials Finer Than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C131	Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates

ASTM C138	Standard Test Method for Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete
ASTM C142	Standard Test Method for Clay Lumps and Friable Particles in Aggregates
ASTM C143	Standard Test Method for Slump of Hydraulic-Cement Concrete
ASTM C172	Standard Practice for Sampling Freshly Mixed Concrete
ASTM C173	Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method
ASTM C174	Standard Test Method for Measuring Thickness of Concrete Elements Using Drilled Concrete Cores
ASTM C227	Standard Test Method for Potential Alkali Reactivity of Cement-Aggregate Combinations (Mortar-Bar Method)
ASTM C231	Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C289	Standard Test Method for Potential Alkali-Silica Reactivity of Aggregates (Chemical Method)
ASTM C295	Standard Guide for Petrographic Examination of Aggregates for Concrete
ASTM C114	Standard Test Methods for Chemical Analysis of Hydraulic Cement
ASTM C311	Standard Test Methods for Sampling and Testing Fly Ash or Natural Pozzolans for Use in Portland Cement Concrete
ASTM C566	Standard Test Method for Total Evaporable Moisture Content of Aggregates by Drying
ASTM C642	Standard Test Method for Density, Absorption, and Voids in Hardened Concrete
ASTM C666	Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing
ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation
ASTM C1260	Standard Test Method for Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)
ASTM C1567	Standard Test Method for Determining the Potential Alkali-Silica Reactivity of Combinations of Cementitious Materials and Aggregate (Accelerated Mortar-Bar Method)
ASTM C1602	Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D4791	Standard Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate

ASTM E178 Standard Practice for Dealing With Outlying Observations

ASTM E1274 Standard Test Method for Measuring Pavement Roughness Using a Profilograph

U.S. Army Corps of Engineers (USACE) Concrete Research Division (CRD) C662 Determining the Potential Alkali-Silica Reactivity of Combinations of Cementitious Materials, Lithium Nitrate Admixture and Aggregate (Accelerated Mortar-Bar Method)

MATERIAL REQUIREMENTS

ASTM A184 Standard Specification for Welded Deformed Steel Bar Mats for Concrete Reinforcement

ASTM A615 Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement

ASTM A704 Standard Specification for Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement

ASTM A706 Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement

ASTM A714 Standard Specification for High-Strength Low-Alloy Welded and Seamless Steel Pipe

ASTM A775 Standard Specification for Epoxy-Coated Steel Reinforcing Bars

ASTM A934 Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars

ASTM A996 Standard Specification for Rail-Steel and Axle-Steel Deformed Bars for Concrete Reinforcement

ASTM A1064 Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete

ASTM A1078 Standard Specification for Epoxy-Coated Steel Dowels for Concrete Pavement

ASTM C33 Standard Specification for Concrete Aggregates

ASTM C94 Standard Specification for Ready-Mixed Concrete

ASTM C150 Standard Specification for Portland Cement

ASTM C171 Standard Specification for Sheet Materials for Curing Concrete

ASTM C260 Standard Specification for Air-Entraining Admixtures for Concrete

ASTM C309 Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete

ASTM C494 Standard Specification for Chemical Admixtures for Concrete

ASTM C595 Standard Specification for Blended Hydraulic Cements

ASTM C618	Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
ASTM C881	Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete
ASTM C989	Standard Specification for Slag Cement for Use in Concrete and Mortars
ASTM D1751	Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)
ASTM D1752	Standard Specification for Preformed Sponge Rubber and Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving And Structural Construction
ACI 211.1	Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete
ACI 305R	Guide to Hot Weather Concreting
ACI 306R	Guide to Cold Weather Concreting
ACI 309R	Guide for Consolidation of Concrete
AC 150/5320-6	Airport Pavement Design and Evaluation
PCA	Design and Control of Concrete Mixtures

END ITEM P-501

ITEM P-602 BITUMINOUS PRIME COAT

DESCRIPTION

602-1.1 This item shall consist of an application of bituminous material on the prepared base course in accordance with these specifications and in reasonably close conformity to the lines shown on the plans.

MATERIALS

602-2.1 BITUMINOUS MATERIAL. The bituminous material shall be an emulsified asphalt indicated in ASTM D3628 as a bituminous application for prime coat appropriate to local conditions or as designated by the Engineer.

CONSTRUCTION METHODS

602-3.1 WEATHER LIMITATIONS. The prime coat shall be applied only when the existing surface is dry; the atmospheric temperature is 50°F or above, and the temperature has not been below 35°F for the 12 hours prior to application; and when the weather is not foggy or rainy. The temperature requirements may be waived when directed by the Engineer.

602-3.2 EQUIPMENT. The equipment shall include a self-powered pressure bituminous material distributor and equipment for heating bituminous material.

Provide a distributor with pneumatic tires of such size and number that the load produced on the base surface does not exceed 65.0 psi of tire width to prevent rutting, shoving or otherwise damaging the base, surface or other layers in the pavement structure. Design and equip the distributor to spray the bituminous material in a uniform coverage at the specified temperature, at readily determined and controlled rates from 0.05 to 2.0 gallons per square yard, with a pressure range of 25 to 75 psi and with an allowable variation from the specified rate of not more than ±5%, and at variable widths. Include with the distributor equipment a separate power unit for the bitumen pump, full-circulation spray bars, tachometer, pressure gauges, volume-measuring devices, adequate heaters for heating of materials to the proper application temperature, a thermometer for reading the temperature of tank contents, and a hand hose attachment suitable for applying bituminous material manually to areas inaccessible to the distributor. Equip the distributor to circulate and agitate the bituminous material during the heating process. If the distributor is not equipped with an operable quick shutoff valve, the prime operations shall be started and stopped on building paper. The Contractor shall remove blotting sand prior to asphalt concrete lay down operations at no additional expense to the Owner.

A power broom and power blower suitable for cleaning the surfaces to which the bituminous coat is to be applied shall be provided.

602-3.3 APPLICATION OF BITUMINOUS MATERIAL. Immediately before applying the prime coat, the full width of the surface to be primed shall be swept with a power broom to remove all loose dirt and other objectionable material.

The bituminous material shall be uniformly applied with a bituminous distributor at the rate of 0.15 to 0.30 gallons per square yard depending on the base course surface texture. The type of bituminous material and application rate shall be approved by the Engineer prior to application.

Following application of the bituminous material and prior to application of the succeeding layer of pavement, allow the bituminous coat to cure and to obtain evaporation of any volatiles or moisture. Maintain the coated surface until the succeeding layer of pavement is placed, by protecting the surface against damage and by repairing and recoating deficient areas. Allow the prime coat to cure without being disturbed for a period of at least 48 hours or longer, as may be necessary to attain penetration into the treated course. Furnish and spread enough sand to effectively blot up and cure excess bituminous

material. Keep traffic off surfaces freshly treated with bituminous material. Provide sufficient warning signs and barricades so that traffic will not travel over freshly treated surfaces.

602-3.4 TRIAL APPLICATIONS. Before providing the complete bituminous coat, the Contractor shall apply three lengths of at least 100 feet for the full width of the distributor bar to evaluate the amount of bituminous material that can be satisfactorily applied with the equipment. Apply three different trial application rates of bituminous materials within the application range specified in paragraph 602-3.3. Other trial applications will be made using various amounts of material as deemed necessary by the Engineer.

602-3.5 BITUMINOUS MATERIAL CONTRACTOR'S RESPONSIBILITY. The Contractor shall provide a statement of source and character of the proposed bituminous material which must be submitted to and approved by the Engineer before any shipment of bituminous materials to the project. The Contractor shall furnish vendor's certified test reports for each carload, or equivalent, of bituminous material shipped to the project. The test reports shall be provided to and approved by the Engineer before the bituminous material is applied. If the bituminous material does not meet the specifications, it shall be replaced at the Contractor's expense. Furnishing the vendor's certified test report for the bituminous material shall not be interpreted as basis for final acceptance.

602-3.6 FREIGHT AND WEIGH BILLS. The Contractor shall submit waybills and delivery tickets during the progress of the work. Before the final estimate is allowed, file with the Engineer certified waybills and certified delivery tickets for all bituminous materials used in the construction of the pavement covered by the contract. Do not remove bituminous material from storage until the initial outage and temperature measurements have been taken. The delivery or storage units will not be released until the final outage has been taken.

METHOD OF MEASUREMENT

602-4.1 The bituminous material for prime coat shall be measured by the *gallon*. Volume shall be corrected to the volume at 60°F in accordance with ASTM D1250. The bituminous material paid for will be the measured quantities used in the accepted work, provided that the measured quantities are not 10% over the specified application rate. Any amount of bituminous material more than 10% over the specified application rate for each application will be deducted from the measured quantities, except for irregular areas where hand spraying of the bituminous material is necessary. Water added to emulsified asphalt will not be measured for payment.

BASIS OF PAYMENT

602-5.1 Payment shall be made at the contract unit price per *gallon* for bituminous prime coat. This price shall be full compensation for furnishing all materials and for all preparation, delivering, and applying the materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

Item P-602-1	Bituminous Prime Coat—per **Gallon**

TESTING REQUIREMENTS

ASTM D1250	Standard Guide for Use of the Petroleum Measurement Tables

MATERIAL REQUIREMENTS

ASTM D977	Standard Specification for Emulsified Asphalt

ASTM D2028	Standard Specification for Cutback Asphalt (Rapid-Curing Type)
ASTM D2397	Standard Specification for Cationic Emulsified Asphalt
ASTM D3628	Standard Practice for Selection and Use of Emulsified Asphalts

END OF ITEM P-602

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ITEM P-605 JOINT SEALANTS FOR CONCRETE PAVEMENTS

DESCRIPTION

605-1.1 This item shall consist of providing and installing a resilient and adhesive joint sealing material capable of effectively sealing joints and cracks in rigid pavements.

MATERIALS

605-2.1 JOINT SEALERS. Joint sealant materials shall meet the requirements of **ASTM D5893: Standard Specifications for Cold Applied, Single Component, Chemically Curing Silicone Joint Sealant for Portland Cement Concrete Pavements.**

Each lot or batch of sealant shall be delivered to the jobsite in the manufacturer's original sealed container. Each container shall be marked with the manufacturer's name, batch or lot number, the safe heating temperature, and shall be accompanied by the manufacturer's certification stating that the sealant meets the requirements of this specification.

605-2.2 BACKER ROD. *Backer rod shall meet the requirements of ASTM D 5249.* The material furnished shall be a compressible, non-shrinking, non-staining, non-absorbing material that is non-reactive with the *concrete and* joint sealant. The material shall have a water absorption of not more than 5% when tested in accordance with ASTM C509. The backer-rod material shall be 25% ± 5 % larger in diameter than the nominal width of the ~~crack~~ *joint*.

605-2.3 BACKUP MATERIALS. Provide backup material that is a compressible, nonshrinking, nonstaining, nonabsorbing material, nonreactive with the joint sealant. The material shall have a melting point at least 5°F greater than the pouring temperature of the sealant being used when tested in accordance with ASTM D789. The material shall have a water absorption of not more than 5% of the sample weight when tested in accordance with ASTM C509. The backup material shall be 25 ±5% larger in diameter than the nominal width of the crack.

605-2.4 BOND BREAKING TAPES. Provide backup material that is a compressible, nonshrinking, nonstaining, nonabsorbing material, nonreactive with the joint sealant. The material shall have a melting point at least 5°F greater than the pouring temperature of the sealant being used when tested in accordance with ASTM D789. The material shall have a water absorption of not more than 5% of the sample weight when tested in accordance with ASTM C509. The backup material shall be 25 ±5% larger in diameter than the nominal width of the crack.

CONSTRUCTION METHODS

605-3.1 TIME OF APPLICATION. Joints shall be sealed as soon after completion of the curing period as feasible and before the pavement is opened to traffic, including construction equipment. The pavement temperature shall be 50°F and rising at the time of application of the poured joint sealing material. Do not apply sealant if moisture is observed in the joint.

Prior to beginning the sealing operation, the Contractor shall have the sealant supplier demonstrate, to the satidfaction of the Engineer, the cleaning and installation procedures for the joint sealant to be installed on the project.

605-3.2 EQUIPMENT. Machines, tools, and equipment used in the performance of the work required by this section shall be approved before the work is started and maintained in satisfactory condition at all times. Submit a list of proposed equipment to be used in performance of construction work including descriptive data, **15** days prior to use on the project.

605-3.3 PREPARATION OF JOINTS.

a. Sawing. All joints shall be sawed in accordance with specifications and plan details. Immediately after sawing the joint, the resulting slurry shall be completely removed from joint and adjacent area by flushing with a jet of water, and by use of other tools as necessary.

b. Sealing. Immediately before sealing, the joints shall be thoroughly cleaned of all remaining laitance, curing compound, and other foreign material. Cleaning shall be accomplished by sandblasting. Sandblasting shall be accomplished in a minimum of two passes. One pass per joint face with the nozzle held at an angle directly toward the joint face and not more that 3 inches from it. Upon completion of cleaning, the joints shall be blown out with compressed air free of oil and water. Only air compressors with operable oil and water traps shall be used to prepare the joints for sealing. The joint faces shall be surface dry when the seal is applied.

Immediately before sealing, the joints shall be thoroughly cleaned of all remaining laitance, curing compound, filler, protrusions of hardened concrete, old sealant and other foreign material from the sides and upper edges of the joint space to be sealed. Cleaning shall be accomplished by sandblasting as specified in paragraph 605-3.2. The newly exposed concrete joint faces and the pavement surface extending a minimum of 1/2 inch from the joint edge shall be sandblasted clean. Sandblasting shall be accomplished in a minimum of two passes. One pass per joint face with the nozzle held at an angle directly toward the joint face and not more than 3 inches from it. After final cleaning and immediately prior to sealing, blow out the joints with compressed air and leave them completely free of debris and water. The joint faces shall be surface dry when the seal is applied.

c. Back-Up Material. When the joint opening is of a greater depth than indicated for the sealant depth, plug or seal off the lower portion of the joint opening using a back-up material to prevent the entrance of the sealant below the specified depth. Take care to ensure that the backup material is placed at the specified depth and is not stretched or twisted during installation.

d. Bond-Breaking Tape. Where inserts or filler materials contain bitumen, or the depth of the joint opening does not allow for the use of a backup material, insert a bond-breaker separating tape to prevent incompatibility with the filler materials and three-sided adhesion of the sealant. Securely bond the tape to the bottom of the joint opening so it will not float up into the new sealant.

605-3.4 INSTALLATION OF SEALANTS. Joints shall be inspected for proper width, depth, alignment, and preparation, and shall be approved by the Engineer before sealing is allowed. Sealants shall be installed in accordance with the following requirements:

Immediately preceding, but not more than 50 feet ahead of the joint sealing operations, perform a final cleaning with compressed air. Fill the joints from the bottom up to **1/4** inch ±1/16 inch below the pavement surface. Remove and discard excess or spilled sealant from the pavement by approved methods. Install the sealant in such a manner as to prevent the formation of voids and entrapped air. In no case shall gravity methods or pouring pots be used to install the sealant material. Traffic shall not be permitted over newly sealed pavement until authorized by the Contracting Officer. When a primer is recommended by the manufacturer, apply it evenly to the joint faces in accordance with the manufacturer's instructions. Check the joints frequently to ensure that the newly installed sealant is cured to a tack-free condition within the time specified.

605-3.5 INSPECTION. The Contractor shall inspect the joint sealant for proper rate of cure and set, bonding to the joint walls, cohesive separation within the sealant, reversion to liquid, entrapped air and voids. Sealants exhibiting any of these deficiencies at any time prior to the final acceptance of the project shall be removed from the joint, wasted, and replaced as specified at no additional cost to the airport.

605-3.6 CLEAN-UP. Upon completion of the project, remove all unused materials from the site and leave the pavement in a clean conditlon.

METHOD OF MEASUREMENT

605-4.1 ~~Joint sealing material shall be measured by the [gallon] [pound] [linear foot] of sealant in place, completed, and accepted~~. *There will be no measurement of joint sealing for payment when installed in and adjacent to proposed concrete pavement.*

BASIS OF PAYMENT

605-5.1 ~~Payment for joint sealing material shall be made at the contract unit price per [gallon] [pound] [linear foot]. The price shall be full compensation for furnishing all materials, for all preparation, delivering, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.~~ *There will be no separate payment for joint sealing when it is installed in and adjacent to proposed concrete pavement.*

~~Payment will be made under:~~

~~Item P-605-5.1a Joint Sealing Filler – per Gallon~~

~~Item P-605-5.1b Joint Sealing Filler – per Pound~~

~~Item P-605-5.1c Joint Sealing Filler – per Linear Foot~~

TESTING REQUIREMENTS

ASTM D5249	*Standard Specification for Backer Material for Use with Cold- and Hot-Applied Joint Sealants in Portland-Cement Concrete and Asphalt Joints*
ASTM D412	Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers – Tension
ASTM C509	Standard Specification for Elastomeric Cellular Preformed Gasket and Sealing Material
ASTM D1644	Standard Test Methods for Nonvolatile Content of Varnishes

MATERIAL REQUIREMENTS

AC 150/5340-30	Design and Installation Details for Airport Visual Aids
ASTM D789	Standard Test Method for Determination of Relative Viscosity of Polyamide (PA)
ASTM D5893	Standard Specification for Cold Applied, Single Component, Chemically Curing Silicone Joint Sealant for Portland Cement Concrete Pavements
ASTM D6690	Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements

END OF ITEM P-605

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ITEM P-610 STRUCTURAL PORTLAND CEMENT CONCRETE

DESCRIPTION

610-1.1 This item shall consist of reinforced structural Portland cement concrete (PCC), prepared and constructed in accordance with these specifications, at the locations and of the form and dimensions shown on the plans. This specification shall be used for all structural and miscellaneous concrete including signage bases.

MATERIALS

610-2.1 GENERAL. Only approved materials, conforming to the requirements of these specifications, shall be used in the work. Materials may be subject to inspection and tests at any time during their preparation or use. The source of all materials shall be approved by the Engineer before delivery or use in the work. Representative preliminary samples of the materials shall be submitted by the Contractor, when required, for examination and test. Materials shall be stored and handled to ensure preservation of their quality and fitness for use and shall be located to facilitate prompt inspection. All equipment for handling and transporting materials and concrete must be clean before any material or concrete is placed in them.

The use of pit-run aggregates shall not be permitted unless the pit-run aggregate has been screened and washed, and all fine and coarse aggregates stored separately and kept clean. The mixing of different aggregates from different sources in one storage stockpile or alternating batches of different aggregates shall not be permitted.

a. Reactivity. Fine and Coarse aggregates to be used in all concrete shall be evaluated and tested by the Contractor for alkali-aggregate reactivity in accordance with both ASTM C1260 and C1567. Aggregate and mix proportion reactivity tests shall be performed for each project.

(1) Coarse and fine aggregate shall be tested separately in accordance with ASTM C1260. The aggregate shall be considered innocuous if the expansion of test specimens, tested in accordance with ASTM C1260, does not exceed 0.10% at 28 days (30 days from casting).

(2) Combined coarse and fine aggregate shall be tested in accordance with ASTM C1567, modified for combined aggregates, using the proposed mixture design proportions of aggregates, cementitious materials, and/or specific reactivity reducing chemicals. If lithium nitrate is proposed for use with or without supplementary cementitious materials, the aggregates shall be tested in accordance with Corps of Engineers (COE) CRD C662. If lithium nitrate admixture is used, it shall be nominal 30% ±0.5% weight lithium nitrate in water.

(3) If the expansion of the proposed combined materials test specimens, tested in accordance with ASTM C1567, modified for combined aggregates, or COE CRD C662, does not exceed 0.10% at 28 days, the proposed combined materials will be accepted. If the expansion of the proposed combined materials test specimens is greater than 0.10% at 28 days, the aggregates will not be accepted unless adjustments to the combined materials mixture can reduce the expansion to less than 0.10% at 28 days, or new aggregates shall be evaluated and tested.

610-2.2 COARSE AGGREGATE. The coarse aggregate for concrete shall meet the requirements of ASTM C33. Crushed stone aggregate shall have a durability factor, as determined by ASTM C666, greater than or equal to 95. The Engineer may consider and reserve final approval of other State classification procedures addressing aggregate durability.

Coarse aggregate shall be well graded from coarse to fine and shall meet the following gradation shown in the table below when tested per ASTM C136.

Gradation For Coarse Aggregate

Sieve Designation (square openings)	Percentage by Weight Passing Sieves						
	2" (50 mm)	1-1/2" (38 mm)	1" (25 mm)	3/4" (19 mm)	1/2" (12 mm)	3/8" (9 mm)	No. 4
No. 4 to 1 in. (4.75-25 mm)		100	90-100		25-60		0-10

610-2.2.1 AGGREGATE SUSCEPTIBILITY TO DURABILITY (D) CRACKING. Coarse aggregate may be accepted from sources that have a 20 year service history for the same gradation to be supplied with no durability issues.

a. Material currently being produced shall have a durability factor ≥ 95 using ASTM C666. Coarse aggregates that are crushed granite, calcite cemented sandstone, quartzite, basalt, diabase, rhyolite or trap rock are considered to meet the D-cracking test but must meet all other quality tests. Aggregates meeting State Highway Department material specifications may be acceptable with concurrence of the FAA.

b. The Contractor shall submit a current certification that the aggregate does not have a history of D-cracking and that the aggregate meets the state specifications for use in PCC pavement for use on interstate highways. Certifications, tests and any history reports must be for the same gradation as being proposed for use on the project. Certifications which are not dated or which are over one (1) year old or which are for different gradations will not be accepted. Test results will only be accepted when tests were performed by a State Department of Transportation (DOT) materials laboratory or an accredited laboratory.

610-2.3 FINE AGGREGATE. The fine aggregate for concrete shall meet the requirements of ASTM C33.

The fine aggregate shall be well graded from fine to coarse and shall meet the requirements of the table below when tested in accordance with ASTM C136:

Gradation For Fine Aggregate

Sieve Designation (square openings)	Percentage by Weight Passing Sieves
3/8 inch (9 mm)	100
No. 4 (4.75 mm)	95-100
No. 16 (1.18 mm)	45-80
No. 30 (0.60 mm)	25-55
No. 50 (0.30 mm)	10-30
No. 100 (0.15 mm)	2-10

Blending will be permitted, if necessary, to meet the gradation requirements for fine aggregate. Fine aggregate deficient in the percentage of material passing the No. 50 mesh sieve may be accepted, if the deficiency does not exceed 5% and is remedied by the addition of pozzolanic or cementitious materials other than Portland cement, as specified in paragraph 610-2.6, Admixtures, in sufficient quantity to produce the required workability as approved by the Engineer.

610-2.4 CEMENT. Cement shall conform to the requirements of ASTM C150 - Type I.

If aggregates are deemed innocuous when tested in accordance with paragraph 610-2.1.a.1 and accepted in accordance with paragraph 610-2.1.a.3, higher equivalent alkali content in the cement may

be allowed if approved by the Engineer and FAA. If cement becomes partially set or contains lumps of caked cement, it shall be rejected. Cement salvaged from discarded or used bags shall not be used.

The Contractor shall furnish vendors' certified test reports for each carload, or equivalent, of cement shipped to the project. The report shall be delivered to the Engineer before use of the cement is granted. All test reports shall be subject to verification by testing sample materials received for use on the project.

610-2.5 WATER. The water used in concrete shall be fresh, clean and potable; free from injurious amounts of oils, acids, alkalies, salts, organic materials or other substances deleterious to concrete.

610-2.6 ADMIXTURES. The Contractor shall submit certificates indicating that the material to be furnished meets all of the requirements indicated below. In addition, the Engineer may require the Contractor to submit complete test data from an approved laboratory showing that the material to be furnished meets all of the requirements of the cited specifications. Subsequent tests may be made of samples taken by the Engineer from the supply of the material being furnished or proposed for use on the work to determine whether the admixture is uniform in quality with that approved.

a. Air-Entraining Admixtures. Air-entraining admixtures shall meet the requirements of ASTM C260 and shall consistently entrain the air content in the specified ranges under field conditions. The air-entrainment agent and any water reducer admixture shall be compatible.

b. Water-reducing admixtures. Water-reducing admixture shall meet the requirements of ASTM C494, Type A, B, or D. ASTM C494, Type F and G high range water reducing admixtures and ASTM C1017 flowable admixtures shall not be used.

~~**c. Other chemical admixtures**. The use of set retarding, and set- accelerating admixtures shall be approved by the Engineer. Retarding shall meet the requirements of ASTM C494, Type A, B, or D and set- accelerating shall meet the requirements of ASTM C494, Type C. Calcium chloride and admixtures containing calcium chloride shall not be used.~~

~~**d. Lithium nitrate**. The lithium admixture shall be a nominal 30% aqueous solution of Lithium Nitrate, with a density of 10 pounds/gallon, and shall have the approximate chemical form as shown below:~~

~~Constituent~~	~~Limit (Percent by Mass)~~
~~LiNO3 (Lithium Nitrate)~~	~~30 ±0.5~~
~~SO4 (Sulfate Ion)~~	~~0.1 (max)~~
~~Cl (Chloride Ion)~~	~~0.2 (max)~~
~~Na (Sodium Ion)~~	~~0.1 (max)~~
~~K (Potassium Ion)~~	~~0.1 (max)~~

~~Provide a trained representative to supervise the lithium nitrate admixture dispensing and mixing operations.~~

610-2.7 PREMOLDED JOINT MATERIAL. Premolded joint material for expansion joints shall meet the requirements of ASTM D1751.

610-2.8 JOINT FILLER. The filler for joints shall *be a compressible, non-shrinking, non-staining, non-absorbing material that is non-reactive with the joint sealant. The material shall have a water absorption of not more than 5% when tested in accordance with ASTM C509. The backer-rod material shall be 25% ± 5 % larger in diameter than the nominal width of the crack.* ~~meet the requirements of Item P-605, unless otherwise specified.~~ *Joint sealant materials shall meet the requirements of ASTM D 5893, Type SL for concrete joints.*

610-2.9 STEEL REINFORCEMENT. Reinforcing shall consist of **Reinforcing Steel** conforming to the requirements of **ASTM A615.**

610-2.10 MATERIALS FOR CURING CONCRETE. Curing materials shall conform to **one of the following:**

Waterproof paper	**ASTM C171**
Clear or white Polyethylene Sheeting	**ASTM C171**
White-pigmented Liquid Membrane-Forming Compound, Type 2, Class B	**ASTM C309**

CONSTRUCTION METHODS

610-3.1 GENERAL. The Contractor shall furnish all labor, materials, and services necessary for, and incidental to, the completion of all work as shown on the drawings and specified here. All machinery and equipment used by the Contractor on the work, shall be of sufficient size to meet the requirements of the work. All work shall be subject to the inspection and approval of the Engineer.

610-3.2 CONCRETE COMPOSITION. The concrete shall develop a compressive strength of **3,500** psi in 28 days as determined by test cylinders made in accordance with ASTM C31 and tested in accordance with ASTM C39. The concrete shall contain not less than 470 pounds of cement per cubic yard. The concrete shall contain 5% of entrained air, ±1%, as determined by ASTM C231 and shall have a slump of not more than 4 inches as determined by ASTM C143.

610-3.3 ACCEPTANCE SAMPLING AND TESTING. Concrete for each structure will be accepted on the basis of the compressive strength specified in paragraph 610-3.2. The concrete shall be sampled in accordance with ASTM C172. Concrete cylindrical compressive strength specimens shall be made in accordance with ASTM C31 and tested in accordance with ASTM C39. The Contractor shall cure and store the test specimens under such conditions as directed by the Engineer. The Engineer will make the actual tests on the specimens at no expense to the Contractor.

610-3.4 QUALIFICATIONS FOR CONCRETE TESTING SERVICE. Perform concrete testing by an approved laboratory and inspection service experienced in sampling and testing concrete. Testing agency must meet the requirements of ASTM C1077 or ASTM E329.

610-3.5 PROPORTIONING AND MEASURING DEVICES. When package cement is used, the quantity for each batch shall be equal to one or more whole sacks of cement. The aggregates shall be measured separately by weight. If aggregates are delivered to the mixer in batch trucks, the exact amount for each mixer charge shall be contained in each batch compartment. Weighing boxes or hoppers shall be approved by the Engineer and shall provide means of regulating the flow of aggregates into the batch box so the required, exact weight of aggregates is obtained.

610-3.6 CONSISTENCY. The consistency of the concrete shall be determined by the slump test specified in ASTM C143.

610-3.7 MIXING. Concrete may be mixed at the construction site, at a central point, or wholly or in part in truck mixers. The concrete shall be mixed and delivered in accordance with the requirements of ASTM C94.

610-3.8 MIXING CONDITIONS. The concrete shall be mixed only in quantities required for immediate use. Concrete shall not be mixed while the air temperature is below 40°F without permission of the Engineer. If permission is granted for mixing under such conditions, aggregates or water, or both, shall be heated and the concrete shall be placed at a temperature not less than 50°F nor more than 100°F. The

Contractor shall be held responsible for any defective work, resulting from freezing or injury in any manner during placing and curing, and shall replace such work at his expense.

Retempering of concrete by adding water or any other material shall not be permitted.

The rate of delivery of concrete to the job shall be sufficient to allow uninterrupted placement of the concrete.

610-3.9 FORMS. Concrete shall not be placed until all the forms and reinforcements have been inspected and approved by the Engineer. Forms shall be of suitable material and shall be of the type, size, shape, quality, and strength to build the structure as shown on the plans. The forms shall be true to line and grade and shall be mortar-tight and sufficiently rigid to prevent displacement and sagging between supports. The surfaces of forms shall be smooth and free from irregularities, dents, sags, and holes. The Contractor shall be responsible for their adequacy.

The internal form ties shall be arranged so no metal will show in the concrete surface or discolor the surface when exposed to weathering when the forms are removed. All forms shall be wetted with water or with a non-staining mineral oil, which shall be applied immediately before the concrete is placed. Forms shall be constructed so they can be removed without injuring the concrete or concrete surface. The forms shall not be removed until at least 30 hours after concrete placement for vertical faces, walls, slender columns, and similar structures. Forms supported by falsework under slabs, beams, girders, arches, and similar construction shall not be removed until tests indicate the concrete has developed at least 60% of the design strength.

610-3.10 PLACING REINFORCEMENT. All reinforcement shall be accurately placed, as shown on the plans, and shall be firmly held in position during concrete placement. Bars shall be fastened together at intersections. The reinforcement shall be supported by approved metal chairs. Shop drawings, lists, and bending details shall be supplied by the Contractor when required.

610-3.11 EMBEDDED ITEMS. Before placing concrete, all embedded items shall be firmly and securely fastened in place as indicated. All embedded items shall be clean and free from coating, rust, scale, oil, or any foreign matter. The concrete shall be spaded and consolidated around and against embedded items. The embedding of wood shall not be allowed.

610-3.12 PLACING CONCRETE. All concrete shall be placed during daylight hours, unless otherwise approved. The concrete shall not be placed until the depth and condition of foundations, the adequacy of forms and falsework, and the placing of the steel reinforcing have been ~~approved~~ *reviewed by the Engineer*. Concrete shall be placed as soon as practical after mixing, but in no case later than one (1) hour after water has been added to the mix. The method and manner of placing shall avoid segregation and displacement of the reinforcement. Troughs, pipes, and chutes shall be used as an aid in placing concrete when necessary. The concrete shall not be dropped from a height of more than 5 feet. Concrete shall be deposited as nearly as practical in its final position to avoid segregation due to rehandling or flowing. Do not subject concrete to procedures which cause segregation. Concrete shall be placed on clean, damp surfaces, free from running water, or on a properly consolidated soil foundation.

610-3.13 VIBRATION. Vibration shall follow the guidelines in American Concrete Institute (ACI) Committee 309, Guide for Consolidation of Concrete. Where bars meeting ASTM A775 or A934 are used, the vibrators shall be equipped with rubber or non-metallic vibrator heads. Furnish a spare, working, vibrator on the job site whenever concrete is placed. Consolidate concrete slabs greater than 4 inches in depth with high frequency mechanical vibrating equipment supplemented by hand spading and tamping. Consolidate concrete slabs 4 inches or less in depth by wood tampers, spading, and settling with a heavy leveling straightedge. Operate internal vibrators with vibratory element submerged in the concrete, with a minimum frequency of not less than 6000 cycles per minute when submerged. Do not use vibrators to transport the concrete in the forms. Penetrate the previously placed lift with the vibrator when more than one lift is required. Use external vibrators on the exterior surface of the forms when internal vibrators do

not provide adequate consolidation of the concrete. Vibrators shall be manipulated to work the concrete thoroughly around the reinforcement and embedded fixtures and into corners and angles of the forms. The vibration at any point shall be of sufficient duration to accomplish compaction but shall not be prolonged to where segregation occurs. Concrete deposited under water shall be carefully placed in a compact mass in its final position by means of a tremie or other approved method and shall not be disturbed after placement.

610-3.14 CONSTRUCTION JOINTS. If the placement of concrete is suspended, necessary provisions shall be made for joining future work before the placed concrete takes its initial set. For the proper bonding of old and new concrete, provisions shall be made for grooves, steps, reinforcing bars or other devices as specified. The work shall be arranged so that a section begun on any day shall be finished during daylight of the same day. Before depositing new concrete on or against concrete that has hardened, the surface of the hardened concrete shall be cleaned by a heavy steel broom, roughened slightly, wetted, and covered with a neat coating of cement paste or grout.

610-3.15 EXPANSION JOINTS. Expansion joints shall be constructed at such points and dimensions as indicated on the drawings. The premolded filler shall be cut to the same shape as the surfaces being joined. The filler shall be fixed firmly against the surface of the concrete already in place so that it will not be displaced when concrete is deposited against it.

610-3.16 DEFECTIVE WORK. Any defective work discovered after the forms have been removed, which in the opinion of the Engineer cannot be repaired satisfactorily, shall be immediately removed and replaced at the expense of the Contractor. Defective work shall include deficient dimensions, or bulged, uneven, or honeycomb on the surface of the concrete.

610-3.17 SURFACE FINISH. All exposed concrete surfaces shall be true, smooth, and free from open or rough areas, depressions, or projections. All concrete horizontal plane surfaces shall be brought flush to the proper elevation with the finished top surface struck-off with a straightedge and floated. Mortar finishing shall not be permitted, nor shall dry cement or sand-cement mortar be spread over the concrete during the finishing of horizontal plane surfaces.

The surface finish of exposed concrete shall be a rubbed finish. If forms can be removed while the concrete is still green, the surface shall be wetted and then rubbed with a wooden float until all irregularities are removed. If the concrete has hardened before being rubbed, a carborundum stone shall be used to finish the surface. When approved, the finishing can be done with a finishing machine.

610-3.18 CURING AND PROTECTION. All concrete shall be properly cured and protected by the Contractor. The concrete shall be protected from the weather, flowing water, and from defacement of any nature during the project. The concrete shall be cured by covering with an approved material as soon as it has sufficiently hardened. Water-absorptive coverings shall be thoroughly saturated when placed and kept saturated for at least three (3) days following concrete placement. All curing mats or blankets shall be sufficiently weighted or tied down to keep the concrete surface covered and to prevent the surface from being exposed to air currents. Wooden forms shall be kept wet at all times until removed to prevent opening of joints and drying out of the concrete. Traffic shall not be allowed on concrete surfaces for seven (7) days after the concrete has been placed.

610-3.19 DRAINS OR DUCTS. Drainage pipes, conduits, and ducts that are to be encased in concrete shall be installed by the Contractor before the concrete is placed. The pipe shall be held rigidly so that it will not be displaced or moved during the placing of the concrete.

610-3.20 COLD WEATHER PLACING. When concrete is placed at temperatures below 40°F, the Contractor shall provide satisfactory methods and means to protect the mix from injury by freezing. The aggregates, or water, or both, shall be heated to place the concrete at temperatures between 50°F and 100°F.

Calcium chloride may be incorporated in the mixing water when directed by the Engineer. Not more than 2 pounds of Type 1 nor more than 1.6 pounds of Type 2 shall be added per bag of cement. After the concrete has been placed, the Contractor shall provide sufficient protection such as cover, canvas, framework, heating apparatus, etc., to enclose and protect the structure and maintain the temperature of the mix at not less than 50°F until at least 60% of the designed strength has been attained.

610-3.21 HOT WEATHER PLACING. Concrete shall be properly placed and finished with procedures previously submitted. The concrete-placing temperature shall not exceed **95**°F when measured in accordance with ASTM C1064. Cooling of the mixing water and aggregates, or both, may be required to obtain an adequate placing temperature. A retarder meeting the requirements of paragraph 610-2.6 may be used to facilitate placing and finishing. Steel forms and reinforcement shall be cooled prior to concrete placement when steel temperatures are greater than 120°F. Conveying and placing equipment shall be cooled if necessary to maintain proper concrete-placing temperature. Submit the proposed materials and methods for review and approval by the Engineer, if concrete is to be placed under hot weather conditions.

610-3.22 FILLING JOINTS. All joints that require filling shall be thoroughly cleaned, and any excess mortar or concrete shall be cut out with proper tools. Joint filling shall not start until after final curing and shall be done only when the concrete is completely dry. The cleaning and filling shall be done with proper equipment to obtain a neat looking joint free from excess filler.

METHOD OF MEASUREMENT

610-4.1 Portland cement concrete shall ~~be measured by the number of cubic yards of concrete complete in place and accepted. In computing the yardage of concrete for payment, the dimensions used shall be those shown on the plans or ordered by the Engineer~~ *not be measured for separate payment unless otherwise noted.* No measurements or other allowances shall be made for forms, falsework, cofferdams, pumping, bracing, expansion joints, or finishing of the concrete. No deductions in yardage shall be made for the volumes of reinforcing steel or embedded items.

610-4.2 Reinforcing steel shall *not be measured for separate payment.* ~~be measured by the calculated theoretical number of pounds placed, as shown on the plans, complete in place and accepted. The unit weight used for deformed bars shall be the weight of plain square or round bars of equal nominal size. If so indicated on the plans, the poundage to be paid for shall include the weight of metal pipes and drains, metal conduits and ducts, or similar materials indicated and included.~~

BASIS OF PAYMENT

610-5.1 Payment shall *not be paid for separately but shall be considered subsidiary to the item in which it is contained, unless otherwise noted.* ~~be made at the contract unit price per cubic yard for structural Portland cement concrete and per pound for reinforcing steel. These prices shall be full compensation for furnishing all materials and for all preparation, delivery and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.~~

~~Payment will be made under:~~

~~Item P-610-5.1 Structural Portland Cement Concrete – per Cubic Yard~~

~~Item P-610-5.2 Steel Reinforcement – per Pound~~

TESTING REQUIREMENTS

ASTM C 31 Making and Curing Test Specimens in the Field

ASTM C 39	Compressive Strength of Cylindrical Concrete Specimens
ASTM C 136	Sieve Analysis of Fine and Coarse Aggregates
ASTM C 138	Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete
ASTM C 143	Slump of Hydraulic Cement Concrete
ASTM C 231	Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C 666	Resistance of Concrete to Rapid Freezing and Thawing
ASTM C 1077	Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation
ASTM C 1260	Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)
ASTM C31	Standard Practice for Making and Curing Concrete Test Specimens in the Field
ASTM C39	Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C138	Standard Test Method for Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete
ASTM C143	Standard Test Method for Slump of Hydraulic-Cement Concrete
ASTM C231	Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C666	Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing
ASTM C1017	Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete
ASTM C1064	Standard Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete
ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation
ASTM C1260	Standard Test Method for Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)
ASTM C1567	Standard Test Method for Determining the Potential Alkali-Silica Reactivity of Combinations of Cementitious Materials and Aggregates (Accelerated Mortar- Bar Method)
ASTM E329	Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection

U.S. Army Corps of Engineers (USACE) Concrete Research Division (CRD) C662
Determining the Potential Alkali-Silica Reactivity of Combinations of Cementitious Materials, Lithium Nitrate Admixture and Aggregate (Accelerated Mortar-Bar Method)

MATERIAL REQUIREMENTS

ASTM A 184	Specification for Fabricated Deformed Steel Bar or Rod Mats for Concrete Reinforcement
ASTM A 185	Steel Welded Wire Fabric, Plain, for Concrete Reinforcement
ASTM A 497	Steel Welded Wire Fabric, Deformed, for Concrete Reinforcement
ASTM A 615	Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
ASTM A 704	Welded Steel Plain Bars or Rod Mats for Concrete Reinforcement
ASTM C 33	Concrete Aggregates
ASTM C 94	Ready-Mixed Concrete
ASTM C 150	Portland Cement
ASTM C 171	Sheet Materials for Curing Concrete
ASTM C 172	Sampling Freshly Mixed Concrete
ASTM C 260	Air-Entraining Admixtures for Concrete
ASTM C 309	Liquid Membrane-Forming Compounds for Curing Concrete
ASTM C 494	Chemical Admixtures for Concrete
ASTM C 595	Blended Hydraulic Cements
ASTM C 618	Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete
ASTM D 1751	Specification for Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types)
ASTM D 1752	Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction
AASHTO T 26	Quality of Water to be Used in Concrete
ASTM A184	Standard Specification for Welded Deformed Steel Bar Mats for Concrete Reinforcement
ASTM A185	Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete
ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM A704	Standard Specification for Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement
ASTM A706	Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement

ASTM A775	Standard Specification for Epoxy-Coated Steel Reinforcing Bars
ASTM A934	Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars
ASTM A1064	Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete
ASTM C33	Standard Specification for Concrete Aggregates
ASTM C94	Standard Specification for Ready-Mixed Concrete
ASTM C150	Standard Specification for Portland Cement
ASTM C171	Standard Specification for Sheet Materials for Curing Concrete
ASTM C172	Standard Practice for Sampling Freshly Mixed Concrete
ASTM C260	Standard Specification for Air-Entraining Admixtures for Concrete
ASTM C309	Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete
ASTM C494	Standard Specification for Chemical Admixtures for Concrete
ASTM C595	Standard Specification for Blended Hydraulic Cements
ASTM C618	Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
ASTM D1751	Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Asphalt Types)
ASTM D1752	Standard Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction
ACI 305R	Hot Weather Concreting
ACI 306R	Cold Weather Concreting
ACI 309R	Guide for Consolidation of Concrete

END OF ITEM P-610

ITEM P-620 RUNWAY AND TAXIWAY PAINTING

DESCRIPTION

620-1.1 This item shall consist of the preparation and painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the Engineer. The terms "paint" and "marking material" as well as "painting" and "application of markings" are interchangeable throughout this specification.

MATERIALS

620-2.1 MATERIALS ACCEPTANCE. The Contractor shall furnish manufacturer's certified test reports for materials shipped to the project. The certified test reports shall include a statement that the materials meet the specification requirements. The reports can be used for material acceptance or the Engineer may perform verification testing. The reports shall not be interpreted as a basis for payment. The Contractor shall notify the Engineer upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers 55 gallons or smaller for inspection by the Engineer. Material shall not be loaded into the equipment until inspected by the Engineer.

620-2.2 MARKING MATERIALS. Paint shall be waterborne in accordance with the requirements of paragraph 620-2.2a. Paint shall be furnished in **White (37925), Yellow (33538 or 33655), or Black (37038)** in accordance with Federal Standard No. 595.

a. WATERBORNE. Paint shall meet the requirements of Federal Specification TT-P-1952E, Type III. The non- volatile portion of the vehicle for all paint types shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis.

b. EPOXY. Paint shall be a two component, minimum 99% solids type system conforming to the following:

(1) Pigments. Component A. Percent by weight.

(a) White:
Titanium Dioxide, ASTM D476, type II shall be 18% minimum (16.5% minimum at 100% purity).

(b) Yellow and Colors:
Titanium Dioxide, ASTM D476, type II shall be 14 to 17%.

Organic yellow, other colors, and tinting as required to meet color standard.

Epoxy resin shall be 75 to 79%.

(2) Epoxy Content. Component A. The weight per epoxy equivalent, when tested in accordance with ASTM D1652 shall be the manufacturer's target ±50.

(3) Amine Number. Component B. When tested in accordance with ASTM D2074 shall be the manufacturer's target ±50.

(4) Prohibited Materials. The manufacturer shall certify that the product does not contain mercury, lead, hexavalent chromium, halogenated solvents, nor any carcinogen as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant Federal Regulations.

(5) Daylight Directional Reflectance:

(a) White: The daylight directional reflectance of the white paint shall not be less than 75% (relative to magnesium oxide), when tested in accordance with ASTM E2302.

(b) Yellow: The daylight directional reflectance of the yellow paint shall not be less than 55% (relative to magnesium oxide), when tested in accordance with ASTM E2302. The x and y values shall be consistent with the Federal Hegman yellow color standard chart for traffic yellow standard 33538, or shall be consistent with the tolerance listed below:

x .462	x .470	x .479	x .501
y .438	y .455	y .428	y .452

(6) Accelerated Weathering.

(a) Sample Preparation. Apply the paint at a wet film thickness of 0.013 inch to four 3 × 6 inch aluminum panels prepared as described in ASTM E2302. Air dry the sample 48 hours under standard conditions.

(b) Testing Conditions. Test in accordance with ASTM G154 using both Ultra Violet (UV-B) Light and condensate exposure, 72 hours total, alternating four (4) hour UV exposure at 140°F, and four (4) hours condensate exposure at 104°F.

(c) Evaluation. Remove the samples and condition for 24 hours under standard conditions. Determine the directional reflectance and color match using the procedures in paragraph 620-2.2b(5) above. Evaluate for conformance with the color requirements.

(7) Volatile Organic Content. Determine the volatile organic content in accordance with 40 CFR Part 60 Appendix A, Method 24.

(8) Dry Opacity. Use ASTM E2302. The wet film thickness shall be 0.015 inch. The minimum opacity for white and colors shall be 0.92.

(9) Abrasion Resistance. Subject the panels prepared in paragraph 620-2.2b(6) to the abrasion test in accordance with ASTM D968, Method A, except that the inside diameter of the metal guide tube shall be from 0.747 to 0.750 inch. Five liters (17.5 lb) of unused sand shall be used for each test panel. The test shall be run on two test panels Both baked and weathered paint films shall require not less than 150 liters (525 lbs) of sand for the removal of the paint films.

(10) Hardness, Shore. Hardness shall be at least 80 when tested in accordance with ASTM D2240.

c. METHACRYLATE. Paint shall be a two component, minimum 99% solids-type system conforming to the following:

(1) Pigments. Component A. Percent by weight.

(a) White:
Titanium Dioxide, ASTM D476, type II shall be 6% minimum. Methacrylate resin shall be 18% minimum.

(b) Yellow and Colors:

Titanium Dioxide, ASTM D476, type II shall be 6% minimum.

Organic yellow, other colors, and tinting as required to meet color standard.

Methacrylate resin shall be 18% minimum.

(2) Prohibited Materials. The manufacturer shall certify that the product does not contain mercury, lead, hexavalent chromium, halogenated solvents, nor any carcinogen as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant Federal Regulations.

(3) Daylight Directional Reflectance:

(a) White: The daylight directional reflectance of the white paint shall not be less than 80% (relative to magnesium oxide), when tested in accordance with ASTM E2302.

(b) Yellow: The daylight directional reflectance of the yellow paint shall not be less than 55% (relative to magnesium oxide), when tested in accordance with ASTM E2302. The x and y values shall be consistent with the Federal Hegman yellow color standard chart for traffic yellow standard 33538, or shall be consistent with the tolerance listed below:

x .462	x .470	x .479	x .501
y .438	y .455	y .428	y .452

(4) Accelerated Weathering.

(a) Sample Preparation. Apply the paint at a wet film thickness of 0.013 inch to four 3 × 6 inch aluminum panels prepared as described in ASTM E2302. Air dry the sample 48 hours under standard conditions.

(b) Testing Conditions. Test in accordance with ASTM G154 using both Ultra Violet (UV-B) Light and condensate exposure, 72 hours total, alternating four (4) hour UV exposure at 140°F, and four (4) hours condensate exposure at 104°F.

(c) Evaluation. Remove the samples and condition for 24 hours under standard conditions. Determine the directional reflectance and color match using the procedures in paragraph 620-2.2c(3) above. Evaluate for conformance with the color requirements.

(5) Volatile Organic Content. Determine the volatile organic content in accordance with 40 CFR Part 60 Appendix A, Method 24.

(6) Dry Opacity. Use ASTM E2302. The wet film thickness shall be 0.015 inch. The minimum opacity for white and colors shall be 0.92.

(7) Abrasion Resistance. Subject the panels prepared in paragraph 620-2.2c(4) to the abrasion test in accordance with ASTM D968, Method A, except that the inside diameter of the metal guide tube shall be from 0.747 to 0.750 inch. Five liters (17.5 lb) of unused sand shall be used for each test panel. The test shall be run on two test panels Both baked and weathered paint films shall require not less than 150 liters (525 lbs) of sand for the removal of the paint films.

(8) Hardness, Shore. Hardness shall be at least 80 when tested in accordance with ASTM D2240.

d. SOLVENT-BASE. Paint shall meet the requirements of Commercial Item Description A-A-2886B Type I, Type II, and Type III.

e. PREFORMED THERMOPLASTIC AIRPORT PAVEMENT MARKINGS. Markings must be composed of ester modified resins in conjunction with aggregates, pigments, and binders that have been

factory produced as a finished product. The material must be impervious to degradation by aviation fuels, motor fuels, and lubricants.

(1) The markings must be able to be applied in temperatures as low as 35°F without any special storage, preheating, or treatment of the material before application.

(a) The markings must be supplied with an integral, non- reflectorized black border.

(2) Graded Glass Beads.

(a) The material must contain a minimum of 30% intermixed graded glass beads by weight. The intermixed beads shall conform to Federal Specification TT-B-1325D, Type I, gradation A.

(b) The material must have factory applied coated surface beads in addition to the intermixed beads at a rate of one (1) lb (±10%) per 10 square feet. These factory applied coated surface beads shall have a minimum of 90% true spheres, minimum refractive index of 1.50, and meet the following gradation.

Size Gradation		Retained, %	Passing, %
US Mesh	µm		
12	1700	0 – 2	98 – 100
14	1400	0 - 3.5	96.5 – 100
16	1180	2 – 25	75 – 98
18	1000	28 – 63	37 – 72
20	850	63 – 72	28 – 37
30	600	67 – 77	23 – 33
50	300	89 – 95	5 – 11
80	200	97 – 100	0 – 3

(3) Heating Indicators. The material manufacturer shall provide a method to indicate that the material has achieved satisfactory adhesion and proper bead embedment during application and that the installation procedures have been followed.

(4) Pigments. Percent by weight.

(a) White:
Titanium Dioxide, ASTM D476, type II shall be 10% minimum.

(b) Yellow and Colors:
Titanium Dioxide, ASTM D476, type II shall be 1% minimum.

Organic yellow, other colors, and tinting as required to meet color standard.

(5) Prohibited Materials. The manufacturer shall certify that the product does not contain mercury, lead, hexavalent chromium, halogenated solvents, nor any carcinogen as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant Federal Regulations.

(6) Daylight Directional Reflectance.

(a) White:
The daylight directional reflectance of the white paint shall not be less than 75% (relative to magnesium oxide), when tested in accordance with ASTM E2302.

(b) Yellow: The daylight directional reflectance of the yellow paint shall not be less than 45% (relative to magnesium oxide), when tested in accordance with ASTM E2302. The x and y values shall be consistent with the Federal Hegman yellow color standard chart for traffic yellow standard 33538, or shall be consistent with the tolerance listed below:

x .462	x .470	x .479	x .501
y .438	y .455	y .428	y .452

(7) Skid Resistance. The surface, with properly applied and embedded surface beads, must provide a minimum resistance value of 45 BPN when tested according to ASTM E303.

(8) Thickness. The material must be supplied at a nominal thickness of 65 mil.

(9) Environmental Resistance. The material must be resistant to deterioration due to exposure to sunlight, water, salt, or adverse weather conditions and impervious to aviation fuels, gasoline, and oil.

(10) Retroreflectivity. The material, when applied in accordance with manufacturer's guidelines, must demonstrate a uniform level of nighttime retroreflection when tested in accordance to ASTM E1710.

(11) Packaging. Packaging shall protect the material from environmental conditions until installation.

(12) Preformed Thermoplastic Airport Pavement Marking Requirements.

(a) The markings must be a resilient thermoplastic product with uniformly distributed glass beads throughout the entire cross- sectional area. The markings must be resistant to the detrimental effects of aviation fuels, motor fuels and lubricants, hydraulic fluids, deicers, anti-icers, protective coatings, etc. Lines, legends, and symbols must be capable of being affixed to asphalt and/or Portland cement concrete pavements by the use of a large radiant heater. Colors shall be available as required.

(b) The markings must be capable of conforming to pavement contours, breaks, and faults through the action of airport traffic at normal pavement temperatures. The markings must be capable of fully conforming to grooved pavements, including pavement grooving per advisory circular (AC) 150/5320-12, current version. The markings shall have resealing characteristics, such that it is capable of fusing with itself and previously applied thermoplastics when heated with a heat source per manufacturer's recommendation.

(c) Multicolored markings must consist of interconnected individual pieces of preformed thermoplastic pavement marking material, which through a variety of colors and patterns, make up the desired design. The individual pieces in each large marking segment (typically more than 20 feet long) must be factory assembled with a compatible material and interconnected so that in the field it is not necessary to assemble the individual pieces within a marking segment. Obtaining multicolored effect by overlaying materials of different colors is not acceptable due to resulting inconsistent marking thickness and inconsistent application temperature in the marking/substrate interface.

(d) The marking material must set up rapidly, permitting the access route to be re-opened to traffic after application.

(e) The marking material shall have an integral color throughout the thickness of the marking material.

620-2.3 REFLECTIVE MEDIA. Glass beads shall meet the requirements for **Federal Specification TT-B-1325D, Type IV**. Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

Paint Color	~~Glass Beads, Type I, Gradation A~~	~~Glass Beads, Type III~~	Glass Beads, Type IV
White	~~See Table 1.~~	~~See Table 1~~	See Table 1
Yellow	~~See Table 1.~~	~~See Table 1~~	See Table 1
Red	~~See Table 1 and Note~~	~~Not used~~	See Table 1 and Note
Pink	~~See Table 1 and Note~~	~~Not used~~	See Table 1 and Note
Black	~~Not used~~	~~Not used~~	See Table 1 and Note
Green	~~Not used~~	~~Not used~~	Not used

CONSTRUCTION METHODS

620-3.1 WEATHER LIMITATIONS. The painting shall be performed only when the surface is dry and when the surface temperature is at least 45°F and rising and the pavement surface temperature is at least 5°F above the dew point or meets the manufacturer's recommendations. **Painting operations shall be discontinued when the surface temperature exceeds 120°F** . Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns.

620-3.2 EQUIPMENT. Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type or airless-type marking machine suitable for application of traffic paint. It shall produce an even and uniform film thickness at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray.

620-3.3 PREPARATION OF SURFACE. Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other foreign material that would reduce the bond between the paint and the pavement. The area to be painted shall be cleaned by **waterblasting** or by other methods as required to remove all contaminants without damage to the pavement surface. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the Engineer. After the cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process.

Paint shall not be applied to Portland cement concrete pavement until the areas to be painted are clean of curing material. Sandblasting or high-pressure water shall be used to remove curing materials.

At least 24 hours prior to remarking existing markings, the existing markings must be removed such that **75%** of the existing markings are removed with low (3,500-10,000 psi) waterblaster. After waterblasting, the surface shall be cleaned of all residue or debris either with sweeping or blowing with compressed air or both.

Prior to the initial application of markings, the Contractor shall certify in writing that the surface has been prepared in accordance with the paint manufacturer's requirements, that the application equipment is appropriate for the type of marking paint and that environmental conditions are appropriate for the material being applied. This certification along with a copy of the paint manufacturer's surface preparation and application requirements must be submitted and approved by the Engineer prior to the initial application of markings. *When shown on the Plans, remove obsolete markings. Removal to be in accordance with this section and is to include the complete removal of the affected paint.*

620-3.4 LAYOUT OF MARKINGS. The proposed markings shall be laid out in advance of the paint application. The locations of markings to receive glass beads shall be shown on the plans.

620-3.5 APPLICATION. Paint shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the Engineer. The edges of the markings shall not vary from a straight line more than 1/2 inch in 50 feet, and marking dimensions and spacings shall be within the following tolerances:

Dimension and Spacing	Tolerance
36 inch or less	±1/2 inch
greater than 36 inch to 6 feet	±1 inch
greater than 6 feet to 60 feet	±2 inch
greater than 60 feet	±3 inch

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine *from two directions with no glass beads in the first pass direction, and with glass beads in the second pass direction* at the rate shown in Table 1. The addition of thinner will not be permitted. A period of **30 days** shall elapse between placement of a bituminous surface course or seal coat and application of the paint.

Prior to the initial application of markings, the Contractor shall certify in writing that the surface has been prepared in accordance with the paint manufacturer's requirements, that the application equipment is appropriate for the marking paint and that environmental conditions are appropriate for the material being applied. This certification along with a copy of the paint manufactures application and surface preparation requirements must be submitted to the Engineer prior to the initial application of markings.

620-3.6 TEST STRIP. Prior to the full application of airfield markings, the Contractor shall produce a test strip in the presence of the Engineer. The test strip shall include the application of a minimum of 5 gallons of paint and application of 35 lbs of Type I/50 lbs of Type III glass beads. The test strip shall be used to establish thickness/darkness standard for all markings. The test strip shall cover no more than the maximum area prescribed in Table 1 (e.g., for 5 gallons of waterborne paint shall cover no more than 575 square feet).

TABLE 1. APPLICATION RATES FOR PAINT AND GLASS BEADS
(See Note Regarding Red and Pink Paint)

Paint Type	Paint Square feet per gallon, ft^2/gal	~~Glass Beads, Type I, Gradation A~~ ~~Pounds per gallon of paint—lb./gal.~~	~~Glass Beads, Type III~~ ~~Pounds per gallon of paint—lb./gal.~~	Glass Beads, Type IV Pounds per gallon of paint—lb./gal.
Waterborne "First Pass"	**110 ft^2/gal max**	--	--	--
Waterborne "Second Pass"	**55 ft^2/gal max**	--	--	**8 lb./gal.**

Glass beads shall be distributed upon the marked areas at the locations shown on the plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads

shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made. Different bead types shall not be mixed. Regular monitoring of glass bead embedment should be performed.

All emptied containers shall be returned to the paint storage area for checking by the Engineer. The containers shall not be removed from the airport or destroyed until authorized by the Engineer.

620-3.7 APPLICATION – PREFORMED AIRPORT PAVEMENT MARKINGS.

a. Asphalt and Portland Cement To ensure minimum single-pass application time and optimum bond in the marking/substrate interface, the materials must be applied using a variable speed self-propelled mobile heater with an effective heating width of no less than 16 feet and a free span between supporting wheels of no less than 18 feet. The heater must emit thermal radiation to the marking material in such a manner that the difference in temperature of 2 inches wide linear segments in the direction of heater travel must be within 5% of the overall average temperature of the heated thermoplastic material as it exits the heater. The material must be able to be applied at ambient and pavement temperatures down to 35°F without any preheating of the pavement to a specific temperature. The material must be able to be applied without the use of a thermometer. The pavement shall be clean, dry, and free of debris. A non-volatile organic content (non-VOC) sealer with a maximum applied viscosity of 250 centiPoise must be applied to the pavement shortly before the markings are applied. The supplier must enclose application instructions with each box/package.

620-3.8 PROTECTION AND CLEANUP. After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. The Contractor shall remove from the work area all debris, waste, loose or unadhered reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the Engineer. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and Federal environmental statutes and regulations.

METHOD OF MEASUREMENT

620-4.1 The quantity of runway ~~and taxiway~~ markings to be paid for shall be **the number of square feet of painting ~~and the number of pounds of reflective media~~** performed in accordance with the specifications and accepted by the Engineer. *The quantity of paint marking removal to be paid for shall be the number of square feet (or portion thereof) of removed paint performed in accordance with the specifications and accepted by the Engineer.*

BASIS OF PAYMENT

620-5.1 Payment shall be made at the respective contract **price per square foot** for runway and taxiway painting *and pavement marking removal.* ~~**and [price per pound] for preformed markings** for reflective **media**~~. This price shall be full compensation for furnishing all materials, *including reflective media*, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-620-5.1	Runway and Taxiway Painting - per square foot
Item P-620-5.2	*Non-reflective Black outline – per square foot*
Item P-620-5.3	*Pavement Marking Removal — per square foot*

TESTING REQUIREMENTS

ASTM C371 Standard Test Method for Wire-Cloth Sieve Analysis of Nonplastic Ceramic Powders

ASTM D92 Standard Test Method for Flash and Fire Points by Cleveland Open Cup Tester

ASTM D711 Standard Test Method for No-Pick-Up Time of Traffic Paint

ASTM D968 Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive

ASTM D1652 Standard Test Method for Epoxy Content of Epoxy Resins

ASTM D2074 Standard Test Method for Total, Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method

ASTM D2240 Standard Test Method for Rubber Property - Durometer Hardness

ASTM D7585 Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments

ASTM E1710 Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer

ASTM E2302 Standard Test Method for Measurement of the Luminance Coefficient Under Diffuse Illumination of Pavement Marking Materials Using a Portable Reflectometer

ASTM G154 Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials

MATERIAL REQUIREMENTS

ASTM D476 Standard Classification for Dry Pigmentary Titanium Dioxide Products

40 CFR Part 60, Appendix A-7, Method 24
Determination of volatile matter content, water content, density, volume solids, and weight solids of surface coatings

29 CFR Part 1910.1200 Hazard Communication

FED SPEC TT-B-1325D
Beads (Glass Spheres) Retro-Reflective

American Association of State Highway and Transportation Officials (AASHTO) M247 Standard Specification for Glass Beads Used in Pavement Markings

FED SPEC TT-P-1952E
Paint, Traffic and Airfield Marking, Waterborne

Commercial Item Description A-A-2886B	Paint, Traffic, Solvent Based
FED STD 595	Colors used in Government Procurement
AC 150/5340-1	Standards for Airport Markings

END OF ITEM P-620

ITEM P-621 SAW-CUT GROOVES

DESCRIPTION

621-1.1 This item consists of providing a skid resistant surface that prevents hydroplaning during wet weather in accordance with these specifications and at the locations shown on the plans, or as directed by the Engineer.

CONSTRUCTION METHODS

621-2.1 PROCEDURES. The Contractor shall submit to the Engineer the grooving sequence and method of placing guide lines to control grooving operation. Transverse grooves saw-cut in the pavement must form a 1/4 inch (+1/16 inch, -0 inch) wide by 1/4 inch (±1/16 inch) deep by 1-1/2 inch (-1/8 inch, +0 inch) center-to-center configuration. The grooves must be continuous for the entire runway length. They must be saw-cut transversely (perpendicular to centerline) in the runway and high-speed taxiway pavement to not less than **10 feet** from the runway pavement edge to allow adequate space for equipment operation.

The saw-cut grooves must meet the following tolerances. The tolerances apply to each day's production and to each piece of grooving equipment used for production. The Contractor is responsible for all controls and process adjustments necessary to meet these tolerances. T he Contractor shall routinely spot check for compliance each time the equipment aligns for a grooving pass.

a. Alignment tolerance. The grooves shall not vary more than ±1-1/2 inch in alignment for 75 feet along the runway length, allowing for realignment every 500 feet along the runway length.

b. Groove tolerance. Depth. The standard depth is 1/4 inch. At least 90% of the grooves must be at least 3/16 inch, at least 60% of the grooves must be at least 1/4 inch, and not more than 10% of the grooves may exceed 5/16 inch.

c. Width. The standard width is 1/4 inch. At least 90% of the grooves must be at least 3/16), at least 60% of the grooves must be at least 1/4 inch, and not more than 10% of the grooves may exceed 5/16 inch.

d. Center-to -center spacing. The standard spacing is 1-1/2 inch. Minimum spacing 1-3/8 inch. Maximum spacing 1-1/2 inch.

Saw-cut grooves must not be closer than 3 inches or more than 9 inches from transverse joints in concrete pavements. Grooves must not be closer than 6 inches and no more than 18 inches from in-pavement light fixtures. Grooves may be continued through longitudinal construction joints. Where neoprene compression seals have been installed and the compression seals are recessed sufficiently to prevent damage from the grooving operation, grooves may be continued through the longitudinal joints. Where neoprene compression seals have been installed and the compression seals are not recessed sufficiently to prevent damage from the grooving operation, grooves must not be closer than 3 inches or more than 5 inches from the longitudinal joints. Where lighting cables are installed, grooving through longitudinal or diagonal saw kerfs shall not be allowed.

621-2.2 ENVIRONMENTAL REQUIREMENTS. Grooving operations will not be permitted when freezing conditions prevent the immediate removal of debris and/or drainage of water from the grooved area. Discharge and disposal of waste slurry shall be the Contractor's responsibility.

621-2.3 TEST SECTION. Groove a test section in an area of the pavement outside of the trafficked area, as approved by the Engineer. The area shall be **130** feet long by two lanes wide. Demonstrate the setup and alignment process, the grooving operation, and the waste slurry disposal.

621-2.4 EXISTING PAVEMENTS. Bumps, depressed areas, bad or faulted joints, and badly cracked and/or spalled areas in the pavement shall not be grooved until such areas are adequately repaired or replaced.

621-2.5 NEW PAVEMENTS. New asphalt concrete pavements shall be allowed to cure for a minimum of 30 days before grooving, to allow the material to become stable enough to prevent closing of the grooves under normal use. Permit new Portland cement concrete pavements to cure for a minimum of 28 days before grooving. Spalling along or tearing or raveling of the groove edges shall not be allowed.

621-2.6 GROOVING MACHINE. Provide a grooving machine that is power driven, self-propelled, specifically designed and manufactured for pavement grooving, and has a self-contained and integrated continuous slurry vacuum system as the primary method for removing waste slurry. The grooving machine shall be equipped with diamond-saw cutting blades, and capable of making at least 18 inches in width of multiple parallel grooves in one pass of the machine. Thickness of the cutting blades shall be capable of making the required width and depth of grooves in one pass of the machine. The cutting head shall not contain a mixture of new and worn blades or blades of unequal wear or diameter. Match the blade type and configuration with the hardness of the existing airfield pavement. The wheels on the grooving machine shall be of a design that will not scar or spall the pavement. Provide the machine with devices to control depth of groove and alignment.

621-2.7 WATER SUPPLY. Water for the grooving operation shall be provided by the Contractor.

621-2.8 CLEAN-UP. During and after installation of saw-cut grooves, the Contractor must remove from the pavement all debris, waste, and by-products generated by the operations to the satisfaction of the Engineer. Cleanup of waste material must be continuous during the grooving operation. Flush debris produced by the machine to the edge of the grooved area or pick it up as it forms. The dust coating remaining shall be picked up or flushed to the edge of the area if the resultant accumulation is not detrimental to the vegetation or storm drainage system. Accomplish all flushing operations in a manner to prevent erosion on the shoulders or damage to vegetation. Waste material must be disposed of in an approved manner. Waste material must not be allowed to enter the airport storm sewer system. The Contractor must dispose of these wastes in strict compliance with all applicable state, local, and Federal environmental statutes and regulations

621-2.9 REPAIR OF DAMAGED PAVEMENT. Grooving must be stopped and damaged pavement repaired at the Contractor's expense when, in the opinion of the Engineer, the result of the grooving operation will be detrimental to aircraft tires.

621-2.10 PRODUCTION RATE. The Contractor must furnish sufficient equipment to groove **a minimum of 1,600 square yards of pavement per day.**

ACCEPTANCE

621-3.1 ACCEPTANCE TESTING. Grooves will be accepted based on results of zone testing. All acceptance testing necessary to determine conformance with the groove tolerances specified will be performed by the Engineer.

Instruments for measuring groove width and depth must have a range of at least 0.5 inch and a resolution of at least 0.005 inch. Gauge blocks or gauges machined to standard grooves width, depth, and spacing may be used.

Instruments for measuring center-to-center spacing must have a range of at least 3 inches and a resolution of at least 0.02 inch.

The Engineer will measure grooves in five zones across the pavement width. Measurements will be made at least three times during each day's production. Measurements in all zones will be made for each cutting head on each piece of grooving equipment used for each day's production.

The five zones are as follows:

Zone 1	Centerline to 5 feet left or right of the centerline.
Zone 2	5 feet to 25 feet left of the centerline.
Zone 3	5 feet 25 feet right of the centerline.
Zone 4	25 feet to edge of grooving left of the centerline.
Zone 5	25 feet to edge of grooving right of the centerline.

At a random location within each zone, five consecutive grooves sawed by each cutting head on each piece of grooving equipment will be measured for width, depth, and spacing. The five consecutive measurements must be located about the middle blade of each cutting head ±4 inches. Measurements will be made along a line perpendicular to the grooves.

Width or depth measurements less than 0.170 inch shall be considered less than 3/16 inch.

Width or depth measurements more than 0.330 inch shall be considered more than 5/16 inch.

Width or depth measurements more than 0.235 inch shall be considered more than 1/4 inch.

Production must be adjusted when more than one groove on a cutting head fails to meet the standard depth, width, or spacing in more than one zone.

METHOD OF MEASUREMENT

621-4.1 The quantity of grooving to be paid for shall be the number of square yards of grooving performed in accordance with the specifications and accepted by the Engineer per paragraph 621-3.1.

BASIS OF PAYMENT

621-5.1 PAYMENT FOR SAW-CUT GROOVING. Payment for saw-cut grooving will be made at the contract unit price per square yard for saw-cut grooving. This price shall be full compensation for furnishing all materials, and for all preparation, delivering, and application of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-621-1	Grooving, per square yard

END OF ITEM P-621

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ITEM T-901 SEEDING

DESCRIPTION

901-1.1 This item shall consist of soil preparation, seeding, *fertilizing, and watering* the areas shown on the plans or as directed by the Engineer in accordance with these specifications.

MATERIALS

901-2.1 SEED The species and application rates of grass, legume, and cover-crop seed furnished shall be those stipulated herein. Seed shall conform to the requirements of Federal Specification JJJ-S-181, Federal Specification, Seeds, Agricultural.

Seed shall be furnished separately or in mixtures in standard containers labeled in conformance with the Agricultural Marketing Service (AMS) Seed Act and applicable state seed laws with the seed name, lot number, net weight, percentages of purity and of germination and hard seed, and percentage of maximum weed seed content clearly marked for each kind of seed. The Contractor shall furnish the Engineer duplicate signed copies of a statement by the vendor certifying that each lot of seed has been tested by a recognized laboratory for seed testing within six (6) months of date of delivery. This statement shall include: name and address of laboratory, date of test, lot number for each kind of seed, and the results of tests as to name, percentages of purity and of germination, and percentage of weed content for each kind of seed furnished, and, in case of a mixture, the proportions of each kind of seed. Wet, moldy, or otherwise damaged seed will be rejected.

Seeds shall be applied as follows:

Seed	Minimum Seed Purity (Percent)	Minimum Germination (Percent)	Rate of Application lb/acre (or lb/1,000
Green Sprangletop	*	*	**0.3**
Bermudagrass	*	*	**15.0**
Sideoats Grama (Haskell)	*	*	**4.5**

Seeding shall be performed during the period between **January 15** and **May 15** inclusive, unless otherwise approved by the Engineer.

901-2.2 LIME. ~~Lime shall be ground limestone containing not less than 85% of total carbonates, and shall be ground to such fineness that 90% will pass through a No. 20 mesh sieve and 50% will pass through a No. 100 mesh sieve. Coarser material will be acceptable, providing the rates of application are increased to provide not less than the minimum quantities and depth specified in the special provisions on the basis of the two sieve requirements above. Dolomitic lime or a high magnesium lime shall contain at least 10% of magnesium oxide. Lime shall be applied at the rate of [ ]. All liming materials shall conform to the requirements of ASTM C 602.~~ *No lime shall be required for this project.*

901-2.3 FERTILIZER. Fertilizer shall be standard commercial fertilizers supplied separately or in mixtures containing the percentages of total nitrogen, available phosphoric acid, and water-soluble potash. They shall be applied at the rate and to the depth specified, and shall meet the requirements of applicable state laws. They shall be furnished in standard containers with name, weight, and guaranteed

analysis of contents clearly marked thereon. No cyanamide compounds or hydrated lime shall be permitted in mixed fertilizers.

The fertilizers may be supplied in one of the following forms:

a. A dry, free-flowing fertilizer suitable for application by a common fertilizer spreader;

b. A finely-ground fertilizer soluble in water, suitable for application by power sprayers; or

c. A granular or pellet form suitable for application by blower equipment.

Fertilizers shall be ***30-30-30*** commercial fertilizer and shall be spread at the rate of **150 pounds per acre.**.

901-2.4 SOIL FOR REPAIRS. The soil for fill and topsoiling of areas to be repaired shall be at least of equal quality to that which exists in areas adjacent to the area to be repaired. The soil shall be relatively free from large stones, roots, stumps, or other materials that will interfere with subsequent sowing of seed, compacting, and establishing turf, and shall be approved by the Engineer before being placed.

CONSTRUCTION METHODS

901-3.1 ADVANCE PREPARATION AND CLEANUP. After grading of areas has been completed and before applying fertilizer ~~and ground limestone~~, areas to be seeded shall be raked or otherwise cleared of stones larger than 2 inches in any diameter, sticks, stumps, and other debris that might interfere with sowing of seed, growth of grasses, or subsequent maintenance of grass-covered areas. If any damage by erosion or other causes has occurred after the completion of grading and before beginning the application of fertilizer ~~and ground limestone~~, the Contractor shall repair such damage include filling gullies, smoothing irregularities, and repairing other incidental damage.

An area to be seeded shall be considered a satisfactory seedbed without additional treatment if it has recently been thoroughly loosened and worked to a depth of not less than 5 inches as a result of grading operations and, if immediately prior to seeding, the top 3 inches of soil is loose, friable, reasonably free from large clods, rocks, large roots, or other undesirable matter, and if shaped to the required grade.

When the area to be seeded is sparsely sodded, weedy, barren and unworked, or packed and hard, any grass and weeds shall first be *completely eradicated by means of herbicide or tillage* ~~cut or otherwise satisfactorily disposed of~~, and the soil then scarified or otherwise loosened to a depth not less than 5 inches. Clods shall be broken and the top 3 inches of soil shall be worked into a satisfactory seedbed by discing, or by use of cultipackers, rollers, drags, harrows, or other appropriate means.

901-3.2 DRY APPLICATION METHOD.

a. Liming. ~~Lime shall be applied separately and prior to the application of any fertilizer or seed and only on seedbeds that have previously been prepared as described above. The lime shall then be worked into the top 3 inches of soil after which the seedbed shall again be properly graded and dressed to a smooth finish.~~ No lime shall be required for this project.

b. Fertilizing. Following advance preparations and cleanup fertilizer shall be uniformly spread at the rate that will provide not less than the minimum quantity stated in paragraph 901-2.3.

c. Seeding. Grass seed shall be sown at the rate specified in paragraph 901-2.1 immediately after fertilizing. The fertilizer and seed shall be raked within the depth range stated in the special provisions. Seeds of legumes, either alone or in mixtures, shall be inoculated before mixing or sowing, in accordance with the instructions of the manufacturer of the inoculant. When seeding is required at other than the

seasons shown on the plans or in the special provisions, a cover crop shall be sown by the same methods required for grass and legume seeding.

d. Rolling. After the seed has been properly covered, the seedbed shall be immediately compacted by means of an approved lawn roller, weighing 40 to 65 pounds per foot of width for clay soil (or any soil having a tendency to pack), and weighing 150 to 200 pounds per foot of width for sandy or light soils.

901-3.3 WET APPLICATION METHOD.

a. General. The Contractor may elect to apply seed and fertilizer (and lime, if required) by spraying them on the previously prepared seedbed in the form of an aqueous mixture and by using the methods and equipment described herein. The rates of application shall be as specified in the special provisions.

b. Spraying Equipment. The spraying equipment shall have a container or water tank equipped with a liquid level gauge calibrated to read in increments not larger than 50 gallons over the entire range of the tank capacity, mounted so as to be visible to the nozzle operator. The container or tank shall also be equipped with a mechanical power-driven agitator capable of keeping all the solids in the mixture in complete suspension at all times until used.

The unit shall also be equipped with a pressure pump capable of delivering 100 gallons per minute at a pressure of 100 lb / sq inches. The pump shall be mounted in a line that will recirculate the mixture through the tank whenever it is not being sprayed from the nozzle. All pump passages and pipe lines shall be capable of providing clearance for 5/8 inch solids. The power unit for the pump and agitator shall have controls mounted so as to be accessible to the nozzle operator. There shall be an indicating pressure gauge connected and mounted immediately at the back of the nozzle.

The nozzle pipe shall be mounted on an elevated supporting stand in such a manner that it can be rotated through 360 degrees horizontally and inclined vertically from at least 20 degrees below to at least 60 degrees above the horizontal. There shall be a quick-acting, three-way control valve connecting the recirculating line to the nozzle pipe and mounted so that the nozzle operator can control and regulate the amount of flow of mixture delivered to the nozzle. At least three different types of nozzles shall be supplied so that mixtures may be properly sprayed over distance varying from 20 to 100 feet. One shall be a close-range ribbon nozzle, one a medium-range ribbon nozzle, and one a long-range jet nozzle. For case of removal and cleaning, all nozzles shall be connected to the nozzle pipe by means of quick-release couplings.

In order to reach areas inaccessible to the regular equipment, an extension hose at least 50 feet in length shall be provided to which the nozzles may be connected.

c. Mixtures. Lime, if required, shall be applied separately, in the quantity specified, prior to the fertilizing and seeding operations. Not more than 220 pounds of lime shall be added to and mixed with each 100 gallons of water. Seed and fertilizer shall be mixed together in the relative proportions specified, but not more than a total of 220 pounds of these combined solids shall be added to and mixed with each 100 gallons of water.

All water used shall be obtained from fresh water sources and shall be free from injurious chemicals and other toxic substances harmful to plant life. Brackish water shall not be used at any time. The Contractor shall identify to the Engineer all sources of water at least two (2) weeks prior to use. The Engineer may take samples of the water at the source or from the tank at any time and have a laboratory test the samples for chemical and saline content. The Contractor shall not use any water from any source that is disapproved by the Engineer following such tests.

All mixtures shall be constantly agitated from the time they are mixed until they are finally applied to the seedbed. All such mixtures shall be used within two (2) hours from the time they were mixed or they shall be wasted and disposed of at approved locations.

d. Spraying. Lime, if required, shall be sprayed only upon previously prepared seedbeds. After the applied lime mixture has dried, the lime shall be worked into the top 3 inches, after which the seedbed shall again be properly graded and dressed to a smooth finish.

Mixtures of seed and fertilizer shall only be sprayed upon previously prepared seedbeds on which the lime, if required, shall already have been worked in. The mixtures shall be applied by means of a high-pressure spray that shall always be directed upward into the air so that the mixtures will fall to the ground like rain in a uniform spray. Nozzles or sprays shall never be directed toward the ground in such a manner as might produce erosion or runoff.

Particular care shall be exercised to ensure that the application is made uniformly and at the prescribed rate and to guard against misses and overlapped areas. Proper predetermined quantities of the mixture in accordance with specifications shall be used to cover specified sections of known area.

Checks on the rate and uniformity of application may be made by observing the degree of wetting of the ground or by distributing test sheets of paper or pans over the area at intervals and observing the quantity of material deposited thereon.

On surfaces that are to be mulched as indicated by the plans or designated by the Engineer, seed and fertilizer applied by the spray method need not be raked into the soil or rolled. However, on surfaces on which mulch is not to be used, the raking and rolling operations will be required after the soil has dried.

901-3.4 MAINTENANCE OF SEEDED AREAS. The Contractor shall protect seeded areas against traffic or other use by warning signs or barricades, as approved by the Engineer. Surfaces gullied or otherwise damaged following seeding shall be repaired by regrading and reseeding as directed. The Contractor shall mow, water as directed, and otherwise maintain seeded areas in a satisfactory condition until final inspection and acceptance of the work.

When either the dry or wet application method outlined above is used for work done out of season, it will be required that the Contractor establish a good stand of grass of uniform color and density to the satisfaction of the Engineer. A grass stand shall be considered adequate when bare spots are one square foot or less, randomly dispersed, and do not exceed 3% of the area seeded.

Watering of the seeded areas shall be coordinated with the Owner and Airport Operations. Contractor will not be permitted to enter the airport secure areas to water without advanced approval.

METHOD OF MEASUREMENT

901-4.1 The quantity of seeding to be paid for shall be the number of units **acres** measured on the ground surface, completed and accepted. *Seeding shall be measured to the nearest tenth (0.1) of an acre. Fertilizer and watering will not be measured for separate payment but will be considered subsidiary to seeding.*

BASIS OF PAYMENT

901-5.1 Payment shall be made at the contract unit price per **acre** or fraction thereof, which price and payment shall be full compensation for furnishing and placing all material and for all labor, equipment, tools, and incidentals necessary to complete the work prescribed in this item.

Payment will be made under:

Item T-901-5.1	Seeding—per **acres**

MATERIAL REQUIREMENTS

ASTM C 602	Agricultural Liming Materials
ASTM D 977	Emulsified Asphalt
FED SPEC JJJ-S-181	Seeds, Agriculture

END OF ITEM T-901

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ITEM T-904 SODDING

DESCRIPTION

904-1.1 This item shall consist of furnishing, hauling, and placing approved live sod on prepared areas in accordance with this specification at the locations shown on the plans or as directed by the Engineer.

MATERIALS

904-2.1 SOD. Sod furnished by the Contractor shall have a good cover of living or growing grass. This shall be interpreted to include grass that is seasonally dormant during the cold or dry seasons and capable of renewing growth after the dormant period. All sod shall be obtained from areas where the soil is reasonably fertile and contains a high percentage of loamy topsoil. Sod shall be cut or stripped from living, thickly matted turf relatively free of weeds or other undesirable foreign plants, large stones, roots, or other materials that might be detrimental to the development of the sod or to future maintenance. ~~At least 70% of the plants in the cut sod shall be composed of the species stated in the Texas Department of Transportation *Standard Specifications, — Sodding* special provisions, and~~ *Sod may be of either Bermuda grass or buffalo grass.* Any vegetation more than 6 inches in height shall be mowed to a height of 3 inches or less before sod is lifted. Sod, including the soil containing the roots and the plant growth showing above, shall be cut uniformly to a thickness not less than that stated in the ~~special provisions.~~ *Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, Item 162. Sod must be free from noxious weeds, Johnson grass, seed producing grasses, or any other matter deleterious to the growth and subsistence of the sod.*

~~**904-2.2 LIME.** Lime shall be ground limestone containing not less than 85% of total carbonates, and shall be ground to such fineness that 90% will pass through a No. 20 mesh sieve and 50% will pass through a No. 100 mesh sieve. Coarser material will be acceptable, providing the rates of application are increased to provide not less than the minimum quantities and depth specified in the special provisions on the basis of the two sieve requirements above. Dolomitic lime or a high magnesium lime shall contain at least 10% of magnesium oxide. Lime shall be applied at the rate of [ ]. All liming materials shall conform to the requirements of ASTM C602.~~

904-2.3 FERTILIZER. Fertilizer shall be standard commercial fertilizers supplied separately or in mixtures containing the percentages of total nitrogen, available phosphoric acid, and water-soluble potash. They shall be applied at the rate and to the depth specified, and shall meet the requirements of applicable state laws. They shall be furnished in standard containers with name, weight, and guaranteed analysis of contents clearly marked thereon. No cyanamide compounds or hydrated lime shall be permitted in mixed fertilizers.

The fertilizers may be supplied in one of the following forms:

a. A dry, free-flowing fertilizer suitable for application by a common fertilizer spreader;

b. A finely-ground fertilizer soluble in water, suitable for application by power sprayers; or

c. A granular or pellet form suitable for application by blower equipment.

Fertilizers shall be standard commercial fertilizer and shall be spread at the rate ~~of~~ *dictated by the representative soils test conducted by the contractor.*

904-2.4 WATER. The water shall be sufficiently free from oil, acid, alkali, salt, or other harmful materials that would inhibit the growth of grass. It shall be subject to the approval of the Engineer prior to use.

904-2.5 SOIL FOR REPAIRS. The soil for fill and topsoiling of areas to be repaired shall be at least of equal quality to that which exists in areas adjacent to the area to be repaired. The soil shall be relatively

free from large stones, roots, stumps, or other materials that will interfere with subsequent sowing of seed, compacting, and establishing turf, and shall be approved by the Engineer before being placed.

CONSTRUCTION METHODS

904-3.1 GENERAL. Areas to be solid, strip, or spot sodded shall be shown on the plans. Areas requiring special ground surface preparation such as tilling and those areas in a satisfactory condition that are to remain undisturbed shall also be shown on the plans.

Suitable equipment necessary for proper preparation of the ground surface and for the handling and placing of all required materials shall be on hand, in good condition, and shall be approved by the Engineer before the various operations are started. The Contractor shall demonstrate to the Engineer before starting the various operations that the application of required materials will be made at the specified rates.

904-3.2 PREPARING THE GROUND SURFACE. After grading of areas has been completed and before applying fertilizer and limestone, areas to be sodded shall be raked or otherwise cleared of stones larger than 2 inches in any diameter, sticks, stumps, and other debris which might interfere with sodding, growth of grasses, or subsequent maintenance of grass-covered areas. If any damage by erosion or other causes occurs after grading of areas and before beginning the application of fertilizer and ground limestone, the Contractor shall repair such damage. This may include filling gullies, smoothing irregularities, and repairing other incidental damage.

904-3.3 APPLYING FERTILIZER AND GROUND LIMESTONE. Following ground surface preparation, fertilizer shall be uniformly spread at a rate which will provide not less than the minimum quantity of each fertilizer ingredient, as stated in the special provisions. If use of ground limestone is required, it shall then be spread at a rate that will provide not less than the minimum quantity stated in the special provisions. These materials shall be incorporated into the soil to a depth of not less than 2 inches by discing, raking, or other suitable methods. Any stones larger than 2 inches in any diameter, large clods, roots, and other litter brought to the surface by this operation shall be removed.

904-3.4 OBTAINING AND DELIVERING SOD. After inspection and approval of the source of sod by the Engineer, the sod shall be cut with approved sod cutters to such a thickness that after it has been transported and placed on the prepared bed, but before it has been compacted, it shall have a uniform thickness of not less than 2 inches. Sod sections or strips shall be cut in uniform widths, not less than 10 inches, and in lengths of not less than 18 inches, but of such length as may be readily lifted without breaking, tearing, or loss of soil. Where strips are required, the sod must be rolled without damage with the grass folded inside. The Contractor may be required to mow high grass before cutting sod.

The sod shall be transplanted within 24 hours from the time it is stripped, unless circumstances beyond the Contractor's control make storing necessary. In such cases, sod shall be stacked, kept moist, and protected from exposure to the air and sun and shall be kept from freezing. Sod shall be cut and moved only when the soil moisture conditions are such that favorable results can be expected. Where the soil is too dry, permission to cut sod may be granted only after it has been watered sufficiently to moisten the soil to the depth the sod is to be cut.

904-3.5 LAYING SOD. Sodding shall be performed only during the seasons when satisfactory results can be expected. Frozen sod shall not be used and sod shall not be placed upon frozen soil. Sod may be transplanted during periods of drought with the approval of the Engineer, provided the sod bed is watered to moisten the soil to a depth of at least 4 inches immediately prior to laying the sod.

The sod shall be moist and shall be placed on a moist earth bed. Pitch forks shall not be used to handle sod, and dumping from vehicles shall not be permitted. The sod shall be carefully placed by hand, edge to edge and with staggered joints, in rows at right angles to the slopes, commencing at the base of the area to be sodded and working upward. The sod shall immediately be pressed firmly into contact with the

sod bed by tamping or rolling with approved equipment to provide a true and even surface, and ensure knitting without displacement of the sod or deformation of the surfaces of sodded areas. Where the sod may be displaced during sodding operations, the workmen, when replacing it, shall work from ladders or treaded planks to prevent further displacement. Screened soil of good quality shall be used to fill all cracks between sods. The quantity of the fill soil shall not cause smothering of the grass. Where the grades are such that the flow of water will be from paved surfaces across sodded areas, the surface of the soil in the sod after compaction shall be set approximately one inch below the pavement edge.
Where the flow will be over the sodded areas and onto the paved surfaces around manholes and inlets, the surface of the soil in the sod after compaction shall be placed flush with pavement edges.

On slopes steeper than one (1) vertical to 2-1/2 horizontal and in v-shaped or flat-bottom ditches or gutters, the sod shall be pegged with wooden pegs not less than 12 inches in length and have a cross-sectional area of not less than 3/4 sq inch. The pegs shall be driven flush with the surface of the sod.

904-3.6 WATERING. Adequate water and watering equipment must be on hand before sodding begins, and sod shall be kept moist until it has become established and its continued growth assured. In all cases, watering shall be done in a manner that will avoid erosion from the application of excessive quantities and will avoid damage to the finished surface.

904-3.7 ESTABLISHING TURF.

a. General. The Contractor shall provide general care for the sodded areas as soon as the sod has been laid and shall continue until final inspection and acceptance of the work.

b. Protection. All sodded areas shall be protected against traffic or other use by warning signs or barricades approved by the Engineer.

c. Mowing. The Contractor shall mow the sodded areas with approved mowing equipment, depending upon climatic and growth conditions and the needs for mowing specific areas. In the event that weeds or other undesirable vegetation are permitted to grow to such an extent that, either cut or uncut, they threaten to smother the sodded species, they shall be mowed and the clippings raked and removed from the area.

904-3.8 REPAIRING. When the surface has become gullied or otherwise damaged during the period covered by this contract, the affected areas shall be repaired to re-establish the grade and the condition of the soil, as directed by the Engineer, and shall then be sodded as specified in paragraph 904-3.5.

METHOD OF MEASUREMENT

904-4.1 This item shall be measured on the basis of the area in square yards of the surface covered with sod and accepted.

BASIS OF PAYMENT

904-5.1 This item will be paid for on the basis of the contract unit price per square yard for sodding, which price shall be full compensation for all labor, equipment, material, staking, and incidentals necessary to satisfactorily complete the items as specified.

Payment will be made under:

Item T-904-5.1	Sodding—per square yard

MATERIAL REQUIREMENTS

ASTM C 602 Standard Specification for Agricultural Liming Materials

END OF ITEM T-904

ITEM T-905 TOPSOILING

DESCRIPTION

905-1.1 This item shall consist of preparing the ground surface for topsoil application, removing topsoil from designated stockpiles or areas to be stripped on the site or from approved sources off the site, and placing and spreading the topsoil on prepared areas in accordance with this specification at the locations shown on the plans or as directed by the Engineer.

MATERIALS

905-2.1 TOPSOIL. *Topsoil source to be existing topsoil within the limits of the grading as shown on the Plans, and temporarily stockpiling topsoil on the airport property at a location acceptable to the airport and the Engineer.* Topsoil shall be the surface layer of soil with no admixture of refuse or any material toxic to plant growth, and it shall be reasonably free from subsoil and stumps, roots, brush, stones (2 inches or more in diameter), and clay lumps or similar objects. Brush and other vegetation that will not be incorporated with the soil during handling operations shall be cut and removed. Ordinary sod and herbaceous growth such as grass and weeds are not to be removed, but shall be thoroughly broken up and intermixed with the soil during handling operations. Heavy sod or other cover, which cannot be incorporated into the topsoil by discing or other means, shall be removed. ~~The topsoil or soil mixture, unless otherwise specified or approved, shall have a pH range of approximately 5.5 pH to 7.6 pH, when tested in accordance with the methods of testing of the Association of Official Agricultural Chemists in effect on the date of invitation of bids. The organic content shall be not less than 3% nor more than 20% as determined by the wet combustion method (chromic acid reduction). There shall be not less than 20% nor more than 80% of the material passing the 200 mesh sieve as determined by the wash test in accordance with ASTM C 117.~~

Natural topsoil may be amended by the Contractor with approved materials and methods to meet the above specifications.

905-2.2 INSPECTION AND TESTS. Within 10 days following acceptance of the bid, the Engineer shall be notified of the source of topsoil to be furnished by the Contractor. The topsoil shall be inspected to determine if the selected soil meets the requirements specified and to determine the depth to which stripping will be permitted. At this time, the Contractor may be required to take representative soil samples from several locations within the area under consideration and to the proposed stripping depths, for testing purposes as specified in paragraph 905-2.1.

CONSTRUCTION METHODS

905-3.1 GENERAL. Areas to be topsoiled shall be shown on the plans. If topsoil is available on the site, the location of the stockpiles or areas to be stripped of topsoil and the stripping depths shall be shown on the plans.

Suitable equipment necessary for proper preparation and treatment of the ground surface, stripping of topsoil, and for the handling and placing of all required materials shall be on hand, in good condition, and approved by the Engineer before the various operations are started.

905-3.2 PREPARING THE GROUND SURFACE. Immediately prior to dumping and spreading the topsoil on any area, the surface shall be loosened by discs or spike-tooth harrows, or by other means approved by the Engineer, to a minimum depth of 2 inches to facilitate bonding of the topsoil to the covered subgrade soil. The surface of the area to be topsoiled shall be cleared of all stones larger than 2 inches in any diameter and all litter or other material which may be detrimental to proper bonding, the rise of capillary moisture, or the proper growth of the desired planting. Limited areas, as shown on the plans, which are too compact to respond to these operations shall receive special scarification.

Grades on the area to be topsoiled, which have been established by others as shown on the plans, shall be maintained in a true and even condition. Where grades have not been established, the areas shall be smooth-graded and the surface left at the prescribed grades in an even and compacted condition to prevent the formation of low places or pockets where water will stand.

905-3.3 OBTAINING TOPSOIL. Prior to the stripping of topsoil from designated areas, any vegetation, briars, stumps and large roots, rubbish or stones found on such areas, which may interfere with subsequent operations, shall be removed using methods approved by the Engineer. Heavy sod or other cover, which cannot be incorporated into the topsoil by discing or other means shall be removed.

When suitable topsoil is available on the site, the Contractor shall remove this material from the designated areas and to the depth as directed by the Engineer. The topsoil shall be spread on areas already tilled and smooth-graded, or stockpiled in areas approved by the Engineer. Any topsoil stockpiled by the Contractor shall be rehandled and placed without additional compensation. Any topsoil that has been stockpiled on the site by others, and is required for topsoiling purposes, shall be removed and placed by the Contractor. The sites of all stockpiles and areas adjacent thereto which have been disturbed by the Contractor shall be graded if required and put into a condition acceptable for seeding.

When suitable topsoil is secured off the airport site, the Contractor shall locate and obtain the supply, subject to the approval of the Engineer. The Contractor shall notify the Engineer sufficiently in advance of operations in order that necessary measurements and tests can be made. The Contractor shall remove the topsoil from approved areas and to the depth as directed. The topsoil shall be hauled to the site of the work and placed for spreading, or spread as required. Any topsoil hauled to the site of the work and stockpiled shall be rehandled and placed without additional compensation.

905-3.4 PLACING TOPSOIL. The topsoil shall be evenly spread on the prepared areas to a uniform depth of inches after compaction, unless otherwise shown on the plans or stated in the special provisions. Spreading shall not be done when the ground or topsoil is frozen, excessively wet, or otherwise in a condition detrimental to the work. Spreading shall be carried on so that turfing operations can proceed with a minimum of soil preparation or tilling.

After spreading, any large, stiff clods and hard lumps shall be broken with a pulverizer or by other effective means, and all stones or rocks (2 inches or more in diameter), roots, litter, or any foreign matter shall be raked up and disposed of by the Contractor. after spreading is completed, the topsoil shall be satisfactorily compacted by rolling with a cultipacker or by other means approved by the Engineer. The compacted topsoil surface shall conform to the required lines, grades, and cross-sections. Any topsoil or other dirt falling upon pavements as a result of hauling or handling of topsoil shall be promptly removed.

METHOD OF MEASUREMENT

905-4.1 Topsoil obtained on the site shall be measured by the ***area in square yards at the specified thickness of topsoil hauled and placed from the topsoil stockpiled under Item P-152-2.10 as accepted by the Engineer. Topsoiling measured for payment shall only be the planned limits of construction.*** ~~number of cubic yards of topsoil measured in its original position and stripped or excavated. Topsoil stockpiled by others and removed for topsoiling by the Contractor shall be measured by the number of cubic yards of topsoil measured in the stockpile. Topsoil shall be measured by volume in cubic yards computed by the method of end areas.~~

~~**905-4.2** Topsoil obtained off the site shall be measured by the number of cubic yards of topsoil measured in its original position and stripped or excavated. Topsoil shall be measured by volume in cubic yards computed by the method of end areas.~~

BASIS OF PAYMENT

905-5.1 Payment will be made at the contract unit price per ~~cubic yard~~ *square yard for topsoiling at the thickness indicated on the Plans.* This price shall be full compensation for furnishing all materials and for all *stripping and stockpiling topsoil at the airport, hauling*, preparation, placing, and spreading of the materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

~~**905-5.2** Payment will be made at the contract unit price per cubic yard for topsoiling (obtained off the site). This price shall be full compensation for furnishing all materials and for all preparation, placing, and spreading of the materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.~~

Payment will be made under:

Item T-905-5.1	Topsoiling (Obtained on Site or Removed from Stockpile~~) per cubic yard~~ *2 inch Thickness) – per square yard*
~~Item T-905-5.2~~	~~Topsoiling (Furnished from Off the Site) per cubic yard~~

TESTING MATERIALS

ASTM C 117 Materials Finer than 75-μm (No. 200) Sieve in Mineral Aggregates by Washing

END OF ITEM T-905

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JACK BROOKS REGIONAL AIRPORT
WORK ORDER NO. 15

In accordance with the Master Services Agreement dated May 14, 2012 between **Jack Brooks Regional Airport** of **Jefferson County, Texas** hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as "Garver", the Owner agrees to engage Garver to perform professional services as follows:

1. **Project Title:** Reconstruction of Runway 12-30 Construction Phase and Closeout Services.

2. **Project Location:** Jack Brooks Regional Airport

3. **Project Description:** The Owner requires replacement of pavement and other improvements on Runway 30.

4. **Consultant Scope of Services:** The Owner requests that Garver provides professional services to administer construction phase services, Resident Project Representative (RPR), and closeout services, for this project. The scope of work will include the following:
   - See scope of services outlined in Appendix A.

5. **Additional Services:** For work not included in 4. above, but requested by the Owner in writing, the Owner will pay Garver for time spent on the project at the rates included in the most recent On-Call Agreement for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel.

6. **Additional Responsibilities of the Owner:**
   - None.

7. **Schedule:** The schedule for these professional services is to follow the schedule of the construction project. These services are based on a construction schedule of 150 calendar days.

8. **Payment:** The fee to be paid under this Work Order is not to exceed $98,600.00. The Owner will be invoiced monthly for the work completed.

The table below presents a summary of the fee amounts and fee types for this contract.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Construction Phase and Closeout Services	$42,500.00	LUMP SUM
Resident Project Representative	56,100.00	HOURLY
TOTAL	$98,600.00	

9. Project Deliverables:

- Record drawings based on the Contractor's As-built drawing sets will be prepared and submitted during closeout.

10. Attachments:

- Appendix A – Scope of Work and Fee Proposal

Approval and execution of this Work Order No. 15, including any attachments listed above, shall incorporate this document as part of the Master Services Agreement. Garver is authorized to begin performance of this assignment or project upon receipt of a copy of this Work Order executed by the Owner. This Work Order may be executed in two (2) or more counterparts, each of which shall be deemed as an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Garver have executed this Work Order No. 15 effective as of the date last written below.

JEFFERSON COUNTY, TEXAS

By: _____
Signature

Name: Jeff R. Branick
Print Name

Title: County Judge

Date: December 14, 2015

Attest: _____

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

GARVER, LLC

By: _____
Signature

Name: Frank McILWAIN
Print Name

Title: Vice President

Date: 9/1/15

Attest: _____

APPENDIX A

JEFFERSON COUNTY - JACK BROOKS REGIONAL AIRPORT
RUNWAY 12-30 RECONSTRUCTION

CONSTRUCTION PHASE, RPR and CLOSEOUT SERVICES — 22 Weeks

WORK TASK DESCRIPTION	E-6	E-3	E-2	E-1	T-1	X-1
	hr	hr	hr	hr	hr	hr
1. Civil Engineering						
Preconstruction Meeting	6		6			
Develop and Maintain Construction Mgmt Plan			4			
Progress Meetings with Contractor/Airport (5)	25		30			
Monthly Pay Requests	2		10			
Shop Drawings/Material Submittals			8	40		
RFI's / Construction Clarifications	2		4	10		
On-Site Meetings			16			
Resident Construction Observation/Coordination	4		20			
Prepare Change Orders			2			
Final Project Inspection and Punchlist	8		4			
Final Test & QC Report			1	2		2
Record Drawings			1		16	
Subtotal - Civil Engineering	**47**	**0**	**106**	**52**	**16**	**2**
2. Electrical Engineering						
Shop Drawings/Material Submittals		4		20		
RFI's / Construction Clarifications		12				
Record Drawings		2		8		
Final Project Inspection and Punchlist		6		2		
Subtotal - Electrical Engineering	**0**	**24**	**0**	**30**	**0**	**0**
Hours	**47**	**24**	**106**	**82**	**16**	**2**
Salary Costs	$12,972.00	$3,648.00	$13,780.00	$8,938.00	$1,344.00	$126.00

SUBTOTAL - SALARIES:		**$40,808.00**
Miscellaneous costs	$252.00	
Travel Costs (8 Trips)	$1,440.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$1,692.00**
TOTAL:		**$42,500.00**
Resident Project Representation (680hr @ $82.50/hr)		**$56,100.00**
TOTAL FEE:		**$98,600.00**

Tolunay-Wong Engineers, Inc.

2455 W. Cardinal Drive Suite A
Beaumont, TX 77705
Phone: (409)840-4214
Fax: (409) 840-4259

August 28, 2015

Mr. Alex Rupp
Manager
Jack Brooks Regional Airport
Jefferson County, TX
Arupp@co.Jefferson.tx.us

Mr. **Thomas Sikora**
Project Manager - Garver USA
Email: tcsikora@garverusa.com

Construction Materials Testing Services For:
Jack Brooks Regional Airport – Runway 12-30 Reconstruction
Jefferson County Texas
TWE Proposal No. P15-B212

Sir:

Tolunay-Wong Engineers (TWE) appreciates the opportunity to submit our detailed proposal to provide construction materials testing and inspection services for the above referenced project.

Upon your favorable review, we would appreciate the opportunity to meet with you to discuss the details of our proposal, as well as answer any questions you may have regarding its content. As always, our proposed scope of services and estimated quantities are negotiable as they are based upon information available to us at this time.

We appreciate your consideration for this project. If we may be of immediate assistance, please do not hesitate to contact this office.

Respectfully submitted,

Tolunay-Wong Engineers, Inc.

Liana Collier
CMT Department Manager
lcollier@tweinc.com

A. INTRODUCTION

Tolunay-Wong Engineers (TWE) understands the importance of this project to Jefferson County and the special needs associated with construction of a project of this type. Of particular importance is for the overall project team to be comprised of experienced professionals working together toward a common objective. This objective is to obtain a quality project, meeting the intent of the project specifications, as well as completion on schedule and within budget.

From our Beaumont facility located at 2455 W. Cardinal Drive, we will provide experienced engineering technicians to perform the on-site testing and inspection services. Additionally, we meet the requirements of ASTM E-329 "Standard Practice for Inspection and Testing Agencies for Concrete, Steel and Bituminous Materials Used in Construction" and other National Quality Associations regarding qualifications of the testing laboratory.

B. WORK PLAN

TWE's approach to providing materials testing services is to assign qualified engineering technicians, directed by Senior Professional Engineers, experienced in their respective disciplines. Our assigned Project Manager will provide communication, service direction, and overall project coordination. It is presumed that the fabricators, vendors, asphaltic concrete & PC concrete suppliers will provide their own formalized offsite quality control program separate and apart from our on-site acceptance testing program stated herein.

We anticipate providing the majority of the required testing services for this particular project on a **"part-time"** basis. The anticipated services required on this project are as follows:

A. In-Place Compaction of existing soil, backfill, lime-stabilized soil and crushed aggregate base material (Nuclear Method)
B. Cast In-Place Concrete Inspection/Testing

All reports of materials tests and inspection services provided will be issued to appropriate members of the project team you designate. In the event individual reports indicate potential problems or items of non-conformance to the project specifications, you will be contacted as soon as possible.

C. SCOPE OF SERVICES

The specific materials engineering services and laboratory tests anticipated for this project are as required by "Construction Management Program" (CMP) prepared for…. AIP Project # 3-48-0018-031-2015; prepared by Garver and dated August 2015: These services include:

1. In-Place Compaction of existing soil, backfill, lime-stabilized soil and crushed aggregate base material.

   - The technician will obtain samples of existing on-site soil, backfill, lime-treated soil, and crushed aggregate base, then deliver them to our laboratory facility for testing.

   - The technician will perform in-place compaction testing (nuclear method) at the frequency required by the CMP or by Owner's representative to determine the moisture content and density of compaction. Verification of nuclear densities will provided by sand cone density.

   - Thickness of compacted materials will be verified by coring or other methods approved by Owner's Representative.

1. Cast In-Place Concrete Inspection/Testing

- The technician will sample the concrete in order to perform standard field tests and prepare test cylinders and/or beams in accordance with project specifications. The frequency of sampling will also be as directed by the project specifications. Standard field tests include slump, air content and temperature for normal weight concrete and will also include unit weight on all samples of lightweight concrete.

- TWE will cure the test specimens and perform compressive/flexural strength tests at the age designated by project specifications.

- The technician will visually estimate the slump of each load of concrete delivered and perform actual slump tests and other standard field tests when test specimens are prepared, or as necessary to control concrete consistency.

- The on-site technician will monitor the concrete temperature, ambient temperature, mixing time, and placement procedures. The technician will also sample concrete at the frequency specified in the project specifications.

- The technician will record detailed information regarding the location of the placement, date of the placement, concrete mixture strength requirement and all other pertinent information.

D. COST ESTIMATE & GENERAL NOTES

In this section of the proposal you will find our cost estimates and Fee Schedule. Additional services or tests requested and not specifically addressed in Section III of this proposal will be invoiced per the standard fees set forth in our 2014 Fee Schedule.

Based on information provided to us by the CMP, we have established what we believe is a realistic cost estimate for this project. Please remember that the cost stated is only an **estimate**. Due to factors beyond our control such as weather, unforeseen conditions, subcontractor expertise, subcontractor scheduling, etc., the cost of our services may vary from the estimated amount.

Our cost estimates for the construction materials testing described in our proposed Scope of Services is shown in attached APPENDIX A . These costs are based on the assumptions in the following section and the CMP, although all services will be invoiced on a time and materials basis.

A minimum 4-hour labor equivalent charge is applicable for all field testing and inspection services. Overtime rates for field personnel are applicable for all hours worked in excess of 8 hours per day, weekends, and holidays and are assessed at 1.5 times the standard rates. All field hours will be charged portal to portal from our Beaumont laboratory. Engineering consultation and evaluation in connection with any laboratory testing service will be charged at a rate of approximately one hour for each 10 hours of field work performed.

Our prices include copies of the report distributed via e-mail in accordance with your instructions. Direct expenses incurred in connection with the project will be invoiced at cost plus 15% for handling. Our terms are net 30 days upon receipt of invoice. Invoices will be submitted on a monthly basis.

TWE PROPOSAL P15-B212 Rev 1

APPENDIX A

COST ESTIMATES

ITEM	SPECIFICATION	QTY	UNIT RATE	COST
Item P-152 Excavation and Embankment				
Soil Classification	ASTMD2487	1	$ 10.00	$ 10.00
LL, PL,PI	ASTM D4318	1	$ 65.00	$ 65.00
Standard Proctor	ASTM D 698	1	$ 150.00	$ 150.00
Modified Proctor	ASTM D 1557	1	$ 175.00	$ 175.00
Technician field testing , Hr		24	$ 35.00	$ 840.00
Transportation, Trip		9	$ 60.00	$ 540.00
Sample Pick-Up, Ea		3	$ 150.00	$ 450.00
Nuclear Gage, day		6	$ 50.00	$ 300.00
Admin, hr		2.5	$ 50.00	$ 125.00
Mgmt. hr		2.5	$ 100.00	$ 250.00
	Est Cost Item P-152			$ **2,905.00**

ITEM	SPECIFICATION	QTY	UNIT RATE	COST
Item P-301 Soil-Cement Base Course				
Core Thickness		58	$ 10.00	$ 580.00
Lab Compaction Characteristics	ASTM D 558	2	$ 100.00	$ 200.00
Sieve Analysis	ASTM C 136	1	$ 60.00	$ 60.00
Sample Preparation (Item 275)	Tex 120 E	12	$ 45.00	$ 540.00
Molding of Strength Pills	Tex 120 E	12	$ 100.00	$ 1200.00
Unconfined Compressive Strength (Cement Stab. Base)	Item 275	12	$ 45.00	$ 540.00
Aggregate Sample Pick up		3	$ 150.00	$ 450.00
Technician field testing , Hr		16	$ 35.00	$ 560.00
Transportation, Trip		4	$ 60.00	$ 240.00
Nuclear Gage, day		4	$ 50.00	$ 200.00
Admin, hr		4	$ 50.00	$ 200.00
Geo Tech Project Mgmt.		2	$ 145.00	$ 290.00
Mgmt. hr		4	$ 100.00	$ 400.00
	Est Cost Item P-301			$ **5460.00**

ITEM	SPECIFICATION	QTY	UNIT RATE	COST
Item P-501 Portland Cement Concrete				
Deleterious Reactivity w/Alkalis	ASMT C 1260	1	$ 675.00	$ 675.00
Aggregate Gradation	ASTM C 33	1	$ 60.00	$ 60.00
Flat & Elongated Particles	ASTM D 4791	1	$ 100.00	$ 100.00
LA Abrasion	ASTM C 131	1	$ 500.00	$ 500.00
D-Cracking	ASTM C 666	1	$ 500.00	$ 500.00
Cement	ASTM C 150	1	$ 60.00	$ 300.00
Cementitious Materials	ASTM C 618	1	$ 100.00	$ 100.00
Flexural Strength	ASTM C 78	24	$ 40.00	$ 960.00
Pavement Thickness	ASTM C 174	16	$ 10.00	$ 160.00
Sieve Analysis	ASTM C 136	8	$ 60.00	$ 480.00
Technician field testing , Hr		16	$ 35.00	$ 560.00
Admin, hr		2	$ 50.00	$ 100.00
Mgmt. hr		2	$ 100.00	$ 200.00
	Est Cost Item P-501			$ **4,695.00**

ITEM	SPECIFICATION	QTY	UNIT RATE	COST
Item P-610 Structural Portland Cement Concrete				
Technician field testing , Hr		20	$ 35.00	$ 700.00
Compressive Strength Cylinders		22	$ 18.00	$ 396.00
Next day sample pick up		3	$ 150.00	$ 450.00
Admin, hr		2	$ 50.00	$ 100.00
Mgmt. hr		2	$ 100.00	$ 200.00
	Est. Cost Item P-610			$ **1,846.00**

TOTAL ESTIMATED COST - $14,906.00

ASSUMPTIONS

These Cost Estimates are based on the above unit rates, the CMP and the following assumptions:

1. We assume 58 cores will be required to verify paving system thicknesses.
2. We assume that 24 beams will be sampled and tested for flexural Strength per ASTM C 58.
3. We assume that monitoring the proof rolling of existing soil will be by Owner's Field Representative.
4. For Cost Estimating purposes we have assumed that all of the quantities and tests described in the CMP will be performed. We also believe that the Engineer will likely approved a reduction or deletion of some of the identified laboratory tests for aggregate, backfill, PC concrete.

Note: TWE can provide any of the assumed Supplier tests for an additional cost if requested.

ATTEST:

Carolyn L. Guidry, County Clerk

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY, TEXAS

Jeff R. Branick, County Judge

TIME WARNER CABLE
Business Class

Account Executive: Pete Ochoa
Phone: (210) 510-3814 ext:
Cell Phone:
Fax: 210-579-2796
Email: pete.ochoa@twcable.com

Order # 6754284

Business Name	Jefferson County Public Health Unit	**Customer Type:**
Federal Tax ID	**Tax Exempt Status**	**Tax Exempt Certificate #**
	State	
Billing Address		
Attention To:		**Account Number**
800 8th St Port Arthur TX 77640		8260170170522576
Billing Contact	**Billing Contact Phone**	**Billing Contact Email Address**
Deb Clark	(409) 835-8599	syphrett@co.jefferson.tx.us
Authorized Contact	**Authorized Contact Phone**	**Authorized Contact Email Address**
Deb Clark	(409) 835-8599	syphrett@co.jefferson.tx.us
Technical Contact	**Technical Contact Phone**	**Technical Contact Email Address**

New and Revised Services and Monthly Charges At 800 4th St , Port Arthur TX 77640

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Business Class Digital Adapter	4	$2.30	$9.20	36 Months
Standard TV	1	$77.99	$77.99	36 Months
Standard TV Add'l Oulet	3	$5.25	$15.75	36 Months
***Total**			**$102.94**	

*Prices do not include taxes and fees.

One Time fees At 800 4th St , Port Arthur TX 77640

Description	Quantity	Sales Price	Total
BC Vid Instl	1	$150.00	$150.00
Total			**$150.00**

*Prices do not include taxes and fees.

TIME WARNER CABLE
Business Class

Special Terms

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Time Warner Cable Enterprises LLC

Printed Name and Title

12/8/15

Date Signed

Authorized Signature for Customer

Jeff R. Branick, Jefferson County Judge

Printed Name and Title

December 14, 2015

Date Signed

ATTEST Carolyn L. Hundley
DATE 12/14/15

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

Service Agreement

TIME WARNER CABLE Business Class

This Time Warner Cable Business Class Service Agreement (**"Service Agreement"**) in addition to the Time Warner Cable Business Class Terms and Conditions (**"Terms and Conditions"**) and any Time Warner Cable Business Class Service Orders (each, a **"Service Order"**), constitute the **Master Agreement** by and between customer identified below (**"Customer"**) and Time Warner Cable (**"TWC"** or **"Operator"**) and is effective as of the date last signed below.

Time Warner Cable Information

Time Warner Cable Enterprises LLC

Street:
City:
State:
Zip Code:

Contact: Pete Ochoa
Telephone: (210) 510-3814
Facsimile: 210-579-2796

Customer Information

Customer Name (Exact Legal Name): Jefferson County Public Health Unit			Federal ID No:	
Billing Address: 800 8th St	Suite:	City: Port Arthur	State: TX	Zip Code: 77640
Billing Contact Name: Deb Clark	Phone: (409) 835-8599		E-mail: syphrett@co.jefferson.tx.us	
Authorized Contact Name: Deb Clark	Phone: (409) 835-8599		E-mail: syphrett@co.jefferson.tx.us	

Agreement

THIS SERVICE AGREEMENT HEREBY INCORPORATES BY REFERENCE THE TERMS AND CONDITIONS (AVAILABLE AT WWW.TWCBC.COM/LEGAL), A COPY OF WHICH WILL BE PROVIDED TO CUSTOMER UPON REQUEST. BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS, INCLUDING SECTION 21 THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE DISPUTES RELATING TO THE TIME WARNER CABLE BUSINESS CLASS SERVICES AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Electronic Signature Disclosure

Authorized Signature for Time Warner Cable Enterprises LLC	**Authorized Signature for Customer**
By:	By:
Name (printed): Pete Ochoa	Name (printed):
Title: Acct Mgr	Title:
Date: 12/8/15	Date:

TIME WARNER CABLE Business Class®

Commercial Property Ownership Verification Form

To assist in the timely delivery of your contracted services Time Warner Business Class will need to document if you are the owner of the building in which your business resides by completing Section 1 below. If you **do not** own the property we require the Property Owner/Manager contact information to be provided by completing Section 2 below. We would also ask that you notify the Property Owner/Manager that you have signed up for Time Warner Cable services. We will be contacting the Property Owner/Manager to obtain a right of entry agreement to permit us to enter upon the property to install the services.

Section 1 - Please complete this section if **you own** your Commercial Property

_____
Authorized Signature

_____
Printed Name and Title

_____
Date Signed

Section 2 - Please complete this section if **you do not own** your Commercial Property

_____
Property Owner/Manager Name and Title

_____
Property Owner/Manager Phone #

_____
Property Owner/Manager Email Address

December 3, 2015

LexisNexis Risk Solutions

SCHEDULE A
Accurint for Government
(Per User Subscription)

Agency (Customer) Name: **Jefferson County District Attorney**
Billgroup #: **1437370**
LN Account Manager: **Abbey Willis**

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint for Government services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). Customer acknowledges that the services provided under this Schedule A are non-FCRA services and are not "consumer reports" within the meaning of the FCRA and Customer agrees not to use such reports in any manner that would cause them to be characterized as "consumer reports".

1. SCHEDULE A TERM
The term of this Schedule A will be 24 months beginning January 1, 2016 (the "Initial Term"). The Initial Term shall automatically renew for additional periods of twelve (12) months (each one, a "Renewal Term"), unless written notice of termination is provided to either party at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. FEES
2.1 User Fees: The following table (the "Price Table") describes the agreed upon user fees (the "User Fees"):

PRICE TABLE		
Monthly Minimum Users:		**17**
Standard Features Fee:		**$90.00**
Premium Features Fee:	Real Time Phone Search	**$25.00**
Total Monthly User Fees (per user):		**$115.00**
Total Monthly Minimum Amount:		**$1,955.00**

All of the searches and reports included in the Price Schedule are referred to as the "Features". The User Fees include unlimited access to all Features, excluding those Features identified in Section 2.2. User Fees shall be due each month for: (i) any user ID upon which any search occurs during a calendar month; and (ii) any user ID activated on Customer's account which was not used to perform any searches and is not suspended or terminated by the close of business on the last day of such month. At the end of each twelve-month period User Fees will be increased 3%.
2.2 Features Not Included: The following Features are not included in the User Fees and shall in all cases be charged separately according to the pricing specified in the attached Price Schedule

American Board of Medical Specialties Search and Report
Bankruptcy Dockets
Bankruptcy Documents
Canadian Phones
Comprehensive Healthcare Business Report
Comprehensive Healthcare Provider Report

Court Search Wizard
D&B Search
DE Corporation Search and Report
Email Search
Flat Rate Healthcare Business Report
Flat Rate Healthcare Provider Report
Government Location Report
Identity Authenticate
Identity Verification
MVR Reports
News Searches
Property Deed Image
Provider Report Card
Provider Sanction Search and Report
Provider Search and Report
Real Time MVR
Real Time Person Search
Real Time Phone Search
Virtual Identity Search and Report
Workplace Locator
XML

LN standard pricing will be in effect for any new features made generally available by LN subsequent to the execution of this Schedule A.

2.3 Payment Amount: Customer shall pay to LN each month the greater of (i) total User Fees and applicable Transactional Fees or (ii) the total monthly minimum amount(s)as specified in the Price Table.

3. EXPIRATION

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **December 20, 2015**.

4. CONFIDENTIAL INFORMATION

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain Schedule A in trust and confidence and take reasonable precautions against such disclosure to any third party.

AGREED TO AND ACCEPTED BY: Jefferson County District Attorney

Signed: _____

Name: _____

Title: _____

Date: _____

December 3, 2015

Accurint for Government

(Updated Sep 17, 2015)
(Plan 44)

(Pricing is per hit unless otherwise indicated. All searches/reports with a price of $0.00 are considered "Standard Features" and are included in Subscription plan.)

PRICE SCHEDULE (Subscription)	
FEATURES	**PRICE**
Advanced Person Search	$0.00
American Board Of Medical Specialties Search	$1.00
American Board Of Medical Specialties Report	$5.00
Associates ("Next Steps")	$0.00
Bankruptcies, Liens & Judgments Search	$0.00
Bankruptcies	$0.00
Bankruptcies Report	$0.00
Bankruptcy Docket Sheet ($0.50 For First 5 Pages & $0.20 Per Page Thereafter)	$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of $6 Per Document)	$0.20
Boolean Search	$0.00
Business Credit	$0.00
Business Credit Report	$0.00
Business InstantID	$0.00
Business InstantID & FraudDefender	$0.00
Business Search	$0.00
Businesses In The News (not discounted)	$5.00
Canadian Phones	$0.40
Case Audit Compliance	$0.00
Case Connect Deconfliction Alerts	$0.00
Civil Courts Search (Report Included)	$0.00
CLIA Search	$0.00
Concealed Weapons Permit	$0.00
Corporation Filings (Report Included Except In Delaware)	$0.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
County Civil Lower & Upper Court - 7 Year (not discounted)	$35.00
County Civil Lower & Upper Court - 10 Year (not discounted)	$40.00
County Criminal - 7 Year (not discounted)	$25.00
County Criminal - 10 Year (not discounted)	$30.00
Federal Division Civil - 7 Year (not discounted)	$16.00
Federal Division Civil - 10 Year (not discounted)	$25.00
Federal Division Criminal - 7 Year (not discounted)	$16.00
Federal Division Criminal - 10 Year (not discounted)	$25.00
Statewide Criminal (not discounted)	$24.00
Criminal Records	$0.00
Criminal Records Report	$0.00
DEA Controlled Substances License Search	$0.00
Death Records Search	$0.00
Death Records Report	$0.00
Delaware Corporations (not discounted)	$1.00

Delaware Corporations Report (not discounted)	$11.00
Disclosed Entity Service	$0.00
Driver Licenses	$0.00
Dun & Bradstreet (D&B) Search	$0.25
Dun & Bradstreet (D&B) Report	$0.00
Email Search	$0.40
FAA Aircraft (Report Included)	$0.00
FAA Pilots (Report Included)	$0.00
Federal Criminal Court Records Search	$0.00
Federal Firearms & Explosives	$0.00
Federal Employer ID Numbers (FEIN)	$0.00
Fictitious Business Name	$0.00
Foreclosures Search (Report Included)	$0.00
Government Location Report (charged per search)	$1.00
Hunting/Fishing Licenses	$0.00
Identity Authenticate (charged per search)	$1.25
Identity Verification (charged per search)	$0.60
InstantID Consumer Search	$0.00
InstantID Consumer & FraudDefender Search	$0.00
Internet Domains	$0.00
Liens & Judgments	$0.00
Liens & Judgments Report	$0.00
Marriages / Divorces Search	$0.00
Motor Vehicles Search	$0.00
Motor Vehicles Report	$0.00
MVR Reports (Driving Records)	--
Alabama 3-Year (not discounted)	$12.00
Delaware (not discounted)	$21.50
Florida 3-Year (not discounted)	$7.15
Florida 7-Year (not discounted)	$8.15
Illinois (not discounted)	$17.00
Indiana 7-Year (not discounted)	$11.00
Iowa (not discounted)	$13.50
Kansas (not discounted)	$11.50
Maine 3-Year (not discounted)	$12.00
Minnesota 5-Year (not discounted)	$7.50
Mississippi 3-Year (not discounted)	$16.00
Nebraska 5-Year (not discounted)	$8.00
North Carolina 7-Year (not discounted)	$13.00
Rhode Island 3-Year (not discounted)	$23.00
South Carolina 3-Year (not discounted)	$12.25
Tennessee 5-Year (not discounted)	$12.00
Utah 3-Year (not discounted)	$12.25
Vermont 3-Year (not discounted)	$18.00
West Virginia 7-Year (not discounted)	$10.00
National Motor Vehicle Accident Search & Report	$0.00
NCPDP (National Council for Prescription Drug Programs) Search	$0.00

National UCC Filings (Report Included)	$0.00
NCPDP (National Council for Prescription Drug Programs) Report	$0.00
Neighbors ("Next Steps")	$0.00
NPI Search	$0.00
NPI Report	$0.00
Official Records Search (Report Included)	$0.00
Passport Validation	$0.00
Patriot Act	$0.00
People At Work Search	$0.00
People In The News (not discounted)	$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
1 - 50	$0.00
51 - 250	$0.00
251 - 500	$0.00
501 - 1,000	$0.00
1,001 - 5,000	$0.00
5,001 - 25,000	$0.00
25,001 - 100,000	$0.00
Professional Licenses	$0.00
Property Assessment Search	$0.00
Property Assessment Report	$0.00
Property Deed Search	$0.00
Property Deed Report (excluding Deed Image)	$0.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discounted)	$8.00
Property Search (Property Assessments, Deeds & Mortgages)	$0.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	$0.00
Provider Search	$0.25
Provider Report	$5.00
Provider Report Card (charged per search)	$5.00
Provider Sanction Search (charged per search)	$0.25
Provider Sanction Report	$5.00
Real Time Motor Vehicle Registrations (charged per search)	$3.50
Real Time Person Search (charged per search)	$3.50
Real Time Phone Search	$0.50
Relatives ("Next Steps")	$0.00
Relatives, Neighbors & Associates ("Next Steps")	$0.00
Relavint Visual Link Analysis (Per Diagram)	$0.00
Satellite Image Search	$0.00
Sexual Offenders (Report Included)	$0.00
Virtual Identity Search & Report	$2.00
Voter Registrations	$0.00
Watercraft	$0.00
Watercraft Report	$0.00
WorkPlace Locator (not discounted)	$3.50
Reports	

Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	$0.00
Automated Valuation Model (AVM) Report	$0.00
Business Link Report	$0.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	$0.00
Entitlement Report: Summary Report, Phones Plus, Bankruptcy, Liens/Judgments, UCC Filings, People At Work, Driver's Licenses, Vehicle Registrations, Property, Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Associates, Relatives (3 Degrees), Criminal Records And Sexual Offenders. Results Can Be Restricted By The User To Their Applicable Dates Of Interest.	$0.00
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations.	$0.00
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	$0.00
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	$0.00
Additional Report Options:	--
Bankruptcy	$0.00
Businesses At Address	$0.00
Concealed Weapons Permit Search	$0.00
Criminal Records Search	$0.00
Criminal Records Report	$0.00
Driver Licenses At Address	$0.00
Hunting/Fishing License Search	$0.00
Liens And Judgments	$0.00
Motor Vehicles Registered At Address	$0.00
Neighborhood Profile (2010 Census)	$0.00
Neighbors At Address	$0.00
Property Ownership Current / Previous	$0.00
Sexual Offenders Search (Report Included)	$0.00
Comprehensive Business Report (Base Report Features: Name, Address And Phone Variations, Parent Company, ID Numbers And Industry Information)	$0.00
Additional Report Options:	--
Associated Businesses	$0.00
Associated People	$0.00
Bankruptcy	$0.00
Business Registrations	$0.00
Corporation Filings	$0.00
Dun & Bradstreet Records (not discounted)	$3.75
FAA Aircraft	$0.00

Internet Domain Names	$0.00
IRS 5500	$0.00
Liens And Judgments	$0.00
Motor Vehicles	$0.00
Properties	$0.00
UCC Filings	$0.00
Watercraft	$0.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	$0.00
Additional Report Options:	--
Associates	$0.00
Bankruptcy	$0.00
Criminal Records	$0.00
DEA Controlled Substances License Search	$0.00
Driver Licenses Information	$0.00
Email Search	$0.40
Federal Firearms & Explosives License Search	$0.00
Liens And Judgments	$0.00
Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	$0.00
National Motor Vehicle Accident Search & Report	$0.00
Neighborhood Profile (2010 Census)	$0.00
Neighbors (Up To 6 Neighbors At 10 Different Addresses)	$0.00
People At Work Locator	$0.00
Phones Plus	$0.50
Professional Licenses	$0.00
Properties	$0.00
Relatives (Up to 3 Degrees of Separation)	$0.00
Sexual Offenders	$0.00
Supplemental Data Sources	$0.00
UCC Filings	$0.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	$0.50
Additional Report Options:	--
Associated Businesses	$1.00
Associated People	$1.00
Bankruptcy (charged per search)	$1.00
Business Phone Matches	$0.25
Business Registrations	$0.25
Corporation Filings	$1.00
Dun & Bradstreet Records (not discounted)	$3.75
FAA Aircraft	$0.25
Internet Domain Names	$0.25
IRS 5500	$1.00
Liens And Judgments (charged per search)	$0.25
Motor Vehicles	$0.75

Properties	$1.00
Sanctions	$0.50
UCC Filings	$0.50
Verification	$0.75
Watercraft	$1.00
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features and Additional Report Options listed below)	$6.00
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	$0.50
Additional Report Options:	--
Additional Deceased Data Sources	$0.00
Associates	$0.00
Bankruptcy (charged per search) (not discounted)	$0.25
Business Address Summary	$0.25
Business Affiliations	$0.50
Business Phone Matches	$0.25
DEA Licenses	$0.25
Degrees	$0.00
Education	$0.50
Group Affiliations	$0.50
GSA Sanctions (charged per search)	$0.50
Hospital Affiliations	$0.50
Liens And Judgments (charged per search)	$0.25
Medical Licenses (charged per search)	$1.00
Possible Criminal Records (charged per search)	$0.25
Professional Licenses (charged per search)	$1.00
Sanctions (Disciplinary) (charged per search)	$0.50
Sexual Offenses (charged per search)	$1.00
Specialties	$0.00
Verification	$0.75
Online Batch	
Advanced Person Search	$0.50
Deceased Person	$0.25
Address (Single)	$0.13
Address (Multiple)	$0.16
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)	$0.23
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)	$0.25
Waterfall Phone with Address (single)	$0.25
Waterfall Phone with Address (multiple)	$0.30
Address and/or Phone Confirmation (per input) (single)	$0.03
Address and/or Phone Confirmation (per input) (multiple)	$0.04
Phones Plus	$0.50
Real Time Phone Search	$0.50
Real Time Motor Vehicle Registrations	$1.50

Property - Add Up To Five Properties Owned By The Subject	$1.00
Consumer InstantID	$0.65
Consumer InstantID With Fraud Defender	$0.95
Consumer InstantID With Red Flags Rule	$0.90
Business InstantID	$1.30
Business InstantID With Fraud Defender	$1.30
Multiple = 2 Or More Phones/Addresses Returned	--

PO# 061693
IFB# 14-036/KJS

Jack Brooks Regional Airport — Runway Safety Area Grading

APPLICATION FOR PAYMENT

JEFFERSON COUNTY

Purchase Order No.		Date Prepared	6/29/2015
Account No.		Estimate No.	4
County Project No.		Period Ending	6/05/2015
FAA Project No.		Time Completed	Calendar day 84 of 84
FAA Grant No.	3-48-0018-030-2014	Contract Time	84 calendar days (45 + 39 day suspension 11/21/14)
		% Time Complete	100%

Contractor: APAC-Texas
PO Box 20779
Beaumont, TX 77720-0779

CHANGE ORDER SUMMARY		
NO.	DATE	AMOUNT
-		
NET CHANGE		$ 0.00

Original Contract Amount	$ 119,490.00
Net Change Orders	$ 0.00
Current Contract Amount	$ 119,490.00
Total Work Performed	$ 119,490.00
Total Stored Materials	$ 0.00
Total Work & Materials	$ 119,490.00
5% Retainage	$ 5,974.50
Total Earned less Retainage	$ 119,490.00
Less Previous Payments	$ 113,515.50
Current Amount Due	$ 5,974.50

PREVIOUS PAYMENTS		
NO.	DATE	AMOUNT
1	11/5/2014	$ 16,410.77
2	01/20/2015	$ 10,739.27
3	02/13/2015	$ 86,365.46
TOTAL		$ 113,515.50

Recommended for Payment
Arceneaux, Wilson and Cole

By: _____ 7-7-2015
Date

Approval for Payment
Jack Brooks Regional Airport

By: _____ 10/27/2015
Date

11/10/15

Garver, LLC

By: _____ 10-05-15
Date

AR

Blanket 061693
513.7091.463.60-17
AIP 24
AIP Grant 30
4800183014

APAC Texas, Inc.
PO Box 20779
Beaumont, TX 77720-0779
409-866-1444

Invoice No: 2000037088
Invoice Date: 6/5/2015
Contract: 253113.
CustomerNo: 218816
Terms: Net 30 Days
Due Date: 7/5/2015
Customer Job# : RSA GRADING
Application: 4

To : Jefferson Co Engineering Dept
Garver LLC Attn: Thomas Sikora
11111 Katy Freeway, Suite 910
Houston, TX 77079

Job Information:
Jack Brooks Runway Safety Area

Item - Description	Contract Amount	Contract Quantity	Quantity this Appl	Quantity JTD	U/M	Unit Price	Amount This Appl	Amount To-Date	% Comp
RETAINAGE							$5,974.51		100%

If you have Questions regarding this billing, please contact Jessica at (409) 866-1444

Total To Date:	119,490.00
Plus Sales Tax:	0.00
Less Retainage:	0.00
Less Previous Application:	113,515.49
Total Due This Invoice:	**5,974.51**

Remit to: APAC Texas, Inc.
1 Chisholm Trail Ste 450
Round Rock, TX 78681

Customer Name: Jefferson Co Engineering Dept
Customer No: 218816
Invoice Number: 2000037088
Invoice Amount: $ 5,974.51

Amount Remitted: _____

CONTRACTOR'S AFFIDAVIT

FROM: Contractor's Name APAC-TEXAS, INC.

Address 12907 US HIGHWAY 90 BEAUMONT, TEXAS 77713

TO: Owner's Name JEFFERSON COUNTY, TEXAS

Address 1149 PEARL STREET

BEAUMONT, TEXAS 77701

DATE OF CONTRACT: SEPTEMBER 12, 2014

I hereby certify that all claims for material, labor, and supplies entered into contingent and incident to the construction or used in the course of the performance of the work on RUNWAY SAFETY AREA GRADING AT JACK BROOKS REGIONAL AIRPORT

have been fully satisfied.

Contractor's Signature

ASST. SECRETARY
Title

Subscribed and sworn to before me this 30TH day of SEPTEMBER, 2015.

KIMBERLY KAY WORK
Notary Public, State of Texas
My Commission Expires
October 31, 2016

Notary Public

My Commission Expires:

October 31, 2016

The Surety Company consents to the release of the retained percentage on this project with the understanding that should any unforeseen contingencies arise having a right of action on the bond that the Surety Company will not waive liability through the consent to the release of the retained percentage.

XL SPECIALTY INSURANCE COMPANY

Dated SEPTEMBER 30, 2015

Surety Company

By

NON-Resident Agent, State of Texas

LISA HALL, ATTORNEY-IN-FACT

TX LICENSE NO. 1793071

Power of Attorney
XL Specialty Insurance Company
Greenwich Insurance Company
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER
UNLIMITED POWER OF ATTORNEY
XL1520330

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, and Greenwich Insurance Company, Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, , do hereby nominate, constitute, and appoint:
Linda Nipper, Lindsey Plattner, Lisa Hall, Tina Davis

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, , for the penal sum of no one of which is in any event to exceed UNLIMITED.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of June 2015.

RESOLVED, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this June 26th, 2015.

XL SPECIALTY INSURANCE COMPANY
GREENWICH INSURANCE COMPANY

By: David S. Hewett

David S. Hewett, SENIOR VICE PRESIDENT

Attest: Toni Ann Perkins

Toni Ann Perkins, SECRETARY

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

On this 26th day of June, 2015, before me personally came David S. Hewett to me known, who, being duly sworn, did depose and say: that he is Executive Vice President of XL SPECIALTY INSURANCE COMPANY and Senior Vice President of GREENWICH INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument are such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.

KIM D. SLIVA NOTARY PUBLIC My Commission Expires June 30, 2018 STATE OF CONNECTICUT

Kim D. Sliva

Kim D. Sliva, NOTARY PUBLIC

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

I, Toni Ann Perkins, Secretary of XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY, corporations of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporations, at the City of Stamford, this 30TH day of SEPTEMBER 2015.

XL SPECIALTY INSURANCE COMPANY CORPORATE SEAL DELAWARE

GREENWICH INSURANCE COMPANY CORPORATE SEAL DELAWARE

Toni Ann Perkins

Toni Ann Perkins,SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 26th day of June, 2015.

XL REINSURANCE AMERICA INC. CORPORATE SEAL NEW YORK

XL REINSURANCE AMERICA INC.

by: John P. Welch

John P. Welch, PRESIDENT & CEO

Attest: Toni Ann Perkins

Toni Ann Perkins, SECRETARY

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

On this 26th day of June, 2015, before me personally came John P. Welch to me known, who, being duly sworn, did depose and say: that he is President & CEO of XL REINSURANCE AMERICA INC., described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Corporation, and that he executed the said instrument by like order.

KIM D. SLIVA NOTARY PUBLIC My Commission Expires June 30, 2016 STATE OF CONNECTICUT

Kim D. Sliva

Kim D. Sliva, NOTARY PUBLIC

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

I, Toni Ann Perkins, Assistant Secretary of XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Stamford, this 30TH day of SEPTEMBER, 2015

XL REINSURANCE AMERICA INC. CORPORATE SEAL NEW YORK

Toni Ann Perkins

Toni Ann Perkins, SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after June 26, 2020
SB0041

THIS DOCUMENT IS PRINTED ON A BLUE BACKGROUND

PURCHASE ORDER
JEFFERSON COUNTY

P.O.: 061693
DATE: 12/23/14
PAGE: 1

SEND INVOICE TO:
JEFFERSON COUNTY AUDITORS OFFICE
1149 PEARL STREET, 7TH FLOOR
BEAUMONT, TEXAS 77701

VENDOR ADDRESS:

APAC, INC. - TROTTI & THOMSON
ATTN: DEPT 025
1 CHISHOLM TRAIL
SUITE 450
ROUND ROCK, TX 78681

SHIP FOB DESTINATION TO:

JEFFERSON COUNTY, TEXAS
JACK BROOKS REGIONAL
AIRPORT OFFICE
4875 PARKER DRIVE
BEAUMONT, TX 77705

VENDOR NO: 11744
CONTRACT NUMBER:
BUYER: KAREN J. SMITH
ACCOUNT NO:
REQUISITION NO: 63039
REQUISITIONED BY: KAREN J STEWART

ITEM NO.	QUANTITY	UOM	DESCRIPTION	UNIT COST	EXTENDED COST

IFB 14-026/KJS RSA GRADING

EFFECTIVE DATE: 12/23/14
EXPIRATION DATE: 10/15/15
NOT TO EXCEED: 119490.00

REMARKS:
IN ACCORDANCE WITH IFB 14-026/KJS
RUNWAY SAFETY AREA GRADING AWARDED IN
COMMISSIONERS COURT 9-22-14
BLANKET ACCT # 51370914635078 AIP24

FAXED: DATE_____ BY_____

Instructions to the Vendor:
1. PO# must appear on all invoices, packing slips and correspondence.
2. Send original and one copy of invoice to address above.

STATE TAX EXEMPT NUMBER: A246707
FEDERAL TAX EXEMPT NUMBER: 74-60000-291

This Purchase Order is issued subject to the Terms and Conditions as set on the original Order copy.
DEBORAH L. CLARK
PURCHASING AGENT, BY:

AUTHORIZED SIGNATURE

PURCHASING DEPARTMENT – 1149 PEARL STREET -1ST FLOOR-BEAUMONT, TEXAS 77701 – (409) 835-8593 – FAX (409) 835-8458
WHITE COPY-USER DEPARTMENT YELLOW COPY-ADDITING PINK COPY-PURCHASING

AIP FINAL INSPECTION REPORT	Reports Identification Symbol: AS 5100-4		
	PROJECT NO. 14121503; 14-026/KJS		
SPONSOR'S NAME Jefferson County, Texas	DATE COMPLETED 2/10/2015	DATE INSPECTED 2/10/2015	
SPONSOR'S ADDRESS Jack Brooks Regional Airport 1149 Pearl Street Beaumont, Texas 77701	NUMBER OF CONTRACTS THIS PROJECT 1		
	FUNDS		
		FAAP / ADAP	OTHER
AIRPORT NAME Jack Brooks Regional Airport (BPT)	TOTAL BID	$119,490.00	
LOCATION RSA's of RW 12 and 34 Approaches	TOTAL AMOUNT CHANGE ORDERS	$0.00	
CONTRACTOR'S NAME APAC - Texas	TENTATIVE TOTAL COST	$119,490.00	

1. DESCRIPTION OF WORK (Indicate portion of project description applicable to the contract inspected. Additional description may be given to define the scope of the contract and to indicate eligible work and ineligible work.)

Runway Safety Area Grading at Jack Brooks Regional Airport: Work consists of grading in the extended RSA's of each of the two runways. Work included topsoiling, grading, and cutting a new drainage ditch adjacent to but outside the extended RSA of Runway 12.

2. QUALITY OF WORK

ALL ELIGIBLE FAAP / ADAP WORK IS: ☑ SATISFACTORY ☐ UNSATISFACTORY *(Explain in item 3)*

3 SUMMARY OF TEST RESULTS Describe any unusual construction or installation conditions. If unsatisfactory ineligible work which can adversely affect eligible work exists, explain in detail. If previous inspection reports indicate unsatisfactory work, give date of inspection and comment on conditions found at the time of this inspection.

Testing included limited compaction tests to confirm earthwork was installed in accordance with Item P-152. The results of the tests showed passing density tests, or acceptance of tests that were marginal based on moisture or compaction

4. COMMENTS

Project also included a flight check of the glide slope ILS as the RSA grading affected the glide slope critical area.

5. NAMES AND TITLES OF PERSONS PRESENT DURING INSPECTION

Steve Escagne, RPR (sub to Garver and provided by Arecneaux, Wilson, and Cole); Duke Youmans , Operations Supervisor (BPT); William (Billy) Parker, Superintendent (APAC Texas); Femi Adeoye, Engineer (FAA); Thomas D Dodson, EOR and Project Manager (Garver, LLC).

DATE	TITLE	SIGNATURE
11/13/2015	Project Manager	

FAA Form 5100-17 (7-70) SUPERSEDES FAA FORM 1627

GARVER

CERTIFICATE OF SUBSTANTIAL COMPLETION for

Project Title:	**Runway Safety Area Grading at Jack Brooks Regional Airport**
Garver Project Number:	**14121503**
Owner/Funding Agency Number:	**14-026/KJS**
Contract For:	**$ 119,490.00**
Date of Substantial Completion:	**2/10/2015**

CONTRACTOR:
APAC – Texas, Inc.
12907 US Highway 90
Beaumont, Texas 77713

OWNER:
Jack Brooks Regional Airport
Jefferson County, Texas
1149 Pearl Street
Beaumont, Texas 77701

The Work performed under this Contract has been reviewed and found, to the Engineer's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as stated above, which is also the date of commencement of applicable warranties required by the Contract Documents, except as noted below:

<none>

Garver BY _____ DATE 11/13/2015

The Contractor will complete or correct the Work on the Punch List attached hereto [within ___ calendar days of the Date of Substantial Completion] [no later than close of business on day and date]. Should the Contractor fail to complete or correct the work on the Punch List within this period, the Substantial Completion date is null and void and the Contract Time shall recommence.

Contractor: BY _____ DATE 11/17/2015

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at (time) on (day and date).

Owner's Representative: BY _____ DATE 12-2-2015

Attachment: Punch List

ATTEST: _____
Carolyn L. Guidry, County Clerk

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY, TEXAS _____
Jeff Branick, County Judge

Attachment (Punch List) to Certificate of Substantial Completion for

Project Title: Runway Safety Area Grading at Jack Brooks Regional Airport

CONTRACT DOCUMENTS TO BE SUBMITTED BY CONTRACTOR TO ENGINEER
1. Record drawings 2. Release of Liens Letter 3. Payments to DBEs 4. 5.

WORK ITEMS TO BE CORRECTED OR COMPLETED	
Location	**Item to be corrected or completed**
	<none>

Jack Brooks Regional Airport | Runway 16/34 Rehabilitation

APPLICATION FOR PAYMENT

JEFFERSON COUNTY

Purchase Order No.		Date Prepared	06/29/2015
Account No.		Estimate No.	5
FAA Project No.		Period Ending	06/05/2015
FAA Grant No.	3-48-0018-030-2014	Time Completed	Calendar day 96 of 50
		Contract Time	50 calendar days (30 + 20 day suspension 11/21/14)
		% Time Complete	192.0%

Contractor: APAC-Texas
PO Box 20779
Beaumont, TX 77720-0779

CHANGE ORDER SUMMARY		
NO.	DATE	AMOUNT
1	11/17/2014	$ 0.00
2	4/02/2015	($ 13,305.24)
NET CHANGE		$ 0.00

Original Contract Amount	$ 305,518.00
Net Change Orders	($ 13,305.24)
Current Contract Amount	$ 292,212.76
Total Work Performed	$ 292,212.76
Total Stored Materials	$ 0.00
Total Work & Materials	$ 292,212.76
5% Retainage	$ 14,610.66
Total Earned less Retainage	$ 277,602.10
Less Previous Payments	$ 277,602.10
Current Amount Due	$ 14,610.66

PREVIOUS PAYMENTS		
NO.	DATE	AMOUNT
1	11/5/2014	$ 65,013.72
2	12/15/2014	$ 59,641.28
3	01/20/2015	$ 109,989.48
4	04/02/2015	$ 42,957.62
TOTAL		$ 277,602.10

Recommended for Payment
Arceneaux, Wilson and Cole

By: _____ 7-7-2015
Date

Approval for Payment
Jack Brooks Regional Airport

By: _____ 12/7/15
Date

Ronald M. Rau
12/10/15

Garver, LLC

By: _____ 10/05/15
Date

ATR

Blanket 061647
513.7091.4603.00-17
AIP 26
AIP Grant 30
4800183014

APAC Texas, Inc.
PO Box 20779
Beaumont, TX 77720-0779
409-866-1444

Invoice No:	**2000037086**
Invoice Date:	**6/5/2015**
Contract:	**253114.**
CustomerNo:	**218816**
Terms:	**Net 30 Days**
Due Date:	**7/5/2015**
Customer Job# :	**16/34 Rehab**
Application:	**5**

To : Jefferson Co Engineering Dept
Garver LLC Attn: Thomas Sikora
11111 Katy Freeway, Suite 910
Houston, TX 77079

Job Information:
Jack Brooks Runway 16/34 Rehab

Item - Description	Contract Amount	Contract Quantity	Quantity this Appl	Quantity JTD	U/M	Unit Price	Amount This Appl	Amount To-Date	% Comp
RETAINAGE							$14,610.66		100%

If you have Questions regarding this billing, please contact Jessica at (409) 866-1444

Total To Date:	292,212.76
Plus Sales Tax:	0.00
Less Retainage:	0.00
Less Previous Application:	277,602.10
Total Due This Invoice:	**14,610.66**

Remit to: APAC Texas, Inc.
1 Chisholm Trail Ste 450
Round Rock, TX 78681

Customer Name: Jefferson Co Engineering Dept
Customer No: 218816
Invoice Number: 2000037086
Invoice Amount: $ 14,610.66

Amount Remitted: _____

GARVER

11111 Katy Freeway
Suite 910
Houston, TX 77079

TEL 713.491.8333
FAX 713.973.5777

www.GarverUSA.com

May 27, 2015

Mr. Alex Rupp
Jack Brooks Regional Airport
4875 Parker Drive
Beaumont, TX 77705

Re: Jack Brooks Regional Airport - Runway 16/34 Rehabilitation
Construction Contract Change Order No. 2

Dear Mr. Rupp:

This letter provides notification of reconciliation to the planned contract quantities via contract change order to align with the installed project quantities. During construction it was noted that several locations of the preformed runway hold sign markings would not be prudent for installation now due to other upcoming projects. It was proposed that the Airport take ownership of the hold sign marking materials for future use when the pavement is replaced; and in the interim have the signs installed using conventional paint. The quantity of retro-reflective paint and preformed markings are adjusted to match the quantity installed in the project. This adjustment results in a savings to the overall project. Also included in this reconciliation is a change order to reduce the quantity of spall repair to align with the quantity that was repaired in the field. The quantity is proposed to be reduced from the bid quantity as well.

The adjusted contract quantities requested results in a net cost reduction for this change order of ($13,305.24) to the contract (about a 5% contract reduction).

Please call me if you have any questions.

Sincerely,
Garver, LLC.

Thomas D Dodson, PE
Senior Project Manager

Attachments: Construction Contract Change Order No. 2

Cc: Don Rao, Steve Stafford – Jefferson County; Karen Stewart - Jefferson County Purchasing Office

ATTACHMENT - Construction Contract Change Order No. 2

GARVER

Construction Contract Change Order

Project: Runway 16/34 Rehabilitation Jack Brooks Regional Airport Garver Job No. 14121508	Change Order No. 2 Date Prepared: April 2, 2015
Owner: Jack Brooks Regional Airport 4875 Parker Dr. Beaumont, TX 77705	Contractor: APAC-Texas, Inc. P.O. Box 20779 Beaumont, Texas 77720

Description of Work Included in Contract
Reconciliation of planned quantities for contract.

Changes and Reasons Ordered (List individual Changes as: A, B, C, D, etc.)

Reconciliation of planned contract quantities to better align with constructed quantities.

Attachments:

Contract Changes	Bid Item No.	Bid Item Description	Previous Estimated Quantity	Unit of Measure	Contract Unit Price	Revised Estimated Quantity	Revised Unit Price	Original Estimated Cost	Revised Estimated Cost
	SS-120-1	SITE PREPARATION	100%	LS	$53,000.00	100.00%	$53,000.00	$53,000.00	$53,000.00
	P-101-5.1	CRACK SEAL ASPHALT PAVEMENT	4800	LF	$4.05	4,800	$4.05	$19,440.00	$19,440.00
	P-152-4.1	EXCAVATION AND EMBANKMENT	2	CY	$850.00	2	$850.00	$1,700.00	$1,700.00
	P-501-8.1a	CONCRETE SPALL REPAIR - ELASTOMERIC CONCRETE	420	SF	$90.00	369	$90.00	$37,800.00	$34,971.60
	P-501-8.1b	CONCRETE SPALL REPAIR - PORTLAND CEMENT CONCRETE	50	SF	$425.00	50	$425.00	$21,250.00	$21,250.00
	P-605-5.1	CONCRETE JOINT CLEAN AND SEAL	200	LF	$4.05	200	$4.05	$810.00	$810.00
	P-620-5.1	RETRO-REFLECTIVE PAVEMENT MARKINGS	52,500	SF	$0.65	54,497.92	$0.65	$34,125.00	$35,423.65
	P-620-5.2	PREFORMED RUNWAY HOLD SIGN MARKINGS	1,750	SF	$32.00	1,382.02	$32.00	$56,000.00	$44,224.51
	P-620-5.3	NON-REFLECTIVE BLACK OUTLINE	13,700	SF	$0.55	13,700.00	$0.55	$7,535.00	$7,535.00
	P-620-5.4	PAVEMENT MARKING REMOVAL	100%	LS	$34,000.00	1	$34,000.00	$34,000.00	$34,000.00
	P-631-5.1	RUNWAY 16/34 REFINED COAL TAR EMULSION WITH ADDITIVES FOR SLURRY SEAL COAT	7500	GAL	$5.30	7,500.00	$5.30	$39,750.00	$39,750.00
	T-904-5.1	SODDING	15	SY	$7.20	15	$7.20	$108.00	$108.00
							Summation of Cost	$305,518.00	$292,212.76
							Net Cost for this Change Order		($13,305.24)

Estimated Project Cost	Estimated Project Cost
Original Contract Amount	$305,518.00
Previously Approved Changes	$0.00
This Change Order	($13,305.24)
New Contract Amount	$292,212.76

Time Change	
Contract Start Date	October 16, 2014
Original Contract Time (calendar days)	60
Previously Approved Changes (calendar days)	0
This Change Order (calendar days)	0
New Construction Completion Date	N/A

THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS

ISSUED FOR REASONS INDICATED ABOVE
Engineer: Garver

Engineer's Signature — Sr. Prj. Mgr. (Title) — 5/22/2015 (Date)

ACCEPTED BY CONTRACTOR

Contractor's Signature — Asst. Secretary (Title) — 5/21/2015 (Date)

APPROVED BY OWNER

Owner's Signature — Title — Date

CONTRACTOR'S AFFIDAVIT

FROM: Contractor's Name APAC-TEXAS, INC.

Address 12907 US HIGHWAY 90 BEAUMONT, TEXAS 77713

TO: Owner's Name JEFFERSON COUNTY, TEXAS

Address 1149 PEARL STREET

BEAUMONT, TEXAS 77701

DATE OF CONTRACT: SEPTEMBER 12, 2014

I hereby certify that all claims for material, labor, and supplies entered into contingent and incident to the construction or used in the course of the performance of the work on RUNWAY 16/34 REHABILITATION AT JACK BROOKS REGIONAL AIRPORT have been fully satisfied.

Contractor's Signature

ASST. SECRETARY

Title

Subscribed and sworn to before me this 30TH day of SEPTEMBER, 2015.

Notary Public

KIMBERLY KAY WORK
Notary Public, State of Texas
My Commission Expires
October 31, 2016

My Commission Expires:

October 31, 2016

The Surety Company consents to the release of the retained percentage on this project with the understanding that should any unforeseen contingencies arise having a right of action on the bond that the Surety Company will not waive liability through the consent to the release of the retained percentage.

XL SPECIALTY INSURANCE COMPANY

Dated SEPTEMBER 30, 2015

Surety Company

By

NON-Resident Agent, State of Texas

LISA HALL, ATTORNEY-IN-FACT
TX LICENSE NO. 1793071

Power of Attorney
XL Specialty Insurance Company
Greenwich Insurance Company
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER
UNLIMITED POWER OF ATTORNEY
XL1520326

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, and Greenwich Insurance Company, Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, , do hereby nominate, constitute, and appoint:
Linda Nipper, Lindsey Plattner, Lisa Hall, Tina Davis

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, , for the penal sum of no one of which is in any event to exceed UNLIMITED,

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of June 2015.

RESOLVED, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this June 26th, 2015.

XL SPECIALTY INSURANCE COMPANY
GREENWICH INSURANCE COMPANY

By: David S. Hewett

David S. Hewett, SENIOR VICE PRESIDENT

Attest: Toni Ann Perkins

Toni Ann Perkins, SECRETARY

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

On this 26th day of June, 2015, before me personally came David S. Hewett to me known, who, being duly sworn, did depose and say: that he is Executive Vice President of XL SPECIALTY INSURANCE COMPANY and Senior Vice President of GREENWICH INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument are such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.

KIM D. SLIVA NOTARY PUBLIC My Commission Expires June 30, 2018 STATE OF CONNECTICUT

Kim D. Sliva

Kim D. Sliva, NOTARY PUBLIC

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

SB-0034 – 3/11

I, Toni Ann Perkins, Secretary of XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY, corporations of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporations, at the City of Stamford, this 30TH day of SEPTEMBER 2015.

XL SPECIALTY INSURANCE COMPANY CORPORATE SEAL DELAWARE

GREENWICH INSURANCE COMPANY CORPORATE SEAL DELAWARE

Toni Ann Perkins

Toni Ann Perkins,SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 26th day of June, 2015.

XL REINSURANCE AMERICA INC. CORPORATE SEAL NEW YORK

XL REINSURANCE AMERICA INC.

by: John P. Welch

John P. Welch, PRESIDENT & CEO

Attest: Toni Ann Perkins

Toni Ann Perkins, SECRETARY

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

On this 26th day of June, 2015, before me personally came John P. Welch to me known, who, being duly sworn, did depose and say: that he is President & CEO of XL REINSURANCE AMERICA INC., described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Corporation, and that he executed the said instrument by like order.

KIM D. SLIVA NOTARY PUBLIC My Commission Expires June 30, 2016 STATE OF CONNECTICUT

Kim D. Sliva

Kim D. Sliva, NOTARY PUBLIC

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

I, Toni Ann Perkins, Assistant Secretary of XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Stamford, this 30TH day of SEPTEMBER, 2015

XL REINSURANCE AMERICA INC. CORPORATE SEAL NEW YORK

Toni Ann Perkins

Toni Ann Perkins, SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after June 26, 2020
SB0041

THIS DOCUMENT IS PRINTED ON A BLUE BACKGROUND

PURCHASE ORDER
JEFFERSON COUNTY

P.O.: 061647
DATE: 12/17/14
PAGE: 1

SEND INVOICE TO:
JEFFERSON COUNTY AUDITORS OFFICE
1149 PEARL STREET, 7TH FLOOR
BEAUMONT, TEXAS 77701

VENDOR ADDRESS:

APAC, INC. - TROTTI & THOMSON
ATTN: DEPT 025
1 CHISHOLM TRAIL
SUITE 450
ROUND ROCK, TX 78681

SHIP FOB DESTINATION TO:

JEFFERSON COUNTY, TEXAS
JACK BROOKS REGIONAL
AIRPORT OFFICE
4875 PARKER DRIVE
BEAUMONT, TX 77705

VENDOR NO: 11744
CONTRACT NUMBER:
BUYER: KAREN J. SMITH
ACCOUNT NO:
REQUISITION NO: 62961
REQUISITIONED BY: KAREN J STEWART

ITEM NO.	QUANTITY	UOM	DESCRIPTION	UNIT COST	EXTENDED COST
			IFB 14-027/KJS RUNWAY 16-34		
			EFFECTIVE DATE: 12/12/14 EXPIRATION DATE: 10/15/15 NOT TO EXCEED: 305518.00		
			REMARKS: IN ACCORDANCE WITH IFB 14-027/KJS AWARDED IN COMMISSIONERS COURT ON 9-22-14 BLANKET PO ACCT# 5137014635077 AIP 26		

FAXED: DATE_____BY_____

Instructions to the Vendor:
1. PO# must appear on all invoices, packing slips and correspondence.
2. Send original and one copy of invoice to address above.

STATE TAX EXEMPT NUMBER: A246707
FEDERAL TAX EXEMPT NUMBER: 74-60000-291

This Purchase Order is issued subject to the Terms and Conditions as set on the original Order copy.
DEBORAH L. CLARK
PURCHASING AGENT, BY:
AUTHORIZED SIGNATURE

PURCHASING DEPARTMENT – 1149 PEARL STREET -1ST FLOOR-BEAUMONT, TEXAS 77701 – (409) 835-8593 – FAX (409) 835-8456
WHITE COPY-USER DEPARTMENT YELLOW COPY-AUDITING PINK COPY-PURCHASING

AIP FINAL INSPECTION REPORT	Reports Identification Symbol: AS 5100-4 PROJECT NO. 14121508; 14-027/KJS		
SPONSOR'S NAME Jefferson County, Texas	DATE COMPLETED 12/24/2014	DATE INSPECTED 12/17/2014	
SPONSOR'S ADDRESS Jack Brooks Regional Airport 1149 Pearl Street Beaumont, Texas 77701	NUMBER OF CONTRACTS THIS PROJECT 1		
	FUNDS		
		FAAP / ADAP	OTHER
AIRPORT NAME Jack Brooks Regional Airport (BPT)	TOTAL BID	$305,518.00	
LOCATION Runway 16-34	TOTAL AMOUNT CHANGE ORDERS	$(13,305.24)	
CONTRACTOR'S NAME APAC - Texas	TENTATIVE TOTAL COST	$292,212.76	

1. DESCRIPTION OF WORK (Indicate portion of project description applicable to the contract inspected. Additional description may be given to define the scope of the contract and to indicate eligible work and ineligible work.)

Runway 16-34 Rehabilitation at Jack Brooks Regional Airport: Work consists of new surface treatment of the existing asphalt portion of the runway; spall repairs; and replacement of all pavement markings including in-pavement runway hold position signage for the runway.

2. QUALITY OF WORK

ALL ELIGIBLE FAAP / ADAP WORK IS: ☑ SATISFACTORY ☐ UNSATISFACTORY *(Explain in Item 3)*

3 SUMMARY OF TEST RESULTS Describe any unusual construction or installation conditions. If unsatisfactory ineligible work which can adversely affect eligible work exists, explain in detail. If previous inspection reports indicate unsatisfactory work, give date of inspection and comment on conditions found at the time of this inspection.

Concrete (P-610) spall repairs indicate the cast concrete repairs met specified strength.

4. COMMENTS

5. NAMES AND TITLES OF PERSONS PRESENT DURING INSPECTION

Steve Escagne, RPR (sub to Garver and provided by Arecneaux, Wilson, and Cole); Duke Youmans , Operations Supervisor (BPT); William (Billy) Parker, Superintendent (APAC Texas); Thomas D Dodson, EOR and Project Manager (Garver, LLC).

DATE	TITLE	SIGNATURE
11/13/2015	Project Manager	

FAA Form 5100-17 (7-70) SUPERSEDES FAA FORM 1627

GARVER

CERTIFICATE OF SUBSTANTIAL COMPLETION
for

Project Title: Runway 16-34 Rehabilitation at Jack Brooks
Garver Project Number: 14121508
Owner/Funding Agency Number: 14-027/KJS
Contract For: $292,212.76
Date of Substantial Completion: 12/17/2014

CONTRACTOR:
APAC – Texas, Inc.
12907 US Highway 90
Beaumont, Texas 77713

OWNER:
Jack Brooks Regional Airport
Jefferson County, Texas
1149 Pearl Street
Beaumont, Texas 77701

The Work performed under this Contract has been reviewed and found, to the Engineer's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as stated above, which is also the date of commencement of applicable warranties required by the Contract Documents, except as noted below:

<none>

A list of items to be completed or corrected (Punch List) is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Garver BY _____ DATE 11/13/2015

The Contractor will complete or correct the Work on the Punch List attached hereto within 21 calendar days of the Date of Substantial Completion. Should the Contractor fail to complete or correct the work on the Punch List within this period, the Substantial Completion date is null and void and the Contract Time shall recommence.

Contractor: BY _____ DATE 11/17/2015

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at (time) on (day and date).

Owner's Representative: BY _____ DATE 12-2-2015

Attachment: Punch List

ATTEST:
Carolyn L. Guidry, County Clerk

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY, TEXAS
Jeff Branick, County Judge

Attachment (Punch List) to Certificate of Substantial Completion for

Project Title: Runway 16-34 Rehabilitation at Jack Brooks Regional Airport

CONTRACT DOCUMENTS TO BE SUBMITTED BY CONTRACTOR TO ENGINEER
1. Record drawings **2. Affidavit Form from Section J** **3. Payments to DBEs** **4. Release of Liens (upon receipt of final payment) Form from Section J** **5.**
An inspection of the Runway 16-34 Rehabilitation project was conducted on Wednesday, December 17, 2014. The following items will need to be addressed and verified complete prior to returning Runway 16-34 to service and completing the project:

WORK ITEMS TO BE CORRECTED OR COMPLETED	
Location	**Item to be corrected or completed**
Taxiway A	In-pavement thermoplastic runway marking "16"needs to be installed. *The pavement repairs and in-pavement thermoplastic marking for TW A will be evaluated during the warranty period. Deterioration of the pavement and/or in-pavement marking during this period will require removal and replacement.
Taxiway E	The remaining in-pavement runway marking "34-" needs to be painted.
Project Area	All loose glass beads/spheres will need to be vacuumed and removed so as to not create a Foreign Object Debris (FOD) issue.
Project Area	Any loose aggregate, joint sealant, etc. is also considered FOD and will need to be removed.
Runway 16-34	The white paint of the RW 16 threshold bars needs to be touched up to reflect a more consistent spray pattern. There are also a couple areas within the runway centerline stripes, immediately south of RW 12-30, that only contain a first-pass marking and will need to be touched-up to reflect both passes of paint in accordance with item P-620.
Runway 16-34	Some threshold bars on the west side of Runway 16 threshold contain distinct square patterns that will need to be touched-up to reflect a more consistent finish.
Runway 16-34	The damaged joint sealant of all joints affected by the removal of the existing pavement markings on concrete pavement needs to be replaced to prevent water intrusion.
Taxiway D	Yellow taxiway centerline/lead-in stripes onto RW 16-34 need to be installed.
Runway 16-34	The concrete edge replacement areas need to have the joints cleaned, backer rod installed, and joint sealed with the self-leveling silicone per the detail on Sheet C-102.
Runway 16-34	There is an additional quantity of embankment material needed to correct the rutting along the edge of pavement.
Runway 16-34	The survey marker/flag marking the centerline of the runway alignment located in the RW 34 RSA needs to be removed.
Taxiway F	The runway hold position marking on TW F needs to be extended approximately 20-feet either side to be complete. The extended marking shall follow the dimensions and detail as shown on Sheet M-101.

AGENDA ITEM **December 14, 2015**

Consider, possibly approve, execute, and receive and file a Terminal Lease Agreement between Jefferson County and American Airlines Inc., for space in the Commercial Terminal.

AIRLINE OPERATING AGREEMENT AND TERMINAL LEASE

THIS AIRLINE OPERATING AGREEMENT AND TERMINAL LEASE (this "Agreement") is made and entered into this 2nd day of March, 2015, effective, March 2, 2015 by and between JEFFERSON COUNTY TEXAS, a public body, hereinafter referred to as the "Lessor", and AMERICAN AIRLINES, INC., a foreign corporation organized under the laws of the State of Delaware and authorized to do business in the State of Texas hereinafter referred to as "Airline".

WITNESSETH:

WHEREAS, LESSOR has exclusive authority and power to operate the real property located in the County of Jefferson, State of Texas, known as the Jack Brooks Regional Airport (the "Airport"); and

WHEREAS, Airline is engaged in the business of transporting persons, property, cargo and mail by air; and

WHEREAS, LESSOR desires to lease terminal space to Airline and Airline desires to lease terminal space from LESSOR and obtain landing rights at the Airport; and

WHEREAS, LESSOR has the sole and exclusive authority to levy and collect all rentals, fees, and charges incidental to Airline's use of the Airport and its appurtenances.

NOW, THEREFORE, IN CONSIDERATION of the premises and the mutual covenants herein contained, and for other valuable consideration, the parties hereto agree as follows:

1. USE OF AIRPORT. Airline, its employees, passengers, guests, patrons, and invitees shall have the right to the use (in common with other duly authorized users) of the Airport and its appurtenances, together with all facilities, improvements, equipment, and services that have been or may hereafter be provided for common use at or in connection with the Airport, subject to the Rules and Regulations of Airport ("Rules and Regulations") which are not in conflict with this Agreement.

2. SPECIFIC RIGHTS OF AIRLINE AT THE AIRPORT. Airline shall have the right, in addition to all rights elsewhere granted in this Agreement, to use the Airport for each of the following purposes:

A. The carriage of persons, including all activities reasonably necessary to such operation hereafter referred to as Airline's "air transportation system".

B. The landing, taking off, flying over, taxiing, pushing, towing, loading, unloading, repairing, maintaining, conditioning, servicing, parking, storing, and testing of aircraft or other equipment of, or operated by Airline subject to the Rules and Regulations.

C. The sale of tickets, documentation of shipments, handling of reservations, and the loading and unloading of persons, property, cargo, and mail at the Airport by such motor vehicles or other means of conveyance as Airline may desire to use in the operation of its air transportation business. Any ground transportation commercial carrier shall first secure and thereafter hold a valid lease, license, or other agreement with LESSOR for the right to carry persons or their baggage to and from the Airport as LESSOR may set by agreements, ordinances, or Rules and Regulations.

D. The training at the Airport of persons and testing of aircraft and other equipment, such training and testing to be limited to that incidental to Airline's air transportation business at the Airport. Flight training shall be undertaken by Airline only to the extent permitted by, and subject to, the Rules and Regulations of Airport.

E. The purchase of Airline's requirements of personal property or services, including food, beverage, and other passenger supplies, and any other materials and supplies used by Airline from any person or company of Airline's choice for services to be performed for Airline that are incidental to the operation of the Airline's air transportation business.

F. The servicing by Airline, or by its suppliers of materials, or its furnishings of services, of

aircraft and other equipment operated by Airline or by other air transportation companies with which Airline has an applicable handling agreement, line maintenance, or other materials or supplies, at assigned aircraft parking positions or other locations designated by Airport's Airport Director ("Airport Director") except that nothing herein shall be deemed to grant others the right to do business on the Airport without prior agreement with LESSOR.

G. The installation, maintenance, and operation of identifying signs, posters, and graphics in the terminal or in Airline's leased premises, subject to the prior written approval of Airport Director.

H. The installation, maintenance, and operation of such radio, meteorological, radio communication, telephone, telefax, computers and other telecommunication devices and aerial navigation equipment and facilities at suitable locations on the Airport as may be necessary or convenient in the opinion of Airline for its operations; provided that, with respect to equipment placed in shared use or common use areas of the Airport, (1) the location of such equipment and facilities shall be subject to the prior written approval of the Airport Director; and (2) the use and location of such equipment and facilities shall not conflict with other similar equipment and facilities on the Airport.

I. The provision of baggage service in the Terminal Building.

3. AIRLINE RESPONSIBILITIES. In connection with the exercise of its rights under this Agreement, Airline:

A. Shall not knowingly do or permit to be done anything at or about the Airport that may interfere with the effectiveness or accessibility of the drainage and sewage system, water system, electrical system, heating system, natural gas, air conditioning system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, or other Airport systems installed or located on or within the premises of the Airport.

B. Airline will comply with any applicable environmental regulations affecting its operations as required by Jefferson County, the State of Texas or the federal government. Airline shall not conduct any maintenance or washing activities outside of an area designated by the Airport, with such area required to be designated by Airport so as to meet the operational needs of the Airline in a reasonable manner, and Airline will take all reasonable precautions to capture any spills and to keep the ramps free of discharges of hazardous chemicals or petroleum products. Airline shall not engage in any activity or conduct, including but not limited to the use, treatment, generation, transportation, processing, handling, disposal, production or storage of hazardous substances, or the use of solvents, lubricants, petroleum, degreasers, or other compounds, in such a manner as to create an unreasonable risk of contamination of the soil or ground or open waters or the emission of vapors or gases which constitute atmospheric pollutants, which creates or may create an unlawful, dangerous, injurious, or noxious condition or that violates the terms or conditions of the Airport's environmental permits. Airline shall become familiar with the requirements of Airport's spill protection plan and to maintain containment materials in close proximity to Airline's activities. The Lessor shall have the right to monitor Airline' s activities, whether in an exclusive use area or in a common use area, for compliance with Airport's Spill Prevention Control and Counter Measure Plan (SPCC) and Storm Water Plan. Within twenty four hours, Airline shall report deicing activities to Airport including the volume and type of deicing chemicals utilized by Airline engaged on behalf of Airline. If the airport office is closed, an email notification of deicing is sufficient. In the event of any discharge or spill of deicing chemicals to the environment, Airline shall notify the Airport Director promptly.

C. Airline recognizes Airport's required compliance with Transportation Security Administration Regulations concerning airport security. Airline agrees to cooperate and comply with such regulations and Airport's Airport Security Program (ASP) as it relates to its use of the Airport's public facilities. Airline shall take the necessary steps to prevent or deter unauthorized persons from obtaining access to the secured areas of the Airport. To the extent possible, Airline agrees to cooperate with LESSOR and/or any other air carrier in dealing with aircraft and emergencies at the Airport. In the event of an emergency Airline will fully cooperate with the Airport and assist in the implementation of the then current Airport Emergency Plan.

D. Airline shall not sell or dispense food or beverages at the Airport other than in its aircraft or to its customers in event of a flight delay. Airline may provide vending machines for employee use as long as such machines are not available to, or in sight of, the general public.

4. TERM. The term of this Agreement shall commence March 1, 2015 and terminate without further notice on February 28, 2017 unless sooner terminated as provided herein or unless extended by mutual agreement of the parties.

5. RENTALS AND FEES. The consideration that Airline agrees to provide LESSOR for leasing space under this Agreement is to:

A. provide air transportation to and from the Airport.

B. pay rentals and fees for the use of the premises, facilities, rights, licenses, services and privileges granted hereunder, according to the terms specified in attached Exhibit "A".

C. LESSOR reserves the right to revise its Passenger Facility Charge (PFC) and Landing Fees during the term of this Agreement in accordance with FAA guidelines, subject to the terms of Exhibit A attached hereto.

6. SCHEDULE. Airline agrees to schedule an aircraft to perform the air service between Dallas/Fort Worth International Airport ("DFW") and the Airport in both directions. Airline reserves the right to make all operational decisions regarding the air service, including, but not limited to, aircraft type and configuration, timing of arrival/departure, and frequency of service. LESSOR acknowledges that due to operating conditions, Airline may be required to publish available seating levels that are below total aircraft seating capacity due to weather or other conditions.

7. MAINTENANCE AND OPERATION OF AIRPORT FACILITIES. The LESSOR agrees that it will maintain the landing field, runways, aprons, taxiways, terminal building, and all appurtenant facilities connected therewith in good order and condition. The LESSOR agrees, except as herein otherwise provided, that it will, during the term of this lease, maintain and keep the Airport in a safe, workable, clean and sanitary condition and in good repair and free from obstruction. The LESSOR agrees to retain FAA Airport Certification and to keep, maintain and operate the Airport in such a manner as to render it suitable for use by Airline in its air transportation operations and other uses described in Article 2 of this Agreement and in accordance with all rules and regulations of the FAA. LESSOR reserves the right further to develop or improve the landing area and all publicly-owned air navigation facilities of the Airport. LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction.

8. TERMINAL BUILDING. Airline shall have the exclusive use of an area containing 284 square feet for ticket counter space and 614 square feet of office space located in the terminal building as identified on attached Exhibit "B" ("Leased Premises") for such uses as Airline finds necessary to the operation of its air transportation system. Such uses shall include the sale of tickets, manifesting of passengers and cargo, handling of mail, baggage and cargo, and the operation and communications office. Airline, its employees, passengers, guests, patrons and invitees shall also have the use, in common with others, of any public space now available in the Terminal Building, or which may hereafter be made available, including, but not limited to, waiting rooms, rest rooms and auto parking space adjacent to the Terminal Building. All passenger waiting rooms, rest rooms and other facilities in the Terminal Building shall be furnished and maintained by the LESSOR in a neat and sanitary condition for the non-exclusive use of Airline's passengers, invitees and employees. In the event a new terminal is constructed by Airport prior to expiration of this Agreement, the parties will determine and agree upon the location, terms and conditions of Airline's occupancy in the new terminal.

9. HEAT, AIR CONDITIONING, ELECTRICITY, WATER, SEWER, TELEPHONE AND JANITORIAL SERVICE. The LESSOR, at its own expense, shall furnish all heat, air conditioning, electricity, janitorial, water and sewer for the Terminal Building and will keep the public use premises in a neat, clean and sanitary condition. Airline shall furnish its telephone service and provide janitorial service for the Leased Premises.

10. INSURANCE. Airline shall maintain in full force and effect the forms of insurance set forth in this Article 10. All such insurance shall be evidenced by certificates of insurance naming LESSOR as an

additional insured satisfactory to LESSOR, evidencing coverage as required herein.

A. Aircraft liability and comprehensive form general liability insurance, covering bodily injury, property damage, and contractual liability with a liability limit of not less than $50,000,000.00 for Airlines operating aircraft, combined single limit per each occurrence for bodily injury and property damage liability in order to assure payment of damage occasioned by Airline's operations or activities into, upon, and leaving any part of the Airport.

B. If Airline provides hangar service for third parties, hangar keepers liability insurance in an amount adequate to cover any non-owned property in the care, custody, and control of Airline on the Airport, but in any event in an amount not less than $50,000,000.00.

C. Automobile liability insurance in an amount adequate to cover automobile insurance in, around, or at the Airport in an amount not less than $1,000,000.00 per person and $5,000,000.00 per occurrence.

D. Airline shall likewise maintain workers' compensation insurance, covering all its employees who may from time to time be on Airport premises in such capacity. Airline shall require each of its agents, licenses, subcontractors, and suppliers for the leased premises to maintain such workers' compensation insurance covering their employees coming on Airport premises in connection with Airline's operations hereunder. Upon request by LESSOR, Airline shall furnish LESSOR with evidence of such workers' compensation insurance in a form acceptable to LESSOR.

E. If any claim for damages is filed with Airline or if any lawsuit is instituted against Airline, Airline shall give prompt and timely notice thereof to LESSOR, provided that claims and lawsuits subject to such notice are only those that arise out of or are in any way connected with Airline's use of the leased premises or Airline's operations or activities in regard to the Airport and that in any way affect or might reasonably affect LESSOR.

F. If any claim for damages is filed with LESSOR or if any lawsuit is instituted against LESSOR, LESSOR shall give prompt and timely notice thereof to Airline, provided that claims and lawsuits subject to such notice are only those that arise out of or are in any way connected with the operation of the Airport by LESSOR and that in any way affect or might reasonably affect Airline.

11. WAIVER OF SUBROGATION. In the event that the Leased Premises or any part of the Airport shall be destroyed in whole or in part by any cause or causes covered by standard fire and extended coverage insurance forms, the Airline shall not be liable for or responsible to LESSOR or any insurer or insurers of LESSOR and the LESSOR shall not be liable for or responsible to Airline or any insurer or insurers of the Airline for and in respect of any such damage or destruction, and LESSOR hereby specifically waives any and all right of subrogation which its insurer or insurers may have against Airline for such losses, damages or destruction. The Airline hereby specifically waives any and all right of subrogation which its insurer or insurers may have against the LESSOR for such losses, damages or destruction of Airlines property and the Leased Premises, all notwithstanding the fact that the same is caused in whole or in part by the neglect acts or omissions of Airline or any of its officers, agents, employees, invitees or otherwise or by the neglect acts or omissions of LESSOR or any of its officers, agents, employees, invitees or otherwise.

12. INDEMNIFICATION. Airline agrees fully to indemnify, defend, and hold LESSOR harmless from and against all claims and actions (and all expenses incidental to the investigation and defense thereof) based on or arising out of damages or injuries or death to any person or property caused by or arising out of the use, occupancy, or operations of Airline at the Airport, to the extent caused by the negligent acts or omissions of the Airlines, its employees or agents. Airline shall not be liable for any injuries, death, damage, or loss to the extent that such injury, death, damage, or loss is caused by the fault or negligence of LESSOR, its agents, or employees. LESSOR shall give to Airline prompt and reasonable notice of any such claims or actions.

13. DAMAGE OR DESTRUCTION OF PREMISES. In the event the premises covered by this lease are wholly or partially destroyed or damaged so as to render the whole or a substantial part thereof unfit for occupancy or the use contemplated by this Agreement, and the same cannot be repaired with reasonable

diligence within one hundred twenty (120) days after the happening of such destruction or damage, then this lease, at the option of Airline shall cease and terminate as of the date of such destruction or damage. Upon such termination, the LESSOR shall repay to Airline any rents previously paid by Airline with respect to any period subsequent to the date of such termination, and Airline shall surrender possession of the premises to the LESSOR. If such destruction or damage can be repaired within one hundred twenty (120) days, the LESSOR shall forthwith repair the same with all reasonable diligence, and at its own expense (unless such damage was caused by the negligence or actions of Airline, its employees, and/or agents in which case the Airline shall repair the premises subject to the terms of Sections 10 and 11) and this lease shall continue in force and effect.

14. CANCELLATION BY LESSOR. LESSOR may cancel this Agreement upon giving Airline sixty (60) days written notice, upon or after the happening of any of the following events:

A. nonpayment of rent and fees to LESSOR by Airline after ten (10) days' notice to Airline of nonpayment;

B. the filing by Airline of a voluntary petition in bankruptcy, the adjudication of Airline as a bankruptcy pursuant to involuntary bankruptcy proceedings, or the appointment of a receiver of Airline's assets;

C. the abandonment by Airline of the conduct of air transportation at the Airport;

D. the default by Airline in the performance of any other covenants or agreements herein required to be performed by Airline (except as set forth above) and the failure of Airline to remedy such default for a period of thirty (30) days after receipt from LESSOR of written notice to remedy the same; provided, however, that no notice of cancellation, as above provided, shall be of any force or effect if Airline shall have remedied the default prior to receipt of LESSOR's notice of cancellation.

E. No waiver of default shall be construed to be or act as a waiver by LESSOR of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Airline.

15. CANCELLATION BY AIRLINE. Airline may cancel this Agreement after the happening of any one of the following events:

A. Issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of the Airport or any part thereof for Airport purposes;

B. The material breach by LESSOR of any of the covenants or agreements herein contained and the failure of LESSOR to remedy such breach for a period of sixty (60) days after receipt of a written notice of the existence of such breach;

C. The inability of Airline to use said premises and facilities continuing for a period in excess of sixty (60) days due to any deficiency of the Airport or unsafe condition for operating at the Airport;

D. The assumption by the United States Government, or any authorized agency thereof, of control of the Airport and facilities or any substantial part or parts thereof such that Airline is unable to fulfill its obligation to provide regularly scheduled air transportation to and from the Airport.

E. No waiver of default shall be construed to be or act as a waiver by Airline of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by County.

16. CARE AND SURRENDER OF PREMISES. Upon the expiration or other termination of this Agreement, Airline's authority to use the premises, rights and facilities herein granted shall cease, and Airline shall, upon such expiration or termination, promptly and in good condition, ordinary wear and tear excepted, surrender the same to the Airport. Except as otherwise provided in this article, all improvements, equipment and other property bought, installed, erected or placed by Airline in, on, or about the Airport shall be deemed to be personal and shall remain the property of Airline, and Airline shall have the right at any time during the term of this lease and prior to thirty (30) days after its expiration or

other termination to remove any or all of its property from the LESSOR; provided, Airline is not in default in its payments to the LESSOR hereunder and subject further to Airline's obligation to repair all damage, if any, resulting from such removal; and provided further, that if Airline fails to remove any such structures, fixtures, equipment and other property, they may be removed by the Airport at Airline's expense, or the LESSOR may, at its option, take title to these items or property in lieu of removal by or for Airline.

17. ASSIGNMENT AND SUBLEASE. Airline shall not assign this Agreement or any part hereof in any manner whatsoever or sublet the premises or any part thereof or any of the privileges recited herein without the prior written consent of the LESSOR. However, Airline shall have the right to assign all or any part of its rights and interests under this Agreement to any Affiliated Airline or to any successor to Airline's air transportation business through merger, consolidation, voluntary sale, or transfer of substantially all of its assets, and the consent of LESSOR thereto shall not be required, but due notice of any such assignment shall be given to the Airport Director within thirty (30) days after such assignment hereunder. No assignment, transfer, conveyance, sublease, or granting of a nonexclusive license by Airline shall relieve Airline of its responsibility for payment of rent and performance of all other obligations provided in this Agreement, without specific written consent of the LESSOR to such relief. As used in this Section 17, "Affiliated Airline" means (i) any wholly owned or majority-owned subsidiary of Airline; (ii) any regional airline operating under the name of the Airline or under the name of Airline's wholly owned subsidiary; (iii) any airline flying under its own livery, that is not selling any seats on flights to or from the Airport in its own name but only in the name of the Airline; (iv) any airline participating in a major marketing alliance with Airline; or (v) any airline having the same ultimate parent company as Airline.

18. COMPLIANCE WITH LAW. Airline shall not use the Airport or any part thereof, or knowingly permit the same to be used by any of its employees, officers, agents, invitees, or licensees, for any illegal purposes and shall, at all times during the term of this Agreement, comply with all applicable ordinances, laws, and Rules and Regulations of Airport and of any city, county, or state government or state agency or of the U.S. Government, and of any political division or subdivision or agency, city, or commission thereof that may have jurisdiction to pass laws or ordinances or to make and enforce rules and regulations with respect to the uses hereunder. It is understood that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to Airline.

19. NONDISCRIMINATION. Airline, as part of the consideration hereof and as a covenant running with this Agreement, hereby covenants and agrees that:

A. Airline shall provide services and shall use the premises in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as such regulations may be amended.

B. No person on the grounds of race, color, national origin, sex, physical handicap, or other classification protected under federal or state law shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

C. No person on the grounds of race, color, national origin, sex, physical handicap, or other classification protected under federal or state law shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of any improvements on, over, or under the leased premises and the furnishing of services thereon.

D. Airline shall furnish its accommodations and/or services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and it shall charge not unjustly discriminatory prices for each unit of service. Airline assures LESSOR that Airline will undertake an affirmative action program as required by FAA Regulations, Title 14, Code of Federal Regulations, Part 152, Subpart E, entitled "Nondiscrimination in Airport Aid Programs, "or otherwise approved by the FAA, to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, physical handicap, or other classification protected under federal or state law be excluded from participation in any employment activities covered in such Subpart E. Airline further assures LESSOR that no person shall be excluded on such grounds from participating in any employment activities covered in such Subpart E. Airline further assures LESSOR that it will require that its

covered subcontractors provide assurances to Airline that they similarly will undertake affirmative action programs and that they will require assurances from their subcontractors, as required by Title 14, Code of Federal Regulations, Part 152, Subpart E, to the same effect.

E. Airline covenants and agrees that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in the performance of this Agreement on the grounds of race, color, national origin or sex, as provided in Part 23 of Title 49 of the Code of Federal Regulations entitled "Participation by Minority Business Enterprises in Department of Transportation Programs".

F. In the event of a breach by Airline of any of the assurances or covenants in this Article 19 which are not cured by Airline within ten (10) days after receipt of written notice from LESSOR, LESSOR shall have the right to terminate this Agreement, and to reenter and repossess any leased facilities hereunder, and to hold the same as if this Agreement had never been made or issued, but not without the express prior concurrence or direction of the U.S. Department of Transportation or the FAA following suitable review, if any, of such breach and affording Airline a reasonable opportunity to rectify the same.

G. Airline and the LESSOR agree to each fulfill its obligations for handicapped access as required by law. The parties, in assessing their responsibility, shall allocate the responsibilities pursuant to the regulations consistent with the allocation of responsibilities otherwise set forth in this Lease Agreement. In the event the parties cannot agree as to their respective obligations pursuant to said regulation, the parties agree to seek the assistance of the FAA in interpreting and applying the applicable regulations.

20. NONINTERFERENCE WITH OPERATION OF THE AIRPORT. Airline, by accepting this Agreement, expressly agrees for itself, its successors, and assigns that it will not make use of the leased premises in any manner that might improperly interfere with the landing and taking off of aircraft at the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, upon reasonable notice to Airline and opportunity to cure, LESSOR reserves the right to abate such interference as may be appropriate at the expense of Airline. LESSOR shall maintain and keep in repair the Airport landing areas, including taxiways, and shall have the right to direct and control all activities of Airline in this regard.

21. SEVERABILITY. If one or more clauses, sections, or provisions of this Agreement shall be held to be unlawful, invalid, or unenforceable, it is agreed that the remainder of the Agreement shall not be affected thereby.

22. QUIET ENJOYMENT. Airline shall, upon payment of the rentals and fees herein required, and subject to performance and compliance by Airline of the covenants, conditions, and agreements on the part of Airline to be performed and complied with hereunder, peaceably have and enjoy the rights, uses, and privileges of the Airport, its appurtenance, and facilities as granted hereby and by the Rules and Regulations.

23. TAXES.

A. Airline shall pay, but such payment shall not be considered part of Airport Revenue, all taxes (including any possessory interest tax), assessments, and charges of a like nature, if any, which at any time during the term of this Agreement may be levied against Airline or become a lien by virtue of any levy, assessment, or charge against Airline by the federal government, the State of Texas, or, to the extent having competent jurisdiction, or any other tax assessment levying bodies, any municipal corporation, any local government entity, any government successor in authority to the foregoing, or any other tax or assessment levying bodies, in whole or in part, upon or in respect to any of the space leased under this Agreement or such facilities of the Airport as are made available for use by Airline hereunder, or upon or in respect to any personal property belonging to Airline situated on the space leased under this Agreement. Payment of such taxes, assessments, and charges, when and if levied or assessed, shall be made by Airline directly to the taxing or assessing authority charged with collection thereof.

B. Airline may, at its own expense, contest the amount or validity of any tax or assessment, or

the inclusion of the space leased under this Agreement as taxable or assessable property, directly against the taxing or assessing authority. Airline shall indemnify LESSOR from all taxes, penalties, costs, expenses, and attorneys' fees incurred by LESSOR resulting directly or indirectly from all such tax contests.

C. On any termination of this Agreement, all lawful taxes then levied or a lien upon any such property or taxable interest therein shall be paid in full by Airline forthwith, or as soon as a statement thereof has been issued by the tax collector if termination occurs during the interval between attachment of the lien and issuance of a statement.

24. SUBORDINATION TO AGREEMENTS WITH THE U.S. GOVERNMENT. This Agreement is subject and subordinate to the provisions of any agreements heretofore or hereafter made between LESSOR and the United States, relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to LESSOR for Airport purposes, or to the expenditure of federal funds for the improvement or development of the Airport, including the expenditure of federal funds for the development of the Airport.

A. In the event that the FAA requires, as a condition precedent to the granting of funds for the improvement of the Airport, modifications or changes to this Agreement, Airline agrees to consent to such reasonable amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required to enable LESSOR to obtain such grant of funds, provided that in no event shall such changes impair the rights of Airline hereunder.

25. HOLDING OVER. If Airline remains in possession of the leased premises after the expiration of this Agreement without any written renewal thereof, such holding over shall not be deemed as a renewal or extension of this Agreement, but shall create only a tenancy from month to month that may be terminated at any time by either party upon thirty (30) days written notice. Such holding over shall otherwise be upon the same terms and conditions as set forth in this Agreement.

26. CONSENT NOT TO BE UNREASONABLY WITHHELD. Whenever consent or approval is required herein by either LESSOR (including without limitation, by Airport Director), or Airline, such consent or approval is not to be unreasonably withheld or delayed.

27. AUTHORITY OF AIRPORT DIRECTOR. All rights and obligations of LESSOR under this Agreement may be exercised by the Airport Director or designee, unless specifically provided otherwise or required by law.

28. AMENDMENTS. This Agreement may be amended in whole or in part without further consideration upon mutual written consent of both parties.

29. PUBLIC ADDRESS SYSTEM. Airline agrees that the use of Airport's public address, voice, and data communication system will be in accordance with Airport's public address system policy. Airline shall not install, cause to be installed, or use any other such system at the Terminal Building without the prior written approval of the Airport Director.

30. EMPLOYEES OF AIRLINE. Airline shall require all of its employees, subcontractors, or independent contractors hired by Airline working in view of the public and about the Terminal Building to wear clean and neat attire and to display appropriate identification in accordance with the Airport Security Plan. Airline will also require all of its employees servicing the public at the Airport to be polite, courteous, and helpful to the public.

31. REMOVAL OF DISABLED AIRCRAFT. If applicable, upon release by agencies or authorities with competent jurisdiction including, but not limited to the NTSB, the DOT, or the FAA, Airline shall promptly remove any of its disabled aircraft from any part of the Airport (including, without limitation, runways, taxiways, aprons, and aircraft parking positions) and place any such disabled aircraft in such storage areas as may be designated by LESSOR. Airline may store such disabled aircraft only for such length of time and on such terms and conditions as may be reasonably established by LESSOR under the circumstances. If Airline fails to remove any of its disabled aircraft in accordance with terms and conditions established by LESSOR pursuant to the foregoing sentence, LESSOR may, but shall not be obligated to, cause the removal of such disabled aircraft, provided, however, the obligation to remove or

store such disabled aircraft shall be consistent with federal laws and regulations including those of the FAA and the National Transportation Safety Board (NTSB) and Airline agrees to reimburse LESSOR for all costs of such removal, and Airline further hereby releases LESSOR from any and all claims for damage to the disabled aircraft or otherwise arising from or in any way connected with such removal by LESSOR, except to the extent caused by the gross negligence or willful misconduct of LESSOR, its agents, or its employees.

32. LICENSES, FEES AND PERMITS. Airline shall obtain and pay for all licenses, fees, permits, or other authorization or charges as required under federal, State, or local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

33. PRUDENT OPERATOR. LESSOR agrees to operate the Airport in a prudent manner consistent with its statutory obligations.

34. NATIONAL EMERGENCY. This Agreement and all the provisions hereof shall be subject to whatever right the U.S. Government now has, or in the future may have or acquire, affecting the control, operation, regulation, and taking over of said Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.

35. REPRESENTATIONS AND WARRANTIES. LESSOR represents and warrants to Airline that on the date hereof, the airport and the leased premises are in good condition and that all mechanical systems are operable. Nothing contained in this agreement shall be deemed to create the relationship of principal and agent or of partnership or joint venture or any relationship between LESSOR and Airline. This Agreement and all disputes arising hereunder shall be governed by the laws of the State of Texas.

36. OTHER. Except as provided for under the conditions of an approved Air Service Development Program, the LESSOR shall not enter into a lease, contract, or any other agreement with any other air carrier containing different terms than are in this agreement. Any scheduled air carrier will be required to lease counter and existing office space sufficient to support their operation or sublease from existing air carrier. The foregoing notwithstanding, the LESSOR may offer alternate terms to a carrier operating as a public charter under 14 CFR Chapter II, Subchapter D, Part 380 so long as such charters operate less than once per week.

37. NOTICES. All notice required to be given to the Airport shall be given by certified mail as follows:

To the Jack Brooks Regional Airport at:

Attention: Airport Director
6000 Jerry Ware Drive
Beaumont, TX 77705

To Airline at:
VP CRE
American Airlines
4333 Amon Carter Blvd MD 5317
Ft Worth, TX 76155

or at such other place as either party may from time to time designate in writing to the other.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LESSOR:

BY: _____
Jeff Branick
Jefferson County – County Judge

ATTEST:

BY: _____
Carolyn Guidry
Jefferson County – County Clerk

LESSEE:

BY: _____
Authorized Airline Personnel

Christopher J. Collison
Director Real Estate

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

EXHIBIT "A"

RENTALS AND FEES

Airline agrees to pay to LESSOR and LESSOR agrees to accept from Airline for the use of the facilities, rights, licenses, services and privileges granted hereunder, monthly rentals and fees as noted herein.

1. TERMINAL RENTALS: Effective, March 1, 2015 and for the term hereof, Airline shall pay to LESSOR:

A. For the exclusive use of 284 square feet of ticket counter space and 614 square feet of back office space at the rate of $12,796.50 per year payable monthly commencing June 1, 2015 at the monthly rate of $1,066.38. In the event that a new passenger terminal building is constructed during the term of this Agreement, rental rates will be renegotiated.

B. The Airport will make available, 753 square feet of "Media Room" for the Airline to use for purposes of training, meetings, or other approved uses. Airline will contact the Airport Administration office ahead of scheduled event, as not to conflict with other scheduled events, and notify Airport of date, time, duration, and purpose of room needs. This room will be provided free of charge.

2. LANDING FEES: The Airline shall pay to LESSOR landing fees computed on a monthly basis at the following rates based upon FAA maximum certified gross landing weight for each aircraft as follows: Seventy Two Cents ($0.72) per one thousand pounds.

A. Landing fees will be calculated weekly and shall be billed monthly from date of commencement of air service.

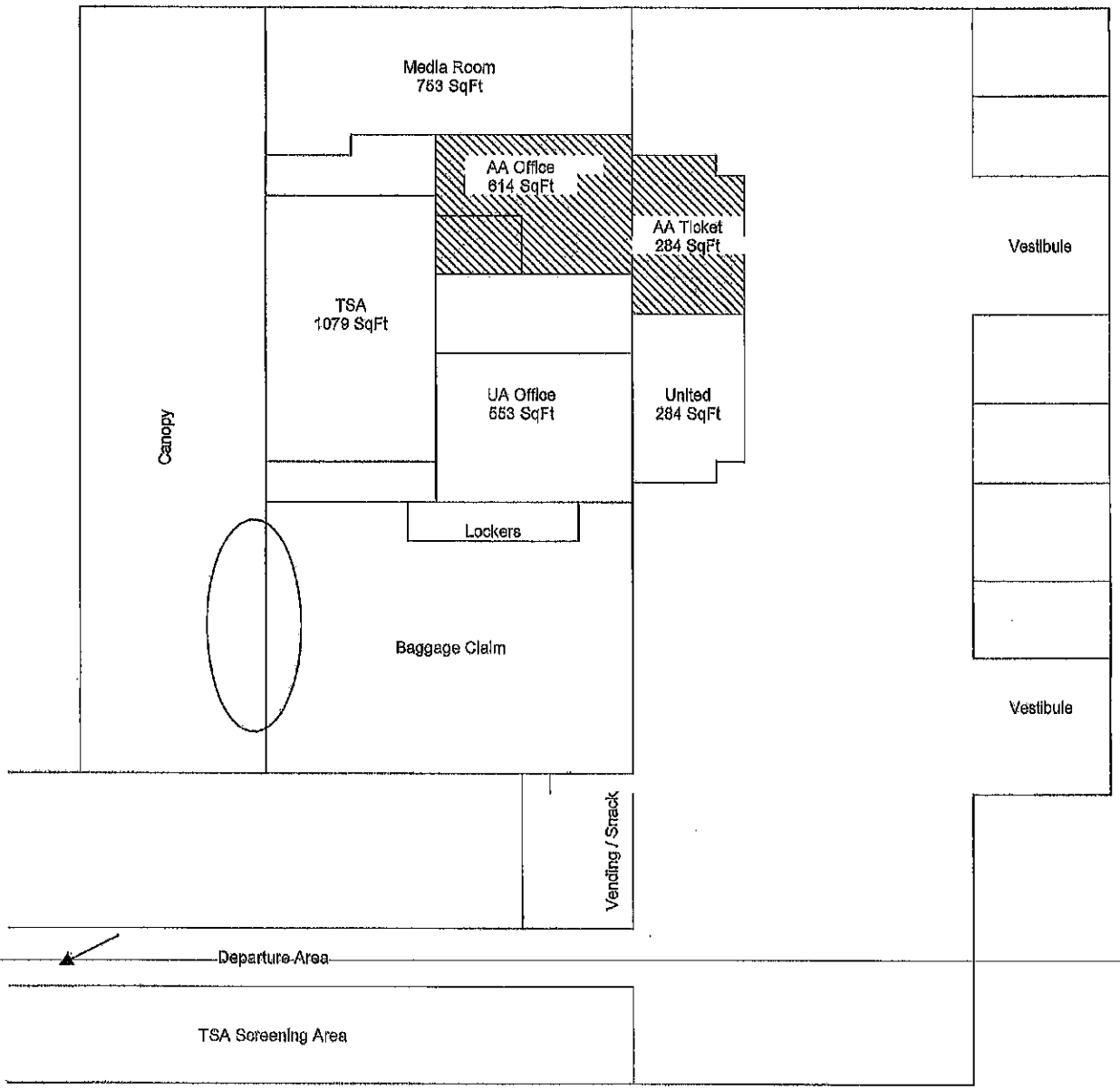
B. Airline shall furnish to LESSOR on or before the tenth (10th) day of each following month an accurate report, on forms acceptable to the Airport Director, of Airline's operations at the Airport during the preceding month. Said report shall include, but shall not be limited to: (1) Airline's total number of Aircraft Arrivals, by type of aircraft and Maximum Gross Landing Weight of each type of aircraft; (2) the total number of Enplaned and Deplaned Passengers; and (3) the total weight of freight, mail, and other cargo for such month. Airport shall transmit to Airline an invoice for Landing Fees confirming the amount incurred during said month. The acceptance by LESSOR of any payment made by Airline shall not preclude LESSOR from verifying the accuracy of Airline's report submitted to Airport or from recovering any additional payment actually due from Airline. Airline agrees to pay all amounts due within thirty (30) days of invoice.

3. PAYMENT: Monthly rent is due and payable on the first day of each month. Fees and charges shall be paid within thirty (30) days from receipt of invoice.

4. PASSENGER FACILITY CHARGES: Except as provided in this Section 4, nothing in this Agreement shall prevent LESSOR from imposing or revising a Passenger Facility Charge ("PFC") for the use by LESSOR as permitted by law. The current PFC is $4.50. Airline agrees to use commercially reasonable efforts to cooperate with LESSOR in the collection of the PFC. Prior to imposing or revising any PFC charges for the Airport, LESSOR shall (a) provide the Airline with a proposed schedule of the PFC rate at least ninety (90) days prior to adoption by the LESSOR, and (b) to provide the Airline with an opportunity to make recommendations for changes to the proposed rate schedule prior to adoption by the LESSOR which recommendations LESSOR shall reasonably take into account in adopting such revised rate schedule.

EXHIBIT "B"

LEASED PREMISES



**Note: Above diagram not to scale.

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
JEFFERSON CTY. TAX DEPARTMENT	1,975.41	415189	
TRI-CITY COFFEE SERVICE	35.15	415239	
			2,010.56**
ROAD & BRIDGE PCT.#1			
APAC, INC. - TROTTI & THOMSOM	901.63	415141	
CARQUEST AUTO PARTS # 96	7.52	415154	
ENTERGY	627.76	415178	
JEFFERSON CTY. TAX DEPARTMENT	4,299.39	415189	
M&D SUPPLY	167.46	415195	
MUNRO'S	67.00	415200	
SOUTHEAST TEXAS WATER	14.00	415225	
STAR GRAPHICS SHARP	30.12	415232	
SOUTHERN TIRE MART, LLC	323.88	415249	
UNITED STATES POSTAL SERVICE	2.36	415267	
UNITED RENTALS	1,350.00	415295	
BELT SOURCE	46.82	415303	
SAM'S CLUB DIRECT	30.00	415367	
ASCO	5,083.68	415376	
REPUBLIC SERVICES	45.00	415424	
			12,996.62**
ROAD & BRIDGE PCT.#2			
APAC, INC. - TROTTI & THOMSOM	786.60	415141	
APPLIED INDUSTRIAL TECH	68.06	415149	
CHEMAX CORP.	319.20	415155	
ENTERGY	570.21	415178	
JEFFERSON CTY. TAX DEPARTMENT	3,965.00	415189	
KAY ELECTRONICS, INC.	165.75	415194	
MUNRO'S	18.45	415200	
RITTER @ HOME	201.57	415211	
SHERWIN-WILLIAMS	48.66	415223	
STAR GRAPHICS SHARP	42.71	415232	
SUPERIOR SUPPLY & STEEL	136.00	415259	
FIRETROL PROTECTION SYSTEMS, INC.	282.25	415327	
SILSBEE FORD INC	26,028.05	415385	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	103.90	415412	
MARTIN MARIEETA MATERIALS	291.00	415417	
REPUBLIC SERVICES	72.60	415424	
			33,100.01**
ROAD & BRIDGE PCT. # 3			
HILO / O'REILLY AUTO PARTS	134.64	415132	
FARM & HOME SUPPLY	4.76	415170	
GULF COAST AUTOMOTIVE, INC.	184.24	415176	
ENTERGY	264.85	415178	
JEFFERSON CTY. TAX DEPARTMENT	3,582.83	415189	
JERRY'S AUTOMOTIVE	59.50	415192	
MUNRO'S	18.23	415200	
PHILPOTT MOTORS, INC.	10.64	415209	
STAR GRAPHICS SHARP	63.56	415232	
TRI-CON, INC.	1,618.96	415238	
ZEE MEDICAL SERVICE	209.08	415246	
LANSDOWNE-MOODY CO	106.52	415304	
WINDSTREAM	47.11	415305	
BILL WILLIAMS	200.00	415312	
C & I OIL COMPANY INC	929.12	415326	
SAM'S CLUB DIRECT	45.00	415367	
ADVANCE AUTO PARTS	53.72	415373	
HAMSHIRE GULF	80.00	415400	
			7,612.76**
ROAD & BRIDGE PCT.#4			
APAC, INC. - TROTTI & THOMSOM	2,511.27	415141	
ENTERGY	12.97	415178	
JEFFERSON CTY. TAX DEPARTMENT	4,625.56	415189	
KAY ELECTRONICS, INC.	155.00	415194	
MUNRO'S	59.25	415200	
OFFICE DEPOT	13.79	415204	
OIL CITY TRACTORS, INC.	29.25	415205	
SMART'S TRUCK & TRAILER, INC.	571.59	415224	

NAME	AMOUNT	CHECK NO.	TOTAL
VULCAN INC	696.92	415279	
EVERETT D ALFRED	400.00	415281	
BEAUMONT FREIGHTLINER STERLING	89.12	415296	
ON TIME TIRE	85.00	415362	
SAM'S CLUB DIRECT	45.00	415367	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	129.75	415388	
GCR TIRES & SERVICE	22.95	415399	
REPUBLIC SERVICES	72.60	415424	
			9,520.02**
ENGINEERING FUND			
JEFFERSON CTY. TAX DEPARTMENT	6,934.17	415189	
STAR GRAPHICS SHARP	43.25	415232	
			6,977.42**
PARKS & RECREATION			
CITY OF PORT ARTHUR - WATER DEPT.	73.40	415158	
ENTERGY	1,345.90	415178	
JEFFERSON CTY. TAX DEPARTMENT	1,001.63	415189	
AT&T	28.99	415229	
			2,449.92**
GENERAL FUND			
JEFFERSON CTY. TAX DEPARTMENT	571,950.67	415189	
			571,950.67*
TAX OFFICE			
SOUTHEAST TEXAS WATER	104.50	415225	
AT&T	103.44	415229	
STAR GRAPHICS SHARP	208.10	415232	
UNITED STATES POSTAL SERVICE	2,153.97	415267	
UNITED STATES POSTAL SERVICE	18.25	415268	
			2,588.26*
COUNTY HUMAN RESOURCES			
AMERICAN ASSOCIATION OF NOTARIES	85.94	415143	
STAR GRAPHICS SHARP	43.25	415232	
UNITED STATES POSTAL SERVICE	3.23	415267	
			132.42*
AUDITOR'S OFFICE			
SOUTHEAST TEXAS WATER	89.85	415226	
STAR GRAPHICS SHARP	60.94	415232	
UNITED STATES POSTAL SERVICE	17.66	415267	
			168.45*
COUNTY CLERK			
OFFICE DEPOT	127.95	415204	
ULINE SHIPPING SUPPLY SPECIALI	31.81	415240	
XEROX CORPORATION	1,010.86	415245	
UNITED STATES POSTAL SERVICE	320.33	415267	
UNITED STATES POSTAL SERVICE	38.57	415268	
SAM'S CLUB DIRECT	15.00	415367	
			1,544.52*
COUNTY JUDGE			
CHEROKEE COUNTY CLERK	2,957.00	415166	
TRAVIS EVANS	500.00	415169	
STAR GRAPHICS SHARP	43.25	415232	
UNITED STATES POSTAL SERVICE	16.02	415267	
J.T. HAYNES	1,000.00	415302	
GRACE NICHOLS	1,600.00	415328	
HARVEY L WARREN III	2,000.00	415337	
THOMSON REUTERS-WEST	114.00	415378	
DANE DENNISON	500.00	415395	
SARAH FRASHER	500.00	415403	
			9,230.27*
RISK MANAGEMENT			
STAR GRAPHICS SHARP	31.78	415232	
UNITED STATES POSTAL SERVICE	14.63	415267	
			46.41*
COUNTY TREASURER			

NAME	AMOUNT	CHECK NO.	TOTAL
STAR GRAPHICS SHARP	43.25	415232	
TAC - TEXAS ASSN. OF COUNTIES	180.00	415234	
UNITED STATES POSTAL SERVICE	161.59	415267	
LEXISNEXIS- ACCURINT	120.00	415334	
			504.84*
PRINTING DEPARTMENT			
STAR GRAPHICS SHARP	314.11	415232	
			314.11*
PURCHASING DEPARTMENT			
STAR GRAPHICS SHARP	43.25	415232	
UNITED STATES POSTAL SERVICE	8.13	415267	
SAM'S CLUB DIRECT	45.00	415367	
			96.38*
GENERAL SERVICES			
B&L MAIL PRESORT SERVICE	1,640.11	415145	
JEFFERSON CTY. APPRAISAL DISTRICT	204,650.77	415190	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	415236	
INTERFACE EAP	1,712.70	415248	
VERIZON WIRELESS	303.92	415262	
LEXISNEXIS- ACCURINT	246.00	415334	
SAM'S CLUB DIRECT	140.34	415366	
DYNAMEX INC	117.23	415384	
COLIN'S KITCHEN LLC	97.40	415419	
			211,608.47*
DATA PROCESSING			
OFFICE DEPOT	58.84	415204	
STAR GRAPHICS SHARP	60.94	415232	
CDW COMPUTER CENTERS, INC.	250.48	415254	
LEXISNEXIS- ACCURINT	240.00	415334	
			610.26*
VOTERS REGISTRATION DEPT			
STAR GRAPHICS SHARP	30.12	415232	
UNITED STATES POSTAL SERVICE	394.79	415267	
			424.91*
ELECTIONS DEPARTMENT			
HART INTER CIVIC	65,030.00	415184	
OFFICE DEPOT	9.34	415204	
STAR GRAPHICS SHARP	30.12	415232	
UNITED STATES POSTAL SERVICE	12.40	415267	
			65,081.86*
DISTRICT ATTORNEY			
STAR GRAPHICS SHARP	261.30	415232	
UNITED STATES POSTAL SERVICE	218.58	415267	
UNITED STATES POSTAL SERVICE	2.30	415268	
LEXISNEXIS- ACCURINT	480.00	415334	
			962.18*
DISTRICT CLERK			
STAR GRAPHICS SHARP	51.52	415232	
UNITED STATES POSTAL SERVICE	241.85	415267	
			293.37*
CRIMINAL DISTRICT COURT			
GAYLYN COOPER	600.00	415133	
DAVID GROVE	600.00	415134	
DONALD W. DUESLER & ASSOC.	8,750.00	415168	
EDWARD B. GRIPON, M.D., P.A.	2,380.00	415175	
OFFICE DEPOT	312.89	415204	
STAR GRAPHICS SHARP	31.78	415232	
RENE MULHOLLAND	1,324.05	415241	
KEVIN S. LAINE	600.00	415252	
JOHN D WEST	800.00	415260	
LANGSTON ADAMS	3,700.00	415277	
RYAN GERTZ	800.00	415335	
JAMES R. MAKIN, P.C.	1,207.50	415348	
C. HADEN CRIBBS JR., PC	8,750.00	415358	
			29,856.22*
58TH DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
STAR GRAPHICS SHARP	31.78	415232	
			31.78*
60TH DISTRICT COURT			
STAR GRAPHICS SHARP	30.12	415232	
			30.12*
136TH DISTRICT COURT			
STAR GRAPHICS SHARP	30.12	415232	
UNITED STATES POSTAL SERVICE	1.25	415267	
LEXIS-NEXIS	57.00	415269	
			88.37*
172ND DISTRICT COURT			
STAR GRAPHICS SHARP	31.78	415232	
LEXIS-NEXIS	56.00	415269	
			87.78*
252ND DISTRICT COURT			
GAYLYN COOPER	3,800.00	415133	
DAVID GROVE	250.00	415134	
DOUGLAS M. BARLOW, ATTORNEY AT LAW	25,247.02	415148	
EDWARD B. GRIPON, M.D., P.A.	595.00	415175	
TERRENCE HOLMES	900.00	415187	
OFFICE DEPOT	531.64	415204	
BRACK JONES JR.	5,833.33	415250	
KEVIN S. LAINE	1,400.00	415252	
UNITED STATES POSTAL SERVICE	175.18	415267	
LEXIS-NEXIS	56.00	415269	
JOEL WEBB VAZQUEZ	200.00	415288	
RYAN GERTZ	3,517.45	415335	
ALLEN PARKER	5,833.33	415336	
JAMES R. MAKIN, P.C.	350.00	415348	
SOUTHEAST TEXAS PSYCHIATRY PA	595.00	415353	
SAMUEL & SON LAW FIRM PLLC	800.00	415401	
SAMUEL & SON LAW FIRM PLLC	5,833.33	415402	
			55,917.28*
279TH DISTRICT COURT			
JIMMY D. HAMM	325.00	415183	
MARVA PROVO	500.00	415210	
KEVIN PAULA SEKALY PC	325.00	415218	
LEXIS-NEXIS	56.00	415269	
JOEL WEBB VAZQUEZ	650.00	415288	
ANGELA L MORMAN	270.00	415315	
			2,126.00*
317TH DISTRICT COURT			
GAYLYN COOPER	1,050.00	415133	
STAR GRAPHICS SHARP	31.78	415232	
LEXIS-NEXIS	56.00	415269	
JUDY PAASCH	2,323.90	415291	
			3,461.68*
JUSTICE COURT-PCT 1 PL 1			
STAR GRAPHICS SHARP	51.32	415232	
UNITED STATES POSTAL SERVICE	41.65	415267	
LEXISNEXIS- ACCURINT	120.00	415334	
			212.97*
JUSTICE COURT-PCT 1 PL 2			
STAR GRAPHICS SHARP	30.12	415232	
LEXISNEXIS- ACCURINT	120.00	415334	
			150.12*
JUSTICE COURT-PCT 2			
LEXISNEXIS- ACCURINT	120.00	415334	
			120.00*
JUSTICE COURT-PCT 4			
STAR GRAPHICS SHARP	42.71	415232	
LEXISNEXIS- ACCURINT	120.00	415334	
			162.71*
JUSTICE COURT-PCT 6			

NAME	AMOUNT	CHECK NO.	TOTAL
STAR GRAPHICS SHARP	30.12	415232	
UNITED STATES POSTAL SERVICE	33.95	415267	
LEXISNEXIS- ACCURINT	120.00	415334	
			184.07*
JUSTICE COURT-PCT 7			
LEXISNEXIS- ACCURINT	120.00	415334	
			120.00*
JUSTICE OF PEACE PCT. 8			
TEXAS STATE UNIVERSITY SAN MARS	150.00	415228	
UNITED STATES POSTAL SERVICE	251.28	415268	
LEXISNEXIS- ACCURINT	120.00	415334	
THOMSON REUTERS-WEST	276.00	415378	
			797.28*
COUNTY COURT AT LAW NO.1			
OFFICE DEPOT	50.15	415204	
STAR GRAPHICS SHARP	30.12	415232	
			80.27*
COUNTY COURT AT LAW NO. 2			
GAYLYN COOPER	250.00	415133	
OFFICE DEPOT	55.88	415204	
KEVIN S. LAINE	300.00	415252	
CHARLES ROJAS	250.00	415256	
JOHN D WEST	500.00	415260	
UNITED STATES POSTAL SERVICE	24.68	415267	
DANIEL CLAYTON	625.00	415271	
JOEL WEBB VAZQUEZ	500.00	415288	
LEXISNEXIS- ACCURINT	60.00	415334	
RYAN GERTZ	250.00	415335	
JAMES R. MAKIN, P.C.	250.00	415348	
DANE DENNISON	250.00	415395	
JARED GILTHORPE	250.00	415396	
SAMUEL & SON LAW FIRM PLLC	800.00	415401	
AMY TOMLINSON	250.00	415422	
			4,615.56*
COUNTY COURT AT LAW NO. 3			
GAYLYN COOPER	250.00	415133	
THOMAS J. BURBANK, P.C.	250.00	415153	
BRUCE W. COBB	250.00	415162	
EDWARD B. GRIPON, M.D., P.A.	595.00	415175	
JOHN D WEST	250.00	415260	
UNITED STATES POSTAL SERVICE	16.78	415267	
LEXISNEXIS- ACCURINT	60.00	415334	
			1,671.78*
COURT MASTER			
STAR GRAPHICS SHARP	42.71	415232	
UNITED STATES POSTAL SERVICE	3.22	415267	
LEXIS-NEXIS	56.00	415269	
			101.93*
MEDIATION CENTER			
BEAUMONT TROPHIES	579.30	415150	
OFFICE DEPOT	47.48	415204	
SOUTHEAST TEXAS WATER	36.75	415225	
STAR GRAPHICS SHARP	30.12	415232	
UNITED STATES POSTAL SERVICE	6.24	415267	
TAMMY BOOKER	6.90	415370	
			706.79*
COMMUNITY SUPERVISION			
STAR GRAPHICS SHARP	136.39	415232	
			136.39*
SHERIFF'S DEPARTMENT			
CHEMAX CORP.	139.60	415155	
COCOMO JOE'S	515.50	415163	
COTTON CARGO	135.00	415165	
ENTERGY	792.46	415178	

NAME	AMOUNT	CHECK NO.	TOTAL
CASH ADVANCE ACCOUNT	1,749.32	415191	
OFFICE DEPOT	4,767.55	415204	
AT&T	31.84	415229	
STAR GRAPHICS SHARP	279.27	415232	
UNITED STATES POSTAL SERVICE	228.60	415267	
EVIDENT CRIME SCENE PRODUCTS	634.00	415280	
BLUE BOOK	71.95	415284	
XM SATELLITE RADIO	1,208.71	415297	
MITSUBISHI HEAVY INDUSTRIES AMERICA	175.00	415301	
COBAN TECHNOLOGIES INC	5,294.00	415349	
PDR DISTRIBUTION LLC	59.95	415355	
CHASE ELECTRONICS	4,430.00	415356	
SAM'S CLUB DIRECT	15.00	415367	
INFOGROUP	1,560.00	415372	
CRAIG TURNER	64.93	415379	
SILSBEE FORD INC	2,028.56	415385	
GOLD COAST ARMORY LLC	33,940.80	415404	
REPUBLIC SERVICES	45.00	415424	
CODY SCHNEITER	100.00	415428	
ERIK BOMAN	600.00	415429	
			58,867.04*
CRIME LABORATORY			
FED EX	153.75	415171	
FISHER SCIENTIFIC	168.23	415172	
HENRY SCHEIN, INC.	602.06	415215	
SEROLOGICAL RESEARCH INSTITUTE	42.17	415219	
STAR GRAPHICS SHARP	42.71	415232	
ASCLD / LAB, INC.	140.00	415253	
SPECTRUM LABORATORY PRODUCTS	214.89	415278	
SIRCHIE FINGER PRINT LABORATORIES	337.57	415347	
			1,701.38*
JAIL - NO. 2			
AMERICAN CORRECTIONAL ASSOCIATION	140.00	415136	
SOUTHERN COMPUTER WAREHOUSE	657.08	415139	
BOB BARKER CO., INC.	380.04	415147	
CITY OF BEAUMONT - WATER DEPT.	16.00	415157	
W.W. GRAINGER, INC.	878.21	415174	
ENTERGY	318.67	415178	
HERNANDEZ OFFICE SUPPLY, INC.	2,064.28	415185	
JOHNSON SUPPLY	1,715.28	415193	
M&D SUPPLY	228.09	415195	
MOORE SUPPLY, INC.	106.79	415199	
OFFICE DEPOT	329.38	415204	
PETTY CASH - SHERIFF'S OFFICE	156.00	415208	
RALPH'S INDUSTRIAL ELECTRONICS	29.78	415212	
SANITARY SUPPLY, INC.	4,054.46	415214	
SHERIFF'S ASSOCIATION OF TEXAS	75.00	415222	
SHERWIN-WILLIAMS	2,141.77	415223	
STAR GRAPHICS SHARP	522.75	415232	
TEXAS DEPT OF LICENSING &	40.00	415237	
WHOLESALE ELECTRIC SUPPLY CO.	127.70	415243	
UNITED COMMUNICATIONS, INC.	4,493.00	415258	
LOWE'S HOME CENTERS, INC.	160.05	415274	
CODE BLUE	393.00	415287	
C S & A - FRANKLIN	9,157.00	415289	
BELT SOURCE	46.14	415303	
WORLD FUEL SERVICES	1,563.46	415333	
FIVE STAR CORRECTIONAL SERVICE	51,279.46	415339	
3 L PRINTING	25.00	415341	
ORALINE INC	6,050.00	415342	
SURVEILLANCE VIDEO.COM	982.72	415352	
SUMMIT ELECTRIC SUPPLY	90.14	415371	
CONMED INC	269,443.20	415374	
MATERA PAPER COMPANY INC	2,134.11	415377	
THOMSON REUTERS-WEST	4,085.53	415378	
FROGWASH PRESSURE WASHING	800.00	415380	
CLEAR HANDBAGS & MORE	400.00	415413	
LONE STAR UNIFORMS	535.45	415420	
REPUBLIC SERVICES	4,540.00	415424	
			370,159.54*
JUVENILE PROBATION DEPT.			

NAME	AMOUNT	CHECK NO.	TOTAL
HERNANDEZ OFFICE SUPPLY, INC.	32.00	415185	
ELAINE MADOLE	104.08	415196	
OFFICE DEPOT	74.70	415204	
LARONDA TURNER	60.38	415206	
STAR GRAPHICS SHARP	91.06	415232	
CHERYL TARVER	103.50	415247	
UNITED STATES POSTAL SERVICE	28.32	415267	
SHANNA CITIZEN	97.18	415276	
LYNN BIERHALTER	103.50	415300	
RASHUNDA FLETCHER	82.23	415323	
CLINTON DEROUEN	31.63	415360	
KAREN RIGGS	138.00	415423	
			946.58*
JUVENILE DETENTION HOME			
ENTERGY	4,772.32	415178	
OFFICE DEPOT	65.70	415204	
AT&T	684.19	415229	
OAK FARM DAIRY	451.35	415251	
FLOWERS FOODS	155.07	415285	
BEN E KEITH FOODS	2,528.73	415286	
VANSCHECA SANDERS-CHEVIS	500.00	415310	
KAREN ROBERTS	300.00	415329	
A1 FILTER SERVICE COMPANY	183.79	415357	
EMERGENCY POWER SERVICE	3,907.00	415359	
EXCEL MEDICAL WASTE LLC	96.90	415415	
REPUBLIC SERVICES	455.00	415424	
			14,100.05*
CONSTABLE PCT 1			
OFFICE DEPOT	245.06	415204	
UNITED STATES POSTAL SERVICE	113.99	415267	
LEXISNEXIS- ACCURINT	120.00	415334	
			479.05*
CONSTABLE-PCT 2			
LEXISNEXIS- ACCURINT	120.00	415334	
			120.00*
CONSTABLE-PCT 4			
TRANSUNION RISK AND ALTERNATIVE	70.00	415408	
			70.00*
CONSTABLE-PCT 6			
STAR GRAPHICS SHARP	30.12	415232	
UNITED STATES POSTAL SERVICE	11.49	415267	
LEXISNEXIS- ACCURINT	120.00	415334	
TELETRAC	330.00	415405	
			491.61*
CONSTABLE PCT. 7			
LEXISNEXIS- ACCURINT	120.00	415334	
			120.00*
CONSTABLE PCT. 8			
OFFICE DEPOT	178.99	415204	
MIKE SMITH ENTERPRISES	238.00	415309	
LEXISNEXIS- ACCURINT	120.00	415334	
SILSBEE FORD INC	2,127.43	415385	
			2,664.42*
COUNTY MORGUE			
BJ TRANSPORT SERVICE, INC.	9,500.00	415146	
FMMS HOLDINGS OF TEXAS LLC	51,150.00	415361	
			60,650.00*
AGRICULTURE EXTENSION SVC			
STAR GRAPHICS SHARP	60.94	415232	
UNITED STATES POSTAL SERVICE	.35	415267	
BARBARA EVANS	91.43	415324	
SAM'S CLUB DIRECT	45.00	415367	
			197.72*
HEALTH AND WELFARE NO. 1			

NAME	AMOUNT	CHECK NO.	TOTAL
CITY OF BEAUMONT	40.00	415138	
BROUSSARD'S MORTUARY	1,500.00	415151	
CLAYBAR FUNERAL HOME, INC.	999.00	415160	
ENTERGY	70.00	415181	
STAR GRAPHICS SHARP	60.94	415232	
AUSTIN CECIL WALKES MD PA	2,932.58	415242	
UNITED STATES POSTAL SERVICE	62.66	415267	
CENTERPOINT ENERGY RESOURCES CORP	51.75	415293	
LEXISNEXIS- ACCURINT	120.00	415334	
SAM'S CLUB DIRECT	15.00	415367	
			5,851.93*
HEALTH AND WELFARE NO. 2			
BROUSSARD'S MORTUARY	1,500.00	415152	
CLAYBAR FUNERAL HOME, INC.	2,749.00	415161	
O.W. COLLINS APARTMENTS	235.26	415164	
GABRIEL FUNERAL HOME, INC.	1,800.00	415173	
ENTERGY	148.89	415182	
OFFICE DEPOT	450.23	415204	
STAR GRAPHICS SHARP	73.37	415232	
AUSTIN CECIL WALKES MD PA	2,932.58	415242	
MCKESSON MEDICAL-SURGICAL INC	156.00	415255	
UNITED STATES POSTAL SERVICE	184.43	415268	
TEXAS GAS SERVICE	30.48	415282	
LEXISNEXIS- ACCURINT	120.00	415334	
SAM'S CLUB DIRECT	15.00	415367	
			10,395.24*
NURSE PRACTITIONER			
STAR GRAPHICS SHARP	30.12	415232	
SIERRA SPRING WATER CO. - BT	13.19	415270	
EXCEL MEDICAL WASTE LLC	39.90	415415	
			83.21*
CHILD WELFARE UNIT			
DISA, INC.	398.00	415167	
TARGET STORES DIVISION	90.23	415257	
SEARS COMMERICAL CREDIT	100.00	415273	
TYMIR WILSON PAYEE	20.00	415306	
CHUMARI WILSON PAYEE	20.00	415307	
KVONNA RICHARD PAYEE	20.00	415316	
J'LYNN HENDRIX	20.00	415330	
AIYANA DAVIS PAYEE	20.00	415338	
ANDREW REISNER	50.00	415343	
DIAMOND DELFIERRO PAYEE	20.00	415346	
ANTHONY DISOMBA PAYEE	20.00	415354	
LAFRONIA BATISTE	20.00	415365	
ROBIN FRANK PAYEE	20.00	415368	
QUINN DIXON PAYEE	50.00	415375	
MAKAYLEE ANDERSON	20.00	415383	
ABBIE BLANDFORD	20.00	415389	
ASHANTI M MCCRAY	20.00	415391	
FATIMA ZAVALA	20.00	415392	
AAYARII CEASAR	30.00	415393	
TRELIN FARR	50.00	415394	
KELSEY LONGORIA	20.00	415397	
TYTIANNA WELLS SIGARST	20.00	415398	
DONALD ORCHID	20.00	415406	
JERMICA AUGUST FC	20.00	415409	
RONALD J RICHARDSON	15.00	415410	
ALMA NAILS FC	15.00	415411	
AALIYAH J EMERSON	50.00	415414	
MALACHI GUIDRY	20.00	415421	
TRINITY WILSON FC	20.00	415426	
SUMYIA BATISTE	20.00	415427	
TAYLA CONNER FC	15.00	415430	
AIDIAN LEBLANC FC	15.00	415431	
			1,278.23*
INDIGENT MEDICAL SERVICES			
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	415319	
CARDINAL HEALTH 110 INC	14,734.43	415381	
			18,507.43*
EMERGENCY MANAGEMENT			

NAME	AMOUNT	CHECK NO.	TOTAL
VERIZON WIRELESS	150.00	415264	
			150.00*
MAINTENANCE-BEAUMONT			
CITY OF BEAUMONT - LANDFILL	22.00	415140	
CINTAS, INC.	293.01	415156	
W.W. GRAINGER, INC.	384.00	415174	
M&D SUPPLY	146.87	415195	
MOORE SUPPLY, INC.	139.71	415199	
MUNRO'S	45.53	415200	
OFFICE DEPOT	54.82	415204	
SANITARY SUPPLY, INC.	2,927.64	415214	
ACE IMAGEWEAR	983.66	415221	
AT&T	990.46	415229	
STAR GRAPHICS SHARP	30.12	415232	
WHOLESALE ELECTRIC SUPPLY CO.	260.11	415243	
WORTH HYDROCHEM	250.00	415244	
CENTERPOINT ENERGY RESOURCES CORP	1,823.41	415292	
VOSS LIGHTING	243.00	415308	
BEAUMONT BLINDS AND SHUTTERS	337.82	415322	
FIRETROL PROTECTION SYSTEMS, INC.	1,728.00	415327	
REPUBLIC SERVICES	1,365.00	415424	
			12,025.16*
MAINTENANCE-PORT ARTHUR			
ENTERGY	4,722.10	415178	
NOACK LOCKSMITH	15.75	415201	
STAR GRAPHICS SHARP	61.90	415232	
PARKER LUMBER	121.73	415340	
SAM'S CLUB DIRECT	30.00	415367	
			4,951.48*
MAINTENANCE-MID COUNTY			
ENTERGY	1,891.99	415178	
SANITARY SUPPLY, INC.	63.60	415214	
SECURITY PEST MANAGEMENT	109.00	415217	
ACE IMAGEWEAR	28.51	415221	
AT&T	689.78	415229	
STAR GRAPHICS SHARP	31.78	415232	
REPUBLIC SERVICES	109.00	415424	
			2,923.66*
SERVICE CENTER			
AYRES MFG. CO.	65.95	415144	
HIGHTECH SIGNS	8.75	415186	
MUNRO'S	39.45	415200	
PHILPOTT MOTORS, INC.	20.00	415209	
STAR GRAPHICS SHARP	30.12	415232	
TRI-CON, INC.	13,332.00	415238	
JEFFERSON CTY. TAX OFFICE	7.50	415261	
UNITED STATES POSTAL SERVICE	.42	415267	
HERRERA'S EMERGENCY LIGHTING	54.00	415283	
BUMPER TO BUMPER	115.00	415290	
AMERICAN TIRE DISTRIBUTORS	1,939.20	415325	
MIGHTY OF SOUTHEAST TEXAS	83.69	415351	
SPANKY'S WRECKER SERVICE INC	150.00	415364	
REPUBLIC SERVICES	72.60	415424	
			15,918.68*
VETERANS SERVICE			
STAR GRAPHICS SHARP	74.49	415232	
UNITED STATES POSTAL SERVICE	4.53	415267	
UNITED STATES POSTAL SERVICE	12.26	415268	
			91.28*
			1,548,960.17**
MOSQUITO CONTROL FUND			
CITY OF NEDERLAND	39.17	415159	
ENTERGY	491.95	415178	
JEFFERSON CTY. TAX DEPARTMENT	12,845.78	415189	
M&D SUPPLY	17.29	415195	
MUNRO'S	86.31	415200	
AT&T	30.51	415229	

NAME	AMOUNT	CHECK NO.	TOTAL
STAR GRAPHICS SHARP	30.12	415232	
TARGET SPECIALTY PRODUCTS	472.20	415350	
REPUBLIC SERVICES	72.60	415424	
			14,085.93**
BREATH ALCOHOL TESTING			
CASH ADVANCE ACCOUNT	334.20	415191	
			334.20**
FAMILY GROUP CONFERENCING			
STAR GRAPHICS SHARP	31.78	415232	
			31.78**
J.C. FAMILY TREATMENT CT.			
OFFICE DEPOT	342.88	415204	
BEAUMONT OCCUPATIONAL SERVICE, INC.	358.85	415272	
PATRICIA VELASCO	1,050.00	415425	
			1,751.73**
SECURITY FEE FUND			
IDENTISYS	193.14	415317	
			193.14**
LAW LIBRARY FUND			
LEXISNEXIS MATTHEW BENDER	934.76	415275	
THOMSON REUTERS-WEST	422.94	415378	
			1,357.70**
EMPG GRANT			
HIGHTECH SIGNS	2,019.92	415186	
SOUTHEAST TEXAS WATER	46.70	415227	
VERIZON WIRELESS	255.67	415264	
			2,322.29**
JUVENILE DETENTION - TJPC			
VERIZON WIRELESS	56.12	415263	
			56.12**
GRANT A STATE AID			
PEGASUS SCHOOL	296.22	415207	
SAM HOUSTON STATE UNIVERSITY	230.00	415213	
VICTORIA COUNTY JUVENILE SERVICES	4,200.00	415320	
DURWARD MINOR	146.63	415382	
JOSH CUYOS	183.43	415390	
GRAYSON COUNTY DEPT OF JUVENILE	7,530.00	415407	
ROXANA MITCHELL	357.08	415416	
CLINEECIA TROTTY	73.60	415418	
			13,016.96**
COMMUNITY SUPERVISION FND			
JEFFERSON CTY. COMMUNITY SUP.	1,918.59	415188	
OFFICE DEPOT	70.37	415204	
UNITED STATES POSTAL SERVICE	68.51	415267	
UNITED STATES POSTAL SERVICE	148.92	415268	
LEXISNEXIS- ACCURINT	120.00	415334	
JCCSC	370.00	415345	
SAM'S CLUB DIRECT	94.05	415366	
SAM'S CLUB DIRECT	30.00	415367	
GREGORY CLARK JR	117.88	415369	
			2,938.32**
JEFF. CO. WOMEN'S CENTER			
ALL STAR PLUMBING	429.89	415137	
CITY OF BEAUMONT - WATER DEPT.	1,684.80	415157	
KIM MCKINNEY, LPC, LMFT	150.00	415198	
SEALS AUTOMATIC TRANSMISSION	2,104.26	415216	
STAR GRAPHICS SHARP	31.78	415232	
SYSCO FOOD SERVICES, INC.	1,306.98	415233	
TIME WARNER COMMUNICATIONS	31.74	415235	
TOWER COMMUNICATIONS, INC.	60.00	415265	
BEN E KEITH FOODS	2,519.63	415286	
CENTERPOINT ENERGY RESOURCES CORP	279.09	415292	
ROCHESTER ARMORED CAR CO INC	114.75	415344	

NAME	AMOUNT	CHECK NO.	TOTAL
SAM'S CLUB DIRECT	45.00	415367	
REPUBLIC SERVICES	91.00	415424	
			8,848.92**
COMMUNITY CORRECTIONS PRG			
STAR GRAPHICS SHARP	47.38	415232	
			47.38**
DRUG DIVERSION PROGRAM			
STAR GRAPHICS SHARP	47.38	415232	
			47.38**
LAW OFFICER TRAINING GRT			
ZEE MEDICAL SERVICE	84.04	415246	
GOLD COAST ARMORY LLC	3,568.43	415404	
			3,652.47**
COUNTY RECORDS MANAGEMENT			
UNITED STATES POSTAL SERVICE	7.15	415267	
VISTA SG	12,934.49	415313	
			12,941.64**
HOTEL OCCUPANCY TAX FUND			
THE LABICHE ARCHITECTURAL GROUP	13,000.00	415142	
M&D SUPPLY	15.63	415195	
MANNINGS SCHOOL SUPPLY	164.00	415197	
MUNRO'S	32.05	415200	
AT&T	175.73	415229	
TRI-CITY COFFEE SERVICE	94.45	415239	
UNITED STATES POSTAL SERVICE	40.95	415267	
DISH NETWORK	110.52	415311	
LA RUE ROUGEAU	100.05	415314	
JESSIE DAVIS	43.13	415321	
SAM'S CLUB DIRECT	30.00	415367	
REPUBLIC SERVICES	72.60	415424	
			13,879.11**
DISTRICT CLK RECORDS MGMT			
STAR GRAPHICS SHARP	86.50	415232	
			86.50**
CAPITAL PROJECTS FUND			
CARROLL & BLACKMAN, INC.	1,650.51	415135	
LJA ENGINEERING INC	25,467.40	415363	
			27,117.91**
2011 REFUNDING BONDS			
JEFFERSON CTY. TAX DEPARTMENT	9,264.93	415189	
			9,264.93**
2012 REFUNDING BONDS			
JEFFERSON CTY. TAX DEPARTMENT	32,916.26	415189	
			32,916.26**
2013 REFUNDING BONDS			
JEFFERSON CTY. TAX DEPARTMENT	2,053.03	415189	
			2,053.03**
AIRPORT FUND			
ENTERGY	15,725.17	415180	
STAR GRAPHICS SHARP	72.83	415232	
UNITED STATES POSTAL SERVICE	3.88	415267	
REPUBLIC SERVICES	582.80	415424	
			16,384.68**
SE TX EMP. BENEFIT POOL			
STANDARD INSURANCE COMPANY	20,043.55	415298	
RELIANCE STANDARD LIFE INSURANCE	5,835.92	415299	
CHLIC-CHICAGO	63,786.58	415332	
COMPASS PROFESSIONAL HEALTH SERVICE	6,355.00	415386	
SA BENEFITS SERVICES LLC	38,765.50	415387	
			134,786.55**
SETEC FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
REPUBLIC SERVICES	2,509.00	415424	
			2,509.00**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	2,574.00	415294	
			2,574.00**
SHERIFF'S FORFEITURE FUND			
BEAUMONT TROPHIES	120.20	415150	
COBAN TECHNOLOGIES INC	10,908.00	415349	
SILSBEE FORD INC	27,497.20	415385	
			38,525.40**
PAYROLL FUND			
JEFFERSON CTY. TREASURER - PAYROLL	645.76	415129	
JEFFERSON CTY. TREASURER - PAYROLL	147.12	415130	
JEFFERSON CTY. TREASURER - TCDRS	194.26	415131	
			987.14**
MARINE DIVISION			
CHEMAX CORP.	319.20	415155	
ENTERGY	457.78	415178	
RITTER @ HOME	79.19	415211	
SETZER HARDWARE, INC.	6.45	415220	
BUMPER TO BUMPER	231.60	415290	
THE DINGO GROUP-PETE JORGENSON MARI	1,115.82	415318	
INTERSTATE ALL BATTERY CENTER - BMT	995.70	415331	
			3,205.74**
ASAP - CONSTABLE PCT 8			
MIKE SMITH ENTERPRISES	205.00	415309	
			205.00**
			1,969,748.69***

AGENDA ITEM **December 14, 2015**

Consider and possibly approve an Amended Tax Abatement Policy for economic development pursuant to Section 312.002 (c), Texas Tax Code for the years of 2016 and 2017.

JEFFERSON COUNTY AMENDED UNIFORM TAX ABATEMENT POLICY-2016

ADMONITORY PROVISIONS

The final determination of value to be abated is vested with the Jefferson County Appraisal District (JCAD), an agency autonomous from Jefferson County. The Procedures used by JCAD are attached as Exhibit "A" and incorporated and adopted in this Abatement Policy for all purposes. These provisions are illustrative only and shall not limit the Appraisal District in making determinations in any manner otherwise allowed by law.

Businesses applying for tax abatement with the County are advised that any agreement with the County applies only to taxes assessed by Jefferson County. Any abatement agreement with other taxing entities must be negotiated directly with such entities. In addition, each individual or business receiving an abatement retains the responsibility for annually applying to the Jefferson County Appraisal District for recognition and implementation of such abatement agreement.

STATEMENT OF PURPOSE

SECTION I

(a) The Commissioners Court of Jefferson County, Texas adopts this tax abatement policy to provide incentives to the owner of real property, who proposes a Project to develop, redevelop or improve eligible facilities. The incentives will consist of a limited special exemption from certain taxes provided that the Owner agrees to accept and abide by this Policy and provided that the real property is located in a lawfully created Reinvestment or Enterprise Zone.

(b) This policy is intended to improve the quality of life in economically depressed areas and throughout the County by stimulating industrial development, and job creation and retention provided that the taxable value of the property of the owner is not adversely affected.

DEFINITIONS

SECTION II

(a) **"Abatement"** means the full or partial exemption from ad valorem taxes of certain real property values in a reinvestment or enterprise zone designated by the County for economic development purposes.

(b) "**Agreement**" means a contractual agreement between a property owner and/or lessee and the County.

(c) **"Base Year"** means the calendar year in which the abatement contract is executed (signed).

(d) **"Base Year Value"** means the taxable value of eligible industrial realty improvements of the owner within Jefferson County on January 1 preceding the execution of the abatement agreement and which property is owned by the owner, co-owner and/or its parent companies, subsidiaries, partner or joint ventures or any entity exercising legal control over the owner or subject to control by the owner. Owner will attach as Exhibit "F-Affiliates" those properties which are co-owned or which are parent companies, partnerships, joint-ventures or other entities in Jefferson County over which the Owner herein exercises legal control.

(e) "**Deferred Maintenance**" means improvements necessary for continued operation which that do not improve productivity, or alter the process technology, reduce pollution or conserve resources.

(f) "**Distribution Center"** means buildings and structures, including fixed machinery and equipment, used or to be used primarily to receive, store, service or distribute goods or materials owned by the Facility operator where a majority of the goods or services are distributed to points beyond Jefferson County.

(g) "**Eligible Facilities"** or "Eligible Projects" means new, expanded or modernized buildings and structures, as defined in the Texas Property Tax Code, including fixed machinery and equipment, which is reasonably likely as a result of granting abatement to contribute to the retention or expansion of primary employment or to attract major investment in the reinvestment or enterprise zone that would be a benefit to the property and that would contribute to the economic development within the County, but does not include facilities which are intended primarily to provide goods or services to residents or existing businesses located in the County such as, but not limited to, restaurants and retail sales establishments. Eligible facilities may include, but shall not be limited to, industrial buildings and warehouses. Eligible facilities may also include facilities designed to serve a regional population greater than the County for medical, scientific, recreational or other purposes.

(h) "**Eligible Property**" means realty improvements, the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure included in the PROJECT, and the permanent office space and related fixed improvements necessary to the operation and administration of the PROJECT, as defined in the Tax Code, but does not include personal property.

(i) "**Expansion**" means the addition of buildings, structures, machinery, tangible personal property, equipment, payroll or other taxable value for purposes of increasing production capacity.

(j) "**Modernization**" means a complete or partial demolition of facilities and the complete or partial reconstruction or installation of a facility of similar or expanded production capacity. Modernization may result from the construction, alteration, or installation of buildings, structures, machinery, equipment, pollution control devices or resource conservation equipment. Modernization shall include improvements for the purpose of increasing productivity or updating the technology of machinery and equipment, or both.

(k) "**Facility**" means property improvements completed or in the process of construction which together comprise and integral whole.

(l) "**New Facility**" means a property previously undeveloped which is placed into service by means other than in conjunction with Expansion or Modernization.

(m) "**Productive Life**" means the number of years a property improvement is expected to be in service in a facility.

WHEN ABATEMENT AUTHORIZED

SECTION III

(a) **Eligible Facilities.** Upon application, Eligible Facilities shall be considered for tax abatement as hereinafter provided.

(b) **Creation of New Value.** Abatement may only be granted for the creation of additional value to eligible facilities made subsequent to and specified in an abatement agreement between the County and the property owner or lessee, subject to such limitations as the County may require. Under no circumstances will abatements be considered or granted once construction on a facility or project has begun.

(c) **New and Existing Facilities.** Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion.

(d) **Eligible Property.** Abatement may be extended to the increase in value of buildings, structures, fixed machinery and equipment, site improvements, and related fixed improvements necessary to the operation and administration of the facility.

(e) **Ineligible Property.** The following types of property shall be fully taxable and ineligible for tax abatement: land, supplies, inventory, vehicles, vessels, housing, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gases, which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased (except as provided in Section III(f), property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

(f) **Owned/Leased Facilities.** If a leased facility is granted abatement, both the owner/lessor and the lessee shall be parties to the abatement contract with the County.

(g) **Economic Qualification.** In order for an Eligible Facility to receive tax abatement the planned improvement:

(1) Must create an increased appraised ad valorem tax value based upon the Jefferson County
Appraisal District's assessment of the eligible property; and

(2) Must prevent the loss of payroll or retain, increase or create payroll (full-time employment) on a permanent basis in the County.

(3) Must not have the effect of displacing workers or transferring employment from one part of the County to another.

(4) Must demonstrate by an independent economic impact analysis that the local economic benefit will be substantially in excess of the amount of anticipated foregone tax revenues resulting from the abatement.

Factors Considered By County In Considering Abatement Requests

Section IV

(a) **Standards For Tax Abatement.** The following non-exclusive factors may be considered in determining whether to grant tax abatements for an Eligible Facility or Project, and if so, the percentage of value to be abated and the duration of the tax abatement:

(1) Existing improvements, if any;

(2) Type and value of proposed improvements;

(3) Productive life of proposed improvements;

(4) Number of existing jobs to be retained by proposed improvements;

(5) Number and types of new jobs to be created by proposed improvements;

(6) The extent to which new jobs to be created will be filled by persons who are economically disadvantaged, including residents of a Reinvestment or Enterprise Zone;

(7) The extent to which local labor, local subcontractors and local vendors and suppliers will be used in the construction phase of the project;

(8) The amount of local taxes to be generated directly;

(9) The amount the property tax base valuation will be increased during term of abatement and after abatement;

(10) The amount of economic impact the Eligible Facility will provide to the local community;

(11) The costs to be incurred by the County to provide facilities or services directly resulting from the new improvements;

(12) The amount of ad valorem taxes to be paid to the County during the abatement period considering (a) the existing values; (b) the percentage of new value abated; (c) the abatement period; and (d) the value after expiration of the abatement period;

(13) The population growth of the County projected to occur directly as a result of new improvements;

(14) The types and values of public improvements, if any, to be made by the applicant seeking abatement;

(15) Whether the proposed improvements compete with existing businesses to the detriment of the local economy;

(16) The impact of the proposed project on the business opportunities of existing businesses;

(17) The attraction of other new businesses to the area as a result of the project;

(18) The overall compatibility with the zoning ordinances and comprehensive plan for the area;

(19) Whether the project is environmentally compatible with no negative impact on quality of life perceptions; Each application for tax abatement shall be reviewed on its merits utilizing the factors provided above. After such review, abatement may be denied entirely or may be granted to the extent deemed appropriate after full evaluation.

(b) **Local Employment.** For purposes of evaluating Section III(h)(7): Local labor is defined as those laborers or skilled craftsmen who are residents and domiciliaries of the nine county region comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers counties, as well as the Bolivar Peninsula area of Galveston County. Local vendors and suppliers shall include only those located or having a principal office in Jefferson County. Local Subcontractors shall include only those located or having a principal office in Jefferson County.

Each recipient of property tax abatement shall additionally agree to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. In any such exception, cases involving purchases over $10,000.00, a justification for such purchase shall be included in the annual report. Each recipient shall further acknowledge that is a legal and moral obligation of persons receiving property tax abatement to favor local manufacturers, suppliers, contractors and labor, all other factors being equal. In the event of breach of the "buy-local" provision, the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the project.

(c) Each recipient of a property tax abatement must also provide bidding information to local contractors, manufacturers and labor to allow them to have sufficient information and time to submit their bids and pre-bid meetings must be held between the owner and potential local bidders and suppliers of services and materials.

(d) **Historically Underutilized Businesses/Disadvantaged Business Enterprises.** The County will also strongly consider the extent to which the project will encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the owner and general contractor by ensuring that qualified HUB vendors and contractors are given an opportunity to bid on all contracts.

1. A Historically Underutilized Business (HUB) is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, women and individuals with disabilities. A HUB is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals who actively participate in the conduct of the business or, in the case of a publicly owned business, one in which at least 51 percent of the stock is controlled by one or more women or Socially and Economically Disadvantaged Individuals. A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of this policy. Only a HUB/DBE with its principal office in Jefferson, Hardin, and Orange, County will be recognized as a HUB/DBE for purposes of this policy. Jefferson County will supply a Minority Business Directory to each applicant.

2. The County will require that each abatement contract between itself and any individual or entity seeking the abatement of ad valorem taxes contain a provision requiring the owner, on at least a quarterly basis, and at owner's cost, to allow the full examination by County or its designated representative(s) of all documents necessary for County to assure that best efforts have been used by owner to utilize local labor, subcontractors, vendors, suppliers and HUB's/DBE's. The County will also require that such contracts contain provisions binding the engineering/construction firms utilized as general contractors on the Project to the terms of the abatement contract.

(e) **Denial of Abatement.** Neither a reinvestment or enterprise zone nor abatement agreement shall be authorized if it is determined that:

(1) There would be a substantial adverse affect on the provision of government service or tax base;

(2) The applicant has insufficient financial capacity;

(3) Planned or potential use of the property would constitute a substantial hazard to public safety, health or morals;

(4) The project would cause a violation of state or federal laws; or

(5) For any other reason deemed appropriate by the County including the pendency of

litigation between the individual or entity requesting the creation of the reinvestment or enterprise zone and the County.

(f) "**Taxability**" From the execution of the abatement agreement to the end of the agreement period, taxes shall be payable as follows:

(1) The value of ineligible property as provided in Section II(e) shall be fully taxable; and

(2) The base year value of existing eligible property as determined each year shall be fully taxable.

APPLICATION PROCESS

SECTION V

(a) Any present owner, potential owner or Lessee of taxable property in the County may request the creation of a reinvestment or enterprise zone and tax abatement by filing a written request with the County Judge.

(b) The application shall consist of a completed application form which shall provide detailed information on the items described in Section III(h) hereof; a map and property description with specific metes and bounds; a time schedule for undertaking and completing the planned improvements. In the case of modernization, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application. The application form may require such financial and other information as may be deemed appropriate for evaluating the financial capacity and other factors of the applicant. The County shall also require a non-refundable application fee in the amount of $1,000.00 to be submitted with the application.

(c) Prior to the adoption of an ordinance order designating a reinvestment or application by the County for designation of an enterprise zone, the County shall: (1) give written notice to the presiding officer of the governing body of each taxing unit in which the property to be subject to the agreement is located not later than seventh (7th) day before the public hearing; and (2) publish notice of a public hearing in a newspaper of general circulation within such taxing jurisdiction not later than the seventh (7th) day before the public hearing. Before acting upon the application, the County shall, through public hearing, afford the applicant and the designated representative of any governing body referenced hereinabove opportunity to show cause why the abatement should or should not be granted.

(d) The County shall make every reasonable effort to either approve or disapprove the application for tax abatement within forty-five (45) days after receipt of the application. The County shall notify the applicant of approval or disapproval.

(e) The County shall not establish a reinvestment or enterprise zone or enter into an abatement agreement if it finds that the request for the abatement was filed after the commencement of construction, alteration, or installation or improvements related to a proposed modernization, expansion or new facility.

(f) Information that is provided to the County in connection with an application or request for tax abatement and that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which a tax abatement agreement is requested is confidential and not subject to public disclosure pursuant to the Texas Public Information Act until the tax abatement agreement is executed. That information in the possession of a taxing unit after the agreement is executed is not confidential and is subject to disclosure.

AGREEMENT

SECTION VI

(a) Not later than the seventh (7th) day before the date on which the County enters into the abatement agreement, the County shall deliver to the presiding officer of the governing body of each other taxing unit in which the property is located a written notice that the County intends to enter into the agreement. The notice shall include a copy of the prepared agreement.

(b) The County shall formally pass a resolution and execute an agreement with the owner of the facility and lessee, as the case may be, which shall include at least the following terms:

(1) Estimated value to be abated and the base year value;
(2) Percent of value to be abated each year as provided in Section III(g);
(3) The commencement date and the termination date of abatement;
(4) The proposed use of the facility, nature of construction, time schedule, map, property description and improvement list as provided in application, Section IV(b);
(5) Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, or assignment;
(6) Provision for access to and authorization for inspection of the property by County employees to ensure that the improvements or repairs are made according to the specifications and conditions of the agreement;
(7) Limitations on the uses of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect;
(8) Provision for recapturing property tax revenue lost as a result of the agreement if the owner of the property fails to make the improvements or repairs as provided by the agreement;
(9) Provision that all permanent jobs be registered with the Texas Workforce Commission and that all contractors shall give preference to and to seek qualified workers through the Texas Workforce Commission.
(10) Contain each and every term agreed to by the owner of the property;
(11) Requirement that the owner or lessee of the property certify annually to the governing body of each taxing unit that the owner or lessee is in compliance with each applicable term of the agreement; and
(12)All terms required by Texas Tax Code §312.205, as amended; Such agreement shall normally be executed within sixty (60) days after the applicant has forwarded all necessary information and documentation to the County.

RECAPTURE

SECTION VII

(a) In the event that the company or individual (1) allows its ad valorem taxes owed the County to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest; or (2) violates any of the terms and conditions of the abatement agreement; and fails to cure during the cure period, or discontinues production the agreement then may be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within thirty (30) days of the termination.

(b) Should the County determine that the company or individual is in default according to the terms and conditions of its agreement, the County shall notify the company or individual of such default in writing at the address stated in the agreement; and if such is not cured within thirty (30) days from the date of such notice ("Cure Period"), then the agreement may be terminated. Alternatively, County may, as a penalty for default or non-compliance with the provisions of an abatement contract, reduce the term of the abatement period and/or the annual percentage abatements available thereunder.

(c) Payment in Lieu of Taxes: If, during the period of this abatement, any Federal or State law provides an additional tax exemption for the property that is already the subject of this agreement, Applicant agrees to decline that tax exemption during the period of this abatement. If Applicant is unable to decline that tax exemption, Applicant agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the County that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which payment is due.

(d)By this, it is understood and agreed that if the party granted this abatement avails itself of a Foreign Trade Zone exemption, the abated value subject to this contract will be reduced dollar for dollar and taxed.

(e)It is understood and agreed by the owner that, if at any time during the abatement, the owner prevails in an action to contest the taxable value of the property of owner that is the subject of the abatement for Unequal Appraisal or revision thereof pursuant to Section 42.26, Texas Tax Code, the County shall reduce the amount of abatement dollar for dollar for each dollar that the taxable value is reduced as a result of that contest.

ADMINISTRATION

SECTION VIII

(a) The Chief Appraiser of the Jefferson County Appraisal District will annually determine an assessment of the real and personal property subject to each abatement agreement. Each year, the company or individual receiving abatement shall furnish the appraiser with such information as may be necessary to determine compliance with the abatement

agreement. Once value has been established, the Chief Appraiser will notify the County of the amount of the assessment.

(b) The abatement agreement shall stipulate that employees and/or designated representatives of the County will have access to the facility during the term of the abatement to inspect the facility to determine if the terms and conditions of the agreement are being met. Inspections will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the facility. All inspections will be made with one or more representative of the company or individual and in accordance with its safety standards.
(c) Upon completion of construction, the designated representative of the Owner shall annually evaluate each facility receiving abatement to insure compliance with the agreement, and a formal report shall be made to the County.

(d) During the course of construction of the Project, Owner and it's general contractor and/or subcontractors shall, on at least a quarterly basis, meet with designated County representatives for an onsite inspection to assure compliance with the terms of the abatement agreement. Owner shall be responsible to County for the payment of costs associated with such monitoring. In the event it is determined that Owner or its contractors have failed to comply with the terms of the abatement agreement, then County may terminate the abatement agreement or, in County's discretion, reduce the duration or annual percentages of such abatement.

(e) During construction, the Applicant shall maintain appropriate records of the employees affected by this abatement, including but not limited to, proof of employees' legal residence, proof of immigration-resident status, and, if applicable, such other documentation that may be required to document compliance with the Agreement

(f) The Chief Appraiser of the Jefferson County Appraisal District shall timely file with the Texas
Department of Economic Development and the State Property Tax Board all information required by the Tax Code.

(g) All requirements of the Abatement Agreement shall apply to Applicant's contractors/subcontractors and Applicant shall ensure that they abide by the terms of the Agreement.

AGREEMENT

SECTION IX

Abatement may be transferred, assumed and assigned in whole or in part by the holder to a new owner or lessee of the same facility upon the approval by resolution of the Commissioners' Court; subject to the financial capacity of the assignee and provided that all conditions and obligations in the abatement agreement are guaranteed. No assignment or transfer shall be approved if the parties to the existing agreement, the new owner or new lessee are liable to any jurisdiction for outstanding taxes or other obligations. Approval shall not be unreasonably withheld. As a condition of transfer, an assignment fee of $10,000.00 may be required, with the maximum fee being $10,000.00

SUNSET PROVISION

SECTION X
These guidelines and criteria are effective upon the date of their adoption and will remain in force for two years, unless amended by three-quarters of the Commissioners' Court at which time all reinvestment and enterprise zones and tax abatement agreements created pursuant to these provisions will be reviewed to determine whether the goals have been achieved. Based on that review, the guidelines and criteria may be modified, renewed or eliminated.

DISCRETION OF THE COUNTY

SECTION XI

The adoption of these guidelines and criteria by the County does not:

(1) Limit the discretion of the County to decide whether to enter into a specific tax abatement agreement;

(2) Limit the discretion of the County to delegate to its employees the authority to determine whether or not the County should consider a particular application or request for tax abatement; or

(3) Create any property, contract, or other legal rights in any person to have the County consider or grant a specific application or request for tax abatement.

QUESTIONS TO BE ANSWERED IN ORDER TO DEVELOP AN APPLICATION AND ECONOMIC IMPACT STATEMENT FOR VALUE ADDED TAX ABATEMENTS IN JEFFERSON COUNTY

General:
Jefferson County will provide a representative to assist in preparation and presentation of all documents and to guide them through the abatement process.

Opening Paragraph:

The application should include a summary statement about the company and its operations. This information can come from an annual report, corporate 10K or other document provided by the company. (Please include these documents with this questionnaire.)

Economic Impact Analysis:

The application must include the attachment of an independently prepared economic impact analysis of the proposed facility as it impacts the local economy detailing the information referred in Section III herein.

Maps and Plats

Provide maps, plats, and drawings necessary to establish the location of the improvements and their relationships to the boundaries of cities, ETJ's, and reinvestment or enterprise zone boundaries.

Questions to be Answered

(1) Is your project within a city limit? _____. Name of City

(2) Is your project within an ETJ? . Name of City ETJ

(3) Is your project within an Enterprise or Reinvestment Zone? Which?

(4) Will you own the realty or lease the realty?

(5) Present Appraisal District value of land and any EXISTING improvements owned by the
OWNER:
(Answer this question based on Appraisal District records for the specific site you select.)
Cost of Land (If you are purchasing): $_____
Number of Acres:_____ or Square Feet: _____

(6)Type and value of proposed improvements:

_____
Type of construction:
(Tiltwall, Build-Out of Existing Facility, Etc.)
Value of Construction:
Value of Equipment:

Value of Pollution Control Devices: It is understood and agreed that Applicant. will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

(7) Productive life of proposed improvements:_____ years, or term of initial lease:_____

(8) Number of existing jobs to be retained by proposed improvements:

_____

(Answer only if the location is already in or near Jefferson County and now employs Jefferson residents.)

(9) Number and types of new jobs to be created by proposed improvements:_____

Include in this answer the number of Jefferson County residents that will be employed.

(10) Amount of Annual local payroll to be created: _____.

(11) What percentage and type of jobs to be created will Jefferson residents have the opportunity to fill?

_____

(12) Amount property tax base valuation will be increased:
During term of abatement: _____
After term of abatement: _____

(13) The costs to be incurred by local government to provide facilities or services directly resulting from the new improvements:_____

(Explain any costs for development or depletion of infrastructure the city is being asked to absorb, if any.)

(14) The amount of ad valorem taxes to be paid to the county during the abatement period considering: (a) the existing values; (b) the percentage of new value abated; (c) the abatement period; and (d) the value after expiration of the abatement period.

(15) The population growth of the county that will occur directly as a result of new improvements: _____

(If you relocate to Jefferson County, how many of your employees do you anticipate to relocate?)

(16) The types and values of public improvements, if any, to be made by applicant seeking abatement:

_____

_____

_____

(List any facilities from which the public might benefit.)

(17) Do the proposed improvements compete with existing businesses to the detriment of the local economy:

_____

(18) The impact on the business opportunities of existing businesses:

_____

_____

(Are there possibilities for local businesses to become suppliers? Any new retail opportunities? If you have previously conducted business within Jefferson County, please provide a list of any and all local/non-local HUB/DBE companies with whom you have worked and the extent of that work relationship)

(19) The attraction of other new businesses to the area:

(Will any of your suppliers, customers, parent, or sister companies relocate because of your relocation?)

(20) The overall compatibility with the zoning ordinances and comprehensive plan for the area:

(21) Describe, including the estimated value, all pollution control devices and other improvements for which you intend to seek TNRCC exemption from taxation:

NOTE: Failure to accurately disclose exempted property may result in a total default under the Abatement Contract, resulting in recapture of previously abated taxes and forfeiture of future abatement.

EXHIBIT "A"

JEFFERSON COUNTY APPRAISAL DISTRICT
PROCEDURE FOR CALCULATING ABATEMENTS

Purpose

The purpose of this procedure is to clarify the method used in calculating a tax abatement. This procedure requires calculation of the Current Year Market Value, Base Year Value, and Taxable Value as these terms are defined below. -In accordance with the Jefferson County Uniform Tax Abatement Policy, the Real Property Owner's Current Taxable Value shall not be less than the Base Year Value in order for a project to receive the full amount of abatement.

Calculation of "Base Year Value"

"Base Year Value" for each taxing entity executing an abatement contract is the Taxable Value of all industrial realty improvements of a property owner and/or its affiliates located within that entity for the tax period defined as the "Base Year". "Base year" is defined as the calendar year in which the abatement contract is executed (signed).

Calculation of "Current Year Market Value"

"Current Year Market Value" for each taxing entity executing an abatement agreement is determined by calculating for the Current Tax Year the Market Value of all industrial realty improvements of a property owner and/or its affiliates that comprise the "Base Year Value."

Calculation of "Taxable Value"

"Taxable Value" for each taxing entity executing an abatement agreement is determined by deducting from the Market Value of all industrial realty improvements of a property

owner and/or its affiliates the amount of any applicable exemptions and abatements granted for that Tax Year.

Calculation of Abated Value

The following procedures are followed for each project for which a tax abatement contract has been executed and for each taxing entity granting the abatement.

VALUE POTENTIALLY ELIGIBLE FOR ABATEMENT:

The Base Year Value is subtracted from the Current Year Market Value. If the difference is greater than zero (0), then the remaining value is the value potentially eligible for abatement. If the difference is zero (0) or less, then the project is not eligible for an abatement for that Tax Year.

VALUE AVAILABLE FOR ABATEMENT:

For each project that remains potentially eligible for abatement, a preliminary calculation of the abated value of all other projects for the owner and/or its affiliates, if any, must be made. This calculation must first be done based on a preliminary abated value for subsequent projects since the full calculation has yet to be performed. For multiple abated projects, the calculations of the preliminary abated values are made in chronological order based on the date the contract was executed. Once the abated value for the subsequent project is calculated, if the actual abated value differs from the preliminary abated value, this calculation must be redone in order to reflect the actual abated value.

Once all calculations have been completed, the abated value of other projects for the owner and/or its affiliates, if any, is subtracted from the Value Potentially Available for Abatement. If the difference is greater than zero (0), then the remaining value is the Value Available for Abatement.

If the difference is zero (0) or less, then the project is not eligible for an abatement for that Tax Year.

VALUE SUBJECT TO ABATEMENT:

The project base value, if applicable, is subtracted from the current year project value, and the percentage of abatement to be granted is then applied to the net amount to determine the Value Subject to Abatement.

ABATED VALUE:

Any applicable reductions for Foreign Trade Zone or Pollution Control restrictions are subtracted from the Value Subject to Abatement. If the difference is less than the Value Available for Abatement, then this is the Abated Value.

If the difference is greater than the Value Available for Abatement, then the Value Available for Abatement becomes the Abated Value.

AGENDA ITEM **December 14, 2015**

Receive and file executed Inter-local Agreement executed between Jefferson County, Texas and Lubbock County, Texas pursuant to the Fair Defense Act, Texas Code of Criminal Procedure, Sec. 26.044(b) for defense, through the Regional Public Defender of Capital Cases, of indigent individuals charged with the offense of capital murder in Jefferson County.

RECEIVED DEC 08 2015

INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement") is made by and between **LUBBOCK COUNTY, TEXAS** ("LUBBOCK COUNTY"), a political subdivision of the State of Texas, acting through the Regional Public Defender for Capital Cases (the "PD"), and **JEFFERSON COUNTY, TEXAS** ("PARTICIPANT"), a political subdivision of the State of Texas, (also, individually, a "Party" or, collectively, the "Parties"). This Agreement is made pursuant to the Fair Defense Act, Texas Code of Criminal Procedure 26.044(b), and Texas Government Code Chapter 791.

RECITALS

WHEREAS, each Party finds: 1) that the subject of this Agreement is necessary for the benefit of the public; and 2) that it has the legal authority to perform and to provide the government function or service which is the subject matter of this Agreement; and,

WHEREAS, the performance of this Agreement by LUBBOCK COUNTY and PARTICIPANT will be in the common interest of the Parties;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I
PROGRAM

1.01 **Program Purpose and Term**. The Regional Public Defender for Capital Cases (the "PD"), funded proportionately by the Texas Indigent Defense Commission Multi-Year Discretionary Grant Program Funds (the "TIDC"), will provide court-appointed counsel for individuals charged with the offense of capital murder (death-eligible) in the participating counties and who cannot afford to hire their own attorney. Inmates in units of the Texas Department of Criminal Justice within the region who are charged with capital murder will continue to be represented by the State Counsel on Offenders, or by private counsel in the case of a conflict. Capital murder cases filed against inmates in units of the Texas Department of Criminal Justice shall not be counted in the average number of capital murder cases filed in a county.

Participant recognizes that counties from other Administrative Regions are also participating in the program. Each county's participatory costs are based upon funding by the Texas Indigent Defense Commission Multi-Year Discretionary Grant Program Funds in the amount of $1,300.000 for FY16 and $1,300,000 for FY17 as appropriated by the 84th Texas Legislature, and cost-sharing commensurate with all eligible counties applicable inclusion in the program.

Pursuant to continued funding, the TIDC is anticipated to provide funds to operate the PD in the amount of $2,230,400 for FY16 and the amount of $1,194,188 for FY17 in addition to the legislative appropriation heretofore described in the paragraph above. It is possible that the TIDC may consider additional funding mechanisms during Fiscal Years

2016 and 2017; however, the TIDC funding is not anticipated to be less than detailed above. In order to provide sustainable funding for the PD office and a fund balance for emergency situations, counties in the region will contribute (with a minimum contribution of $1,000 per county) per the detailed county allocation schedule marked as Attachment 1 and incorporated herein for all purposes. Based upon this cost-sharing approach, participating counties shall provide the remaining operating costs based upon a formula taking into account the population of the county as a percentage of the whole of the 240 eligible counties (50%) and the average number of capital murder cases filed between 2003 and 2013 as a percentage of the 240 eligible counties (50%).

The Interlocal Agreements shall become effective October 1, 2015, and continue through September 30, 2016. Thereafter, the agreements shall renew automatically each October 1st for a successive one-year term through September 30, 2017, unless otherwise terminated under this agreement.

1.02 **Judges Authorized to Appoint PD.** The District Courts in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th and 9th Administrative Judicial Regions in eligible counties may participate in the Program. The Program allows the Honorable Judge(s) of the Judicial District having jurisdiction within PARTICIPANT's geographic boundaries to appoint the PD for the trial defense of death-eligible capital murder cases. In the event of a conflict of interest among defendants or a legal liability for the PD which prevents acceptance of an appointment, the trial court shall appoint an attorney or attorneys other than the PD at the PARTICIPANT's expense.

1.03 **Duties and Responsibilities of the PD.** The PD will represent defendants at the trial or re-trial phase only. All decisions pertaining to the presentation of the case will be at the sole discretion of the PD. The PD will at all times be guided by and comply with his or her duties as a licensed attorney in the State of Texas and the Texas Disciplinary Rules of Professional Conduct in making these determinations.

1.04 **Program Analysis.** At least quarterly throughout the period of the grant and at the end thereof, the PD will prepare an analysis of the Program, as well as an estimated cost for PARTICIPANT's continued participation after all grant funds are expended. The analysis will consist of a fiscal analysis and an analysis of the effectiveness of the PD in meeting pre-established goals and objectives. The PD will provide copies of the analysis to PARTICIPANT's Commissioners Court and to the Honorable Judges identified of the Participating Administrative Judicial Regions. PARTICIPANT shall have three months from the date the cost analysis is provided to the Commissioners Courts to consider the analysis and determine whether it will continue to participate in the Program. If PARTICIPANT requests to continue participating in the Program, a new interlocal agreement as to funding and the funding cycle will be necessary.

1.05 **Data for the Analysis.** As consideration for its participation in the Program, PARTICIPANT agrees to provide the PD information as needed to conduct the analysis, including the current payment schedule for court-appointed counsel on capital murder

cases, and the previous five fiscal years' data on the amount PARTICIPANT paid for appointed counsel on capital murder cases, if available.

1.06 **Additional Experts.** PARTICIPANT will continue to incur the expense of additional experts as approved by the local court.

1.07 **Fact Investigators and Mitigation Specialists.** The PD will provide a fact investigator and mitigation specialist to cases assigned to the PD office.

1.08 **No other Costs Incurred.** Neither the TIDC nor the PD will assume any additional costs associated with representation of indigent defendants. Costs of interpreters or any other collateral cost must be absorbed by PARTICIPANT.

ARTICLE II
OTHER TERMS AND CONDITIONS

2.01 **Notice and Addresses.** Unless otherwise specifically provided herein, all notices, reports, and invoices required under this Agreement shall be given in person or by certified or registered mail, addressed to the proper Party, at the following address:

If to LUBBOCK COUNTY:

Honorable Tom V. Head
County Judge
Lubbock County
PO Box 10536
Lubbock, Texas 79408

And:

Jack Stoffregen
Chief Public Defender
Regional Public Defender for Capital Cases
P O Box 2097
Lubbock, Texas 79408

If to PARTICIPANT:

Honorable Jeff R. Branick
County Judge
Jefferson County
1149 Pearl Street - 4th Floor
Beaumont, Texas 77701

2.02 **No Partnership.** Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.

2.03 **Waiver.** The failure of any Party to insist upon the performance of any terms or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.

2.04 **Benefit of the Parties.** The terms and conditions of this Agreement are solely for the benefit of the Parties and are not intended to create any rights, contractual or otherwise, for any other person or entity.

2.05 **Force Majeure.** If the performance of any obligation under this Agreement is delayed by something reasonably beyond the control of the Party obligated to perform ("Force Majeure"), that Party shall be excused from performing the obligation during that period, so that the time period applicable to the performance shall be extended for a period of time equal to the period that Party was delayed due to the event of Force Majeure.

2.06 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

2.07 **Prior Agreements Superseded.** This Agreement constitutes the only agreement of the Parties and supersedes any prior understanding or written or oral agreements between the Parties respecting the within subject matter.

2.08 **Amendments.** In order to be binding, an amendment to this Agreement must be in writing, dated subsequent to the date of this Agreement, and executed by the Parties.

2.09 **Withdrawal by Party.**

(a) Voluntary Withdrawal. Voluntary withdrawal by PARTICIPANT from the Agreement shall occur upon the affirmative decision by PARTICIPANT's Commissioners Court to withdraw from the Agreement and the withdrawing PARTICIPANT giving at least one hundred and eighty (180) calendar days' notice to LUBBOCK COUNTY and the PD. The effective date of voluntary withdrawal shall be one hundred and eighty (180) calendar days after the withdrawing Participant gives notice to LUBBOCK COUNTY.

(b) Involuntary Withdrawal. PARTICIPANT shall be deemed to have involuntarily withdrawn from the Agreement upon the failure by the PARTICIPANT to pay any

cost-sharing payment by the due date, as provided in a notice to the PARTICIPANT. PARTICIPANT shall be given thirty (30) days written notice of non-payment by the PD office and shall not be deemed to be in default until the expiration of thirty (30) days after receipt of the written notice.

(c) In the event that PARTICIPANT withdraws under (a) or (b) and the PD is representing an individual or individuals after having been appointed by a court in PARTICIPANT'S county, beginning on the effective date of the withdrawal, PARTICIPANT shall be responsible for timely payment of $150.00 per hour for the first chair attorney, $125.00 per hour for the second chair attorney, $60.00 per hour for the mitigation specialist and $50.00 per hour for the investigator. Additionally, PARTICIPANT shall also timely pay upon receipt and documentation all investigative costs incurred by the PD including but not limited to travel, lodging, meals and records collection.

SIGNED AND EXECUTED this 2nd day of December, 2015.

COUNTY OF LUBBOCK

Honorable Thomas V. Head
County Judge 12-2-15

COUNTY OF JEFFERSON

Honorable Jeff R. Branick
County Judge

ATTEST:

Honorable Kelly Pinion
Lubbock County Clerk

ATTEST:

Jefferson County Clerk

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

APPROVED AS TO CONTENT:

Jack Stoffregen
Chief Public Defender
Regional Public Defender
for Capital Cases

APPROVED AS TO CONTENT:

REVIEWED FOR FORM:

R. Neal Burt
Civil Division Chief
Criminal District Attorney's Office
Lubbock County

REVIEWED FOR FORM:

_____

County	2010 Pop	% Total Population	Avg cases per yr	%Total Cases	FY16	FY17
Anderson	58,458	0.66%	0.9	0.69%	$20,828.82	$20,828.82
Andrews	14,786	0.17%	0.4	0.31%	$7,307.91	$7,307.91
Angelina	86,771	0.97%	1.3	1.00%	$30,492.07	$30,492.07
Aransas	23,158	0.26%	0.2	0.15%	$6,398.97	$6,398.97
Archer	9,054	0.10%	0.0	0.00%	$1,576.49	$1,576.49
Armstrong	1,901	0.02%	0	0.00%	$1,000.00	$1,000.00
Atascosa	44,911	0.50%	0.6	0.46%	$14,919.98	$14,919.98
Austin	28,417	0.32%	0.9	0.69%	$15,598.06	$15,598.06
Bailey	7,165	0.08%	0.6	0.46%	$8,347.62	$8,347.62
Bandera	20,485	0.23%	0.1	0.08%	$4,750.21	$4,750.21
Bastrop	74,171	0.83%	0.5	0.38%	$18,831.42	$18,831.42
Baylor	3,726	0.04%	0	0.00%	$1,000.00	$1,000.00
Bee	31,861	0.36%	1.6	1.23%	$24,481.11	$24,481.11
Bell	310,235	3.48%	6	4.62%	$125,018.81	$125,018.81
Blanco	10,497	0.12%	0.2	0.15%	$4,194.43	$4,194.43
Borden	641	0.01%	0	0.00%	$1,000.00	$1,000.00
Bosque	18,212	0.20%	0.3	0.23%	$6,721.11	$6,721.11
Bowie	92,565	1.04%	2.9	2.23%	$50,434.37	$50,434.37
Brazoria	313,166	3.52%	1.2	0.92%	$68,728.81	$68,728.81
Brazos	194,851	2.19%	2.7	2.08%	$65,877.81	$65,877.81
Brewster	9,232	0.10%	0	0.00%	$1,607.48	$1,607.48
Briscoe	1,637	0.02%	0	0.00%	$1,000.00	$1,000.00
Brooks	7,223	0.08%	0	0.00%	$1,257.67	$1,257.67
Brown	38,106	0.43%	1.9	1.46%	$29,118.52	$29,118.52
Burleson	17,187	0.19%	0.5	0.38%	$8,909.32	$8,909.32
Burnet	42,750	0.48%	0.1	0.08%	$8,627.01	$8,627.01
Caldwell	38,066	0.43%	0.1	0.08%	$7,811.42	$7,811.42
Calhoun	21,381	0.24%	0.3	0.23%	$7,272.90	$7,272.90
Callahan	13,544	0.15%	0.1	0.08%	$3,541.63	$3,541.63
Camp	12,401	0.14%	0	0.00%	$2,159.27	$2,159.27
Carson	6,182	0.07%	0	0.00%	$1,076.41	$1,076.41
Cass	30,464	0.34%	0.5	0.38%	$11,221.12	$11,221.12
Castro	8,062	0.09%	0	0.00%	$1,403.76	$1,403.76
Chambers	35,096	0.39%	0.2	0.15%	$8,477.63	$8,477.63
Cherokee	50,845	0.57%	0.4	0.31%	$13,586.54	$13,586.54
Childress	7,041	0.08%	0	0.00%	$1,225.98	$1,225.98
Clay	10,752	0.12%	0.3	0.23%	$5,422.17	$5,422.17

Cochran	3,127	0.04%	0	0.00%	$1,000.00	$1,000.00
Coke	3,320	0.04%	0	0.00%	$1,000.00	$1,000.00
Coleman	8,895	0.10%	0.1	0.08%	$2,732.15	$2,732.15
Collingsworth	3,057	0.03%	0	0.00%	$1,000.00	$1,000.00
Colorado	20,874	0.23%	0.1	0.08%	$4,817.94	$4,817.94
Comal	108,472	1.22%	0.4	0.31%	$23,620.60	$23,620.60
Comanche	13,974	0.16%	0.2	0.15%	$4,799.85	$4,799.85
Concho	4,087	0.05%	0	0.00%	$1,000.00	$1,000.00
Cooke	38,437	0.43%	0.9	0.69%	$17,342.75	$17,342.75
Coryell	75,388	0.85%	0.8	0.62%	$22,593.35	$22,593.35
Cottle	1,505	0.02%	0	0.00%	$1,000.00	$1,000.00
Crane	4,375	0.05%	0.1	0.08%	$1,945.12	$1,945.12
Crockett	3,719	0.04%	0.1	0.08%	$1,830.90	$1,830.90
Crosby	6,059	0.07%	0.1	0.08%	$2,238.34	$2,238.34
Culberson	2,398	0.03%	0	0.00%	$1,000.00	$1,000.00
Dallam	6,703	0.08%	0	0.00%	$1,167.13	$1,167.13
Dawson	13,833	0.16%	0	0.00%	$2,408.61	$2,408.61
De Witt	20,097	0.23%	0	0.00%	$3,499.31	$3,499.31
Deaf Smith	19,372	0.22%	0.1	0.08%	$4,556.41	$4,556.41
Delta	5,231	0.06%	0.1	0.08%	$2,094.17	$2,094.17
Dickens	2,444	0.03%	0	0.00%	$1,000.00	$1,000.00
Dimmit	9,996	0.11%	0.1	0.08%	$2,923.85	$2,923.85
Donley	3,677	0.04%	0.1	0.08%	$1,823.58	$1,823.58
Duval	11,782	0.13%	0	0.00%	$2,051.49	$2,051.49
Eastland	18,583	0.21%	0.1	0.08%	$4,419.03	$4,419.03
Ector	137,130	1.54%	3.8	2.92%	$68,844.13	$68,844.13
Edwards	2,002	0.02%	0	0.00%	$1,000.00	$1,000.00
Ellis	149,610	1.68%	1	0.77%	$37,883.62	$37,883.62
Erath	37,890	0.43%	1.2	0.92%	$20,797.53	$20,797.53
Falls	17,866	0.20%	0.8	0.62%	$12,577.57	$12,577.57
Fannin	33,915	0.38%	0.5	0.38%	$11,822.01	$11,822.01
Fayette	24,554	0.28%	0	0.00%	$4,275.36	$4,275.36
Fisher	3,974	0.04%	0	0.00%	$1,000.00	$1,000.00
Floyd	6,446	0.07%	0	0.00%	$1,122.38	$1,122.38
Foard	1,336	0.02%	0	0.00%	$1,000.00	$1,000.00
Franklin	10,605	0.12%	0.6	0.46%	$8,946.60	$8,946.60
Freestone	19,816	0.22%	0.2	0.15%	$5,817.06	$5,817.06
Frio	17,217	0.19%	0.4	0.31%	$7,731.20	$7,731.20
Gaines	17,526	0.20%	0.8	0.62%	$12,518.37	$12,518.37
Galveston	291,309	3.27%	3.1	2.39%	$87,406.52	$87,406.52
Garza	6,461	0.07%	0	0.00%	$1,124.99	$1,124.99

Gillespie	24,837	0.28%	0	0.00%	$4,324.64	$4,324.64
Glasscock	1,226	0.01%	0	0.00%	$1,000.00	$1,000.00
Goliad	7,210	0.08%	0.1	0.08%	$2,438.75	$2,438.75
Gonzales	19,807	0.22%	0.7	0.54%	$11,732.20	$11,732.20
Gray	22,535	0.25%	0.8	0.62%	$13,390.54	$13,390.54
Grayson	120,877	1.36%	1.9	1.46%	$43,530.67	$43,530.67
Gregg	121,730	1.37%	2	1.54%	$44,862.54	$44,862.54
Grimes	26,604	0.30%	0.2	0.15%	$6,998.99	$6,998.99
Guadalupe	131,533	1.48%	1.3	1.00%	$38,286.06	$38,286.06
Hale	36,273	0.41%	0.5	0.38%	$12,232.59	$12,232.59
Hall	3,353	0.04%	0	0.00%	$1,000.00	$1,000.00
Hamilton	8,517	0.10%	0	0.00%	$1,482.99	$1,482.99
Hansford	5,613	0.06%	0.1	0.08%	$2,160.68	$2,160.68
Hardeman	4,139	0.05%	0	0.00%	$1,000.00	$1,000.00
Hardin	54,635	0.61%	0.7	0.54%	$17,796.48	$17,796.48
Harrison	65,631	0.74%	2.8	2.15%	$44,561.26	$44,561.26
Hartley	6,062	0.07%	0	0.00%	$1,055.52	$1,055.52
Haskell	5,899	0.07%	0	0.00%	$1,027.14	$1,027.14
Hays	157,107	1.76%	0.9	0.69%	$38,005.66	$38,005.66
Hemphill	3,807	0.04%	0	0.00%	$1,000.00	$1,000.00
Henderson	78,532	0.88%	0.7	0.54%	$21,957.44	$21,957.44
Hill	35,089	0.39%	0.5	0.38%	$12,026.43	$12,026.43
Hockley	22,935	0.26%	0	0.00%	$3,993.46	$3,993.46
Hood	51,182	0.57%	0.6	0.46%	$16,011.90	$16,011.90
Hopkins	35,161	0.39%	0.4	0.31%	$10,855.62	$10,855.62
Houston	23,732	0.27%	0.4	0.31%	$8,865.60	$8,865.60
Howard	35,012	0.39%	0	0.00%	$6,096.32	$6,096.32
Hudspeth	3,476	0.04%	0.25	0.19%	$3,563.60	$3,563.60
Hunt	86,129	0.97%	2.8	2.15%	$48,130.39	$48,130.39
Hutchinson	22,150	0.25%	0.3	0.23%	$7,406.80	$7,406.80
Irion	1,599	0.02%	0	0.00%	$1,000.00	$1,000.00
Jack	9,044	0.10%	0	0.00%	$1,574.75	$1,574.75
Jackson	14,075	0.16%	0.3	0.23%	$6,000.77	$6,000.77
Jasper	35,710	0.40%	1.5	1.15%	$23,967.96	$23,967.96
Jeff Davis	2,342	0.03%	0	0.00%	$1,000.00	$1,000.00
Jefferson	252,273	2.83%	4.1	3.16%	$92,442.95	$92,442.95
Jim Hogg	5,300	0.06%	0	0.00%	$1,000.00	$1,000.00
Jim Wells	40,838	0.46%	1.8	1.39%	$28,410.88	$28,410.88
Johnson	150,934	1.69%	1	0.77%	$38,114.16	$38,114.16
Jones	20,202	0.23%	1.1	0.85%	$16,534.34	$16,534.34
Karnes	14,824	0.17%	0	0.00%	$2,581.17	$2,581.17

Kaufman	103,350	1.16%	2.1	1.62%	$42,845.54	$42,845.54
Kendall	33,410	0.38%	0.2	0.15%	$8,184.06	$8,184.06
Kenedy	416	0.00%	0	0.00%	$1,000.00	$1,000.00
Kent	808	0.01%	0	0.00%	$1,000.00	$1,000.00
Kerr	49,625	0.56%	0.3	0.23%	$12,190.77	$12,190.77
Kimble	4,607	0.05%	0.2	0.15%	$3,168.86	$3,168.86
King	286	0.00%	0	0.00%	$1,000.00	$1,000.00
Kinney	3,598	0.04%	0	0.00%	$1,000.00	$1,000.00
Kleberg	32,061	0.36%	0.7	0.54%	$13,865.87	$13,865.87
Knox	3,719	0.04%	0	0.00%	$1,000.00	$1,000.00
La Salle	6,886	0.08%	0.3	0.23%	$4,749.02	$4,749.02
Lamar	49,793	0.56%	1.9	1.46%	$31,153.47	$31,153.47
Lamb	13,977	0.16%	0.1	0.08%	$3,617.03	$3,617.03
Lampasas	19,677	0.22%	0.4	0.31%	$8,159.54	$8,159.54
Lavaca	19,263	0.22%	0.5	0.38%	$9,270.79	$9,270.79
Lee	16,612	0.19%	0.1	0.08%	$4,075.84	$4,075.84
Leon	16,801	0.19%	0.1	0.08%	$4,108.74	$4,108.74
Liberty	75,643	0.85%	1.7	1.31%	$33,287.81	$33,287.81
Limestone	23,384	0.26%	0.9	0.69%	$14,721.71	$14,721.71
Lipscomb	3,302	0.04%	0	0.00%	$1,000.00	$1,000.00
Live Oak	11,531	0.13%	0	0.00%	$2,007.79	$2,007.79
Llano	19,301	0.22%	0	0.00%	$3,360.71	$3,360.71
Loving	82	0.00%	0	0.00%	$1,000.00	$1,000.00
Lubbock	278,831	3.13%	3	2.31%	$84,050.50	$84,050.50
Lynn	5,915	0.07%	0	0.00%	$1,029.92	$1,029.92
Madison	13,664	0.15%	0.8	0.62%	$11,845.91	$11,845.91
Marion	10,546	0.12%	0.1	0.08%	$3,019.62	$3,019.62
Martin	4,799	0.05%	0	0.00%	$1,000.00	$1,000.00
Mason	4,012	0.05%	0	0.00%	$1,000.00	$1,000.00
Matagorda	36,702	0.41%	1.1	0.85%	$19,407.33	$19,407.33
Maverick	54,258	0.61%	0	0.00%	$9,447.45	$9,447.45
McCulloch	8,283	0.09%	0	0.00%	$1,442.24	$1,442.24
McLennan	234,906	2.64%	3.7	2.85%	$84,685.63	$84,685.63
McMullen	707	0.01%	0	0.00%	$1,000.00	$1,000.00
Medina	46,006	0.52%	0.7	0.54%	$16,293.99	$16,293.99
Menard	2,242	0.03%	0	0.00%	$1,000.00	$1,000.00
Midland	136,872	1.54%	1	0.77%	$35,665.67	$35,665.67
Milam	24,757	0.28%	0.4	0.31%	$9,044.07	$9,044.07
Mills	4,936	0.06%	0	0.00%	$1,000.00	$1,000.00
Mitchell	9,403	0.11%	0	0.00%	$1,637.26	$1,637.26
Montague	19,719	0.22%	0.8	0.62%	$12,900.21	$12,900.21

Moore	21,904	0.25%	0.3	0.23%	$7,363.96	$7,363.96
Morris	12,934	0.15%	0.2	0.15%	$4,618.76	$4,618.76
Motley	1,210	0.01%	0	0.00%	$1,000.00	$1,000.00
Nacogdoches	64,524	0.72%	1.7	1.31%	$31,351.76	$31,351.76
Navarro	47,735	0.54%	0.6	0.46%	$15,411.70	$15,411.70
Newton	14,445	0.16%	0.2	0.15%	$4,881.86	$4,881.86
Nolan	15,216	0.17%	0.2	0.15%	$5,016.10	$5,016.10
Ochiltree	10,223	0.11%	0	0.00%	$1,780.04	$1,780.04
Oldham	2,052	0.02%	0	0.00%	$1,000.00	$1,000.00
Orange	81,837	0.92%	0.7	0.54%	$22,532.91	$22,532.91
Palo Pinto	28,111	0.32%	0.9	0.69%	$15,544.78	$15,544.78
Panola	23,796	0.27%	0.2	0.15%	$6,510.06	$6,510.06
Parker	116,927	1.31%	0.6	0.46%	$27,459.47	$27,459.47
Parmer	10,269	0.12%	0	0.00%	$1,788.05	$1,788.05
Pecos	15,507	0.17%	0.5	0.38%	$8,616.79	$8,616.79
Polk	45,413	0.51%	1.6	1.23%	$26,840.80	$26,840.80
Potter	121,073	1.36%	1.6	1.23%	$40,014.78	$40,014.78
Presidio	7,818	0.09%	0	0.00%	$1,361.28	$1,361.28
Rains	10,914	0.12%	0.6	0.46%	$9,000.40	$9,000.40
Randall	120,725	1.36%	1.6	1.23%	$39,954.19	$39,954.19
Reagan	3,367	0.04%	0	0.00%	$1,000.00	$1,000.00
Real	3,309	0.04%	0.1	0.08%	$1,759.51	$1,759.51
Red River	12,860	0.14%	0.5	0.38%	$8,155.90	$8,155.90
Reeves	13,783	0.15%	0.1	0.08%	$3,583.25	$3,583.25
Refugio	7,383	0.08%	0	0.00%	$1,285.53	$1,285.53
Roberts	929	0.01%	0	0.00%	$1,000.00	$1,000.00
Robertson	16,622	0.19%	0.7	0.54%	$11,177.62	$11,177.62
Rockwall	78,337	0.88%	0.3	0.23%	$17,190.12	$17,190.12
Runnels	10,501	0.12%	0	0.00%	$1,828.44	$1,828.44
Rusk	53,330	0.60%	2	1.54%	$32,952.68	$32,952.68
Sabine	10,834	0.12%	0.4	0.31%	$6,619.79	$6,619.79
San Augustine	8,865	0.10%	1	0.77%	$13,376.99	$13,376.99
San Jacinto	26,384	0.30%	1.1	0.85%	$17,610.75	$17,610.75
San Patricio	64,804	0.73%	0.3	0.23%	$14,833.75	$14,833.75
San Saba	6,131	0.07%	0.7	0.54%	$9,350.92	$9,350.92
Schleicher	3,461	0.04%	0	0.00%	$1,000.00	$1,000.00
Scurry	16,921	0.19%	0.2	0.15%	$5,312.98	$5,312.98
Shackelford	3,378	0.04%	0	0.00%	$1,000.00	$1,000.00
Shelby	25,448	0.29%	0.9	0.69%	$15,081.09	$15,081.09
Sherman	3,034	0.03%	0.1	0.08%	$1,711.62	$1,711.62
Smith	209,714	2.35%	3.8	2.92%	$81,482.52	$81,482.52

Somervell	8,490	0.10%	0	0.00%	$1,478.29	$1,478.29
Starr	60,968	0.68%	1.5	1.15%	$28,365.91	$28,365.91
Stephens	9,630	0.11%	0	0.00%	$1,676.78	$1,676.78
Sterling	1,143	0.01%	0	0.00%	$1,000.00	$1,000.00
Stonewall	1,490	0.02%	0	0.00%	$1,000.00	$1,000.00
Sutton	4,128	0.05%	0.2	0.15%	$3,085.45	$3,085.45
Swisher	7,854	0.09%	0.2	0.15%	$3,734.23	$3,734.23
Taylor	131,506	1.48%	1.1	0.85%	$35,914.68	$35,914.68
Terrell	984	0.01%	0	0.00%	$1,000.00	$1,000.00
Terry	12,651	0.14%	0.1	0.08%	$3,386.14	$3,386.14
Throckmorton	1,641	0.02%	0	0.00%	$1,000.00	$1,000.00
Titus	32,334	0.36%	0.1	0.08%	$6,813.36	$6,813.36
Tom Green	110,224	1.24%	0.2	0.15%	$21,558.97	$21,558.97
Trinity	14,585	0.16%	0	0.00%	$2,539.55	$2,539.55
Tyler	21,766	0.24%	0.5	0.38%	$9,706.62	$9,706.62
Upshur	39,309	0.44%	0.9	0.69%	$17,494.58	$17,494.58
Upton	3,355	0.04%	0.1	0.08%	$1,767.52	$1,767.52
Uvalde	26,405	0.30%	0.4	0.31%	$9,331.02	$9,331.02
Val Verde	48,879	0.55%	0.4	0.31%	$13,244.21	$13,244.21
Van Zandt	52,579	0.59%	0.7	0.54%	$17,438.48	$17,438.48
Victoria	86,793	0.97%	2.4	1.85%	$43,512.64	$43,512.64
Walker	67,861	0.76%	0.2	0.15%	$14,182.69	$14,182.69
Waller	43,205	0.49%	0.9	0.69%	$18,172.96	$18,172.96
Ward	10,658	0.12%	0.1	0.08%	$3,039.12	$3,039.12
Washington	33,718	0.38%	0.2	0.15%	$8,237.69	$8,237.69
Webb	250,304	2.81%	1.2	0.92%	$57,783.22	$57,783.22
Wharton	41,280	0.46%	1.6	1.23%	$26,121.16	$26,121.16
Wheeler	5,410	0.06%	0.1	0.08%	$2,125.33	$2,125.33
Wichita	131,500	1.48%	1.7	1.31%	$43,013.68	$43,013.68
Wilbarger	13,535	0.15%	0.5	0.38%	$8,273.43	$8,273.43
Willacy	22,134	0.25%	0.5	0.38%	$9,820.78	$9,820.78
Wilson	42,918	0.48%	0	0.00%	$7,472.92	$7,472.92
Winkler	7,110	0.08%	0	0.00%	$1,238.00	$1,238.00
Wise	59,127	0.66%	0.5	0.38%	$16,211.94	$16,211.94
Wood	41,964	0.47%	0.3	0.23%	$10,856.83	$10,856.83
Yoakum	7,879	0.09%	0	0.00%	$1,371.90	$1,371.90
Young	18,550	0.21%	0.2	0.15%	$5,596.62	$5,596.62
Zapata	14,018	0.16%	0.1	0.08%	$3,624.17	$3,624.17
Zavala	11,677	0.13%	0	0.00%	$2,033.21	$2,033.21

AGENDA **December 14, 2015**

Consider and possibly approve an Abatement Agreement for property located in the reinvestment zone between Pure Renewables Port Arthur, LLC and Jefferson County, Texas pursuant to Section 312.401, Texas Tax Code.

P. O. No. 6465
07/30/15 vrt

ORDINANCE NO. 15-35

AN ORDINANCE DESIGNATING A TAX ABATEMENT REINVESTMENT ZONE FOR THE DOWNTOWN/PORT OF PORT ARTHUR AREA

WHEREAS, under Chapter 312, Property Development of the Texas Property Tax Code, a municipality may designate an area as a tax abatement reinvestment zone; and

WHEREAS, a public hearing was held on July 21, 2015 to take comments on the proposed designation; and

WHEREAS, notice of this hearing was provided to the presiding officer of all taxing units that include in their boundaries the property that is to be included in the Zone.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ARTHUR:

Section 1. That the facts and opinions in the preamble are true and correct.

Section 2. That the area of the City, as denoted in the attached map as Exhibit "A", which is the same area, is hereby designated as a tax abatement reinvestment zone, known as the "Downtown/Port of Port Arthur Area Reinvestment Zone".

Section 3. That a portion of Exhibit "A" is located in the Port Arthur Downtown Reinvestment Zone #1 and its inclusion in the Downtown/Port of Port Arthur Area Reinvestment Zone is contingent upon the removal of this area from the Port Arthur Downtown Reinvestment Zone #1.

Section 4. That the City Council finds that the designation of the Reinvestment Zone would likely result in the designation to contribute to the retention or expansion of primary employment or attract major investment in the zone that would benefit the property and that would contribute to the economic development of the City.

Section 5. That if any section, subsection, sentence, clause, phrase, or portion of this Ordinance, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 6. That the term of this designation shall be five (5) years from the effective date of this Ordinance and may be renewed for periods of five (5) years.

Section 7. That all Ordinances and parts of Ordinances in conflict herewith are hereby repealed, but only to the extent of such conflict.

Section 8. That a copy of the caption of this Ordinance be spread upon the Minutes of the City Council.

Section 8. That this being an Ordinance which does not carry a penalty and does not require publication, it shall take effect immediately from and after its passage.

READ, ADOPTED AND APPROVED on this 4th day of August, A.D., 2015, at a Council Meeting of the City Council of the City of Port Arthur, Texas, by the following vote: AYES:

Mayor: Prince, Maya & Tom Tramel,

Councilmembers: Scott, Hamilton, Mosley, Lewis and Swati,

,

NOES: None.

Deloris Prince
MAYOR

ATTEST:

Kelly Meaux on behalf of
SHERRI BELLARD
CITY SECRETARY

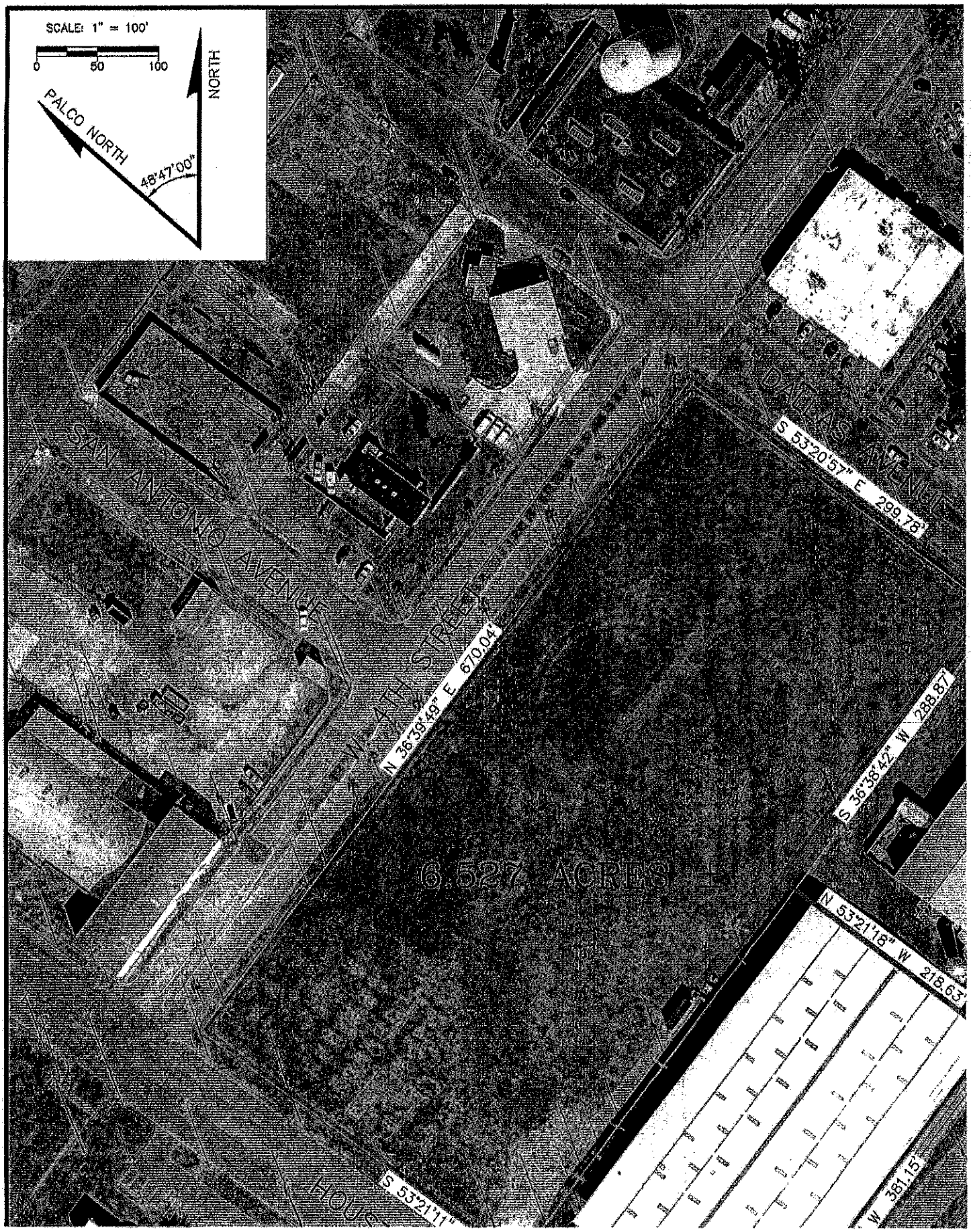
APPROVED AS TO FORM:

Val Tizeno
VALECIA TIZENO
CITY ATTORNEY

APPROVED FOR ADMINISTRATION:

BRIAN MCDOUGAL
CITY MANAGER

EXHIBIT "A"


SCALE: 1" = 100'
0
50
100
NORTH
PALCO NORTH
48°47'00"
SAN ANTONIO AVENUE
W. 4TH STREET
DALLAS AVENUE
S 53°20'57" E 299.78'
N 36°39'49" E 670.04'
S 36°38'42" W 288.87'
N 53°21'18" W 218.63'
6.527± ACRES
S 53°21'11"
381.15'

SCALE: 1" = 200'
0
100
200
NORTH
PALCO NORTH
48°47'00"
N 52°21'24" W
202.56'
S 37°36'01" W 1200.37'
N 37°38'36" E 1200.92'
RAD = 554.93'
ARC = 300.34'
CHD = 296.68'
BRG = N 15°35'33" E
N 19°56'47" E 16.04'
RAD = 503.64'
ARC = 117.85'
CHD = 117.59'
BRG = N 08°12'17" W
N 53°51'55" E 103.81'
S 52°11'54

EXHIBIT D – "List of HUB/ DBE Companies"

Minority Business Directory

*** Indicates certification as a HUB/DBE has been obtained**

Accountants/ Certified Public

ComPRO Tax
Denise White
2720 N. 11th Street
Beaumont, TX 77703
Tel: 409-924-7777
Fax: 409-924-0610
Website: www.comprotax.com

Fedric Zeno, Sr.
ComPRO Tax, Inc.
2905 Laurel Ave.
Beaumont, TX 77703
Tel: 409-832-1099
Fax: 409-832-2108
Home: 409-840-5129
Email: zenoandassociate@aol.com

Gayle Botley
Botley & Associates, CPA's
Tel: 409-833-8757

Joanne Spooner
South Park ComPRO Tax
4390 Highland Avenue
Beaumont, TX 77705
Tel: 409-832-8299
Fax: 409-832-1661
Website: www.comprotax.com

*Stephanie Clark
The Ann Group
2700 Blanchette St. (01)
Tel: 409-813-3696
Fax: 409-813-3404
Email: sclark@theanngroup.com

Mr. Yusuf Muhammad
ComPRO Tax
999 S. 4th St.
Beaumont, TX 77701
Tel: 409-832-3565
Fax: 409-832-2252
Website: www.comprotax.com

Ms. Margaret Bostic
That Too
Tel: 409-842-6966

Advertising & Public Relations

Jessie Haynes & Associates
P.O. Box 22577
Beaumont, TX 77720
Tel: 409-838-2222
Website: www.haynespr.com

Texas Black Pages
P.O. Box 22577
Beaumont, TX 77720
Tel: 409-838-2222
Website: www.texasblackpages.com

Agricultural

Lloyd J. Hebert
Cooperative Extension Program
1295 Pearl St
Beaumont, TX 77701
Tel: 409-835-8461
Cell: 409-351-1331

Air Conditioning Repair

Big-O Air Conditioning & Heating
1370 Lavaca
Beaumont, TX 77705
Tel: 409-833-4817
Cell: 409-656-0827

J&W A/C Heating
Ivory Joe Harris
5465 Emerald Dr.
Beaumont, TX 77705
Tel: 409-842-2389

Jon D. Welch
Coushatta
P.O. Box 13071
Beaumont, TX 77726
Tel: 409-899-2552
Email: jon@coushatta-services.com
Website: www.coushatta-services.com

LanLos Appliance & Air Conditioning Repair
P.O. Box 5513
Beaumont, TX 77726
Tel: 409-724-4101

Villery's
Refrigeration & Air Conditioning Service
Tel: 409-838-2233

Barbecue/ Caterers

Charlie Dean
Dean's Bar-B-Q & Catering
805 Magnolia
Beaumont, TX 77701
Tel: 409-835-7956

Eugene Sam
Tillmans Barbecue Pit
1104 Sherman St
Beaumont, TX 77701
Tel: 409-838-5592

Gerard's Barbecue Diner
3730 Fannett Rd
Beaumont, TX 77705
Tel: 409-842-9135

Jack Patillo Barbecue
2775 Washington Blvd.
Beaumont, TX 77705
Tel: 409-833-3154

Leonard Broussard
Broussard's Bar-B-Q
2930 S. 11th Street
Beaumont, TX 77701
Tel: 409-842-1221

*Mouton's Catering
3845 Washington Blvd
Beaumont, TX 77705
Tel: 409-842-4933

Carpet/ Flooring

*Alton & Michelle Babineaux
Bab's Carpet
4940 Highland Ave.
Beaumont, TX 77705
Tel: 409-833-7484
Fax: 409-790-4218

Delores Fruge
Power Stretch Carpet
502 S. 4th St.
Beaumont, TX 77701
Home: 409-832-8626
Cell1: 409-617-1862
Cell2: 409-338-9907
Fax: 409-833-3230

Raymon and Sharonne Morris
Morris and Morris Floor Covering
4515 Ironton
Beaumont, TX 77703
Home: 409-833-5011
Tel: 409-553-9861

Computer Service & Repair

Chris Martin
601 Woodworth
Port Arthur, TX 77642
Tel1: 409-982-3528
Tel2: 409-982-3529

David Leaven / Marcus Frank
F & L Computer Solutions
P.O. Box 328-A
Winnie, TX 77665
Tel: 409-351-1256

Consultant

Felicia Young, Owner
Five Star Business Solutions
Tel: 409-466-6038

Contractors /Construction Services/Community Development/ Home Builders

Al Armstrong
SEATECH
3227 Highland Ave
Beaumont, TX 77701
Tel: 409-350-5620

Albert Ceaser
CMM Construction
Tel 409-842-1250

Arthur Limbrick, Sr.
Lim Construction, Inc.
Commercial & Residential Building
4935 Fannett Road
Beaumont, TX 77705
Tel: 409-842-9765
Fax: 409-842-9141
Cell: 409-338-0832

Celestine's Construction
510 Palm St.
Beaumont, TX 77705
Tel: 409-832-1342

*Christene Sonnier
Coastal Industrial Services, Inc.
P.O. Box 158
Port Neches, TX 77651
Tel: 409-736-3797
Cell: 409-728-5072

205 West Hwy 365, Ste. A
Port Arthur, TX 77640
Fax: 409-736-2270
Email: www.coastaltxs@aol.com

Cornelius Harris
Alamo Contractors

Don LaFleur
Don LaFleur Construction & Homes
5681 Eastex Freeway
Beaumont, TX 77708
Tel: 409-347-0593

Donald Ray Wise
Wise Barricades
Tel: 409-835-5113

Eddie Senigaur
Senigaur Home Builder & General Contractor
3196 Washington Blvd.
Beaumont, TX 77705
Tel: 409-842-5220
Fax: 409-842-2983

Jerry Ball- VP
EnviroTech Services LLC
Southeast Texas Division
3024 Commerce St.
Port Arthur, TX 77642
Tel: 409-790-5910
Toll Free: 800-286-3695
Email: jerry.ball@osfinc.net

*Joshua Allen
J. Allen contractors, Inc.
Tel: 409-833-8947
Email: office@jallenmgmt.com

Lloyd Broussard
EnviroTech Services, LLC
4002 Caroline Street
Houston, TX 77004
Tel: 713-551-6671

Ernestine Wade
Gulf Coast Industrial Contractors, Inc.
Tel: 409-842-1522

Joe Wheaton
Joe Wheaton Construction Co.

Johnny Casmore
Builders, Inc.
7295 Ellen Lane
Beaumont, TX 77708
Tel: 409-892-2223
Fax: 409-466-1251

Joseph D. Deshotel
DEZ-TEX Construction, Inc.
Tel: 409-842-4844

*Kenny Timms
KT Maintenance
Tel: 409-982-9952
Email: Kenny.tims@ktmaintenance.com

Mr. Vories Lornette, Sr.
Faith Construction
Tel: 409-794-2615

Mr. Matt Hopson
Southeast TX Community Development
1460 Gladys
Beaumont, TX 77701
Tel: 409-835-7527
Fax: 409-835-1680
Email: mhopson@setcdc.org

Mrs. Antoinette J. Hardy
Beaumont Community Development
505 E. Florida
Beaumont, TX 77705
Tel: 409-813-2158
Fax: 409-813-2165
Email: ahardy1969@yahoo.com

Ms. Mary Randall
J&M construction
Tel: 409-842-0967

Naomi Lawrence-Lee
CNB Development Group
Tel: 409-767-8037
Email: nlee@cnbhomes.com

Ories Holmes
Ories Holmes Construction
Tel: 409-842-3943

Paul Buxie
Buxie Builders
Tel: 409-833-2028

Perkins brown
Brown Fencing & construction
Tel: 409-833-1533

R. Anthony Lewis II
Custom Home Design & Building
Tel: 409-839-4735

Ray Marsh
RAM Contracting Services
Tel: 214-597-0541
Email: ray@rammep.com

Richard Gilbert / Bruce Dunbar
Owner / Superintendent
GP Realty Building Co.
648 Orleans
Beaumont, TX 77701
Richard Tel: 281-895-7773
Bruce Tel: 409-454-6356
Fax: 409-835-6775

*Roosevelt Petry
GP Industrial Contractors, Inc.
rpetry@gpic2000.com
Port Arthur, TX 77640
Tel: 281-850-8889

Steve Andrus
Andrus Construction
Beaumont, TX 77703
Home: 409-835-4397
Work: 409-835-8629
Cell: 409-466-1860

William Kenebrew, Sr.
Kenebrew Masonary
Tel: 409-866-3310

Commodities

*Loma George
LG Supplies
9545 Riggs Street
Beaumont, TX 77707
lomageorge@att.net
Tel: 409-782-4086

Copy Services

Jeanette Rideau
Reliable Copy Service
2498 Washington Blvd –B
Beaumont, TX 77705
Tel: 409-835-1218
Fax: 409-838-0064
Email: jeanetteRCS@sbcglobal.net

Council

Beverly L. Hatcher- President
Golden Triangle Minority Council, Inc.
P.O. Box 21664
Beaumont, TX 77720-1664
Tel: 409-962-8530
Fax: 409-898-8077
Email: gtmbc@ih2000.net
Website: www.gtmbc.com

Electrical/ Mechanical Contractors

Calvin Walker
Walker's Electric Company
2916 Magnolia Street
Beaumont, TX 77703
Tel: 409-212-9244
Fax: 409-212-9245

*Gregory T. Johnson, Sr.
GJETCO
P.O. Box 22735
Beaumont, TX 77720
Tel: 409-866-3829
Fax: 409-866-6962

*Joseph C. Ledet, III
Ledet Electrical Services
Tel: 409-896-5471
Cell: 409-791-1366

Ray Marsh
RAM Electrical & Mechanical Contractors
3467 Elinor
Beaumont, TX 77705
Cell: 214-597-0541
Fax: 972-539-2422
Email: ray@ram4mep.com

Employment Services

Imogene Chargois
Texas Workforce Centers of Southeast Texas
304 Pearl Street
Beaumont, TX 77701
Tel: 409-839-8045
Fax: 409-835-0774
Email: imogene.chargois@setworks.org

*Luis G. Silva
Silva Employment Network
2901 Turtle Creek Drive, Suite 205
Port Arthur, TX 77642
Tel: 409-727-4024
Fax: 409-727-4094
Email: lgsilva1940@aol.com

Energy

Syed Mohiuddin
Apex Petroleum & Energy Xpress, LLC
The Apex Plaza
9100 SW Freeway, Suite 201
Houston, TX 77074
Tel: 713-541-2755
Fax: 713-541-5535
Website: www.syed@apexgroupofcompaines.com

Engineers

*Andy Chica
Chica & Associates Inc.
595 Orleans, Suite 508
Beaumont, TX 77701
Tel: 409-833-4343

Sina K. Nejad, P.E.
Sigma Engineers, Inc.
4099 Calder Avenue
Beaumont, TX 77706
Tel: 409-898-1001
Fax: 409-898-3420
Email: mail@sigmaengineers.com

Environmental

Bennard L. Nelson, Jr.
Legacee Environmental
6001 Savoy, Suite 204
Houston, TX 77035
Tel: 713-218-8647
Fax: 713-218-8649
Email: bnelson@legaceenvironmental.com

Florists- Retail

Mr. Walter McCloney
McCloney Florist
2690 Park St
Beaumont, TX 77701
Tel: 409-838-6861
Fax: 409-838-0085
Email: waltermccloney@sbcglobal.net

Home Repair & Maintenance

Clinton Ford
Clint's Maintenance and Repairs
8345 Lawrence Drive
Beaumont, TX 77708
Tel: 409-899-4547

Industrial Consultant

B.D. Belvin and Assoc.
Consulting Business Development
9692 Westhiemer Rd., Suite 83
Houston, TX 77063
Tel: 512-789-8178
Email: david@bdbelvin.com
Website: www.bdbelvin.com

Glenn J. Walters
Home Sweet Home Enterprise, Inc.
5212 Culpepper PL
Wesley Chapel, FL 33544
Tel: 813-907-9499
Cell: 813-503-8896
Fax: 813-994-9557
Email: glennjwalters@aol.com

Insurance

Bobby L. Holmes
Farmers Insurance Group
1120 Woodworth Blvd.
Port Arthur, TX 77640
Tel: 409-982-1200
Fax: 409-982-1300
Email: bholmes@farmeragent.com

Byron Lewis
LRC Insurance, Inc.
190 S. Dowlen Road
Beaumont, TX 77707
Tel: 409-866-7073
Cell: 409-466-3664
Email: lrcinsurance@yahoo.com

Charles E. Taylor
Farmers Insurance Group
3355 Washington Blvd.
Beaumont, TX 77705
Tel: 409-842-8300
Home: 409-866-8412
Email: mrcharlestaylor@cs.com

O'Dell E. Harmon
A & M Marketing
595 Orleans, Suite 1128
Beaumont, TX 77701
Tel: 409-466-2533
Email: odharm21@yahoo.com
Website: www.coloniallife.com

Lora Brooks Francis
Insurance Medical Services, Inc.
8100 Lemon Tree Court
Port Arthur, TX
Tel & Fax: 409-722-0077
Cell: 409-289-0945

Mark A. Williams
Protectors Insurance & Financial Services
2600 South Loop West, Suite 520
Houston, TX 77054
Tel: 832-347-6080
Fax: 713-660-9977

Email: mwilliams@protectorinsurance.com

Mr. Lawrence Evans
Farmers Insurance Co.
3355 Washington Blvd.
P.O. Box 22897
Beaumont, TX 77720
Tel: 409-842-8300
Fax: 409-842-8304
Email: levansinsurance@msn.com

Tarik Cooper
Frank and Cooper, Inc.
125 IH 10 North Street, Suite 410
Beaumont, TX 77707
Tel: 409-284-5341
Cell: 409-939-0247

Thelma Jefferson
Discount Medical & Dental
5125 Folsom
Beaumont, TX 77706
Tel1: 409-899-9194
Tel2: 409-4661822
Email: cautiousscenery@aol.com

Investment

Connie D. Gist
EdwardJones
4414 Dowlen Road, Suite 102
Beaumont, TX 77706
Tel1: 409-896-5852
Toll Free1: 888-368-2620
Toll Free2: 888-898-7188
Website: www.edwardjones.com

Lawn Care

Ava S. Hamilton
B & A Lawn Care Service
P.O. Box 22855
Tel1: 409-866-9399
Tel2: 409-651-9955
Tel3: 409-651-9954

*Michael Alfred
The Garden of Gethsemane
Tel: 409-842-2773

Logistic

*Ray Deshotel
Beaumont Warehouse-Transportation
P.O. Box 20477
Beaumont, TX 77720
Tel: 409-883-9997
Fax: 409-883-4208
Cell: 409-299-0053
Email: ldeshotel@pnx.com

Maintenance

Kenny L. Tims, Sr.- President
KT Maintenance Company, Inc.
800 Proctor Street
Port Arthur, TX 77640
Tel: 409-982-9952
Fax: 409-982-4851
Email: kenny.tims@ktmaintenance.com

Misc.

Clarence C. Jones
M&R Cleaning Services
Tel: 409-833-4535

Delois Roy
Art World
Tel: 409-892-7638

J.M. Kaufman
J.M. Kaufman Materials Co.
Tel: 409-985-4906

James Holmes
James Holmes Enterprises, Inc.
Tel: 409-842-3685

*Toni Prados
Area Impressions Caps & T's
Tel: 409-833-4561
Email: bprados@swbell.net

Office Supply

Howard Giron
Select Business Products
P.O. Box 22741
Beaumont, TX 77720
Tel: 409-866-3224
Fax: 409-866-1401

Pest Control
Colton (Bubba) Moore, Owner
Moore Superior Pest Control, Inc.
Tel: 409-899-1799

Photography

Harold's Photography
2705 S. Fourth St
Beaumont, TX 77705
Tel: 409-794-5376
Fax: 409-842-4143
Email: haynes.haynes@sbcglobal.net

Johnny Beatty Barry
Photographer & Videographer
2906 Roberts St.
Beaumont, TX 77701
Tel: 409-842-3903

Sonny Perkins
Sonny's Video
2290 Morrison
Beaumont, TX 77701
Tel: 409-832-9380

Plumbing

A.J.
Martha's Sewage and Drainage Service
2370 Columbia Street

Beaumont, TX 77701
Tel: 409-833-2796

Charles chevis
Joe Simon Plumbing & Heating
Tel: 409-842-0490

News/ Media/ Publications

Angel San Juan
KFDM 6 & WB 10 KWBB
P.O. Box 7128
Beaumont, TX 77726-7128
Tel: 409-895-4661
Fax: 409-892-7305
Email: angels@kfdm.com

Helen Hunter Tubbs
Spotlight Magazine
P.O. Box 41203
Beaumont, TX 77725
Tel: 409-832-3494
Fax: 409-832-6171

Jesse Samuels, Sr.
Cumulus
755 S. 11th Street, Suite 102
Beaumont, TX 77701
Tel: 409-833-9421
Fax: 409-833-9296
Home: 409-983-5404

Jessie Haynes
NAC Publishing- 10 Stupid Things
P.O. Box 22577
Beaumont, TX 77720
Tel: 409-838-2222

Mr. A. B. Bernard
BGI Enterprise
PO Box 22077
Beaumont, TX 77720-2077
Tel: 409-833-0303
Fax: 409-833-0744

Ms. Vicke Frank
KZZB Radio

2531 Calder Ave.
Beaumont, TX 77702
Tel: 409-833-0990
Fax: 281-424-7588

Tracie Payne
CUSH Magazine
P.O. Box 22197
Beaumont, TX 77720
Tel: 409-212-1111
Website: www.cush.com

Purchasing/ Procurement

Odell Wynn
WGN Procurement
2626 South Loop West, Suite 545
Houston, TX 77054
Tel: 713-857-8359

Real Estate

Dr. Kevin Moulton
Synergy International Realty
2955 Laurel St.
Beaumont, TX 77702
Tel: 409-835-1111
Fax: 409-866-5463
Email: drvinnie@sbcglobal.net

Kim Fenner
ERA Team REALTORS
2396 Eastex Freeway
Beaumont, TX 77703
Tel: 409-898-0701
Fax: 409-898-8591
Cell: 409-893-0735
Email: kim.fenner@era.com
Website: www.erateamrealtors.com

Mr. Pat Gibbs
G-Team Real Estate
3229 Washington Blvd.
Beaumont, TX 77705
Tel: 409-832-2500
Fax: 409-832-2515
Email: phgibbs@sbcglobal.net

Mrs. Dee Richard Chavis
Dee Richard Real Estate
999 S. 4th St.
Beaumont, TX 77701
Tel: 409-839-4580
Fax: 409-839-4395
Email: drealestate@gt.rr.com

Mrs. Patricia Beckett White
Dee Richard Real Estate
999 S. 4th St.
Beaumont, TX 77701
Tel: 409-839-4580
Fax: 409-839-4395
Email: drealestate@gt.rr.com

Mrs. Patricia Beckett White
Dee Richard Real Estate
999 S. 4th St.
Beaumont, TX 77701
Tel: 409-839-4580
Fax: 409-839-4395
Email: drealestate@ft.rr.com

Mrs. Willie Mae Thomas
Five Brothers Investments
6140 W. Windemere Dr.
Beaumont, TX 77713
Tel: 409-898-4100
Cell: 409-201-0777
Fax: 409-898-4090
Email: grannysboy4@yahoo.com

Walter Kyles, Jr. & Co.
Insurance- Real Estate- Construction
2875 Washington Blvd
Beaumont, TX 77705
Tel: 409-842-3444
Fax: 409-842-9770
Cell: 409-338-1365
Email: kyles@aol.com

Restaurants

Floyd & Carol Dixon
Southern Delight Restaurant
3195 Washington Blvd.
Beaumont, TX 77705
Tel: 409-840-5025

Frank Owens, Proprietor
Dairy Queen
3755 College St.
Beaumont, TX 77701
Tel: 409-838-4723

Nolan Hines, Jr.
Taste of Orleans
672 Orleans St.
Beaumont, TX 77701
Tel: 409-833-9460
Cell: 409-553-4632
Fax: 409-833-9470
Website: www.tasteoforleansonline.com

Roofing

John & Lawrence
Norman & Norman Roofing
Beaumont, TX
John Tel: 409-454-8586
Lawrence Tel: 409-838-4266

Sanitary Supply

Armstead Price, Owner
MVP Janitorial Inc.
5430 Concord Road, Suite A
P.O. Box 22961-2961
Beaumont, Tx 77720
Tel: 409-347-4100
Cell: 409-454-5100

*S and S – Enterprises
PO Box 1983
Beaumont, TX 77704
Tel: 409-842-0594
Fax: 409-842-0594
Pager: 409-726-3624

The Invisible Armor
Tammy Powell
P.O. Box 22492
Beaumont, TX 77720
Tel: 409-840-9801
Fax: 409-840-9815
Email: www.iarmor.net

Trophies

*Harold Williams & Sherrie Charles
AAA Trophy Shop & Etc.
4570 Highland Ave
Beaumont, TX 77705
Tel: 409-651-6050
Fax: 409-842-6473
Email: aaatrophyshop@yahoo.com

Trucking/Heavy Hauling

Alex J. Jeanmard
J&J Trucking
Tel: 409-833-3026

Erwin Charles
Charles Trucking
Tel: 409-835-5805

Delisa Bean
Dawn Express
2005 Broadway, Suite 113
Beaumont, TX 77702
Tel: 409-212-8222

Frank Patillo
Frank Patillo Trucking
Tel: 409-833-0804

Gerald Castille
G&S Trucking & Mowing
Tel: 409-832-8347

Chris Gobert
Gobert Trucking Company
Tel: 409-838-5079

Jerry P. Bernard

Bernard's Trucking
Tel: 409-842-1259

Joseph Charles
J&P Trucking
Tel: 409-835-3119

Mrs. Shelia M. Mire
W&S Mire Trucking

Roland Eaglin
Roland Eaglin Trucking
Tel: 409-835-0100

Wrecker Services
Mr. Chuck Guillory
Chuck's Wrecker Service
2945 Blanchette Service
Beaumont, TX 77701
Tel: 409-832-8228
Fax: 409-833-8348

Tommy Guillory
Guillory's Wrecker Services
4020 Fannett Rd
Beaumont, TX 77705
Tel: 409-842-5106
Bernard Simon
Mirror Shine & Shoe Repair
657 Park
Beaumont, TX 77701
Tel: 409-835-5722

AN ORDER PROHIBITING THE POSSESSION OF FIREARMS IN THE JEFFERSON COUNTY COURTHOUSE AND OFFICE BUILDINGS

WHEREAS. 84 H.B. 910 made several amendments to the Texas Government Code and the Texas Penal Code to allow open carry of firearms by persons holding a valid concealed weapons license; and

WHEREAS, much confusion has arisen in the public as to whether they may permitted to openly carry or carry a concealed firearm on their person within the Jefferson County Courthouse , Jefferson County Annex Building and where Justice of the Peace courtrooms are located; and

WHEREAS, H.B. 910 did not amend Section 46.03 to allow carrying firearms in courthouses and buildings where courts are located; and

WHEREAS, the Commissioners Court desires and intends to protect the safety of all those entering the Jefferson County Courthouse , Jefferson County Annex Building and where Justice of the Peace courtrooms are located to provide a safe place to conduct business; and

WHEREAS, H.B. 910 and its amendments do make provisions to allow authorized law enforcement officials and security personnel to carry firearms on these referenced premises pursuant to their employment.

IT IS THEREFORE ORDERED that;

1. No person who is not a duly authorized peace officer or security employee , community supervisor, judicial officer, parole officer, retired peace officer, federal criminal investigator, district attorney, assistant district attorney, bailiff, juvenile probation officer or active duty members of armed forces, or any other person exempt by the language of Section 46.15 of the Texas Penal code, shall be allowed to carry any firearm within Jefferson County Courthouse , Jefferson County Annex Building and where Justice of the Peace courtrooms are located.
2. Appropriate signage shall be placed at the entrances of all referenced premises to warn of this prohibition.
3. Any offense under this Order shall be punishable as a Class A misdemeanor unless it is upon premises of a correctional facility and the Jefferson County Courthouse, which houses a correctional facility, in which case it is punishable as a felony of the third degree.

SIGNED this ____ day of _____, 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

Jefferson County Tourism Commission

Memo

To: Commissioners Court

From: Kathi Weathington Hughes

Date: 12/9/2015

Re: Formally tabled Fall 2015 HOT Grant Cycle Recommendations

---

Please see the attached Hotel Occupancy Tax grant applications that were tabled during the Fall 2015 grant cycle. These two applications are the final ones. The recommendations from the Jefferson County Tourism Committee are listed below.

	Requested	Recommendation
Southeast Texas Baseball Academy	$6,620	$6,620
Southwest Grotto Association	$2,000	$800

This will be an agenda item on December 14, 2015 during Commissioners Court.

Please feel free to give me a call if you have any questions.

Office 409/842-0500 cel 409/679-2808

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

December 9, 2015

Judge Jeff R. Branick and
Commissioners Court
Jefferson County Courthouse
Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of November 30, 2015, including interest earnings.

The weighted average yield to maturity on the County's investments is 1.352%. The interest rate on funds invested in an investment account at Wells Fargo is currently .320%.

The 90 day Treasury interest rate on November 30, 2015 was 0.19% and the interest on your checking accounts for the month of November was .284%

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 December 14, 2015, to be received and filed.

Sincerely,

Tim Funchess

Tim Funchess, CCT, CIO
Enclosure

Agenda should read:
Receive and File Investment Schedule for November, 2015,
including the year to date total earnings on County funds.

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JEFFERSON COUNTY
MONTH END NOVEMBER 30, 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-Nov-15	$7,715.37	$7,715.37	100	0.320%	30-Nov-15	NONE	30	30	7580310386	WELLS FARGO	$7,715.37				$7,715.37
CDs and Securities																
FNMA 1.30% (NEW)	27-Nov-15	$2,000,000.00	$2,000,000.00	100	1.300%	27-Nov-18	27-May-16	1093	1096	3135G0G98	WELLS SECURITIES	$1,996,400.00	$99.82	$288.89	$0.00	$1,996,688.89
FHLMC 1.20% (NEW)	30-Nov-15	$2,000,000.00	$2,000,000.00	100	1.200%	23-Nov-18	23-May-16	1089	1089	3134G75B3	WELLS SECURITIES	$1,990,200.00	$99.51	$66.67	$0.00	$1,990,266.67
FHLMC 1.40 %	17-Aug-15	$2,000,000.00	$2,000,000.00	100	1.400%	17-Aug-18	17-Nov-15	991	1096	3134G7MC2	COASTAL SECURITIES	$1,999,400.00	$99.97	$8,088.89	$0.00	$2,007,488.89
FHLMC 1.45%	10-Sep-15	$2,000,000.00	$2,000,000.00	100	1.450%	10-Sep-18	10-Dec-15	1015	1096	3134G7TE1	NATIONAL ALLIANCE	$2,000,400.00	$100.02	$6,525.00	$0.00	$2,006,925.00
ICD-BMW Bank 1.05%*	20-Jun-14	$248,000.00	$248,000.00	100	1.050%	20-Jun-17	None	568	1096	05580AAK0	WELLS SECURITIES	$248,000.00	$100.00	$1,170.02	$2,604.00	$249,170.02
ICD-Discover Bk 1.60%*	13-Nov-15	$248,000.00	$248,010.87	100	1.600%	13-Nov-18	None	1079	1096	254672WL8	WELLS SECURITIES	$248,000.00	$100.00	$195.68	$0.00	$248,195.68
ICD-Ally Bank 1.60%*	13-Nov-15	$248,000.00	$248,010.87	100	1.600%	13-Nov-18	None	1079	1096	02006LVQ3	WELLS SECURITIES	$248,000.00	$100.00	$195.68	$0.00	$248,195.68
ICD-Goldman S. 1.65%*	13-Nov-15	$248,000.00	$248,011.21	100	1.650%	13-Nov-18	None	1079	1096	38148JZ53	WELLS SECURITIES	$248,000.00	$100.00	$201.80	$0.00	$248,201.80
* (Investment CD's)														$16,732.63		

	TOTAL PAR	AMT. INVESTED	WEIGHTED AVG. YLD	EQUIVALENT TREAS. RATE	WEIGHTED AVG.	MATURITY	TOTAL MARKET VALUE	TOTAL BOOK VALUE
INVESTMENT ACCT	$7,715.37	$7,715.37					$7,715.37	
CDs and Securities	$8,992,000.00	$8,992,032.95	1.352%	1.138%	1036	DAYS	$8,978,400.00	
TOTALS ALL ACCTS:	$8,999,715.37	$8,999,748.32					$8,986,115.37	$9,002,848.00

PLEDGE COLLATERAL REPORT WELLS FARGO
ALL COUNTY FUNDS
AS OF NOVEMBER 30, 2015

MARKET VALUE OF PLEDGE SECURITIES	$127,732,658.70
BALANCE IN ALL ACCOUNTS:	$90,404,309.79
OVER OR (UNDER) AMOUNT:	$37,328,348.91
	141.29%

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

NOVEMBER 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-Nov-15	$7,715.37	$7,715.37		0.320%	30-Nov-15			30	7580310386	WELLS FARGO	$1.47	
FHLMC 1.20 %	23-Feb-15	$2,000,000.00	$2,000,000.00	100	1.200%	20-Feb-18	20-Aug-15		1093	3134G6BF9	NATIONAL ALLIANCE	$6,000.00	CALLED
FHLMC 1.40%	27-Aug-15	$2,000,000.00	$2,000,000.00	100	1.400%	27-Aug-18	27-Nov-15	43339	1096	3134G7PG0	NATIONAL ALLIANCE	$7,000.00	CALLED
ICD-Discover Bk 1.10%*	26-Jun-14	$248,000.00	$248,010.87	100	1.100%	26-Jun-17	None		1096	254671X21	WELLS SECURITIES	$1,031.41	SOLD
ICD-Ally Bank 1.15%*	26-Jun-14	$248,000.00	$248,010.87	100	1.150%	26-Jun-17	None		1096	02006LFK4	WELLS SECURITIES	$1,078.29	SOLD
ICD-Goldman S. 1.15%*	26-Jun-14	$248,000.00	$248,011.21	100	1.150%	26-Jun-17	None		1096	38147JK76	WELLS SECURITIES	$1,078.29	SOLD
													$16,189.46
CHECKING INTEREST													
POOLED CASH ACCT		NOVEMBER INTEREST			0.284%						WELLS FARGO	$11,928.48	
OTHER COUNTY ACCTS		NOVEMBER INTEREST			0.284%						WELLS FARGO	$3,125.07	
TAX LICENSE ACCT		OCTOBER INTEREST			0.261%						WELLS FARGO	$120.77	$15,174.32
TOTAL		$4,751,715.37	$4,751,748.32									$31,363.78	$31,363.78

FISCAL YEAR 2015-2016

YIELD TO MATURITY AND INTEREST EARNINGS

MONTH	90 DAY T. BILL YIELD	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD
OCTOBER	0.084%	$34,161.39	0.261%
NOVEMBER	0.190%	$31,363.78	0.284%
DECEMBER			
JANUARY			
FEBRUARY			
MARCH			
APRIL			
MAY			
JUNE			
JULY			
AUGUST			
SEPTEMBER			
ANNUAL TOTALS		**$ 65,525.17**	

JEFFERSON COUNTY SHERIFF'S DEPARTMENT
REGIONAL CRIME LABORATORY
5030 Highway 69 South, Suite 500
Beaumont, TX 77705-9630
(409) 726-2577 FAX: (409) 726-2576
www.co.jefferson.tx.us/crimelab

MEMORANDUM

DATE: December 8, 2015

TO: Honorable Judge Jeff Branick
Commissioner Eddie Arnold
Commissioner Brent Weaver
Commissioner Michael Sinegal
Commissioner Everette "Bo" Alfred

FROM: Linda Johnson
Crime Lab Director

RE: **New York County District Attorney's Sexual Assault Backlog Elimination Grant**

Please execute, receive and file the 2016 New York County District Attorney's Sexual Assault Backlog Elimination Grant on behalf of the Regional Crime Lab. This grant will be used for DNA testing of samples from sexual assault evidence collection kits that were submitted many years ago, and that were subjected to the scope of forensic testing that was available at that time. The application for this grant was approved by the Court on June 1, 2015, and a resolution was issued.

This is a fully funded grant that requires no cash match from the County. The award is in the amount of $789,223. Should you require further information, please call.

DISTRICT ATTORNEY OF THE COUNTY OF NEW YORK

MEMORANDUM

TO: Sexual Assault Kit Backlog Elimination Program Grant Recipient

FROM: Migdalia Veloz, Agency Chief Contracting Officer

SUBJECT: Sexual Assault Kit Elimination Program Agreement

DATE: November 30, 2015

Enclosed please find two unsigned Agreements between the District Attorney of New York County (DANY) and your jurisdiction for the Sexual Assault Backlog Elimination Program. Each Agreement should be signed and notarized where indicated. In the case where there are multiple grantee signatories, you will need to fill out the notary page for each signatory. Do not make copies of the signature and notary pages. Both Agreements should have original signatures and accompanying notary stamp.

Additionally, on the first page of the Agreement (first paragraph) include the lead applicant information in the blank provided and the address for principal place of business. We anticipate that most of the grantees will begin services in October/November and you should indicate the start date of services on the first page.

Please make sure to sign both contracts and send me the originals. Once DANY executes the Agreements, I will send you a fully-executed contract for your records.

If you have any questions or concerns, please call me at (212) 335-9702 or email me at: MVELOZ@DANY.NYC.GOV

GRANT AGREEMENT

GRANT AGREEMENT made and entered into this 14th day of December, 2015, by and between the Office of the District Attorney, New York County (hereinafter referred to as "DANY"), having its principal place of business at One Hogan Place, New York, N.Y. 10013, and Jefferson County (hereinafter referred to as "Grantee"), having its principal place of business at 1149 Pearl St,Beaumont TX. DANY and Grantee are the "Parties."

WHEREAS, DANY established and funded a Criminal Justice Investment Initiative ("CJII") to invest in projects that will enhance public safety, develop broad crime prevention efforts and promote a fair and efficient criminal justice system; and,

WHEREAS, under the CJII, DANY issued a Request for Proposals ("RFP") for a Sexual Assault Kit ("SAK") Backlog Elimination Program (the "Program") for the selection of governmental entities to receive grants of money from DANY to promote strategies to permanently eliminate a national SAK backlog; and,

WHEREAS, Grantee submitted an application to participate in the Program and was selected by DANY as a Lead Applicant to receive a grant of CJII monetary funding; and,

WHEREAS, DANY designated the Research Foundation of The City University of New York (hereinafter referred to as "RFCUNY"), a not-for-profit educational corporation chartered by the New York State Regents, to serve as Fiscal Administrator of the Program; and,

WHEREAS, services will begin on 10-1-15, and,

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

As used in this Grant Agreement the following terms are defined as follows:

A. "Allowable Expense" or "Allowable Expenses" means: (1) the cost of testing Untested or Backlogged SAKs including transporting SAKs to a forensic lab, postage to ship SAKs to a forensic lab, initial DNA testing in a public or private forensic lab (including consumables and supplies associated with kit testing, technical reviews, and CODIS uploads by the lab), (2) if Grantee is or uses a public lab, payment for overtime or contract personnel over and above the public lab's current capacity (provided, however, that grant funds cannot be used to supplant existing personnel resources), and (3) reasonable and necessary costs associated with travel, lodging and meals for a small delegation (three persons, maximum) to attend a 2-day workshop hosted by the U.S. Department of Justice's Bureau of Justice Assistance in Washington, DC in Federal Fiscal Year 2016. The term "Allowable Expenses" also includes any expense listed in Attachment B (Budget Worksheet and Narrative). "Allowable Expenses" can be incurred only during the two-year Term of this Grant Agreement. The term "Allowable Expenses" does not encompass, and grant funds cannot be used to pay for, inventorying SAKs, investigating and prosecuting cases, creating data and information-sharing systems, purchasing laboratory equipment or other capacity-building expenses,

management and administration of the Program, report preparation, victim services, onsite training, any expense incurred before or after the two-year Term of this Grant Agreement, or other similar costs.

B. "Combined DNA Index System" or "CODIS" means the Federal Bureau of Investigation's national DNA database for uploading DNA profiles contributed by participating federal, state and local forensic laboratories.

C. "Community-Based Victim Advocate" means a person employed by an independent non-profit agency that provides ongoing, comprehensive support and counseling to victims to address trauma and other needs resulting from a sexual assault.

D. "Effective Date" is October 1, 2015, the date program services commence.

E. "Forklift Approach" means the testing of all Untested SAKs irrespective of the type of kit. Under a "Forklift Approach" SAKs should not be excluded from the sample of kits to be tested for reasons including: expired statute of limitations, perceived weaknesses in the case, the nature of the victim/defendant relationship, victim cooperation at the time the crime was reported, previous adjudication of the case, or prior forensic testing.

F. "Lead Applicant" means a Grantee that is responsible for reporting to DANY on an implementation of a Multi-Disciplinary Strategy and for performing other duties as set forth in this Grant Agreement. A Lead Applicant also may be responsible for coordinating activities of a Multi-Jurisdictional Entity.

G. "Multi-Disciplinary Strategy" means an approach to remedying the Untested SAK Backlog problem (described in the RFP) that incorporates all critical stakeholders, including law enforcement, prosecutors, System- and Community-Based Victim Advocates, forensic medical personnel and laboratories (each such entity, other than the Lead Applicant, is referred to herein as a "member participant"), and coordination of local SAK testing efforts. In some jurisdictions, a working group or task force may be established.

H. "Multi-Jurisdictional Entity" means a Lead Applicant, such as a state lab or a state bureau of investigation, acting on behalf of multiple smaller jurisdictions (each of which is referred to herein as a "member jurisdiction"), such as counties or cities.

I. "Random Sample" means, for a jurisdiction other than one that will test its entire backlog of SAKs, a process of selecting a subset of SAKs in which each kit in the subset has an equal probability of being selected for testing. For example, if a Grantee receives funding to test one-fourth of its total backlog, the Random Sample should include every fourth SAK – and Grantee is not permitted to intentionally select a specific kit for testing. However, notwithstanding the foregoing, specific kits may be selected for testing if a statute of limitations will expire within two years.

J. "System-Based Victim Advocate" means a person employed by a law enforcement agency, such as a police department or prosecutor's office, who links victims to services and acts as a liaison to victims throughout the process of investigating and prosecuting a crime.

K. "Untested SAK" or "Untested or Backlogged SAK" means a Sexual Assault Kit that has not been analyzed by a forensic lab within 365 days of being booked into law enforcement evidence. SAKs from cases in which the identity of the offender is not an issue, the statute of limitations has expired, or the offender was convicted without DNA evidence still fall under this definition and are not excluded. SAKs that have been tested, but have not been DNA tested, also fall under this definition and are not excluded. These terms do not include SAKs in cases where a victim chooses not to report a crime. Such non-reported, unreported, anonymous, or "Jane Doe" SAKs should not be tested under the Program unless a victim has decided to make a police report at a later time. In addition, the term does not include cases where evidence exists that no crime was committed (*e.g.*, the victim recants or video footage exists demonstrating there was no crime).

L. "Fiscal Administrator" shall mean an entity retained by DANY, at the direction of DANY, to issue payments to Grantee, and to take such other actions as set forth in this Grant Agreement on behalf of DANY.

ARTICLE 2. TERM OF GRANT AGREEMENT

Unless extended in writing by the Parties, the Term of this Grant Agreement is two (2) years, commencing on the Effective Date, as defined above. The Parties agree that Grantees may request and extension in the last quarter of the Program no later than 90 days before the termination date of this Agreement.

ARTICLE 3. TOTAL GRANT AMOUNT

Unless increased by DANY in its sole discretion, the total amount of grant funds payable to Grantee under this Grant Agreement shall not exceed $ 789,223.00 (the "Total Grant Amount").

ARTICLE 4. SCOPE OF WORK

4.1 Grantee and member participants or jurisdictions must use a Forklift Approach under a Multi-Disciplinary Strategy to render and perform all services for Untested SAKs required in the RFP and all services for Untested SAKs offered in Grantee's application to participate in the Program. The RFP and Grantee's application to participate in the Program are Attachments A and F, respectively. In accordance with its role as Lead Applicant of a Multi-Disciplinary Strategy or Multi-Jurisdictional Entity, Grantee holds responsibility for: (1) coordinating the participation of all the member participants of such Multi-Disciplinary Strategy and member jurisdictions of such Multi-Jurisdictional Entity, (2) reporting to DANY on the Program activities of itself and all member participants or jurisdictions on a quarterly basis and submitting a final report at the conclusion of the Program, (3) liaising with the U.S. Department of Justice, Bureau of Justice Assistance ("BJA") training and technical assistance provider (if applicable) on behalf of itself and all member participants or jurisdictions to avail itself and them of any BJA training and technical assistance that BJA may provide to grantees of the Program, (4) taking all measures reasonably within Grantee's power or control to obtain compliance with the written commitments of such member participants or jurisdictions (including with respect to adherence to "best practices") that are set forth in Grantee's application to participate in the Program, and (5) submitting a consolidated invoice each quarter for Allowable Expenses incurred by itself and all member participants or jurisdictions to result in a single payment to Grantee only. Upon DANY's written approval, a member participant of a Multi-Disciplinary

Strategy other than Grantee may be permitted to assume primary responsibility for performing one or more of the above listed duties, other than item (5).

4.2 Grantee shall take all measures reasonably within its power or control to cause the following "best practice" procedures to be implemented: (1) all eligible DNA profiles resulting from SAK testing should be entered into CODIS within a reasonable timeframe, (2) law enforcement agencies and prosecutors should be notified of all CODIS hits that result from such testing so that investigation and, where appropriate, prosecution can occur, and (3) a coordinated strategy to notify and engage victims following CODIS hits should be implemented.

4.3 If Grantee is receiving funding sufficient to test only a subset of its Untested SAKs, it must use a Random Sample, as defined in this Grant Agreement, to select SAKs for testing under the Program.

4.4 Grantee shall submit quarterly performance measurement reports to DANY covering a period of four (4) years from the date services begin. Such reports shall be submitted to DANY within thirty (30) days after the end of each calendar quarter. Each report must describe all of Grantee's Program activities and those of its member jurisdictions or member participants for that calendar quarter. At the time the Parties are entering into this Grant Agreement, the Parties expect that quarterly reports applicable in whole or in part to activities during the two-year Term of this Grant Agreement will consist of two parts as shown in Attachments C1 and C2: (a) a survey in Google Forms, and (b) a case spreadsheet in MS-Excel. In addition, each report after the expiration or termination of this Grant Agreement will consist of: (a) a case spreadsheet in MS-Excel as shown in Attachment C, and (b) answers to the questions DANY poses to Grantee about sustainability. Submission of the part of a report in Google Forms will be performed online and the MS-Excel case spreadsheet will be transmitted to DANY by email. Grantee shall comply with such instructions as DANY may issue concerning the form, content and manner of submission of these reports, which may reasonably vary during the Term of this Grant Agreement. Furthermore, Grantee must submit a final report to DANY at the conclusion of the Program in accordance with such instructions as DANY may issue concerning the form, content and manner of submission of such final report.

ARTICLE 5. BUDGET AND ALLOWABLE EXPENSES

DANY will cause Grantee to be paid for Allowable Expenses that Grantee incurs under the Program during the Term of this Grant Agreement in accordance with the Grantee's Budget Worksheet and Narrative that is attached as Attachment B. The unit prices of individual expenditures set forth in Attachment B shall serve as guidelines for approval and payment of invoices submitted by Grantee under this Grant Agreement. It is understood and agreed that such amounts are estimates and it may be appropriate for actual expenses to vary from such estimates; provided, however, that prior approval of DANY is required in the event any such variation may result in a material change in DANY's programmatic goals. If DANY or its Fiscal Administrator, RFCUNY, requests explanation of reasonableness of variance of actual expense(s) from estimate, Grantee shall provide such requested information.

ARTICLE 6. INVOICING AND PAYMENT PROCEDURE

A. Each invoice shall be a written request for payment that is submitted by Grantee to DANY and RFCUNY, DANY's designated Fiscal Administrator, that describes and lists the quantity and price of Allowable Expenses incurred during the previous quarter and is supported by such documentation as

DANY or RFCUNY may reasonably require. Each invoice shall include a fiscal report applicable to a period of time (*i.e.*, calendar quarter) covered by the invoice. Grantee shall submit invoices and fiscal reports within 30 days after each calendar quarter ending during (or less than three months after) the two-year Term of this Grant Agreement. At the time the Parties are entering into this Grant Agreement, the Parties expect that quarterly fiscal reports will be in the form shown in Attachment D.

B. Procedures for submission of invoices to RFCUNY are set forth in Attachment E. Grantee shall comply with such instructions as DANY may issue concerning the submission of invoices and the form and content of the fiscal report (Attachment D), which may reasonably vary during the Term of this Grant Agreement.

C. DANY shall cause RFCUNY, its Fiscal Administrator, to make payment due under Article 5 of this Grant Agreement, up to the "Total Grant Amount" indicated in Article 3 of this Grant Agreement, within 30 days of receipt of a completed and accurate invoice that is submitted to DANY and RFCUNY in accordance with the above requirements. There is no provision for payment of any interest or other charges in the event of late payment.

D. Notwithstanding any provision in this Grant Agreement to the contrary, DANY and its Fiscal Administrator, RFCUNY, will withhold payment for any expense that DANY or RFCUNY determines does not meet the definition of the term "Allowable Expense" of this Grant Agreement.

ARTICLE 7. ADDITIONAL TERMS AND CONDITIONS

7.1 This Grant Agreement shall be deemed to be executed in the City and State of New York and shall be governed by and construed in accordance with the laws of the State of New York (notwithstanding New York choice of law or conflict of law principles) and the laws of the United States, where applicable.

7.2 The Parties agree that any and all claims asserted by or against DANY arising under or related to this Grant Agreement shall solely be heard and determined in state or federal court located in County of New York. The Parties shall consent to the dismissal and/or transfer of any claims asserted in any other venue or forum to the proper venue and forum.

7.3 No claim shall be made by either Party against any officer, agent or employee of the other Party in their personal capacity for, or on account of, anything done or omitted in connection with this Grant Agreement.

7.4 Grantee shall perform all services under this Grant Agreement in accordance with all applicable laws as are in effect at the time such services are performed, including without limitation laws applicable to fair employment practices and personal privacy.

7.5 Grantee shall not assign, transfer, convey or otherwise dispose of this Grant Agreement, or the right to execute it, or the right, title or interest in or to it or any part of it, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Grant Agreement, without the prior written consent of the District Attorney of New York County. The giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. Any such assignment, transfer, conveyance or other disposition without such written consent shall be void.

7.6 All persons who are employed by Grantee and all consultants and independent contractors who are retained by Grantee to perform services under this Grant Agreement, and all member jurisdictions of a Multi-Jurisdictional Entity or member participants of a Multi-Disciplinary Strategy (including their employees, consultants and contractors), are neither employees of DANY nor under contract with DANY. Neither DANY nor its Fiscal Administrator, RFCUNY, is responsible for their work, direction, compensation or personal conduct while engaged in performing work under the Program. Nothing in this Grant Agreement shall impose any liability or duty on DANY or RFCUNY for any acts, omissions, liabilities or obligations of Grantee or any of its officers, employees or agents. Except as specifically stated in this Grant Agreement, nothing in this Grant Agreement shall impose any liability or duty on DANY or RFCUNY to any person or entity.

7.7 To the extent permitted by Grantee's state law, Grantee shall defend, indemnify and hold DANY, its officers and employees harmless from any and all claims (even if the allegations of the lawsuit are without merit) or judgments for damages on account of any injuries or death to any person or damage to any property and from costs and expenses to which DANY, its officers and employees may be subjected or which it may suffer or incur allegedly arising out of or in connection with any operations of Grantee or its contractors in carrying out the terms of this Grant Agreement to the extent resulting from failure to comply with the provisions of this Grant Agreement or of law. Insofar as the facts or law relating to any claim would preclude DANY from being completely indemnified by Grantee, DANY shall be partially indemnified by Grantee to the fullest extent permitted by the Grantee's state law. Notwithstanding any other provision of this Grant Agreement; this Agreement is not intended to create or vest any rights in any third-party not a signatory hereto.

7.8 Grantee shall not commence performing services under this Grant Agreement unless and until all insurance required by DANY is in effect, and Grantee shall have continuous insurance coverage in the manner, form and limits required by DANY throughout the Term of this Grant Agreement. DANY's insurance requirements are available from DANY's Agency Chief Contracting Officer. For each insurance policy required by DANY, Grantee shall submit a certificate of insurance in a form acceptable to DANY at the time it returns the signed Grant Agreement to DANY. In lieu of insurance, as appropriate, Grantee may instead submit a certificate signed by an officer of Grantee substantially in the following form: "[Name of Grantee] does not maintain insurance. [Name of Grantee], with such authority to sign such a certificate, is a government entity authorized to expend funds for any loss, claim, action or judgment. This certifies that [Name of Grantee] will defend, settle and, without limitation, satisfy any judgment against it in connection with all claims and/or litigation filed against it by all entities and individuals for injuries and/or property damage. This is applicable to claims arising from [Name of Grantee]'s activities and/or contracts to which [Name of Grantee] is a party."

7.9 Grantee agrees that all data, reports and other written or graphic work produced in the performance of this Grant Agreement are subject to the rights of DANY as set forth in this paragraph. DANY shall have the right to reproduce, publish and use all such work, or any part thereof, and authorize others to do so; provided, however, that jurisdiction-specific data collected from Grantees will be used only for evaluation purposes and DANY (or any party authorized by DANY) will only report aggregate, anonymized outcomes. If DANY (or any party authorized by DANY) wishes to report jurisdiction-specific information prior approval will be sought from the Grantee. If any such work is copyrightable by Grantee, then notwithstanding such copyright DANY reserves a royalty-free, non-exclusive and irrevocable license to

reproduce, publish and use such work or any part thereof, and to authorize others to do so, subject to the same proviso as above in this paragraph. No victim-specific or case-specific information provided to DANY under this Grant Agreement will be disclosed to any other party. Any document prepared, owned, or retained by the Grantee is subject to the laws of Grantee's state.

7.10 Grantee agrees to maintain satisfactory financial accounts, documents and records of its participation in the Program and to make them available to DANY or its designee for auditing at reasonable times. If Grantee, or a member jurisdiction of a Multi-Jurisdictional Entity or a member participant of a Multi-Disciplinary Strategy, also is receiving funding from the U.S. Department of Justice's Bureau of Justice Assistance for its SAK testing initiative, Grantee must implement financial record-keeping procedures adequately designed to prevent charging both DANY and BJA for the same work. Grantee also agrees to retain such financial accounts, documents and records during the Term of this Grant Agreement and for four years following the expiration or termination of this Grant Agreement. Grantee's participation in the Program is subject to audit by DANY or its designee during the Term of this Grant Agreement and for four years following expiration or termination of this Grant Agreement.

7.11 The terms of this Grant Agreement regarding indemnification, payment, reporting, use and disclosure of information and any others that by their sense and context are intended to survive the expiration or termination of this Grant Agreement shall survive and continue in full force and effect notwithstanding the Grantee's record retention laws or other comparable state-mandated laws regarding record retention.

7.12 Failure by Grantee to comply with the requirements of this Grant Agreement, or failure (as applicable) of a member jurisdiction or member participant to comply with the terms of a written commitment submitted by a Lead Applicant as part of its application to participate in the Program, may be cause for suspension or, in the event of material breach, termination of all obligations of DANY hereunder.

7.13 Failure by Grantee over a period of two (2) consecutive quarters to achieve substantial compliance with a timetable for accomplishments indicated in Grantee's application to participate in the Program (Attachment F) may result in DANY requesting submission of a Corrective Action Plan from Grantee and possible reduction of the Total Grant Amount set forth in Article 3 of this Grant Agreement.

7.14 This Agreement may be terminated without cause by DANY or Grantee upon delivery of written notice of termination sent not less than 90 days prior to the effective date of termination. On the effective date of termination, the Grantee shall not continue to perform any testing of Untested SAKs or Untested or Backlogged SAKs; Grantee will continue to review DNA lab reports, upload any DNA profiles into CODIS, and submit reports to DANY with respect to SAKs tested prior to the effective date of termination. All Allowed Expenses shall be paid to the Grantee upon submission of invoices as set out in Article 6, including Allowed Expenses for the SAKs tested prior to the effective date of termination and related review, uploading, and reporting of such SAKs."

7.15 Each person executing this Agreement represents and warrants that they have the express authority, right, and power to execute this Agreement and to bind the party on whose behalf they sign.

7.16 Notwithstanding any other term of this Grant Agreement, Grantee shall not be required to provide information that is prohibited from disclosure by law.

7.17 This written Grant Agreement, including the Attachments listed below, contains all the terms and conditions agreed upon by the Parties, and no other agreement, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind either of the Parties, or to vary any of the terms contained in this Grant Agreement, other than a written change, amendment or modification duly executed by both Parties. Any conflict or inconsistency between the parts of this Grant Agreement shall be resolved in the following order of precedence:

1. This document titled Grant Agreement
2. Attachment A: The RFP issued by DANY
3. Attachment B: Budget Detail Worksheet
4. Attachments C1 and C2: Quarterly Performance Measurement Reporting Template
5. Attachment D: Quarterly Fiscal Reporting Template
6. Attachment E: Fiscal and Performance Metrics Reporting Instructions
7. Attachment F: Grantee's application to participate in the Program

(There is no further text on this page)

IN WITNESS WHEREOF, the parties undersigned executed this contractual Agreement effective as of the day and year first written above.

The New York County District Attorney's Office

BY: **Karen Friedman-Agnifilo**

Title: **Chief Assistant District Attorney**

Date:

Grantee: Jefferson County Regional Crime Laboratory

BY: **Jeff Branick**

Name:

Title: County Judge

Date:

STATE OF NEW YORK)

COUNTY OF NEW YORK) ss:

On this _____ day of _____ 20 ____, before me personally came _____, of the City of New York, New York County District Attorney's Office, to me known, and known to me to be the person described in, and who executed the foregoing agreement, and acknowledge to me that he executed the foregoing as such for the purposes therein mentioned.

_____

NOTARY PUBLIC

STATE OF TEXAS)

COUNTY OF JEFFERSON) ss:

On this 14th day of DECEMBER 20 15, before me personally came JEFF R. BRANICK of the COUNTY JUDGE, to me known, and known to me to be the person described in, and who executed the foregoing agreement, and acknowledge to me that he executed the foregoing as such for the purposes therein mentioned.

Loma C George

NOTARY PUBLIC

LOMA C. GEORGE
Notary Public State of Texas
Commission Expires
FEBRUARY 7, 2019

User: ljohnson@co.jefferson.tx.us

Welcome to the New York County District Attorney's Sexual Assault Kit Backlog Elimination Grant Program Application Portal

Please complete the form below to begin your application. For all subsequent sections, refer to the Request for Proposals (RFP) document. Complete your responses to each portion of the RFP in Word, Excel or PDF document, and then upload them to the corresponding sections on this webpage.

You may begin the application and then save and return to it at any time. However, once you have filled in all required fields, uploaded all required documents, and hit "submit," you can longer make edits to your application.

All applications must be submitted through this site by June 1, 2015 at 5:00 p.m. EST. Applications may not be submitted in any other way, and no late applications will be accepted.

Applicants should use appropriately descriptive file names, including the name of the section and the lead applicant (e.g., "Program Narrative_NY County DA," "Budget Detail Worksheet and Narrative_NY County DA," "Timeline NY_County DA,") for all attachments.

General Information

Lead Applicant Information

Lead Applicant Name	Jefferson County Regional Crime Laboratory
Lead Applicant Type	Local public lab
Lead Applicant Address	5030 Hwy 69 South, Suite 500
City	Beaumont
State:	Texas

Zip Code	77705

Contact Person Information

First Name	Linda
Last Name	Johnson
Phone Number	4097262577
Email	ljohnson@co.jefferson.tx.us

Program Narrative

Please upload your program narrative here in .pdf, .doc or .docx format.

Program Narrative

Timeline

Please upload your estimated timeline here in .pdf, .xls, .xlsx, .doc or .docx format.

Estimated Timeline

Budget Detail Worksheet and Narrative

Please upload your Budget Detail Worksheet and Narrative here in .pdf, .xls or .xlsx format.
Click here for budget template.
Click here for instructions.

Budget Detail Worksheet and Narrative

Additional budget attachments

Agency Letters of Commitment

Please use the fields below to upload letters of commitment.

If you have more than one, please enter one at a time the form below. Click the "add" button to add another letter.

If you have more than one, please enter one at a time the form below. Click the "add" button to add another grant.

This jurisdiction does not have pending applications pertaining to sexual assault kit testing

Checklist

Before submitting, please check the boxes below to confirm completion of all required items.

Program Narrative

Proposer Information

Background

Proposed Approach

Sustainability

Performance Measurement

Timeline

Timeline document uploaded

Budget Detail Worksheet and Narrative

Budget detail worksheet and narrative documents uploaded

Letters of Commitment

At least one letter of commitment uploaded

Authorization

By checking this box, I hereby certify that all information contained in this application is true. Additionally, I certify that I have read and agree to the Terms and Conditions of the DANY Sexual Assault Kit Backlog Elimination Grant Program outlined in the RFP.

Name Linda Johnson

Date 06/01/2015

PROGRAM NARRATIVE
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PROJECT DESCRIPTION

PROPOSER INFORMATION

The Jefferson County Regional Crime Laboratory assists area law enforcement agencies by providing services at crime scenes, testifying in courts of law, performing blood alcohol analysis, analyzing controlled substances, firearms evidence and biological evidence (no DNA analysis is performed), and maintaining the breath test program for Jefferson County. The Laboratory was granted ASCLD/LAB-*International* Testing Program accreditation in all disciplines except for breath test in 2014, and will be seeking ASCLD/LAB-*International* Calibration Program accreditation in the breath test discipline within the year. The Laboratory has eleven employees and a total of six active forensic disciplines when crime scene processing and breath testing are included.

Although the Jefferson County Regional Crime Laboratory is part of the Jefferson County Sheriff's Department, it serves the law enforcement entities in a four county area, including local, state, and federal agencies. The Laboratory serves a population of around 425,000 and analyzes approximately 3,500 cases per year. The eight full time forensic scientists employed by the Laboratory provided forensic services for twenty-eight law enforcement agencies that submitted evidence for analysis in 2014, and issued critical analysis results which would eventually lead to the adjudication of numerous criminal cases.

The two largest cities in our service area are Beaumont and Port Arthur. According to the FBI's Uniform Crime Reports and using the definitions in that report, Beaumont reported 59 "rapes" in 2013 and Port Arthur reported 18. This equates to approximately 1 rape per 2,000 citizens and 1 rape per 3,000 citizens, respectively. In the same time period (calendar year 2013), the Laboratory received 177 requests for service related to sex offenses.

Calculated another way, using the 2012 population estimate for the Laboratory's service area and the requests received in 2012 for services related to sexual offenses, there was one Laboratory submission for every 2,120 people. Crime statistics and population information for the geographical areas represented by the law enforcement agencies participating in this grant are listed in Appendix A.

In Texas, the statute of limitations for sexual assault is generally ten years, but can be without limitation under certain conditions. These conditions are: sexual assault or aggravated sexual assault of a child, continuous sexual assault of a young child, indecency with a child, or if biological evidence is collected and subjected to forensic DNA testing and the testing shows that the biological matter is foreign to the victim or any other person whose identity can be readily obtained. There are also certain conditions in which the statute of limitations does not expire until twenty years from the eighteenth birthday of the child victim. Excerpts of the chapter of the Texas Penal Code which outlines the statute of limitations for sexual offenses has been provided as Appendix B.

The jurisdictions for which the Laboratory provides services do not have any ongoing efforts to obtain DNA testing for sexual assault kits.

BACKGROUND

Texas has had a law in effect since September 1, 2011 which requires any law enforcement agency that receives sexual assault evidence collected in accordance with the law to submit that evidence to a public accredited crime laboratory for analysis - not later than the 30th day after the date on which that evidence was received. Due to this law, there is not a backlog of current cases waiting for analysis. However, the Laboratory is in possession of cases for which DNA analysis has never been performed. Although it is not possible to provide an exact number

without reviewing each case, there could be as many as 1300 cases of this kind that are waiting for DNA analysis and entry into the CODIS system. These cases were submitted to the Laboratory and analyzed using conventional serology techniques. Any probative evidence which gave an indication of the presence of semen was then separated out and stored in the freezer, where it has remained since the original analysis date. The important thing to note about these cases is that they have already been subjected to preliminary testing which identified the presence of semen or spermatozoa; therefore, it is anticipated that male DNA would be present in the majority of these samples. The offense dates on these cases range from 1989 to 2011, so they have been untested for 4 to 26 years. These samples, which are stored in freezers within the Laboratory, would be sent for DNA analysis if this grant were funded. The only samples that would not be forwarded for DNA analysis under this grant are those that do not meet the grant requirements, i.e. they did not originate from a sexual assault kit, or if DNA analysis suitable for CODIS entry has already been performed. It is the hope of the Laboratory that funding will be awarded so that **all of the remaining samples** may be forwarded for DNA testing and possible CODIS entry.

The Laboratory's current policy for sexual assault evidence testing is in line with the Texas state law. All sexual assault kits are tested unless investigation reveals that a crime was not committed. For a submitted sexual assault kit, the Laboratory requires notification from the appropriate law enforcement agency that no crime has been committed if no analysis is to be performed on the kit.

The Laboratory received 137 requests for analysis regarding sexual assault offenses in 2014. All of these cases, with very few exceptions (if the law enforcement agency notifies the Laboratory that no crime was committed) are subjected to analysis using conventional serology.

The probative evidence and any evidence that may be probative is retained by the Laboratory for DNA testing. These cases are normally analyzed and the reports are released to law enforcement within about 3 months; however, since the Laboratory does not perform DNA analysis, the cases must be forwarded to the Texas Department of Public Safety Laboratory in Houston. The turnaround time for sexual assault cases at the DPS Laboratory is normally 6-12 months. All cases that have samples in which the presence of semen or spermatozoa is confirmed are forwarded for DNA analysis, in accordance with the current law; therefore, this eliminates the possibility in the future of untested sexual assault kits.

PROPOSED APPROACH

Since the Laboratory serves many police agencies in more than one county, a coordinated effort is needed, so a task force will be formed. This task force will be composed of crime laboratory representatives, prosecutors, law enforcement, and representatives from the Rape and Suicide Crisis Center of Southeast Texas. The role of **this multi-disciplinary task force** will be to ensure that information flows freely and that all necessary information, including performance measures, is being provided to the participants that require it for the successful implementation of this project.

To date, the Laboratory has secured the cooperation of the following law enforcement agencies: the Jefferson County Sheriff's Office, the Orange County Sheriff's office, Beaumont Police Department, Bridge City Police Department, Groves Police Department, Nederland Police Department, Orange Police Department, Port Arthur Police Department, Port Neches Police Department, and the West Orange Police Department. Letters of commitment were also received from the Hardin County District Attorney's Office, the Jefferson County District Attorney's Office, the Orange County District Attorney's Office, the Texas Department of Public Safety

Laboratory system, and the Rape and Suicide Crisis Center of Southeast Texas. It is clear that there is multi-disciplinary support for this project. Letters of commitment may be received from additional agencies once the grant is underway. If so, these will be uploaded to the grant portal so that the agencies' cases may be included in the assessment and DNA testing.

The project will be carried out according to the following plan. The Laboratory will make a database which will be used to track all cases in which samples were retained in the Laboratory freezers. This tracking format will include all of the information necessary for the performance measures required by the grant.

The Laboratory currently has 1,538 cases in storage in the freezer, but whether or not they meet the grant requirements is unknown. The Laboratory will examine the case files to determine whether each case meets the requirements of the grant, i.e. are the samples from a sexual assault kit, and whether DNA testing was performed which will enable the case sample to be entered into CODIS. Since it is known that some of the cases have had DNA analysis performed, the Laboratory is requesting funds to test an estimated 1300 cases. For all of the cases that fit the requirements of the grant, the Laboratory will request additional case information from the law enforcement agency as necessary, then complete the submission forms and forward the samples to the DNA Lab in batches of 50 to 100 per month. Other than the requirements listed above, there will be no culling of cases, **a forklift approach will be used** and all cases which fit the requirements of the grant will be forwarded for DNA analysis in a systematic fashion.

The DNA Lab will perform the analysis of the samples. The Jefferson County Crime Laboratory (the Lead Agency) has negotiated with the DNA Lab so that they will provide more complex analysis if needed - even microscope slides and cuttings will be tested, as necessary,

under the contract pricing. If the contract specified samples are tested with negative results, then the case will be re-evaluated to determine if there are additional samples that may be tested. These samples will be sent for testing near the end of the grant period, if funds allow.

After DNA analysis is complete, the DNA Lab will upload the results to their internet portal. The Texas DPS Laboratory in Houston will retrieve the analysis results from the portal and supervise the entry of the cases into CODIS, as appropriate. **The entry of any eligible DNA profiles into CODIS will be accomplished within a reasonable time frame.** The grant budget includes an allotment for overtime for DPS personnel so that this may be accomplished. In turn, the DPS Laboratory will notify the Jefferson County Regional Crime Laboratory of any CODIS hits. Information regarding CODIS entries and CODIS hits will be tracked in the database. **The Laboratory will notify law enforcement and prosecutors' offices simultaneously of any CODIS hits.** This notification will normally occur via email, but will also be included in the periodic reports that will be provided regarding the status and progress of the grant.

The Rape and Suicide Crisis Center of Southeast Texas will participate in the task force and assist law enforcement with victim notification of case progress, and report the results of any attempts to notify victims to the Laboratory. The Center provides free information and assistance to sexual assault victims which includes a 24 hour hotline, an advocacy program, crisis intervention and referral, medical accompaniment and information, support groups for sexual assault, and community education/public speaking. These services will be provided to victims as needed on an ongoing basis. The Center provides services to victims for as many years as they are needed or requested, regardless of when the sexual assault occurred. No victim is ever turned away or refused services.

Since the Rape and Suicide Crisis Center of Southeast Texas maintains files with current contact numbers for victims, this will assist with victim notification. **A victim centered approach will be employed** which will take into account the effects of the crime for those who are sexually assaulted. The DNA analysis funded by the grant will not only allow the jurisdictions to proceed with the criminal case, but it will also validate the feelings of the victim. Victim support is of the utmost importance for their emotional wellbeing. An after effect of this support is that the prosecution of the criminal case is more successful due to the cooperation of the victim.

As per their letters of commitment, the law enforcement entities will pursue prosecution when a CODIS hit occurs, and the district attorney's offices will bring the cases forward to adjudication. It is expected that each law enforcement agency will be provided a monthly report, to update them on the progress of the cases and to request any needed information. To keep all parties up to date, the task force will meet monthly at the beginning of the project, and then quarterly once communication chains are operating smoothly. At these meetings, the Laboratory will provide progress reports, and address any problems with the flow of information. The outcome of testing/prosecution of each case will be tracked in the database.

The DNA Lab that has been chosen to participate in this grant project is Sorenson Forensics, which is a private DNA laboratory. Sorenson Forensics had the lowest quote for testing per kit. Although the Jefferson County Regional Crime Laboratory has never outsourced the analysis of sexual assault kits to any DNA lab, it has used several labs for private DNA analysis, for which the law enforcement agency paid. These labs include Bode, Sorenson Forensics, Orchid-Cellmark, Identigene, Reliagene, and LabCorp. The quote from the DNA lab is attached as Appendix C. This quote just extends the Laboratory's current contract that is

already in force with Sorenson Forensics. The Laboratory does not have a contract with any other Laboratory to perform DNA analysis.

Law enforcement and the district attorney's offices will use whatever means at their disposal to pursue prosecution of the cases in which a suspect is identified. This may include the case file, witnesses, interviews, additional testing, etc. At some point the suspect's DNA sample will be needed to verify the CODIS hit. The task force may be utilized, as necessary, to gather case information or to pursue prosecution of the case.

The only potential barrier to the project is the possible lag time in getting relevant information from the law enforcement agencies. Since a task force will hopefully encourage accountability for all parties, this barrier should be minimalized.

SUSTAINABILITY

As stated above, the state of Texas passed Senate Bill 1636 in 2011, so all sexual assault kits are required to be submitted to a public accredited crime laboratory for analysis within 30 days of the receipt of the evidence. In order to comply with this law, if Laboratory tests reveal positive probative samples in the case, at least one must be forwarded for DNA analysis. Therefore, there will not be an accumulation of backlogged sexual assault kits or samples in the future.

TIMELINE

As specified in the grant completion checklist, the timeline for the grant period has been uploaded as a separate document.

PERFORMANCE MEASUREMENT

As stated previously, the Laboratory will maintain a database for tracking of all case information and performance measures. This will include, at a minimum, the following information:

- Laboratory case number
- Submitting agency
- Offense date
- Submitting agency case number
- Submit date
- Victim name
- Victim gender
- Suspect name
- DNA Status (if performed, type performed, etc.)
- Eligible for grant? (If not, reason)
- Scientist assigned
- Offense report needed
- Date sent to DNA Lab
- Lab report received?
- Profile generated?
- Eligible for CODIS entry?
- CODIS hit?
- Law enforcement, prosecutor notify date
- Victim notification status

- Arrest made, type
- Charge description
- Accepted for prosecution, offense type
- Indictment?
- Case disposition
- Defendant gender
- Defendant race
- Defendant age at offense
- Defendant previous conviction history?
- Defendant previous sexual assault conviction history?
- Defendant previous domestic violence conviction history?
- Defendant relationship to victim
- Any additional performance measures required by DANY.

This information will be gathered by use of the multi-disciplinary task force, and reports listing case progress will be provided regularly to all parties. The data needed for performance measures will be requested by the Laboratory from the appropriate entities on a monthly basis, as case assessment and DNA analysis progresses. As stated earlier, the Laboratory will use a database to track the performance measures required by the grant. This database may be provided by the BJA as part of the workshop or formatted in-house. The Laboratory, as the Lead Agency, will be responsible for compiling this information and reporting it to DANY. In addition to the Scientists that will be assessing and shipping the samples, the Laboratory has additional staff that can assist with record keeping.

EXPECTED RESULTS

It would be expected that, as a result of this grant funding, the Laboratory would be able to test all of the sexual assault evidence held in frozen storage. Since there are so many cases, approximately 1,500, then the number of expected CODIS hits would be large. This would lead to criminal prosecution in many cases. CODIS hits aside, it would also be expected that this grant would provide closure for a number of sexual assault victims.

APPENDIX A – County and City Crime Statistics

		2013	2013	2013	2012	2011	2010	2009
	County population[1]	City population[2]	Violent Crime[2]	Rape[2]	Rape[2]	Rape[2]	Rape[2]	Rape[2]
Jefferson County								
Jefferson County Sheriff	251,813		30	1	6	2	2	6
Beaumont Police Dept.		118,177	1,255	59	76	65	65	73
Port Arthur Police Dept.		54,032	359	18	19	29	26	31
Port Neches Police Dept.		12,773	37	2	2	2	3	0
Nederland Police Dept.		17,464	58	4	2	9	15	7
Groves Police Dept.		15,725	79	8	7	3	2	1
Lamar Univ. Police Dept.			5	1	2	1	1	1
Hardin County								
Hardin County Sheriff	55,190		34	3	4	4	6	8
Sour Lake Police Dept.		1,782	5	1	0	0	0	0
Orange County								
Orange County Sheriff	82,977		89	8	7	6	6	8
Orange Police Dept.		19,057	111	1	2	4	3	23
Vidor Police Dept.		10,984	58	11	1	3	0	49
West Orange Police Dept.		3,643	7	1	1	0	1	3
Bridge City Police Dept.		7,926	12	3	4	4	10	0
Chambers County								
Chambers County Sheriff	36,196		57	3	4	2	3	2
Totals	426,176	261,563	2,196	124	137	134	143	212

[1] Data from Texas State Library and Archives Commission:
www.tsl.texas.gov/ref/abouttx/popcnty2010-11.html

[2] Data from DOJ/FBI/Criminal Justice Information Services Uniform Crime Reports:
www.fbi.gov/about-us/cjis/ucr/crime-in-the-u.s/2013/crime-in-the-u.s.-2013/cius-home

APPENDIX B – Texas Statute of Limitations

CODE OF CRIMINAL PROCEDURE, TITLE 1, CHAPTER 12, Art. 12.01, FELONIES

(1) no limitation:

(B) sexual assault under Section 22.011(a)(2), Penal Code, or aggravated sexual assault under Section 22.021(a)(1)(B), Penal Code;

(C) sexual assault, if during the investigation of the offense biological matter is collected and subjected to forensic DNA testing and the testing results show that the matter does not match the victim or any other person whose identity is readily ascertained;

(D) continuous sexual abuse of young child or children under Section 21.02, Penal Code;

(E) indecency with a child under Section 21.11, Penal Code;

(2) ten years from the date of the commission of the offense:

(E) sexual assault, except as provided by Subdivision (1);

(4) five years from the date of the commission of the offense:

(A) sexual performance by a child under Section 43.25, Penal Code;

(B) aggravated kidnapping under Section 20.04(a)(4), Penal Code, if the defendant committed the offense with the intent to violate or abuse the victim sexually; or

(5) if the investigation of the offense shows that the victim is younger than 17 years of age at the time the offense is committed, 20 years from the 18th birthday of the victim of one of the following offenses:

(A) sexual performance by a child under Section 43.25, Penal Code;

(B) aggravated kidnapping under Section 20.04(a)(4), Penal Code, if the defendant committed the offense with the intent to violate or abuse the victim sexually;

APPENDIX C – Quote from Sorenson Forensics

Sorenson Forensics

Quote

Date: 5/14/2015

Expiration Date: 12/31/2016

Sorenson Forensics, LLC
2511 S. West Temple
Salt Lake City, Utah 84115
Phone 801-482-1493
Fax 800-405-3168

TO Linda Johnson, Lab Manager
Jefferson County Sheriff's Department
Regional Crime Laboratory
5030 Hwy 69 South, Suite 500
Beaumont, TX 77705

Salesperson	Job	Payment Terms	Due Date
P. Macchia	Pre-Screened Sexual Assault Kit DNA Analyses	PO	TBD

Description	Unit Price
DNA analyses of pre-screened Sexual Assault Kits from the Jefferson County Sheriff's Department. Services to include: 1. Single assailant cases: up to two (2) amplifications - one (1) evidence sample and one (1) reference sample 2. Multiple assailant cases: up to three (3) amplifications - two (2) evidence samples and one (1) reference sample 3. Statistical analyses of results 4. Court ready, technically reviewed case documentation and report	$540/kit

Confidential and Proprietary

This quote is only applicable in conjunction with The New York County District Attorney's Sexual Assault Kit Backlog Elimination Program and The Sexual Assault Kit Initiative administered by The Bureau of Justice Assistance.

TIMELINE

Month 1	Send out notices to participants
	Schedule task force meeting
	Assess first 50-100 cases for grant requirements
Month 2	Send first batch of 50-100 cases to DNA lab
	Assess next 50-100 cases
	Task force meeting
Month 3	Send batch of 50-100 cases to DNA lab
	Assess next 50-100 cases
	Task force meeting
Month 4	Send batch of 50-100 cases to DNA lab
	Assess next 50-100 cases
	Grant report
Month 5	Send batch of 50-100 cases to DNA lab
	Assess next 50-100 cases
Month 6	Send batch of 50-100 cases to DNA lab
	Assess next 50-100 cases
	Task force meeting
Month 7	Send batch of 50-100 cases to DNA lab
	Assess next 50-100 cases
	Grant report
Month 8	Send batch of 50-100 cases to DNA lab
	Assess next 50-100 cases

Month 9	Send batch of 50-100 cases to DNA lab
	Assess next 50-100 cases
	Task force meeting
Month 10	Send batch of 50-100 cases to DNA lab
	Assess next 50-100 cases
	Grant report
Month 11	Send batch of 50-100 cases to DNA lab
	Assess next 50-100 cases
Month 12	Send batch of 50-100 cases to DNA lab
	Assess next 50-100 cases
	Task force meeting
Month 13	Send batch of 50-100 cases to DNA lab
	Assess next 50-100 cases
	Grant report
Month 14	Send batch of 50-100 cases to DNA lab
	Assess next 50-100 cases
Month 15	Send batch of 50-100 cases to DNA lab
	Assess next 50-100 cases
	Task force meeting
Month 16	Send batch of 50-100 cases to DNA lab
	Assess next 50-100 cases
	Grant report
Month 17	Send batch of 50-100 cases to DNA lab

	Assess next 50-100 cases
Month 18	Send batch of 50-100 cases to DNA lab
	Assess next 50-100 cases
	Task force meeting
Month 19	Send batch of 50-100 cases to DNA lab
	Assess next 50-100 cases
	Grant report
Month 20	Send batch of 50-100 cases to DNA lab
	Assess next 50-100 cases
Month 21	Send batch of 50-100 cases to DNA lab
	Assess any remaining cases
	Task force meeting
Month 22	Send any remaining cases to DNA lab
	Grant report
Month 23	Work on finalizing grant report data
Month 24	Work on finalizing grant report data
	Task force meeting
Month 25	Grant report
Months 26-48	Task force meetings as needed
	Additional reporting of performance measures

Gathering of data required for performance measures will be performed throughout the grant period on an ongoing basis. Assessment of any negative DNA cases will also be ongoing throughout the grant period, and after the grant ends.

Note: The DNA Lab has already been procured, so this milestone is not reflected in the timeline.

New York County District Attorney's Office SAK Backlog Elimination Budget Detail Worksheet

Agency		Fiscal Contact			
Agency Name:	Tempe Police Department	Name:	Miyoung Kim, Senior	Phone:	480-350-8358

Personnel Overtime	Year 1				Year 2				Year 1 & 2
Position Title	Description	Overtime Rate (Hourly)	Total Hours	Total Cost	Position Title	Description	Overtime Rate (Hourly)	Total Hours	Total Cost	Total Cost
				$ -					$ -	$0
				$ -					$ -	$0
				$ -					$ -	$0
				$ -					$ -	$0
				$ -					$ -	$0
Total	$0				Total	$0				$0

Contracts	Year 1		Year 2		Year 1 & 2
Cost Name	Description	Total Cost	Cost Name	Description	Total Cost	Total Cost
Forensic Lab (TBD)	DNA analysis of SAKs	$156,250	Forensic Lab (TBD)	DNA analysis of SAKs	$156,250	$312,500
Federal Express or UPS	Roundtrip Shipping of SAKs	$22,500	Federal Express or UPS	Roundtrip Shipping for SAKs	$22,500	$45,000
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
Total	$178,750		Total	$178,750		$357,500

Other Costs	Year 1		Year 2		Year 1 & 2
Cost/Category Name	Description	Total Cost	Cost/Category Name	Description	Total Cost	Total Cost
Airfare	Roundtrip airfare to Washington DC for 3 employees @ $584 each	$1,752				$1,752
Lodging	Hotel stay for 3 nights for 3 employees @ $392 per day, per employee	$3,528				$3,528
Car Rental	Transportation for 3 days @ $45 per day	$135				$135
Gasoline	Fuel for car rental $2.99 * 13 gallons	$39				$39
Per Diem	Meals for 3 full days for 3 employees @ $71 per day	$639				$639
Per Diem	Meals for 3 one (1) half day for 3 employees @ $35.50 per day	$107				$107
						$0
						$0
						$0
						$0
Total	$6,199		Total	$0		$6,199

Total Project Costs	$184,949

$178,750	$363,699

Two Agency Signatures Required:

(Program Representative Signature)	(Date)	(Fiscal Representative Signature)	(Date)
LIEUTENANT		COMMANDER	
(Title)		(Title)	

DANY Use Only		
Name:	Signature:	Approved ☐

Personnel Budget Narrative

N/A

Contracts Budget Narrative

The Tempe Police Department plans to contract with a private forensic lab in order to eliminate the backlog of sexual assault kits. The costs associated with this include: DNA Analysis of 500 SAKs over a 2 year grant period at $625 per kit; and roundtrip postage at $90 per kit.

Other Costs Budget Narrative

The costs outlined here are to send three (3) employees to a 2 day workshop hosted by the BJA in Washington, DC in FY 2016

BRIDGE CITY POLICE DEPARTMENT

2290 TEXAS AVENUE - BRIDGE CITY, TX 77611
(409) 735-5332

PAUL T. DAVIS
CHIEF OF POLICE

CITY COUNCIL

KIRK ROCCAFORTE	MAYOR
DANNY COLE	MAYOR PRO-TEM
KEVIN MOTT	CITY COUNCIL PL 1
MIKE REED	CITY COUNCIL PL 2
ROBERT SIMONTON	CITY COUNCIL PL 3
ERIC ANDRUS	CITY COUNCIL PL 4
RICHARD SAVOY	CITY COUNCIL PL 5

JERRY JONES
CITY MANAGER

May 19, 2015

Linda Johnson, Director
Jefferson County Regional Crime Laboratory
5030 Hwy 69 South
Beaumont, Texas 77705

RE: New York County District Attorney's Sexual Assault Kit Backlog Elimination Grant

Dear Ms. Johnson,

This letter is in support of your efforts to seek funding to provide for the DNA testing of samples which were retained by your Laboratory from Sexual Assault Kits submitted by this agency. I understand that these samples are from kits that were submitted many years ago, and that the samples were subjected to the scope of forensic testing that was available at that time; however, I believe it will be beneficial to my agency to have these samples analyzed using current DNA testing methods for entry into the CODIS system.

I agree to work with the Rape and Suicide Crisis Center of Southeast Texas to attempt to notify victims and pursue prosecution of the cases as appropriate when this analysis results in a CODIS hit. I also agree to provide to the Laboratory, who is the Lead Agency for this grant, the applicable information that is listed in Appendix A, as it is available for each case. I am committed to the multi-disciplinary strategy that will be required for the successful completion of this project.

Sincerely,

Paul T. Davis

Paul T. Davis
Chief of Police
Bridge City

DAVID A. SHEFFIELD

OFFICE OF THE DISTRICT ATTORNEY
HARDIN COUNTY, TEXAS

BRUCE A. HOFFER
1ST ASSISTANT DISTRICT ATTORNEY

ANTHONY L. LATINO
ASSISTANT DISTRICT ATTORNEY

P. O. BOX 1409
2ND FLOOR COURTHOUSE
KOUNTZE, TEXAS 77625
(409) 246-5160
(409) 246-5142

DALE WILLIFORD
CHIEF INVESTIGATOR

THOMAS TYLER, SR.
CRIMINAL INVESTIGATOR

May 15, 2015

Linda Johnson, Director
Jefferson County Regional Crime Laboratory
5030 Hwy 69 S.
Beaumont, Tx 77705

Re: Hardin County District Attorney's Sexual Assault Kit Backlog Elimination Grant

Dear Ms. Johnson,

This letter is in support of your efforts to seek funding to provide for the DNA testing of samples which were retained by your Laboratory from Sexual Assault Kits submitted by local law enforcement agencies. I understand that these samples are from kits that were submitted many years ago, and that the samples were subjected to the scope of forensic testing that was available at the time; however, I believe it will be beneficial to the citizens of Hardin County to have these samples analyzed using current DNA testing methods for entry into the CODIS system.

I agree to pursue prosecution of the cases as appropriate when this analysis results in a CODIS hit. I also agree to provide to the Laboratory, who is the Lead Agency for this grant, the applicable information that is listed in Appendix A, as it is available for each case. I am committed to the multi-disciplinary strategy that will be required for the successful completion of this project.

Sincerely,

David A. Sheffield
District Attorney

John D. Kimbrough

ORANGE COUNTY COURTHOUSE
801 DIVISION
ORANGE, TEXAS 77630

Orange County District Attorney

OFFICE: (409)883-6764
FACSIMILE: (409)883-9322

May 1, 2015

Linda Johnson, Director
Jefferson County Regional Crime Laboratory
5030 Hwy 69 South
Beaumont, Texas 77705

RE: New York County District Attorney's Sexual Assault Kit Backlog Elimination Grant

Dear Ms. Johnson,

This letter is in support of your efforts to seek funding to provide for the DNA testing of samples which were retained by your Laboratory from Sexual Assault Kits submitted by local law enforcement agencies. I understand that these samples are from kits that were submitted many years ago, and that the samples were subjected to the scope of forensic testing that was available at that time; however, I believe it will be beneficial to the citizens of Orange County to have these samples analyzed using current DNA testing methods for entry into the CODIS system.

I agree to pursue prosecution of the cases as appropriate when this analysis results in a CODIS hit. I also agree to provide to the Laboratory, who is the Lead Agency for this grant, the applicable information that is listed in Appendix A, as it is available for each case. I am committed to the multi-disciplinary strategy that will be required for the successful completion of this project.

Sincerely,

John D. Kimbrough

NORMAN REYNOLDS
City Marshal

GROVES POLICE DEPARTMENT
4201 Main Ave.
Groves, TX 77619
(409) 962-0244
FAX (409) 960-5749

KIRK RICE
Chief Deputy

Linda Johnson, Director
Jefferson County Regional Crime Laboratory
5030 Hwy 69 South
Beaumont, Texas 77705

RE: New York County District Attorney's Sexual Assault Kit Backlog Elimination Grant

Dear Ms. Johnson,

This letter is in support of your efforts to seek funding to provide for the DNA testing of samples which were retained by your Laboratory from Sexual Assault Kits submitted by this agency. I understand that these samples are from kits that were submitted many years ago, and that the samples were subjected to the scope of forensic testing that was available at that time; however, I believe it will be beneficial to my agency to have these samples analyzed using current DNA testing methods for entry into the CODIS system.

I agree to work with the Rape and Suicide Crisis Center of Southeast Texas to attempt to notify victims and pursue prosecution of the cases as appropriate when this analysis results in a CODIS hit. I also agree to provide to the Laboratory, who is the Lead Agency for this grant, the applicable information that is listed in Appendix A, as it is available for each case. I am committed to the multi-disciplinary strategy that will be required for the successful completion of this project.

Sincerely,

Norman Reynolds, Jr.
City Marshal
Groves Police Department
(409) 960-5742
nreynolds@cigrovestx.com

JEFFERSON COUNTY SHERIFF'S DEPARTMENT
REGIONAL CRIME LABORATORY
5030 Highway 69 South, Suite 500
Beaumont, Texas 77705-9630
(409) 726-2577 FAX (409) 726-2576

May 28, 2015

District Attorney's Office of New York
Via wizehive grant application portal

RE: New York County District Attorney's Sexual Assault Kit Backlog Elimination Grant

Dear DANY,

This purpose of this letter is to communicate the commitment of the Jefferson County Regional Crime Laboratory to participate in the New York County District Attorney's Sexual Assault Kit Backlog Elimination Grant. The Laboratory is committed to assess all samples that are in storage to determine their eligibility for testing under this grant, and to forward eligible samples for DNA analysis in a systematic fashion. Once the DNA analysis is completed, we will work with the Texas DPS Laboratory system to upload all eligible profiles into CODIS. Any cases which are negative in the first testing will be re-evaluated for further testing at the end of the grant period, if funding allows.

The Laboratory is also committed to leading a task force comprised of law enforcement, prosecuting officials, and the victim's service organization to ensure that victim notification is occurring and that all necessary information flows freely. The Laboratory will compile this information as needed to provide any performance measures required by the grant.

Although we realize that this will be a huge task, we are absolutely committed to the testing of the samples, because we believe it is our ethical responsibility.

Sincerely,

Linda Johnson

Linda Johnson
Director

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*

Linda Johnson, Director
Jefferson County Regional Crime Laboratory
5030 Hwy 69 South
Beaumont, Texas 77705

RE: New York County District Attorney's Sexual Assault Kit Backlog Elimination Grant

Dear Ms. Johnson,

This letter is in support of your efforts to seek funding to provide for the DNA testing of samples which were retained by your Laboratory from Sexual Assault Kits submitted by this agency. I understand that these samples are from kits that were submitted many years ago, and that the samples were subjected to the scope of forensic testing that was available at that time; however, I believe it will be beneficial to my agency to have these samples analyzed using current DNA testing methods for entry into the CODIS system.

I agree to work with the Rape and Suicide Crisis Center of Southeast Texas to attempt to notify victims and pursue prosecution of the cases as appropriate when this analysis results in a CODIS hit. I also agree to provide to the Laboratory, who is the Lead Agency for this grant, the applicable information that is listed in Appendix A, as it is available for each case. I am committed to the multi-disciplinary strategy that will be required for the successful completion of this project.

Sincerely,

Tim Smith
Deputy Chief

NEDERLAND POLICE DEPARTMENT Darrell W. Bush, Chief of Police

May 18, 2015

Linda Johnson, Director
Jefferson County Regional Crime Laboratory
5030 Hwy 69 South
Beaumont, Texas 77705

RE: New York County District Attorney's Sexual Assault Kit Backlog Elimination Grant

Dear Ms. Johnson,

This letter is in support of your efforts to seek funding to provide for the DNA testing of samples which were retained by your Laboratory from Sexual Assault Kits submitted by this agency. I understand that these samples are from kits that were submitted many years ago, and that the samples were subjected to the scope of forensic testing that was available at that time; however, I believe it will be beneficial to my agency to have these samples analyzed using current DNA testing methods for entry into the CODIS system.

I agree to work with the Rape and Suicide Crisis Center of Southeast Texas to attempt to notify victims and pursue prosecution of the cases as appropriate when this analysis results in a CODIS hit. I also agree to provide to the Laboratory, who is the Lead Agency for this grant, the applicable information that is listed in Appendix A, as it is available for each case. I am committed to the multi-disciplinary strategy that will be required for the successful completion of this project.

Sincerely,

Darrell W. Bush
Chief of Police

P. O. Box 1165 • 1400 Boston Avenue • Nederland, Texas 77627 • Phone (409) 723-1516 • FAX (409) 723-1551

ORANGE COUNTY SHERIFF'S OFFICE
P. O. Box 1468 • Orange, TX 77631-1468
Orange Office (409) 883-2612 • Vidor Office (409) 769-6391
kmerritt@co.orange.tx.us • www.ocsheriffsoffice.com

KEITH MERRITT
SHERIFF

Sheriff's Association of Texas Member

May 28, 2015

Linda Johnson, Director
Jefferson County Regional Crime Laboratory
5030 Hwy 69 South
Beaumont, Texas 77705

RE: New York County District Attorney's Sexual Assault Kit Backlog Elimination Grant

Dear Ms. Johnson,

This letter is in support of your efforts to seek funding to provide for the DNA testing of samples which were retained by your Laboratory from Sexual Assault Kits submitted by this agency. I understand that these samples are from kits that were submitted many years ago, and that the samples were subjected to the scope of forensic testing that was available at that time; however, I believe it will be beneficial to my agency to have these samples analyzed using current DNA testing methods for entry into the CODIS system.

I agree to work with the Rape and Suicide Crisis Center of Southeast Texas to attempt to notify victims and pursue prosecution of the cases as appropriate when this analysis results in a CODIS hit. I also agree to provide to the Laboratory, who is the Lead Agency for this grant, the applicable information that is listed in Appendix A, as it is available for each case. I am committed to the multi-disciplinary strategy that will be required for the successful completion of this project.

Sincerely,

Keith Merritt

Keith Merritt
Orange County Sheriff

ORANGE POLICE DEPARTMENT

201 8th Street
Orange, Texas 77630
(409) 883-1026 • Fax: (409) 883-1013

Lane Martin
Chief of Police

Sparky Robinson, Major
Wade Robinson, Major

Linda Johnson, Director
Jefferson County Regional Crime Laboratory
5030 Hwy 69 South
Beaumont, Texas 77705

RE: New York County District Attorney's Sexual Assault Kit Backlog Elimination Grant

Dear Ms. Johnson,

This letter is in support of your efforts to seek funding to provide for the DNA testing of samples which were retained by your Laboratory from Sexual Assault Kits submitted by this agency. I understand that these samples are from kits that were submitted many years ago, and that the samples were subjected to the scope of forensic testing that was available at that time; however, I believe it will be beneficial to my agency to have these samples analyzed using current DNA testing methods for entry into the CODIS system.

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Sincerely,

Captain C. J. Hargrave
Orange Police Department
Detective Division

CITY of PORT ARTHUR
POLICE DEPARTMENT

DELORIS "BOBBIE" PRICE, MAYOR
ROBERT E. "BOB" WILLIAMSON, MAYOR PRO TEM

MARK BLANTON
CHIEF OF POLICE

COUNCIL MEMBERS:
RAYMOND SCOTT JR.
MORRIS ALBRIGHT III
ROBERT E. WILLIAMSON
KERRY "TWIN" THOMAS
ELIZABETH "LIZ" SEGLER
WILLIE "BAE" LEWIS JR.
DERRICK FREEMAN

JOHN A. COMEAUX, P.E. - INTERIM CITY MANAGER

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Sincerely,

Raymond E. Clark

Raymond Clark
Deputy Chief of Police
Port Arthur Police Department
(409) 983-8622
rclark@portarthurpd.com

PORT NECHES
TEXAS

Police Department
1201 Merriman St. • Port Neches, Texas 77651
(409) 722-1424 • Fax (409) 721-9643

Linda Johnson, Director
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Paul Lemoine

Paul J. Lemoine
Chief of Police
Port Neches Police Dept.
1201 Merriman St.
Port Neches, Tx 77651
409-722-1424
409-719-4234

Crisis Center

"Helping to Rebuild Hopes, Lives and Dreams"

RAPE AND SUICIDE CRISIS OF SOUTHEAST TEXAS, INC.

Linda Johnson, Director
Jefferson County Regional Crime Laboratory
5030 Hwy 69 South
Beaumont, Texas 77705

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Sincerely,

Cheryl Williams,
Executive Director

P. O. BOX 3208, BEAUMONT, TX 77704
OFFICE: 409-832-6530 • FAX: 409-832-4324
crisiscenterofsoutheasttxinc@gmail.com
24 HOUR HOTLINES: 1-800-7-WE-CARE • 409-835-3355

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000
www.dps.texas.gov

STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
ROBERT J. BODISCH, SR.
DEPUTY DIRECTORS

COMMISSION
A. CYNTHIA LEON, CHAIR
MANNY FLORES
FAITH JOHNSON
STEVEN P. MACH
RANDY WATSON

Linda Johnson, Director
Jefferson County Regional Crime Laboratory
5030 Hwy 69 South
Beaumont, Texas 77705

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We agree to review these cases for suitability for entry into the CODIS system and enter any eligible profiles into the system. We also agree to notify the Jefferson County Regional Crime Laboratory of any CODIS hits related to these cases, and to provide to the Laboratory, who is the Lead Agency for this grant, the applicable information that is listed in Appendix A, as it is available for each case. We are committed to the multi-agency strategy that will be required for the successful completion of this project.

Sincerely,

Andrew P. McWhorter
Technical Leader/Forensic Scientist
Texas Department of Public Safety Crime Laboratory Service
Law Enforcement Support Division

City of West Orange, Texas
Police Department

2700 Austin Avenue
West Orange, Texas 77630-6136
Ph (409) 883-7574 * Fax (409) 883-4550

May 15, 2015

Linda Johnson, Director
Jefferson County Regional Crime Laboratory
5030 Hwy 69 South
Beaumont, Texas 77705

RE: New York County District Attorney's Sexual Assault Kit Backlog Elimination Grant

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Thanking you for taking the lead in obtaining this funding not only for prosecution, but mainly for the victims involved.

Sincerely,

Michael S. Stelly
Chief of Police

BOB WORTHAM
CRIMINAL DISTRICT ATTORNEY

Jefferson County Courthouse
1085 Pearl Street, 3rd Floor
Beaumont, Texas 77701
(409) 835-8550
FAX (409) 784-5893

CORY J. H. CRENSHAW
First Assistant

ASHLEY CHASE
Criminal Chief

WAYLN THOMPSON
Appellate Chief

GARY REAVES
Public Integrity

PAT KNAUTH
Executive Assistant

KATHLEEN M. KENNEDY
Civil Chief

RANDI KING
Family Chief

JAMES ARCENEAUX
Chief Investigator

Linda Johnson, Director
Jefferson County Regional Crime Laboratory
5030 Hwy 69 South
Beaumont, Texas 77705

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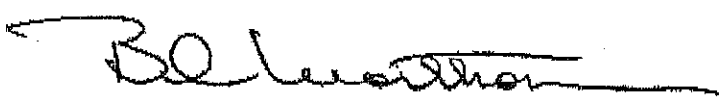
Sincerely,



John D. Kimbrough

ORANGE COUNTY COURTHOUSE
801 DIVISION
ORANGE, TEXAS 77630

Orange County District Attorney

OFFICE: (409)883-6764
FACSIMILE: (409)883-9322

May 1, 2015

Linda Johnson, Director
Jefferson County Regional Crime Laboratory
5030 Hwy 69 South
Beaumont, Texas 77705

RE: New York County District Attorney's Sexual Assault Kit Backlog Elimination Grant

Dear Ms. Johnson,

This letter is in support of your efforts to seek funding to provide for the DNA testing of samples which were retained by your Laboratory from Sexual Assault Kits submitted by local law enforcement agencies. I understand that these samples are from kits that were submitted many years ago, and that the samples were subjected to the scope of forensic testing that was available at that time; however, I believe it will be beneficial to the citizens of Orange County to have these samples analyzed using current DNA testing methods for entry into the CODIS system.

I agree to pursue prosecution of the cases as appropriate when this analysis results in a CODIS hit. I also agree to provide to the Laboratory, who is the Lead Agency for this grant, the applicable information that is listed in Appendix A, as it is available for each case. I am committed to the multi-disciplinary strategy that will be required for the successful completion of this project.

Sincerely,

John D. Kimbrough

NORMAN REYNOLDS
City Marshal

GROVES POLICE DEPARTMENT
4201 Main Ave.
Groves, TX 77619
(409) 962-0244
FAX (409) 960-5749

KIRK RICE
Chief Deputy

Linda Johnson, Director
Jefferson County Regional Crime Laboratory
5030 Hwy 69 South
Beaumont, Texas 77705

RE: New York County District Attorney's Sexual Assault Kit Backlog Elimination Grant

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Sincerely,

Norman Reynolds, Jr.
City Marshal
Groves Police Department
(409) 960-5742
nreynolds@cigrovestx.com

JEFFERSON COUNTY SHERIFF'S DEPARTMENT
REGIONAL CRIME LABORATORY
5030 Highway 69 South, Suite 500
Beaumont, Texas 77705-9630
(409) 726-2577 FAX (409) 726-2576

May 28, 2015

District Attorney's Office of New York
Via wizehive grant application portal

RE: New York County District Attorney's Sexual Assault Kit Backlog Elimination Grant

Dear DANY,

This purpose of this letter is to communicate the commitment of the Jefferson County Regional Crime Laboratory to participate in the New York County District Attorney's Sexual Assault Kit Backlog Elimination Grant. The Laboratory is committed to assess all samples that are in storage to determine their eligibility for testing under this grant, and to forward eligible samples for DNA analysis in a systematic fashion. Once the DNA analysis is completed, we will work with the Texas DPS Laboratory system to upload all eligible profiles into CODIS. Any cases which are negative in the first testing will be re-evaluated for further testing at the end of the grant period, if funding allows.

The Laboratory is also committed to leading a task force comprised of law enforcement, prosecuting officials, and the victim's service organization to ensure that victim notification is occurring and that all necessary information flows freely. The Laboratory will compile this information as needed to provide any performance measures required by the grant.

Although we realize that this will be a huge task, we are absolutely committed to the testing of the samples, because we believe it is our ethical responsibility.

Sincerely,

Linda Johnson

Linda Johnson
Director

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*

Linda Johnson, Director
Jefferson County Regional Crime Laboratory
5030 Hwy 69 South
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Sincerely,

Tim Smith
Deputy Chief

NEDERLAND POLICE DEPARTMENT Darrell W. Bush, Chief of Police

May 18, 2015

Linda Johnson, Director
Jefferson County Regional Crime Laboratory
5030 Hwy 69 South
Beaumont, Texas 77705

RE: New York County District Attorney's Sexual Assault Kit Backlog Elimination Grant

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Sincerely,

Darrell W. Bush
Chief of Police

P. O. Box 1165 • 1400 Boston Avenue • Nederland, Texas 77627 • Phone (409) 723-1516 • FAX (409) 723-1551

ORANGE COUNTY SHERIFF'S OFFICE
P. O. Box 1468 • Orange, TX 77631-1468
Orange Office (409) 883-2612 • Vidor Office (409) 769-6891
kmerritt@co.orange.tx.us • www.ocsheriffsoffice.com

KEITH MERRITT
SHERIFF

Sheriff's Association of Texas Member

May 28, 2015

Linda Johnson, Director
Jefferson County Regional Crime Laboratory
5030 Hwy 69 South
Beaumont, Texas 77705

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Sincerely,

Keith Merritt

Keith Merritt
Orange County Sheriff

ORANGE POLICE DEPARTMENT

201 8th Street
Orange, Texas 77630
(409) 883-1026 • Fax: (409) 883-1013

Lane Martin
Chief of Police

Sparky Robinson, Major
Wade Robinson, Major

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Orange Police Department
Detective Division

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POLICE DEPARTMENT

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DERRICK FREEMAN

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MARK BLANTON
CHIEF OF POLICE

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Raymond Clark
Deputy Chief of Police
Port Arthur Police Department
(409) 983-8622
rclark@portarthurpd.com

PORT NECHES
TEXAS

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Paul Lemoine

Paul J. Lemoine
Chief of Police
Port Neches Police Dept.
1201 Merriman St.
Port Neches, Tx 77651
409-722-1424
409-719-4234

Crisis Center

United Way

"Helping to Rebuild Hopes, Lives and Dreams"

RAPE AND SUICIDE CRISIS OF SOUTHEAST TEXAS, INC.

Linda Johnson, Director
Jefferson County Regional Crime Laboratory
5030 Hwy 69 South
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Executive Director

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TEXAS DEPARTMENT OF PUBLIC SAFETY

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STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
ROBERT J. BODISCH, SR.
DEPUTY DIRECTORS

COMMISSION
A. CYNTHIA LEON, CHAIR
MANNY FLORES
FAITH JOHNSON
STEVEN P. MACH
RANDY WATSON

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Jefferson County Regional Crime Laboratory
5030 Hwy 69 South
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Andrew P. McWhorter
Technical Leader/Forensic Scientist
Texas Department of Public Safety Crime Laboratory Service
Law Enforcement Support Division

City of West Orange, Texas
Police Department

2700 Austin Avenue
West Orange, Texas 77630-6136
Ph (409) 883-7674 * Fax (409) 883-4550

May 15, 2015

Linda Johnson, Director
Jefferson County Regional Crime Laboratory
5030 Hwy 69 South
Beaumont, Texas 77705

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Sincerely,

Michael S. Stelly
Chief of Police

Beaumont Police Department

RICH WITH OPPORTUNITY
BEAUMONT
T • E • X • A • S

James P. Singletary, Chief
Office: (409) 880-3801 • Fax: (409) 880-3844
P.O. Box 3827
Beaumont, Texas 77704-3827
www.beaumontpd.com

May 28, 2015

Linda Johnson, Director
Jefferson County Regional Crime Laboratory
5030 Hwy 69 South
Beaumont, Texas 77705

RE: New York County District Attorney's Sexual Assault Kit Backlog Elimination Grant

Dear Ms. Johnson:

This letter is in support of your efforts to seek funding to provide for the DNA testing of samples which were retained by your Laboratory from Sexual Assault Kits submitted by the City of Beaumont Police Department. I understand that these samples are from kits that were submitted many years ago, and that the samples were subjected to the scope of forensic testing that was available at that time; however, I believe it will be beneficial to the City of Beaumont Police Department to have these samples analyzed using current DNA testing methods for entry into the CODIS system.

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Sincerely,

James P. Singletary
Chief of Police

JS/lw

Appendix A:
Sample Quarterly Performance Measures

Kit Receipt, Kit and Profile Inventory
1. # of kits inventoried
2. # of kits tested (overall)
3. # of kits tested in the past 3 months
4. # of kits still untested (current backlog)
5. # of untested kits planned for testing in next 3 months
6. # of DNA profiles entered into CODIS
7. # of hits in CODIS
Arrest and Charging Decisions (based on the review of SAK-related cases)
8. # of misdemeanor arrests
9. # of felony arrests
10. # of misdemeanor cases (based on top screening charge) accepted for prosecution
11. # of felony cases (based on top screening charge) accepted for prosecution
12. # of cases (all categories) declined at initial screening
13. # of cases in which defendant(s) have been indicted (or equivalent)
14. # of cases dismissed
15. # of cases resulted in guilty plea convictions
16. # of cases resulted in trial convictions
17. # of cases resulted in acquittals
18. # of exonerations
Charge/Conviction (based on the review of SAK-related cases)
19. # of cases with top screening charge "Rape in the third degree"
20. # of cases with top screening charge "Rape in the second degree"
21. # of cases with top screening charge "Rape in the first degree"
22. # of cases with top screening charge "Criminal sexual act in the third degree"
23. # of cases with top screening charge "Criminal sexual act in the second degree"
24. # of cases with top screening charge "Criminal sexual act in the first degree"
25. # of cases with top screening charge "Aggravated sexual abuse in the third degree"
26. # of cases with top screening charge "Aggravated sexual abuse in the second degree"
27. # of cases with top screening charge "Aggravated sexual abuse in the first degree"
Victim Notification (based on the review of SAK-related cases)
28. # of attempted notifications to victims about a hit
29. # of successful notifications to victims about a hit
30. # of victims cooperating with investigation/prosecution
Victim Characteristics (based on the review of SAK-related cases)
31. # of female victims
32. # of male victims
Defendant Characteristics (based on the review of SAK-related cases)
33. # of female defendants
34. # of male defendants
35. # of non-Hispanic Black defendants
36. # of Hispanic defendants (including Hispanic Black and Hispanic White)
37. # of Asian defendants
38. # of non-Hispanic White defendants
39. # of defendants under 18 years of age at the time of arrest
40. # of defendants with any previous conviction history
41. # of defendants with previous sexual offense conviction history
42. # of defendants with previous domestic violence conviction history
Victim-Defendant Relationship
(based on the review of SAK-related cases with a known victim-defendant relationship)
43. # of intimate-partner cases
44. # of acquaintance cases
45. # of stranger cases

BRIDGE CITY POLICE DEPARTMENT

2290 TEXAS AVENUE - BRIDGE CITY, TX 77611
(409) 735-5332

PAUL T. DAVIS
CHIEF OF POLICE

CITY COUNCIL

KIRK ROCCAFORTE	MAYOR
DANNY COLE	MAYOR PRO-TEM
KEVIN MOTT	CITY COUNCIL PL 1
MIKE REED	CITY COUNCIL PL 2
ROBERT SIMONTON	CITY COUNCIL PL 3
ERIC ANDRUS	CITY COUNCIL PL 4
RICHARD SAVOY	CITY COUNCIL PL 5

JERRY JONES
CITY MANAGER

May 19, 2015

Linda Johnson, Director
Jefferson County Regional Crime Laboratory
5030 Hwy 69 South
Beaumont, Texas 77705

RE: New York County District Attorney's Sexual Assault Kit Backlog Elimination Grant

Dear Ms. Johnson,

This letter is in support of your efforts to seek funding to provide for the DNA testing of samples which were retained by your Laboratory from Sexual Assault Kits submitted by this agency. I understand that these samples are from kits that were submitted many years ago, and that the samples were subjected to the scope of forensic testing that was available at that time; however, I believe it will be beneficial to my agency to have these samples analyzed using current DNA testing methods for entry into the CODIS system.

I agree to work with the Rape and Suicide Crisis Center of Southeast Texas to attempt to notify victims and pursue prosecution of the cases as appropriate when this analysis results in a CODIS hit. I also agree to provide to the Laboratory, who is the Lead Agency for this grant, the applicable information that is listed in Appendix A, as it is available for each case. I am committed to the multi-disciplinary strategy that will be required for the successful completion of this project.

Sincerely,

Paul T. Davis

Paul T. Davis
Chief of Police
Bridge City

DAVID A. SHEFFIELD

OFFICE OF THE DISTRICT ATTORNEY
HARDIN COUNTY, TEXAS

BRUCE A. HOFFER
1ST ASSISTANT DISTRICT ATTORNEY

ANTHONY L. LATINO
ASSISTANT DISTRICT ATTORNEY

P. O. BOX 1409
2ND FLOOR COURTHOUSE
KOUNTZE, TEXAS 77625
(409) 246-5160
(409) 246-5142

DALE WILLIFORD
CHIEF INVESTIGATOR

THOMAS TYLER, SR.
CRIMINAL INVESTIGATOR

May 15, 2015

Linda Johnson, Director
Jefferson County Regional Crime Laboratory
5030 Hwy 69 S.
Beaumont, Tx 77705

Re: Hardin County District Attorney's Sexual Assault Kit Backlog Elimination Grant

Dear Ms. Johnson,

This letter is in support of your efforts to seek funding to provide for the DNA testing of samples which were retained by your Laboratory from Sexual Assault Kits submitted by local law enforcement agencies. I understand that these samples are from kits that were submitted many years ago, and that the samples were subjected to the scope of forensic testing that was available at the time; however, I believe it will be beneficial to the citizens of Hardin County to have these samples analyzed using current DNA testing methods for entry into the CODIS system.

I agree to pursue prosecution of the cases as appropriate when this analysis results in a CODIS hit. I also agree to provide to the Laboratory, who is the Lead Agency for this grant, the applicable information that is listed in Appendix A, as it is available for each case. I am committed to the multi-disciplinary strategy that will be required for the successful completion of this project.

Sincerely,

David A. Sheffield
District Attorney

BOB WORTHAM
CRIMINAL DISTRICT ATTORNEY

Jefferson County Courthouse
1085 Pearl Street, 3rd Floor
Beaumont, Texas 77701
(409) 835-8550
FAX (409) 784-5893

CORY J. H. CRENSHAW
First Assistant

ASHLEY CHASE
Criminal Chief

WAYLN THOMPSON
Appellate Chief

GARY REAVES
Public Integrity

PAT KNAUTH
Executive Assistant

KATHLEEN M. KENNEDY
Civil Chief

RANDI KING
Family Chief

JAMES ARCENEAUX
Chief Investigator

Linda Johnson, Director
Jefferson County Regional Crime Laboratory
5030 Hwy 69 South
Beaumont, Texas 77705

RE: New York County District Attorney's Sexual Assault Kit Backlog Elimination Grant

Dear Ms. Johnson,

This letter is in support of your efforts to seek funding to provide for the DNA testing of samples which were retained by your Laboratory from Sexual Assault Kits submitted by local law enforcement agencies. I understand that these samples are from kits that were submitted many years ago, and that the samples were subjected to the scope of forensic testing that was available at that time; however, I believe it will be beneficial to the citizens of Jefferson County to have these samples analyzed using current DNA testing methods for entry into the CODIS system.

I agree to pursue prosecution of the cases as appropriate when this analysis results in a CODIS hit. I also agree to provide to the Laboratory, who is the Lead Agency for this grant, the applicable information that is listed in Appendix A, as it is available for each case. I am committed to the multi-disciplinary strategy that will be required for the successful completion of this project.

Sincerely,

John D. Kimbrough

ORANGE COUNTY COURTHOUSE
801 DIVISION
ORANGE, TEXAS 77630

Orange County District Attorney

OFFICE: (409)883-6764
FACSIMILE: (409)883-9322

May 1, 2015

Linda Johnson, Director
Jefferson County Regional Crime Laboratory
5030 Hwy 69 South
Beaumont, Texas 77705

RE: New York County District Attorney's Sexual Assault Kit Backlog Elimination Grant

Dear Ms. Johnson,

This letter is in support of your efforts to seek funding to provide for the DNA testing of samples which were retained by your Laboratory from Sexual Assault Kits submitted by local law enforcement agencies. I understand that these samples are from kits that were submitted many years ago, and that the samples were subjected to the scope of forensic testing that was available at that time; however, I believe it will be beneficial to the citizens of Orange County to have these samples analyzed using current DNA testing methods for entry into the CODIS system.

I agree to pursue prosecution of the cases as appropriate when this analysis results in a CODIS hit. I also agree to provide to the Laboratory, who is the Lead Agency for this grant, the applicable information that is listed in Appendix A, as it is available for each case. I am committed to the multi-disciplinary strategy that will be required for the successful completion of this project.

Sincerely,

John D. Kimbrough

NORMAN REYNOLDS
City Marshal

GROVES POLICE DEPARTMENT
4201 Main Ave.
Groves, TX 77619
(409) 962-0244
FAX (409) 960-5749

KIRK RICE
Chief Deputy

Linda Johnson, Director
Jefferson County Regional Crime Laboratory
5030 Hwy 69 South
Beaumont, Texas 77705

RE: New York County District Attorney's Sexual Assault Kit Backlog Elimination Grant

Dear Ms. Johnson,

This letter is in support of your efforts to seek funding to provide for the DNA testing of samples which were retained by your Laboratory from Sexual Assault Kits submitted by this agency. I understand that these samples are from kits that were submitted many years ago, and that the samples were subjected to the scope of forensic testing that was available at that time; however, I believe it will be beneficial to my agency to have these samples analyzed using current DNA testing methods for entry into the CODIS system.

I agree to work with the Rape and Suicide Crisis Center of Southeast Texas to attempt to notify victims and pursue prosecution of the cases as appropriate when this analysis results in a CODIS hit. I also agree to provide to the Laboratory, who is the Lead Agency for this grant, the applicable information that is listed in Appendix A, as it is available for each case. I am committed to the multi-disciplinary strategy that will be required for the successful completion of this project.

Sincerely,

Norman Reynolds, Jr.
City Marshal
Groves Police Department
(409) 960-5742
nreynolds@cigrovestx.com

JEFFERSON COUNTY SHERIFF'S DEPARTMENT
REGIONAL CRIME LABORATORY
5030 Highway 69 South, Suite 500
Beaumont, Texas 77705-9630
(409) 726-2577 FAX (409) 726-2576

May 28, 2015

District Attorney's Office of New York
Via wizehive grant application portal

RE: New York County District Attorney's Sexual Assault Kit Backlog Elimination Grant

Dear DANY,

This purpose of this letter is to communicate the commitment of the Jefferson County Regional Crime Laboratory to participate in the New York County District Attorney's Sexual Assault Kit Backlog Elimination Grant. The Laboratory is committed to assess all samples that are in storage to determine their eligibility for testing under this grant, and to forward eligible samples for DNA analysis in a systematic fashion. Once the DNA analysis is completed, we will work with the Texas DPS Laboratory system to upload all eligible profiles into CODIS. Any cases which are negative in the first testing will be re-evaluated for further testing at the end of the grant period, if funding allows.

The Laboratory is also committed to leading a task force comprised of law enforcement, prosecuting officials, and the victim's service organization to ensure that victim notification is occurring and that all necessary information flows freely. The Laboratory will compile this information as needed to provide any performance measures required by the grant.

Although we realize that this will be a huge task, we are absolutely committed to the testing of the samples, because we believe it is our ethical responsibility.

Sincerely,

Linda Johnson

Linda Johnson
Director

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*

Linda Johnson, Director
Jefferson County Regional Crime Laboratory
5030 Hwy 69 South
Beaumont, Texas 77705

RE: New York County District Attorney's Sexual Assault Kit Backlog Elimination Grant

Dear Ms. Johnson,

This letter is in support of your efforts to seek funding to provide for the DNA testing of samples which were retained by your Laboratory from Sexual Assault Kits submitted by this agency. I understand that these samples are from kits that were submitted many years ago, and that the samples were subjected to the scope of forensic testing that was available at that time; however, I believe it will be beneficial to my agency to have these samples analyzed using current DNA testing methods for entry into the CODIS system.

I agree to work with the Rape and Suicide Crisis Center of Southeast Texas to attempt to notify victims and pursue prosecution of the cases as appropriate when this analysis results in a CODIS hit. I also agree to provide to the Laboratory, who is the Lead Agency for this grant, the applicable information that is listed in Appendix A, as it is available for each case. I am committed to the multi-disciplinary strategy that will be required for the successful completion of this project.

Sincerely,

Tim Smith
Deputy Chief

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*

Linda Johnson, Director
Jefferson County Regional Crime Laboratory
5030 Hwy 69 South
Beaumont, Texas 77705

RE: New York County District Attorney's Sexual Assault Kit Backlog Elimination Grant

Dear Ms. Johnson,

This letter is in support of your efforts to seek funding to provide for the DNA testing of samples which were retained by your Laboratory from Sexual Assault Kits submitted by this agency. I understand that these samples are from kits that were submitted many years ago, and that the samples were subjected to the scope of forensic testing that was available at that time; however, I believe it will be beneficial to my agency to have these samples analyzed using current DNA testing methods for entry into the CODIS system.

I agree to work with the Rape and Suicide Crisis Center of Southeast Texas to attempt to notify victims and pursue prosecution of the cases as appropriate when this analysis results in a CODIS hit. I also agree to provide to the Laboratory, who is the Lead Agency for this grant, the applicable information that is listed in Appendix A, as it is available for each case. I am committed to the multi-disciplinary strategy that will be required for the successful completion of this project.

Sincerely,

Tim Smith
Deputy Chief

NEDERLAND POLICE DEPARTMENT Darrell W. Bush, Chief of Police

May 18, 2015

Linda Johnson, Director
Jefferson County Regional Crime Laboratory
5030 Hwy 69 South
Beaumont, Texas 77705

RE: New York County District Attorney's Sexual Assault Kit Backlog Elimination Grant

Dear Ms. Johnson,

This letter is in support of your efforts to seek funding to provide for the DNA testing of samples which were retained by your Laboratory from Sexual Assault Kits submitted by this agency. I understand that these samples are from kits that were submitted many years ago, and that the samples were subjected to the scope of forensic testing that was available at that time; however, I believe it will be beneficial to my agency to have these samples analyzed using current DNA testing methods for entry into the CODIS system.

I agree to work with the Rape and Suicide Crisis Center of Southeast Texas to attempt to notify victims and pursue prosecution of the cases as appropriate when this analysis results in a CODIS hit. I also agree to provide to the Laboratory, who is the Lead Agency for this grant, the applicable information that is listed in Appendix A, as it is available for each case. I am committed to the multi-disciplinary strategy that will be required for the successful completion of this project.

Sincerely,

Darrell W. Bush
Chief of Police

P. O. Box 1165 • 1400 Boston Avenue • Nederland, Texas 77627 • Phone (409) 723-1516 • FAX (409) 723-1551

ORANGE COUNTY SHERIFF'S OFFICE
P. O. Box 1468 • Orange, TX 77631-1468
Orange Office (409) 883-2612 • Vidor Office (409) 769-6891
kmerritt@co.orange.tx.us • www.ocsheriffsoffice.com

Sheriff's Association of Texas Member

KEITH MERRITT
SHERIFF

May 28, 2015

Linda Johnson, Director
Jefferson County Regional Crime Laboratory
5030 Hwy 69 South
Beaumont, Texas 77705

RE: New York County District Attorney's Sexual Assault Kit Backlog Elimination Grant

Dear Ms. Johnson,

This letter is in support of your efforts to seek funding to provide for the DNA testing of samples which were retained by your Laboratory from Sexual Assault Kits submitted by this agency. I understand that these samples are from kits that were submitted many years ago, and that the samples were subjected to the scope of forensic testing that was available at that time; however, I believe it will be beneficial to my agency to have these samples analyzed using current DNA testing methods for entry into the CODIS system.

I agree to work with the Rape and Suicide Crisis Center of Southeast Texas to attempt to notify victims and pursue prosecution of the cases as appropriate when this analysis results in a CODIS hit. I also agree to provide to the Laboratory, who is the Lead Agency for this grant, the applicable information that is listed in Appendix A, as it is available for each case. I am committed to the multi-disciplinary strategy that will be required for the successful completion of this project.

Sincerely,

Keith Merritt

Keith Merritt
Orange County Sheriff

ORANGE POLICE DEPARTMENT

201 8th Street
Orange, Texas 77630
(409) 883-1026 • Fax: (409) 883-1013

Lane Martin
Chief of Police

Sparky Robinson, Major
Wade Robinson, Major

Linda Johnson, Director
Jefferson County Regional Crime Laboratory
5030 Hwy 69 South
Beaumont, Texas 77705

RE: New York County District Attorney's Sexual Assault Kit Backlog Elimination Grant

Dear Ms. Johnson,

This letter is in support of your efforts to seek funding to provide for the DNA testing of samples which were retained by your Laboratory from Sexual Assault Kits submitted by this agency. I understand that these samples are from kits that were submitted many years ago, and that the samples were subjected to the scope of forensic testing that was available at that time; however, I believe it will be beneficial to my agency to have these samples analyzed using current DNA testing methods for entry into the CODIS system.

I agree to work with the Rape and Suicide Crisis Center of Southeast Texas to attempt to notify victims and pursue prosecution of the cases as appropriate when this analysis results in a CODIS hit. I also agree to provide to the Laboratory, who is the Lead Agency for this grant, the applicable information that is listed in Appendix A, as it is available for each case. I am committed to the multi-disciplinary strategy that will be required for the successful completion of this project.

Sincerely,

Captain C. J. Hargrave
Orange Police Department
Detective Division

CITY of PORT ARTHUR
POLICE DEPARTMENT

DELORIS "BOBBIE" PRICE, MAYOR
ROBERT E. "BOB" WILLIAMSON, MAYOR PRO TEM

MARK BLANTON
CHIEF OF POLICE

COUNCIL MEMBERS:
RAYMOND SCOTT JR.
MORRIS ALBRIGHT III
ROBERT E. WILLIAMSON
KERRY "TWIN" THOMAS
ELIZABETH "LIZ" SEGLER
WILLIE "BAE" LEWIS JR.
DERRICK FREEMAN

JOHN A. COMEAUX, P.E - INTERIM CITY MANAGER

Linda Johnson, Director
Jefferson County Regional Crime Laboratory
5030 Hwy 69 South
Beaumont, Texas 77705

RE: New York County District Attorney's Sexual Assault Kit Backlog Elimination Grant

Dear Ms. Johnson,

This letter is in support of your efforts to seek funding to provide for the DNA testing of samples which were retained by your Laboratory from Sexual Assault Kits submitted by this agency. I understand that these samples are from kits that were submitted many years ago, and that the samples were subjected to the scope of forensic testing that was available at that time; however, I believe it will be beneficial to my agency to have these samples analyzed using current DNA testing methods for entry into the CODIS system.

I agree to work with the Rape and Suicide Crisis Center of Southeast Texas to attempt to notify victims and pursue prosecution of the cases as appropriate when this analysis results in a CODIS hit. I also agree to provide to the Laboratory, who is the Lead Agency for this grant, the applicable information that is listed in Appendix A, as it is available for each case. I am committed to the multi-disciplinary strategy that will be required for the successful completion of this project.

Sincerely,

Raymond E. Clark

Raymond Clark
Deputy Chief of Police
Port Arthur Police Department
(409) 983-8622
rclark@portarthurpd.com

PORT NECHES
TEXAS

Police Department
1201 Merriman St. • Port Neches, Texas 77651
(409) 722-1424 • Fax (409) 721-9643

Linda Johnson, Director
Jefferson County Regional Crime Laboratory
5030 Hwy 69 South
Beaumont, Texas 77705

RE: New York County District Attorney's Sexual Assault Kit Backlog Elimination Grant

Dear Ms. Johnson,

This letter is in support of your efforts to seek funding to provide for the DNA testing of samples which were retained by your Laboratory from Sexual Assault Kits submitted by this agency. I understand that these samples are from kits that were submitted many years ago, and that the samples were subjected to the scope of forensic testing that was available at that time; however, I believe it will be beneficial to my agency to have these samples analyzed using current DNA testing methods for entry into the CODIS system.

I agree to work with the Rape and Suicide Crisis Center of Southeast Texas to attempt to notify victims and pursue prosecution of the cases as appropriate when this analysis results in a CODIS hit. I also agree to provide to the Laboratory, who is the Lead Agency for this grant, the applicable information that is listed in Appendix A, as it is available for each case. I am committed to the multi-disciplinary strategy that will be required for the successful completion of this project.

Sincerely,

Paul Lemoine

Paul J. Lemoine
Chief of Police
Port Neches Police Dept.
1201 Merriman St.
Port Neches, Tx 77651
409-722-1424
409-719-4234

Crisis Center

United Way

"Helping to Rebuild Hopes, Lives and Dreams"

RAPE AND SUICIDE CRISIS OF SOUTHEAST TEXAS, INC.

Linda Johnson, Director
Jefferson County Regional Crime Laboratory
5030 Hwy 69 South
Beaumont, Texas 77705

RE: New York County District Attorney's Sexual Assault Kit Backlog Elimination Grant

Dear Ms. Johnson,

This letter is in support of your efforts to seek funding to provide for the DNA testing of samples which were retained by your Laboratory from Sexual Assault Kits submitted by local law enforcement agencies. Rape & Suicide Crisis of Southeast Texas, Inc. understands that these samples are from kits that were submitted many years ago, and that the samples were subjected to the scope of forensic testing that was available at that time; however, Rape & Suicide Crisis of Southeast Texas, Inc. believes that it will be beneficial to have these samples analyzed using current DNA testing methods for entry into the CODIS system.

Rape & Suicide Crisis of Southeast Texas, Inc. agrees to provide victim notification and victim assistance as appropriate when this analysis results in an identification through a CODIS hit. In addition, Rape & Suicide Crisis of Southeast Texas, Inc. also agrees to provide to the Laboratory, who is the Lead Agency for this grant, the applicable information that is listed in Appendix A, as it is available for each case. We are committed to the multi-disciplinary strategy that will be required for the successful completion of this project.

Sincerely,

Cheryl Williams,
Executive Director

P. O. BOX 3208, BEAUMONT, TX 77704
OFFICE: 409-832-6530 • FAX: 409-832-4324
crisiscenterofsoutheasttxinc@gmail.com
24 HOUR HOTLINES: 1-800-7-WE-CARE • 409-835-3355

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000
www.dps.texas.gov

STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
ROBERT J. BODISCH, SR.
DEPUTY DIRECTORS

COMMISSION
A. CYNTHIA LEON, CHAIR
MANNY FLORES
FAITH JOHNSON
STEVEN P. MACH
RANDY WATSON

Linda Johnson, Director
Jefferson County Regional Crime Laboratory
5030 Hwy 69 South
Beaumont, Texas 77705

RE: New York County District Attorney's Sexual Assault Kit Backlog Elimination Grant

Dear Ms. Johnson,

This letter is in support of your efforts to seek funding to provide for the DNA testing of samples which were retained by your Laboratory from Sexual Assault Kits submitted by this agency. The Texas Department of Public Safety Crime Laboratory Service understands that these samples are from kits that were submitted many years ago, and that the samples were subjected to the scope of forensic testing that was available at that time; however, we believe it will be beneficial to the citizens of Jefferson County and the surrounding area to have these samples analyzed using current DNA testing methods for entry into the CODIS system.

We agree to review these cases for suitability for entry into the CODIS system and enter any eligible profiles into the system. We also agree to notify the Jefferson County Regional Crime Laboratory of any CODIS hits related to these cases, and to provide to the Laboratory, who is the Lead Agency for this grant, the applicable information that is listed in Appendix A, as it is available for each case. We are committed to the multi-agency strategy that will be required for the successful completion of this project.

Sincerely,

Andrew P. McWhorter
Technical Leader/Forensic Scientist
Texas Department of Public Safety Crime Laboratory Service
Law Enforcement Support Division

City of West Orange, Texas
Police Department

2700 Austin Avenue
West Orange, Texas 77630-6136
Ph (409) 883-7674 * Fax (409) 883-4660

May 15, 2015

Linda Johnson, Director
Jefferson County Regional Crime Laboratory
5030 Hwy 69 South
Beaumont, Texas 77705

RE: New York County District Attorney's Sexual Assault Kit Backlog Elimination Grant

Dear Ms. Johnson,

This letter is in support of your efforts to seek funding to provide for the DNA testing of samples which were retained by your Laboratory from Sexual Assault Kits submitted by this agency. I understand that these samples are from kits that were submitted many years ago, and that the samples were subjected to the scope of forensic testing that was available at that time; however, I believe it will be beneficial to my agency to have these samples analyzed using current DNA testing methods for entry into the CODIS system.

I agree to work with the Rape and Suicide Crisis Center of Southeast Texas to attempt to notify victims and pursue prosecution of the cases as appropriate when this analysis results in a CODIS hit. I also agree to provide to the Laboratory, who is the Lead Agency for this grant, the applicable information that is listed in Appendix A, as it is available for each case. I am committed to the multi-disciplinary strategy that will be required for the successful completion of this project.

Thanking you for taking the lead in obtaining this funding not only for prosecution, but mainly for the victims involved.

Sincerely,

Michael S. Stelly
Chief of Police

CHERYL SWOPE LIECK
DISTRICT ATTORNEY
CHAMBERS COUNTY

P. O. BOX 1409
ANAHUAC, TEXAS 77514

TEL.: 409/267-2682
FAX.: 409/267-3105

Linda Johnson, Director
Jefferson County Regional Crime Laboratory
5030 Hwy 69 South
Beaumont, Texas 77705

RE: New York County District Attorney's Sexual Assault Kit Backlog Elimination Grant

Dear Ms. Johnson,

This letter is in support of your efforts to seek funding to provide for the DNA testing of samples which were retained by your Laboratory from Sexual Assault Kits submitted by local law enforcement agencies. I understand that these samples are from kits that were submitted many years ago, and that the samples were subjected to the scope of forensic testing that was available at that time; however, I believe it will be beneficial to the citizens of Chambers County to have these samples analyzed using current DNA testing methods for entry into the CODIS system.

I agree to pursue prosecution of the cases as appropriate when this analysis results in a CODIS hit. I also agree to provide to the Laboratory, who is the Lead Agency for this grant, the applicable information that is listed in Appendix A, as it is available for each case. I am committed to the multi-disciplinary strategy that will be required for the successful completion of this project.

Sincerely,

Dane Listi
First Assistant District Attorney

Attachment C1

DANY Sexual Assault Kit Backlog Elimination Grant Program

Quarterly Performance Metrics Report

Definitions

- *In a "Forensic Hit" or "Case to Case Match," the new profile matches DNA from another forensic sample.*
- *In an "Offender/Arrestee Hit" or "Match to a Known Offender," the new profile matches the DNA of an offender or arrestee profile already in CODIS (i.e. the match is to a sample in the offender index).*
- *In a "Confirmatory Hit," the profile matches with the previously named suspect.*
- *A "John Doe" warrant or indictment is intended to stop the statute of limitations for an unknown offender.*

Baseline Grantee Information:

1. Jurisdiction ID
2. Jurisdiction Name
3. Submitter Name
4. How many kits did you apply for funding to test under this grant program?
5. Have the kits that will be tested under this grant been fully inventoried? (Yes/No)
    a. If no, how is your inventory process progressing?

For all the following questions, please report only activity that occurred during the most recent quarter.

Testing and CODIS Hits:

1. Number of kits submitted for testing
2. Number of kits that did not generate any or sufficient DNA for upload
3. Number of kits that produced a CODIS eligible profile
4. Number of DNA profiles entered into CODIS
5. Number of hits in CODIS
6. Number of "Forensic" or "Case to Case" matches
7. Number of "Offender/Arrestee Hits" or "Matches to Known Offenders"
8. Number of "Confirmatory Hits"
9. Number of CODIS hits that match to a profile associated with another sexual assault case

Victim Notification:

1. Number of victims you jurisdiction attempted to notify following a CODIS hit
2. Number of victims successfully notified following a CODIS hit

3. What is your policy for notifying victims following a CODIS hit? (*Please note any trends that you've observed in victim response and lessons learned from your experience. If some victims chose not to cooperate with law enforcement following notification, please describe any reasons they gave.)*

Investigation and Prosecutions:

1. How many cases were re-opened (or opened for the first time) as a result of a CODIS hit?
2. Number of cases beyond the statute of limitations
3. Number of arrests made
4. Number of felony prosecutions commenced
    a. Number of prosecutions commenced with homicide as the top charge
    b. Number of prosecutions commenced with felony sexual assault as the top charge
    c. Number of prosecutions commenced with felony burglary as the top charge
    d. Number of prosecutions commenced with felony robbery as the top charge
    e. Number of prosecutions commenced with another felony as the top charge
5. Number of misdemeanor prosecutions commenced
6. Number of "John Doe" warrants or indictments obtained

Case Dispositions:

1. Number of cases that resulted in a felony conviction
2. Number of cases that resulted in a misdemeanor conviction
3. Number of cases that resulted in a sexual assault conviction
4. Number of cases that resulted in an acquittal (on all charges)
5. Number of cases that resulted in a dismissal (on all charges)
6. Number of cases in which the CODIS hit identified a different assailant than the one originally named or prosecuted
7. Number of exonerations

Programmatic Information:

1. How has your jurisdiction coordinated with the other agencies within your multi-disciplinary strategy this quarter? (*Please include the number of stakeholder meetings held and the agencies that participated. Include examples of successful coordination among agencies in your jurisdiction as a result of this project, as well as any challenges that you have faced.)*

2. Are all kits associated with a reported crime now submitted to the lab? Are all such kits tested as they come in? If not, what is the practice?

3. Would your jurisdiction potentially benefit by and utilize training and technical assistance in any of the following areas if it were available? Check all that apply.
    a. CODIS functionality
    b. The forklift approach
    c. Best practices training for law enforcement

d. Best practices training for hospital staff
e. Best practices training for victim services staff
f. Best practice training for prosecutors
g. Interagency coordination
h. Identifying additional funding sources
i. Organizational consulting or assistance with process efficiency
j. Other _____

Attachment C2

DANY Sexual Assault Kit Backlog Elimination Grant Program
CODIS Hit and Case Information Spreadsheet – Required Information

The purpose of this document is to outline the data points that grantees will be required to provide for each CODIS hit resulting from a sexual assault kit tested through DANY's grant program. Please note that grantees will complete the information listed below in an Excel spreadsheet that DANY will provide.

1. Case # (CODIS ID)
2. Hit Type (Offender, Forensic, Confirmatory)
3. Top Charge Associated with Kit
4. Suspect Age at Crime
5. Victim Age at Crime
6. Total # of Associated Cases in CODIS
7. # of Associated Sexual Assault cases in CODIS
8. List each associated case in CODIS by top charge
9. List all states where defendant profile is associated with a crime in CODIS
10. List all states where convicted of a crime
11. Total # of Out of State Sexual Assault Convictions
12. List All Past Convictions
13. Why wasn't the kit previously tested? (Lack of resources, Case determined to be unfounded by law enforcement, Law enforcement cited non-credible victim, Law enforcement cited uncooperative victim, DNA testing was not available at time of crime, Evidence was not considered probative, Other)
14. If "Other" (ref 14), please describe
15. Describe investigative activities undertaken following DNA testing (i.e. police file sought, case re-opened, etc.)
16. Did the case associated with this kit result in prosecution following DNA testing? (Yes, No)
17. If yes, what was the Top Charge and Charge Category (F/M) at commencement?
18. What was the disposition of this case? (Guilty plea, Guilty at trial, Not guilty at trial, Court dismissal, Hung jury, Mistrial, Other)
19. If "Other" (ref 18), please describe.
20. Top Plea/Conviction Charge
21. Was the victim successfully notified? (Yes, No)
22. Did the victim cooperate with the investigation? (Yes, No)
23. Defendant sentence? (Jail, Prison, Community supervision, Split sentence, None, Other)
24. Was case outside of the Statute of Limitations? (Yes, No)

25. Did the hit result in an exoneration? (Yes, No)
26. Aside from prosecution, how was hit info used? (Parole/probation notification, Sex Offender Registry information, Civil commitment, Used as evidence in another case, Other)
27. If "Other" (ref 26), please describe.
28. Stranger Assault (Yes, No)
29. Acquaintance Assault (Yes, No)
30. Intimate Partner Violence (Yes, No)
31. Campus Assault (Yes, No)
32. Gang Assault (Yes, No)

DANY SAK BACKLOG ELIMINATION GRANT PROGRAM ATTACHMENT D QUARTERLY FISCAL COST REPORT	GRANTEE		
	BUDGET PERIOD FROM:	TO:	CONTRACT NUMBER
	REPORTING QUARTER (PERIOD COVERED BY THIS REPORT) FROM:	TO:	
REPORTING QUARTER (PERIOD COVERED BY THIS REPORT)			

SUMMARY SCHEDULE	APPROVED BUDGET	QUARTERLY EXPENDITURES	CUMULATIVE EXPENDITURES	BALANCE
CATEGORY OF EXPENSE	BUDGETED AMOUNT	PAYMENTS FOR THIS REPORTING PERIOD	PAYMENTS TO DATE	GRANT FUNDS
1. Personal Overtime				
a) Overtime				$ -
Subtotal	$ -	$ -	$ -	$ -
2. Contractual Services				
a) Contractual Services	$ -	$ -		$ -
Subtotal	$ -	$ -	$ -	$ -
3. Other Costs				
a) Travel				$ -
b) Other				$ -
Subtotal	$ -	$ -	$ -	$ -
TOTAL	$ -	$ -	$ -	$ -

CERTIFICATION

I certify that this report and the schedules, statements, and expenses for which payment is requested are true, correct, and complete and were made in accordance with the appropriate Federal and State Rules and Regulations and that the articles or services listed were (or will be) necessary for and are to be used solely for the purposes specified in the contract for this project.

EXECUTIVE DIRECTOR: _____ DATE: _____

FISCAL OFFICER: _____ DATE: _____

FOR INTERNAL USE ONLY

PROGRAM PAYMENT STATUS	QUARTERLY PAYMENT	REPORT DISPOSITION	SIGNATURE
REIMBURSEMENT	1ST		
	2ND	APPROVED	DATE
	3RD	REJECTED	
	4TH		

DANY SAK BACKLOG ELIMINATION GRANT PROGRAM
FISCAL COST REPORT BACK-UP SHEETS

QUARTER # 0

AGENCY: 0

CONTRACT NUMBER: 0

EMPLOYEE'S NAME	CHECK NUMBER	CHECK DATE	PAYROLL PERIOD (TO FROM)	# OF HRS WORKED	# OF HRS PAID	AMOUNT CHARGED TO GRANT
					TOTAL	$ -

DANY SAK BACKLOG ELIMINATION GRANT PROGRAM
FISCAL COST REPORT BACK-UP SHEETS

QUARTER # 0

AGENCY: _____

CONTRACT NUMBER: 0

CONTRACTUAL SERVICES							
PAYEE NAME	CHECK NUMBER	CHECK DATE	INVOICE NUMBER	INVOICE DATE	BRIEF DESCRIPTION OF SERVICE	AMOUNT	AMOUNT CHARGED TO GRANT
						TOTAL	$ -

DANY SAK BACKLOG ELIMINATION GRANT PROGRAM
FISCAL COST REPORT BACK-UP SHEETS

QUARTER # 0

AGENCY: _____

CONTRACT NUMBER: 0

PAYEE TO TRAINING								
VENDOR/PAYEE NAME	CHECK NUMBER	CHECK DATE	INVOICE NUMBER	INVOICE DATE	DESIGNATION FOR TRAINING DATES	NAME AND DESCRIPTION OF EXPENSE	AMOUNT	AMOUNT CHARGED TO GRANT
							TOTAL	$ -

Attachment E

DANY Sexual Assault Kit Backlog Elimination Grant Program
Grantee Fiscal and Performance Metrics Reporting Instructions

Within 30 days of the end of each quarter, Grantees are required to submit three (3) deliverables to DANY and one thing to DANY's Fiscal Administrator. The things to be submitted to DANY are: a) an invoice supported by a fiscal cost report, b) a Google Form survey with aggregate performance data, and c) a spreadsheet with case-specific information. Only item "a" above is to be submitted to DANY's Fiscal Administrator.

Required performance metrics may be subject to change over the course of the grant period. It is also required that a Grantee must submit a final report upon completion of the two-year grant period. Details and instructions for the final report will be made available during year two of the grant period.

1. Fiscal Cost Report

Accompanying each quarterly invoice, Grantee must complete and submit a fiscal cost report (Attachment D) that details spending on grant activities for the preceding calendar quarter. Fiscal cost reports and supporting documentation, under cover of an invoice for contractual and non-personnel expenditures, must be submitted as an email attachment to DANY (dnabacklog@dany.nyc.gov) and DANY's Fiscal Administrator to (Yong_Hwang@rfcuny.org) or (Viktoriya_Syrov@rfcuny.org), no later than 30 days after the end of the quarter.

Payment will be remitted by DANY's Fiscal Administrator to Grantee within 30 days of the invoice due date provided the reimbursement request has been received no later than the invoice due date and is complete and accurate. Incomplete or inaccurate information will delay payment. Grantee must provide to the Fiscal Administrator in advance of any reimbursement requests:

a. Contact information at Grantee organization
b. Federal Tax ID Number
c. EFT for ACH payment (unless check is requested)

2. Google Form: Quarterly Performance Metrics Report

The quarterly survey report consists of data relating to the submission of untested sexual assault kits (SAKs) to a forensic lab, the upload of SAKs to CODIS, and the investigation and prosecution of resulting cases during the preceding calendar quarter. Each quarter, Grantee will receive a link to the Google Form containing the survey. Grantee must submit the survey through Google Forms no later than 30 days after the end of the quarter. A complete list of the metrics that will be captured in the quarterly performance metrics report is provided in Attachment C.1.

3. CODIS Hit and Case Information Spreadsheet

The CODIS hit and case information spreadsheet will contain data about individual CODIS hits and cases associated with SAKs tested through DANY grant funding. Each row on the spreadsheet should represent the CODIS hit resulting from a grant-funded SAK. Grantee should create a new entry in the spreadsheet for each hit, regardless of whether that hit results in the opening or re-opening of a case or investigation. The spreadsheet will include information covering a four-year period from the Effective Date of the Grant Agreement, and older entries will need to be continually updated with new information as investigations and prosecutions move forward. Within 30 days after the end of each quarter, jurisdictions should submit a copy of their spreadsheet with all hit and case information to date to DANY at: dnabacklog@dany.nyc.gov. A list of the information that will be captured in the CODIS Hit and Case Information Spreadsheet is included in Attachment C.2.

The New York County District Attorney's Sexual Assault Kit Backlog Elimination Program

The New York County District Attorney's Office (DANY) is pleased to announce its Sexual Assault Kit Backlog Elimination Program of up to $35 million.

Goal of the RFP: The goal of this Request for Proposals (RFP) is to promote strategies to permanently eliminate the national sexual assault kit (SAK) backlog. Funding awarded through this program may be used to pay for the cost of testing untested or backlogged SAKs only. Funding may not be used for related costs such as investigating and prosecuting cases, inventorying SAKs, creating data- or information-sharing systems, or onsite training. Applicants will be asked to submit information about the size and scope of their untested SAKs, current state and/or local SAK testing policies, and their willingness to follow SAK testing best practices (prescribed in this RFP).

Title: The New York County District Attorney's Sexual Assault Kit Backlog Elimination Program (SAK Program or Program)

Eligibility: Applicants are limited to States (including territories), units of local government (including federally-recognized Indian tribal governments as determined by the Secretary of the Interior), law enforcement agencies, prosecutor's offices, and public forensic labs.

Deadline and How to Apply: All applications must be submitted through DANY's online grant administration portal https://app.wizehive.com/apps/whnycda by June 1, 2015 at 5:00 p.m. EST. Applications may not be submitted in any other way, and no late applications will be accepted.

Amount and Number of Awards: Each applicant may request up to $2,000,000 for a two-year period. As resources allow, additional funding may be available through subsequent solicitations to support additional SAK testing efforts. However, DANY anticipates that applicants may require significantly lesser amounts of funding. All applicants with untested SAKs that meet the requirements of this solicitation are encouraged to apply.

Informational Webinar: DANY will host an informational online webinar on April 20, 2015 at 11:00 a.m. EST to provide further information about the SAK Program. Applicants may register for the webinar at http://tinyurl.com/qgpbpye. Applicants are strongly encouraged to participate in the information session. **The deadline for questions regarding the content of this RFP will be May 1, 2015.**

Bureau of Justice Assistance Sexual Assault Kit Initiative Grant Program

The U.S. Department of Justice's Bureau of Justice Assistance (BJA) recently released its Sexual Assault Kit Initiative solicitation. DANY and BJA have partnered to ensure coordination between each agency's respective grant program. However, please note that these efforts are different funding opportunities and interested applicants should apply to both.

Through our partnership, upon request and with applicant permission, BJA will provide to DANY, a list of the respondents that submitted applications under BJA's solicitation to coordinate the selection of grantees and prevent any duplication of services. DANY will maintain the confidentiality of the applicant jurisdictions and all information contained within the application.

As resources allow, BJA will provide appropriate training and technical assistance (TTA) resources to the jurisdictions in receipt of DANY SAK funding. The purpose of this technical assistance will be to provide expert support to DANY grantees as they determine the scope of their untested SAK inventory, create data- and information-sharing systems, and ensure grantees' adherence to evidence-based and best practices for the testing and use of SAK evidence. While every attempt to assist those agencies funded by DANY will be made, the extent of TTA assistance provided by BJA will be resource-dependent and subject to limitations.

Applicants to DANY's SAK Program must include travel expenses in their proposed budget to attend one two-day workshop in Washington, DC in FY 2016 through BJA's training and technical assistance program. The workshop will focus on the elements of a successful project and key issues around DNA and untested SAK evidence.

Partnerships with Private Forensic Labs

DANY has established agreements with two private forensic labs: Bode Cellmark Forensics and Sorenson Forensics. Jurisdictions are under no obligation to use these services and must follow any applicable procurement rules when contracting with any private lab if selected for funding under the SAK Program. Through these established agreements, grantees of the SAK Program will be eligible to receive a competitive rate for SAK testing of $550-650 per kit for initial DNA testing. However, applicants may use an accredited lab of their choice, whether that lab is public or private. No preference will be given to applicants based on their choice of lab.

Contact Information

For any questions regarding this solicitation or technical difficulties with the online submission portal, contact **dnabacklog@dany.nyc.gov**.

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Overview

DNA technology has revolutionized the ability for law enforcement to solve crimes. As that technology has advanced and improved, there has been a sea change in how the country thinks about and treats sexual assault cases. There is now a collective recognition that, when tested, sexual assault kit evidence can identify unknown perpetrators, confirm the presence of known suspects, affirm a victim's account of an attack, connect evidence from an individual crime scene to serial rapists, and exonerate innocent suspects.[1] It is estimated that hundreds of thousands of untested SAKs exist nationwide; however, there is no comprehensive data on the scope of the SAK backlog since few state or local governments track and report such information.[2]

DNA from any one jurisdiction's SAKs may help solve crimes across the country. According to the New York State Division of Criminal Justice Services, 3,121 DNA hits have been generated in New York from the national DNA databank.[3] In cases where a suspect has not yet been identified, biological evidence from the crime scene can be analyzed and compared to offender profiles in DNA databases to help identify the perpetrator. Crime scene evidence can also be linked to other crime scenes through the use of DNA databases to identify serial offenders. Arrests for lower-level crimes in one state might help solve a cold case in another state.

New York City was the first major jurisdiction to make a comprehensive effort to eliminate its SAK backlog.[4] Between 2000 and 2003, New York City sent out approximately 17,000 SAKs for testing, creating a model for other large cities to tackle their own SAK backlogs. Instead of attempting to select specific case types for forensic testing, New York adopted the "forklift method," testing all SAKs in the backlog regardless of the status or facts of the case. The testing of those SAKs resulted in over 2,000 DNA matches and 200 cold case prosecutions citywide, 49 from Manhattan alone.[5] Combined, these offenders are now serving more than 900 years in prison.

Other jurisdictions have made systematic efforts to address their SAK backlogs with similar success. In 2009, for example, the Wayne County (Detroit, MI) Prosecutor's Office discovered more than 11,000 untested SAKs during a tour of an abandoned law enforcement agency's warehouse in Detroit. Wayne County Prosecutor Kym Worthy sought and received funding to test a random sample of 400 of those SAKs, which generated such a significant number of leads that the county was subsequently awarded funds by the U.S. Department of Justice's National Institute of Justice to test an additional 1,600 SAKs. From the initial 2,000-kit sample, there were 670 DNA matches in the national DNA database, including hits linking crimes committed in 26 other states. To date, the Wayne County Prosecutor's Office has identified 188 potential serial rapists, and obtained 15 convictions.[6]

Another recent SAK backlog effort took place in Houston, Texas where federal grant money and supplemental city funding was used to test 6,663 untested SAKs. Testing from this effort resulted in 850 matches in the federal DNA database and the prosecution of 29 offenders.[7]

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[1] DuFour Morrow, Mary. Wayne County Prosecutor's Office. *Detroit Rape Kit Initiative*. Detroit, Michigan. Print.
[2] Investments to Reduce the National Rape Kit Backlog and Combat Violence Against Women. (2015, March 16). Retrieved March 20, 2015, from https://www.whitehouse.gov/the-press-office/2015/03/16/fact-sheet-investments-reduce-national-rape-kit-backlog-and-combat-viole
[3] The NYS DNA Databank and CODIS. Retrieved March 20, 2015, from http://www.criminaljustice.ny.gov/forensic/dnabrochure.htm
[4] Bashford, M., & Knecht, I., (2013, February 13). New York City's Sexual Assault Kit Backlog Project: Lessons Learned [Webinar].
[5] Ibid.
[6] DuFour Morrow, Mary. Wayne County Prosecutor's Office. *Detroit Rape Kit Initiative*. Detroit, Michigan. Print.
[7] Houston. (n.d.). Retrieved March 20, 2015, from http://www.endthebacklog.org/ending-backlog-government-responses-local/houston

Key Definitions

The following definitions shall be used in this RFP:

- *Untested or backlogged sexual assault kits*: "Backlog" and "untested" refer to any SAK connected to a reported sexual assault that has not been tested within 365 days of being booked into law enforcement evidence—regardless of the reason why the SAK was not tested. For example, a SAK that was not tested because the statute of limitations has expired, in cases where identity of the perpetrator is not an issue, or where the offender was convicted without DNA evidence would still be considered backlogged or untested. A tested kit is defined as one that has undergone complete DNA testing by an accredited forensic lab. Only SAKs where the victim did not consent to testing or where evidence exists that no crime was committed (e.g., the victim recants or there is video footage substantiating that no crime was committed) may be excluded from testing.

- *Multi-disciplinary strategy*: A multi-disciplinary strategy incorporates all critical stakeholders, including law enforcement, prosecutors, system and community-based victim advocates, forensic medical personnel and laboratories, and formalizes the process for coordinating local SAK testing efforts. In some jurisdictions, a working group or task force may be established.

- *Forklift approach*: A method that embraces the testing of all untested SAKs irrespective of the type of kit. SAKs should not be excluded from the sample of kits to be tested for reasons including, but not limited to: expired statute of limitations, perceived weaknesses in the case, the nature of the victim/defendant relationship, victim cooperation at the time the crime was reported, previous adjudication of the case, or prior partial forensic testing. Previous backlog elimination efforts have been very effective by employing the forklift approach (see Overview section of this solicitation).

- *Random sample*: A random sample refers to the process of selecting a subset of SAKs in which each kit in the subset has an equal probability of being selected for testing. For example, if a jurisdiction receives funding to test one-fourth of its total backlog, the random sample should include every fourth SAK; if a jurisdiction receives funding to test one-fifth of its total backlog, the sample should include every fifth SAK, and so on.[8] To that end, applicants are not permitted to intentionally select a specific case type for testing (e.g., stranger cases, cases where the victim is perceived as credible). The only exception to this approach involves the testing of cases where the statute of limitations will expire within two years; in these instances, those cases may be prioritized. Note: random sampling does not apply to jurisdictions that are applying to test their full backlog. In this case, all SAKs will be transferred for testing.

- *System-based vs. community-based victim services agencies:* A system-based victim advocate works within a law enforcement agency, such as a police department or prosecutor's office, links victims to services and acts as a liaison to victims throughout the process of investigating and prosecuting a crime. A community-based victim advocate is usually employed by an independent non-profit agency, and provides ongoing

[8] This model was used in Detroit's SAK testing efforts. (*See* DuFour Morrow, Mary. Wayne County Prosecutor's Office. Detroit Rape Kit Initiative. Detroit, Michigan. Print).

comprehensive support and counseling to victims to address trauma and other needs resulting from a sexual assault, whether or not the victim reports the crime to law enforcement.

- *Combined DNA Index System (CODIS)*: The Federal Bureau of Investigation's national DNA database for uploading DNA profiles contributed by participating federal, state, and local forensic laboratories.

- *Index Crime Statistics*: The Federal Bureau of Investigation's Uniform Crime Report is comprised of seven index crimes: murder and non-negligent manslaughter, forcible rape, robbery, aggravated assault, burglary, larceny (theft), and motor vehicle theft.

- *Lead Applicant*: The organization or agency submitting this application is the Lead Applicant. If selected as a grantee, the Lead Applicant holds responsibility for coordinating the multi-disciplinary strategy, reporting to DANY on a quarterly basis, and liaising with the BJA training and technical assistance provider (if applicable).

- *Multi-jurisdictional entity*: An applicant to this grant program, such as a state lab or state Bureau of Investigation that is the Lead Applicant to this solicitation on behalf of multiple smaller jurisdictions, such as counties or cities.

Program-Specific Information

The goal of the SAK Program is to provide localities with funding to support efforts to permanently eliminate their SAK backlog, with the ultimate goal of eradicating the national SAK backlog. **Funding awarded through the SAK Program will focus exclusively on the forensic testing of untested or backlogged SAKs. Funding may not be used for related costs such as investigating and prosecuting cases, inventorying SAKs, developing data- or information-sharing systems, or onsite training.**

DANY recognizes that many applicants may not currently have a complete inventory of untested SAKs. All qualified jurisdictions are encouraged to apply for funding, even if the total scope of the backlog or other pieces of information requested within this solicitation remain unknown. Successful grantees will be required to track and report on the scope and size of their untested SAKs throughout the grant process.

DANY has identified several best practices critical to a successful SAK testing effort, to which adherence will be required as a part of the SAK Program. These best practices include:

- A multi-disciplinary strategy that coordinates law enforcement agencies, prosecutor's offices, system- and community-based victim advocates, forensic medical personnel and public laboratories. Jurisdictions such as Detroit and Houston have established processes to engage key stakeholders in their SAK backlog elimination efforts.[9] In these jurisdictions, this coordinated strategy took the form of a multi-disciplinary team or task force.

- The adoption of the "forklift approach." The forklift approach is a method that embraces the testing of all untested SAKs irrespective of the type of kit. The forklift approach has

[9] Harvard Kennedy School Webinar: Taking on the Challenge of Unsubmitted Sexual Assault Kits, October 31, 2014.

proven effective in New York City, Detroit and Houston. Only in cases where the victim did not consent to testing or where evidence exists that no crime was committed may the SAK be excluded from testing.

- A commitment to entering all eligible DNA profiles into the Combined DNA Index System ("CODIS") within a reasonable timeframe.
- A commitment to prosecuting and investigating any CODIS hits that result from testing, including a simultaneous process for notifying law enforcement agencies and prosecutors.
- A coordinated strategy to notify and engage victims following a CODIS hit.
- Participation in data collection in order to track the outcomes of the SAK Program.

What an Application Should Include:

This section describes what should be included in an application. Failure to submit an application that contains all of the specified elements may negatively affect the review of the application.

1. Program Narrative

The program narrative is a clear, concise narrative in paragraph format that addresses the questions and guidelines outlined below. DANY recognizes that some applicants may not be able to answer all of the questions. Applicants are encouraged to use these questions as a guide for their response.

The program narrative should be double-spaced, using standard 12-point font (Times New Roman is preferred) with 1-inch margins, and should not exceed 15 pages. Pages should be paginated.

A. Proposer Information
   i. Describe the function of your agency or organization.
   ii. Provide information about the jurisdiction. Report the population size and index crime statistics, including yearly sexual assaults reported for each year for the past five years.
   iii. Summarize the relevant statutes of limitations for prosecuting sexual assault crimes in your jurisdiction.
   iv. Describe any previous or ongoing efforts to test untested SAKs and investigate any resulting hits.

B. Background
   i. Provide information about your jurisdiction's current backlog. Responses should include the number of untested SAKs in your jurisdiction, the number of untested SAKs that you propose will be tested under this grant program, and an explanation of where these SAKs are located (e.g., law enforcement agency storage, public lab, hospital or clinic). If the exact numbers of SAKs is unknown, please provide estimates.
   ii. Describe approximately how long the SAKs have remained untested.
   iii. Does your jurisdiction have an official or unofficial policy or practice around SAK testing (e.g., test every case as it is submitted, test only stranger cases, test only upon law enforcement agencies' request)?
   iv. Approximately how many new SAKs are collected in your jurisdiction each year? Approximately how many of those are tested within one year? On average, how long does it take a sexual assault kit to be tested? Please describe the process.

C. Proposed Approach
   i. Describe how you will employ a multi-disciplinary strategy. How will you engage key stakeholders including law enforcement, prosecutors, system and community-based victim advocates, labs and the governing body to ensure accountability, information and data sharing and adherence to a victim-centered approach? If you are a multi-jurisdictional entity such as a state or a county, how will you work with the individual localities within your jurisdiction?
   ii. Describe your jurisdiction's plan to inventory, track and analyze your backlog. Please address the following issues:

- Has your jurisdiction inventoried its untested SAK inventory? If yes, describe the nature of the current SAK backlog inventory. If not, describe the strategy and timeline for conducting an inventory. For multi-jurisdictional applicants only, what steps will be taken to gather inventory information from all localities?
- How will batches of SAKs be selected for testing? Will a random sampling methodology be employed?
- Where will SAKs be sent for testing? Please specify if the lab is public or private. If private, has your jurisdiction previously outsourced the testing of SAKs to a private lab? If so, which lab(s) has your jurisdiction used and is there a contract currently in place?
- How will SAKs be tracked throughout the process of inventorying, transporting, testing, and uploading profiles into CODIS? For example, does a case management system currently exist? If not, will one be established?

iii. How will law enforcement and prosecutors investigate and prosecute the cases that result from CODIS hits on SAKs tested through the SAK Program? For example, some jurisdictions have formed cold case units that specialize in investigations and prosecutions involving DNA evidence. In addition, describe how law enforcement agencies and prosecutors will be notified in the event of a CODIS hit.

iv. How will victims be notified in the event of a CODIS hit? What services will be available to victims and how will they be administered?

v. Describe any potential barriers to success in your jurisdiction and how they will be addressed.

D. Sustainability

What steps will be taken to ensure that a new backlog does not form after the completion of this project?

E. Timeline

Attach a brief, estimated timeline for this project outlining key deliverables of this grant program. Important milestones may include the inventory of SAKs, procurement of lab(s), transfer of first batch of SAKs to lab and each subsequent batch. The length of this project must not exceed two years; however, DANY requires grantees to provide follow-up data in the two years following the grant period.

F. Performance Measures

As part of grantees' performance measurement, all grantees will be required to provide information to DANY on a quarterly basis during the grant period and follow-up data in the two years following the grant period. The Lead Applicant will be responsible for submitting this information to DANY; however, gathering this information may require cross-agency collaboration. Grantees will be expected to report on metrics in the following areas: (i) SAK and CODIS information, (ii) arrests and dispositions based on CODIS hits, (iii) victim notification in the event of a CODIS hit, (iv) victim characteristics, and (v) victim/defendant relationship, in addition to qualitative process measures regarding the overall progress of the project during the reporting period.

See Appendix A for a sample list of performance measures required under the SAK Program. Please note that this list is intended as a sample of potential performance measures DANY will require under the SAK Program and subject to change.

i. Describe your jurisdiction's capacity to track and report on the proposed performance measures for this Program.
ii. If the Lead Applicant does not hold the data requested of grantees, explain how cross-agency reporting will be coordinated.

2. Budget Detail Worksheet and Narrative

Funding awarded through the SAK Program will focus exclusively on the forensic testing of untested SAKs. This includes postage to ship SAKs to a forensic lab, initial DNA testing in a public or private forensic lab, technical review and CODIS profile uploads by a certified lab. Funding may not be used for related costs such as investigating and prosecuting cases, creating data- and information-sharing systems, onsite training, etc. Additionally, funds may not be used to supplant existing resources. If your jurisdiction proposes to use funds from this grant to test untested SAKs through its public lab, funds may *not* be used to supplant existing personnel. Applicants may only use the funds to pay for overtime or contract personnel services over and above the lab's current capacity.

- Budget Detail Worksheet and Narrative

The budget narrative should thoroughly and clearly describe every category of expense listed in the Budget Detail Worksheet. DANY expects proposed budgets to be complete, cost effective, and allowable within the parameters of this grant program.

Each application must provide an estimate or confirmed number of SAKs requiring forensic DNA testing and the approximate costs for the testing process, to include actual testing costs, and costs associated with review of outsourced lab data (if applicable) and CODIS upload. Additionally, each application should include estimated costs associated with travel for a small delegation to attend a 2-day workshop hosted by BJA in Washington, DC in FY 2016.

Selection Criteria

- **Program Narrative (90%, divided)**
  - Proposer Information: 10%
  - Background: 10%
  - Proposed Approach: 45%
  - Sustainability: 10%
  - Timeline: 5%
  - Performance Measurement: 10%

- **Budget Detail Worksheet and Narrative (10%)**

Attachments

Applicants should use appropriately descriptive file names, including the name of the section and the Lead Applicant (e.g., "Program Narrative_NY County DA," "Budget Detail Worksheet and Narrative_NY County DA," "Timeline NY_County DA,") for all attachments.

- Applicants must submit individualized, signed letters of commitment from the agency or agencies that possess untested SAKs, the crime laboratory that provides DNA services to the law enforcement agency, the prosecutor's office, and a community-based victim services organization stating their commitment to the project as presented in the application. Where applicable, letters of commitment must include an explicit commitment from each agency to share relevant data with the Lead Applicant for reporting purposes under the SAK Program.

- Timeline

- Budget worksheet and narrative

Appendix A:
Sample Quarterly Performance Measures

Sexual Assault Kit and CODIS Information
1. # of kits inventoried
2. # of kits tested (overall)
3. # of kits tested in the past 3 months
4. # of kits still untested (current backlog)
5. # of untested kits planned for testing in next 3 months
6. # of DNA profiles entered into CODIS
7. # of hits in CODIS
Arrests and Dispositions (Based on cases where SAKs resulted in CODIS eligible profiles only) For each "case" with multiple defendants please count each defendant separately. Also, for defendants with multiple cases, count each case separately. All of the following pertain only to the results of SAKs tested through the DANY SAK Program.
8. # of misdemeanor arrests
9. # of felony arrests
10. # of misdemeanor cases (based on top screening charge) accepted for prosecution
11. # of felony cases (based on top screening charge) accepted for prosecution
12. # of cases (all categories) declined at initial screening
13. # of cases in which defendant(s) have been indicted (or equivalent)
14. # of cases dismissed
15. # of cases resulted in guilty plea convictions
16. # of cases resulted in trial convictions
17. # of cases resulted in acquittals
18. # of exonerations
Charge Description (Based on cases where SAKs resulted in CODIS eligible profiles only) Revise the following categories based on your penal code before including numbers, and include all relevant charge categories.
19. # of cases with top screening charge "Rape in the third degree"
20. # of cases with top screening charge "Rape in the second degree"
21. # of cases with top screening charge "Rape in the first degree"
22. # of cases with top screening charge "Criminal sexual act in the third degree"
23. # of cases with top screening charge "Criminal sexual act in the second degree"
24. # of cases with top screening charge "Criminal sexual act in the first degree"
25. # of cases with top screening charge "Aggravated sexual abuse in the third degree"
26. # of cases with top screening charge "Aggravated sexual abuse in the second degree"
27. # of cases with top screening charge "Aggravated sexual abuse in the first degree"
Victim Notification (Based on cases where SAKs resulted in CODIS eligible profiles only)
28. # of attempted notifications to victims about a hit
29. # of successful notifications to victims about a hit
30. # of victims cooperating with investigation/prosecution
Victim Characteristics (Based on cases where SAKs resulted in CODIS eligible profiles only)
31. # of female victims
32. # of male victims
Defendant Characteristics (Based on cases where SAKs resulted in CODIS eligible profiles only)
33. # of female defendants
34. # of male defendants
35. # of non-Hispanic Black defendants
36. # of Hispanic defendants (including Hispanic Black and Hispanic White)
37. # of Asian defendants
38. # of non-Hispanic White defendants
39. # of defendants under 18 years of age at the time of arrest
40. # of defendants with any previous conviction history
41. # of defendants with previous sexual offense conviction history
42. # of defendants with previous domestic violence conviction history
Victim-Defendant Relationship (Based on cases where SAKs resulted in CODIS eligible profiles only)
43. # of intimate-partner cases
44. # of acquaintance cases
45. # of stranger cases

Appendix B:
Terms and Conditions

1. The New York County District Attorney's Office's (DANY) decisions on all applications are final. DANY has complete discretion with respect to all decisions on all applications.
2. No applicant has a cause of action arising out of DANY's decision as to its application.
3. DANY reserves the right to postpone or cancel this RFP, in whole or in part, for any reason and at any time, and reserves the right to reject all applications it receives.
4. Applicants shall not be reimbursed for any costs incurred in connection with their applications.
5. Any applicant may withdraw its application only by submitting a written notice of withdrawal to DANY prior to DANY's communication to the applicant of DANY's decision with respect to the application.
6. New York law shall govern any disputes arising out of this RFP, and New York State Supreme Court located in New York County shall have exclusive jurisdiction over any such disputes.

Regular, December 14, 2015

There being no further business to come before the Court at this time, same is now here adjourned on this date, December 14, 2015