

**SPECIAL, 10/30/2017 1:30:00 PM**

BE IT REMEMBERED that on October 30, 2017, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Carolyn L. Guidry , County Clerk (ABSENT) -

Theresa Goodness, Chief Deputy

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

*Notice of Meeting and Agenda and Minutes*  
*October 30, 2017*

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  
October 30, 2017**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **30th** day of **October 2017** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

11:00 a.m.-Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.071 for the purpose of receiving information from its counsel regarding possible or pending litigation against the County.

**INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three**

**PLEDGE OF ALLEGIANCE: Everette "Bo" Alfred, Commissioner, Precinct Four**

## **PURCHASING:**

1. Receive and file bid for (IFB 17-008/JW), Cheek Phase V- Cheek Community Sewer Improvements (Grinder Pump and Force Main Installation) (TxCDBG No. 7216231).

**SEE ATTACHMENTS ON PAGES 10 - 204**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Arnold**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

2. Consider and approve award for (IFB 17-008/JW), Cheek Phase V – Cheek Community Sewer Improvements (Grinder Pump and Force Main Installation) (TxCDBG No. 7216231) to BDS Constructors, LLC dba MK Constructors for a Base Bid amount of \$161,965.00 and Alternate Bid amount of \$43,899.00; for a total of \$205,864.00. This project is funded by a Texas Community Development Block Grant from The Texas Department of Agriculture.

**SEE ATTACHMENTS ON PAGES 205 - 205**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Arnold**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

3. Consider and approve, execute, receive and file Change Order No. 1 for professional agreement (PROF 17-022/JW) with LJA Engineering, Inc., in the amount of \$1,925.00 for a report addendum from the original geotechnical engineer to obtain design parameters in order to complete foundation design for bid specifications for a hangar building for the Jefferson County Sheriff's Department, in accordance with (RFQ 16-005/JW), Engineering Services for Re-Bid Jefferson County Sheriff's Department Hangar Building at Jack Brooks Regional Airport. This project is funded by 2015 Port Security Grant Funds.

**SEE ATTACHMENTS ON PAGES 206 - 206**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Arnold**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **ADDENDUMS**

4. Consider and approve, execute, receive and file (JOC 17-040/DC) with SETEX Construction Corp. for Ford Park Arena 1st Floor Repairs due to Hurricane Harvey in the amount of \$109,980.83. This is in accordance with Choice Partners JOC Texas Contract 15/041JN-11-2015.

**SEE ATTACHMENTS ON PAGES 207 - 208**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Arnold**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **COUNTY AIRPORT:**

5. Receive and file executed Amendment in Lease Agreement between Jefferson County and Al Judice d/b/a Judice's Restaurant.

**Commissioner Alfred abstained.**

**SEE ATTACHMENTS ON PAGES 209 - 216**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal**

**Abstained: Commissioner Alfred**

**Action: APPROVED**

## **COUNTY AUDITOR:**

6. Consider and approve electronic disbursements for the following items: 1. \$434,194.66 to LaSalle for inmate housing revenue.

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

7. Regular County Bills - check #439453 through checks #439641.

**SEE ATTACHMENTS ON PAGES 217 - 224**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

8. Consider and approve Articles of Agreement between Jefferson County, Texas and The Jefferson County Sheriff's Association for the period October 31, 2017 – September 30, 2021.

**Revised date of "after September 30, 2021"**

**SEE ATTACHMENTS ON PAGES 225 - 295**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **COUNTY COMMISSIONERS:**

9. Receive and file Certified Appraisal Roll Value as an exhibit to the executed Tax Abatement between Colonial Pipeline Co. and Jefferson County, TX.

**SEE ATTACHMENTS ON PAGES 296 - 301**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

10. Receive and file Certified Appraisal Roll Value as an exhibit to the executed Tax Abatement between Coastal Caverns 1 & 2 LP and Jefferson County, TX.

**SEE ATTACHMENTS ON PAGES 302 - 306**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

11. Consider, possibly approve, authorize the County Judge to execute and receive and file a Letter of Agreement between Lamar University and Jefferson County Commissioners Court for the taping of Commissioner Court meetings. (This is a renewal of prior agreement with 3% increase.)

**SEE ATTACHMENTS ON PAGES 307 - 309**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes*  
*October 30, 2017*

12. Consider and possibly approve Jefferson County Tourism Committee Hotel Occupancy Tax allocation recommendations for fall 2017 grant requests. See attached list.

**#21 Ford Park allocation held for another meeting; No. 4 Lamar University Southland Conference amount changed to \$2500.00; No. 6 Port Neches Chamber of Commerce amount changed to \$14,277.00**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

13. Consider, possibly approve and authorize the County Judge to execute and Amended Agreement between Tim Richardson, Consultant, and Jefferson for his services in seeking BP Deepwater Horizon restoration funding for October 1, 2017 through September 30, 2018.

**SEE ATTACHMENTS ON PAGES 310 - 318**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

**ENGINEERING:**

14. Execute, receive and file Pipeline Permit 02-P-17 and attached Permanent Easement Agreement to Florida Gas Transmission Company, LLC for the purpose of constructing and maintaining a pipeline for the distribution of natural gas crossing Humble Camp Road and Hillebrandt Road. This project is located in Precincts 2 and 3.

**SEE ATTACHMENTS ON PAGES 319 - 339**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

15. Consider and possibly approve a Replat of 28A and 28B of Garden Villas being all of Lot 28, Block No. 2 located off Shady Lane in Precinct No. 1. This plat is not within any ETJ (extra-territorial jurisdiction) and has met all of our platting requirements.

**SEE ATTACHMENTS ON PAGES 340 - 341**

**Action: TABLED**

*Notice of Meeting and Agenda and Minutes*  
*October 30, 2017*

16. Consider and possibly approve a Minor Plat of Linzy Subdivision, located at the corner of East Hampshire Road and Wilber Road in Precinct No. 3. This plat is not within any ETJ (extra-territorial jurisdiction) and has met all of our platting requirements.

**SEE ATTACHMENTS ON PAGES 342 - 343**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

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**Jeff R. Branick**  
**County Judge**

**JEFFERSON COUNTY TOURISM COMMISSION  
HOT GRANT APPLICATIONS  
Fall 2017**

	<u>Requested</u>	<u>Awarded</u>
<b>1. City of Beaumont CVB</b> Contract Renewal for Billboard Ongoing	<u>\$9,600</u>	<u>\$9,600</u>
<b>2. Sports Society for American Health</b> Various marathons on same day Saturday March 3 <sup>rd</sup> , 2018	<u>\$13,410</u>	<u>\$4,910</u>
<b>3. Jefferson County Bar Association Foundation</b> 13 <sup>th</sup> Annual Spindletop Spin Bicycle Ride June 2 <sup>nd</sup> , 2018	<u>\$4,175</u>	<u>\$2,325</u>
<b>4. Lamar University</b> 2018 Southland Conference-Men & Women's Tennis April 27 <sup>th</sup> -29 <sup>th</sup> , 2018	<u>\$3,500</u>	<u>\$3,500</u>
<b>5. Southeast Texas Baseball Academy</b> Athletic – Baseball Tournaments Various dates	<u>\$18,200</u>	<u>\$17,000</u>
<b>6. Port Neches Chamber of Commerce</b> Port Neches Riverfest May 2 <sup>nd</sup> – 6 <sup>th</sup> , 2018	<u>\$43,034.22</u>	<u>\$14,277.64</u>
<b>7. Southeast Texas Arts Council</b> Ads and Marketing Spring/Summer 2018	<u>\$14,000</u>	<u>\$5,000</u>
<b>8. Clifton Steamboat Museum</b> Boy Scout Day 2018 April 21 <sup>st</sup> , 2018	<u>\$760</u>	<u>\$760</u>
<b>9. Art Museum of Southeast Texas</b> Exhibit December-February 2017-18	<u>\$9,109</u>	<u>\$3,231</u>
<b>10. Greater Beaumont Chamber of Commerce</b> The region April 18 <sup>th</sup> -20 <sup>th</sup> , 2018	<u>\$15,000</u>	<u>\$10,000</u>
<b>11. Spindletop Gladys City Boomtown Museum</b> Marketing Ongoing	<u>\$2,000</u>	<u>\$2,000</u>
<b>12. Top Dog Softball Club</b> Softball Tournament April 21 <sup>st</sup> -22 <sup>nd</sup> , 2018	<u>\$500/\$500</u>	<u>\$500</u>

<b>13. Southern Black Softball Association</b>	<u>\$7,500</u>	<u>\$3,750</u>
SBSA All World Tournament August 17 <sup>th</sup> -19 <sup>th</sup> , 2018		
<b>14. Southern Black Softball Association</b>	<u>\$7,500</u>	<u>\$3,750</u>
Southern Black Softball Association – Black World June 29 <sup>th</sup> - July 1 <sup>st</sup> , 2018		
<b>15. Beaumont Council of Garden Clubs</b>	<u>\$3,883</u>	<u>\$3,883</u>
Marketing November 3 <sup>rd</sup> -4 <sup>th</sup> , 2017 & May 12 <sup>th</sup> , 2018		
<b>16. Lamar State College Port Arthur</b>	<u>\$3,900</u>	<u>\$3,900</u>
The 2018 Region XIV Softball Tournament May 4 <sup>th</sup> -7 <sup>th</sup> , 2018		
<b>17. Port Arthur CVB/Elite Redfish</b>	<u>\$10,000</u>	<u>\$10,000</u>
Elite Redfish Tournament Either February 4 <sup>th</sup> -8 <sup>th</sup> , 2018 or April 5 <sup>th</sup> -8 <sup>th</sup> , 2018		
<b>18. Jefferson County CVB's</b>	<u>\$61,000</u>	<u>\$61,000</u>
Jefferson County Ongoing for year		
<b>19. Port Arthur and Beaumont CVBs</b>	<u>\$5,616.50</u>	<u>\$5,616.50</u>
Travel Shows Ongoing throughout year		
<b>20. Port Arthur and Beaumont CVBs</b>	<u>\$3,234</u>	<u>\$3,234</u>
Key chains for trade shows 2017-2018		
<b>21. Ford Park Entertainment Complex</b>	<u>\$130,000</u>	<u>\$130,000</u>
Marketing Ongoing 2017-2018		

<b>Totals</b>	<u>\$365,921.72</u>	<u>\$297,337.14</u>
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**JEFFERSON COUNTY, TEXAS  
PURCHASING DEPARTMENT**

1149 Pearl Street – First Floor  
Beaumont, Texas 77701  
409-835-8593 phone

**ADDENDUM TO IFB**

IFB Number: (IFB 17-008/JW)  
IFB Title: Cheek Phase V- Cheek Community Sewer Improvements  
(Grinder Pump and Force Main Installation) (TxCDBG No.7216231)  
IFB Due: 11:00 am CDT, Tuesday, October 24, 2017  
Addendum No.: 1  
Issued (Date): October 12, 2017

**TO BIDDER:** This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

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**Reason for Issuance of this addendum: Cut-Off Date for Responses to Question Submissions**

**Bidders must submit technical questions via email to Mark Kelly with Action Civil Engineers at [mkelly@accivilengineers.com](mailto:mkelly@accivilengineers.com) by 9:00 am CDT, Monday, October 16, 2017.**

**Bidders must submit bid submission requirement questions via email to Jamey West, Assistant Purchasing Agent for Jefferson County at [jwest@co.jefferson.tx.us](mailto:jwest@co.jefferson.tx.us) by 9:00 am CDT, Monday, October 16, 2017.**

**Responses to both technical and bid submission requirement questions will be addressed via addendum.**

**Questions must be received by this cut-off date to receive a response.**

ADDENDUM NO. 1 (Continued)

(IFB 17-008/JW)

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

*[Handwritten signature]*

\* *Michael Ben*

Authorized Signature (Bidder)

Witness

① *Mike Brown*

Title of Person Signing Above

Witness

*BDS Construction LLC*  
*aba mk construction*  
Typed Name of Business or Individual

Approved by \_\_\_\_\_ Date: \_\_\_\_\_

*16736 IH 10*  
Address *Vidor TX 77662*



**JEFFERSON COUNTY, TEXAS  
PURCHASING DEPARTMENT**

1149 Pearl Street – First Floor  
Beaumont, Texas 77701  
409-835-8593 phone

**ADDENDUM TO IFB**

IFB Number: (IFB 17-008/JW)  
IFB Title: Cheek Phase V- Cheek Community Sewer Improvements  
(Grinder Pump and Force Main Installation) (TxCDBG No.7216231)  
IFB Due: 11:00 am CDT, Tuesday, October 24, 2017  
Addendum No.: 2  
Issued (Date): October 17, 2017

**TO BIDDER:** This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda**. For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal**. If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

**Reason for Issuance of this addendum:**

**-Responses/Clarifications for Technical and Bid Submission Requirement Questions Received for this Invitation for Bid.**

**-Revised Bid Proposal Form and Alternate Bid Proposal Form:**

**These forms replace any previous versions of the Bid Proposal Form and Alternate Bid Proposal Form for this Invitation for Bid. Bidders are to utilize the Revised Bid Proposal Form and Alternate Bid Proposal Form included in this addendum for bid submission.**

**-Revised Scope of Work for Specifications:**

**Please replace Pages 111 – 113 with the revised pages included in this addendum. These pages reflect revisions to the installation locations (addresses) to be included in the bid within both the Bid Proposal Form and Alternate Bid Proposal Form. These pages replace any previous version of the specifications.**

**-Revised Plan Sheet:**

**Please replace Page 2 of 6 of the Plan Sheets with the revised page included in this addendum. This page reflects the revisions to installation locations (addresses) included in the bid. This page replaces any previous version of the specifications.**

**Responses/Clarification for Technical and Bid Submission Requirement Questions Received from Potential Bidders:**

**Question:** Where is grinder unit to be installed?

**Answer:** To be installed on side of the house that is closest to the septic tank.

**Question:** How will the contractor proceed for a home that has two (2) septic systems?

**Answer:** TDA grant funds may only be utilized for one grinder unit per home.

**Question:** For homes that have two (2) septic systems, who will be responsible for making the determination on what septic system to utilize?

**Answer:** The homeowner will be consulted and give consent for which septic system to utilize.

**Question:** Is property restoration work included for this project?

**Answer:** The contractor will be required to level up trench line and septic tank backfill and any other ruts contractor makes in yard installing grinder unit and service line. There will be no sodding.

**Addendum No. 2 Revised Bid Proposal**  
**Cheek Community Sewer Improvements - Cheek Phase V**  
**Grinder Pump Installation & Force Main**

Jefferson County, Texas  
 TXCDBG Contract No. 72162331 | ACE Job No. 115-02

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
1	MOBILIZATION AND DEMOBILIZATION	L.S.	1						
2	FURNISH & INSTALL LPSS GRINDER PUMP STATION INCLUDING PUMP, FIBERGLASS TANK, CONTROLS & HOUSING INCLUDING ELECTRICAL INSTALLATION, AND 4" SEWER CONNECTION FROM HOUSE COMPLETE IN PLACE PER SUMMARY OF WORK	EA.	15						
3	ABANDON EXISTING SEPTIC TANK	EA.	15						
4	1 1/4" HDPE SDR-11 SANITARY SEWER SERVICE LINE, COMPLETE IN PLACE, FROM VALVE BOX TO GRINDER UNIT	L.F.	1,560						
5	2" PVC SDR-26 SEWER FORCE MAIN COMPLETE IN PLACE INCLUDING SAND ENCASUREMENT PER DETAIL	L.F.	532						
6	DRIVEWAY BORE FOR 2" SEWER FORCE MAIN	L.F.	40						
7	2" 45 DEG. BEND DI-MJ, RESTRAINED W/ MEGA-LUGS	EA.	1						
8	2" GATE VALVE DI-MJ RESTRAINED W/MEGA-LUGS	EA.	1						
9	6"x2" WYE DI-MJ, RESTRAINED W/MEGA-LUG INSTALLED ON EXISTING FORCE MAIN LOCATED ON BROOKS RD. & DENLEY COMPLETE IN PLACE	EA.	1						

**Addendum No. 2 Revised Bid Proposal  
Cheek Community Sewer Improvements - Cheek Phase V  
Grinder Pump Installation & Force Main**

Jefferson County, Texas  
TXCD86 Contract No. 7216231/ACE Job No. 115-02

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
10	2" TERMINAL CLEANOUT W/VAULT (SEE DETAILS SHEET 5 OF 6) COMPLETE IN PLACE	EA.	1						
11	LONG SIDE SANITARY SEWER LOW PRESSURE SERVICE LINE FROM FORCE MAIN TO AND INCLUDING VALVE BOX AT PROPERTY LINE INCLUDING TAP SADDLE, 1-1/4" SDR-11 HDPE, FITTINGS, VALVES, & ROADWAY BORE COMPLETE IN PLACE (SEE DETAILS, SHEET 4 OF 6)	EA.	8						
12	SHORT SIDE SANITARY SEWER LOW PRESSURE SERVICE LINE FROM FORCE MAIN TO AND INCLUDING VALVE BOX AT PROPERTY LINE INCLUDING TAP SADDLE, 1-1/4" SDR-11 HDPE, FITTINGS, & VALVES COMPLETE IN PLACE (SEE DETAILS, SHEET 4 OF 6)	EA.	7						
13	"610" ROCK FOR DRIVEWAYS, LOOSE DUMP AND SPREAD MIN. 6" THICK	TON	120						
<b>ITEMS TO BE USED WHEN DIRECTED BY ENGINEER</b>									
14	MANHOURS WHEN AUTHORIZED BY THE ENGINEER	HOUR	5						
15	TRUCK HOURS WHEN AUTHORIZED BY THE ENGINEER	HOUR	5						
16	BACK HOE / LOADER HOUR WHEN AUTHORIZED BY THE ENGINEER	HOUR	5						
17	FURNISH & INSTALL 4" PVC FOR ADDITIONAL LINES WHEN AUTHORIZED BY THE ENGINEER.	LF	100						





## Summary of Work

CONTRACTOR shall furnish all labor, materials, equipment, insurance, payroll, taxes, permits and supervision to **install twenty two (22) new Simplex Grinder Pump Units**. Work task includes but not limited to the following sanitary sewer improvement activities:

### 1. Install Simplex Grinder Pump Units (22 NEW)

Furnish and install **twenty two (22)** fully operational Grinder Pump Units per plans and specifications including but not limited to the following parts and accessories necessary for a complete functional grinder pump unit:

- 1) *One (1)* – Hydromatic HPG200M2-2
- 2) *Four (4)* – Stainless steel pump feet and bolts
- 3) *One (1)* – 24" X 60" fiberglass tank with solid lid, neoprene gasket and two inch (2") mushroom vent.
- 4) *One (1)* – Simplex control panel 230 volt 1 phase, with alarm light.
- 5) *Three (3)* – Float switches Conery 21813A302
- 6) *One (1)* – Simplex pipe kit consisting of the following:
  - a) 5' section of schedule 80 PVC 1 ¼"
  - b) PVC elbow 1 ¼".
  - c) PVC check valve TBCD style 1 ¼".
  - d) PVC union. 1 ¼"
  - e) PVC ball valve 1 ¼".
  - f) 1 ¼" male adaptor.
  - g) 1 ¼" adapt-o-flex grommet. (for pump discharge)
  - h) 2" adapt-o-flex grommet. (for electrical conduit)
  - i) 4" adapt-o-flex grommet. (for incoming line)

Work task will also include 1 ¼" SDR-11 HDPE service line from grinder pump to valve box at the property line, connecting 4" gravity line from house plumbing to proposed grinder pump, and abandon existing septic tank.

Contractor is to excavate and install the 24" dia. x 60" deep fiberglass basin, install the grinder pump unit and grinder pump electrical. Contractor is to furnish and place four sacks of sackcrete on the retainer ring and backfill with select material to be provided by the contractor. Set the pump in the basin on existing slide rails, set control box, and 30 amp disconnect (**Contractor Provided**), all necessary electrical conduit, and connect to existing house electrical (contractor may be required to install a separate breaker box to accommodate new grinder pump along with any conduit, wiring and breakers) with a licensed Electrician, all in accordance with National and Local Electrical codes.

Work task will also include 1 ¼" SDR-11 HDPE service line from grinder pump to valve box at the property line, connecting 4" gravity line from house plumbing to proposed grinder pump, and abandon existing septic tank.

Contractor is to excavate and install the 24" dia. x 60" deep fiberglass basin, install the grinder pump unit and grinder pump electrical. Contractor is to furnish and place four sacks of sackcrete on the retainer ring and backfill with select material to be provided by the contractor. Set the pump in the basin on existing slide rails, set control box, and 30 amp disconnect (**Contractor Provided**), necessary electrical conduit and connect to house electrical with a licensed Electrician, all in accordance with National and Local Electrical codes.

**2. Abandon Existing Septic tanks as Identified**

Abandon existing septic tanks in place, including plugging all influent and effluent lines, vacuum out wastewater and sludge, hauling and disposal of the wastewater and sludge to an approved facility licensed to receive the waste (contractor will be required to furnish proof of this activity by disposal tickets prior to final payment), break down top and sides one foot (1') below natural ground, backfill and restore surface area to the original shape. Surplus excavated material from Grinder Pump installation, or 1 ¼ Grinder Pump service line may be used for this task.

**3. Residential Grinder Pump Sewage System (LPSS) and Service Lines**

Residential Grinder Pump Sewage System (LPSS) Service Lines location will be determined in the field between the contractor, and engineer. The following are the fifteen (15) addresses in the base bid:

10129 Lawhon	9819 Lawhon	9524 Lawhon
10262 Brooks Road	8643 Phillips Street	7139 Boyt Road
7257 Boyt Road	7446 Boyt Road	7538 Boyt Road
7779 Boyt Road	7948 Boyt Road	8909 MLK
10247 Brooks Road	4408 Denley	7099 Faith

CONTRACTOR shall furnish all labor, materials, equipment, insurance, payroll, taxes, permits and supervision to **Install Low Pressure Sewer Force Main**. Work task includes following sanitary sewer improvement activities:

**4. Installation of Low Pressure Sewer Force Main**

Install approximately 532 L.F. of 2", PVC SDR-26 Class 161 Sewer Force Mains including "Mega-Lug" joint restraints for all valves and fittings. Work task also includes hydrostatic testing of new force main per specifications.

Contractor shall install a detector tape in the same trench as a force main pipe and must be located above and parallel to the force main. The detector tape must bear the label "PRESSURIZED WASTEWATER" continuously repeated in at least 1.5 inch letters. Unit bid price for the force main installation shall include a detector tape. There will be no separate pay item for installing a detector tape.

**5. Service Lines (See No. 3 Above)**

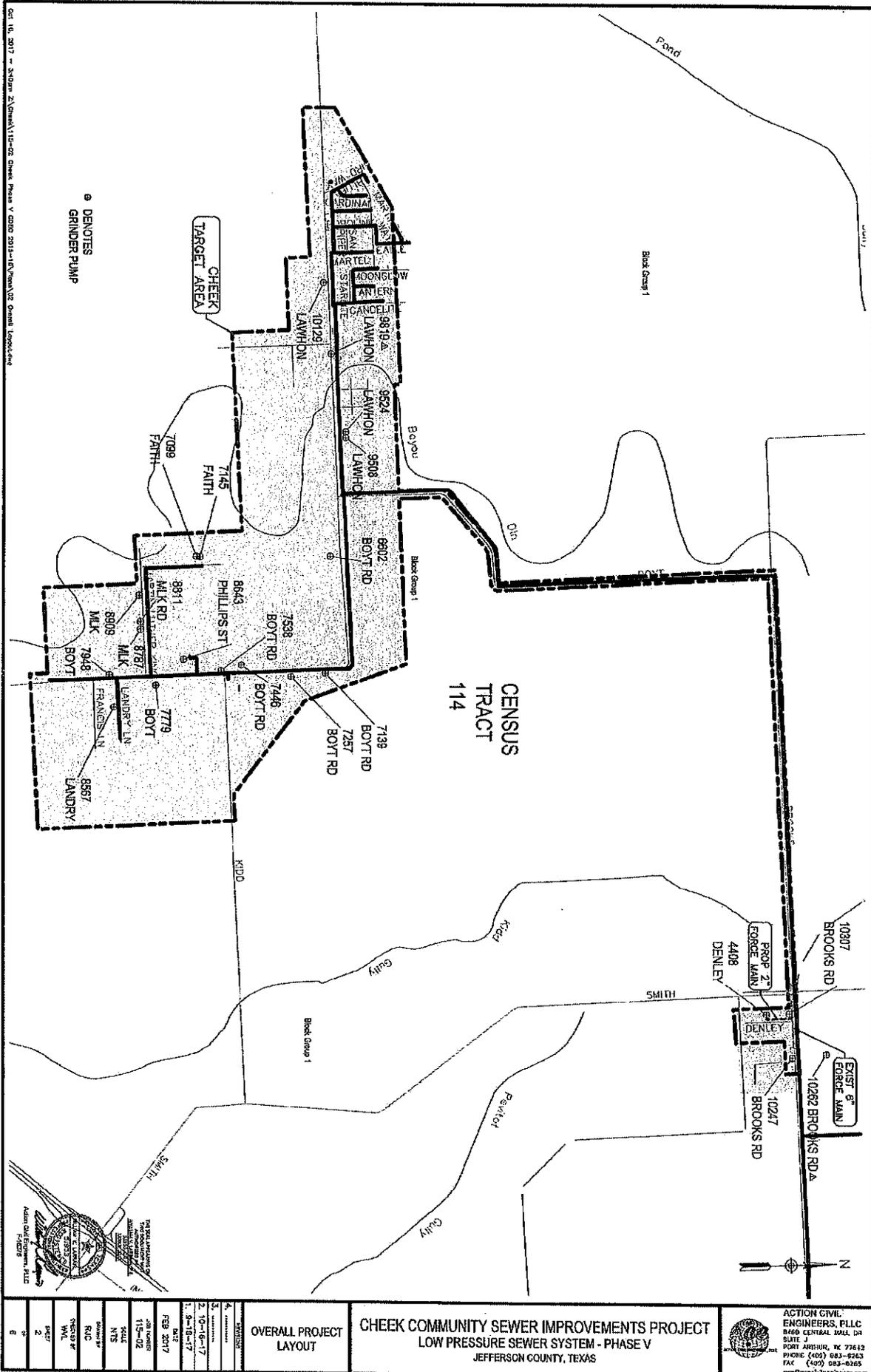
Short side services consist of installing the 1 ¼" FM size Tap Saddle, (Premier), 1 ¼" SDR-11 HDPE, 1 ¼" shut off valve, 1 ¼" check valve and valve box at the property line per Plan Details (See Detail "A" Sheet 4 of 6).

Long sides services will be as noted above but will also include a bore under the roadway. Roadway bore is to be included in price for Long Side Service. Contractor shall take care not to damage the road surface.

**6. Alternate Bid Addition Additional Address**

The following are the seven (7) addresses in the alternate base bid:

10307 Brooks Road	9508 Lawhon	8787 MLK
8811 MLK	8567 Landry	
7145 Faith	6602 Boyt Road	



The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST [Signature]

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Approved by \_\_\_\_\_ Date: \_\_\_\_\_

\* [Signature]

Authorized Signature (Bidder)

Vice President

Title of Person Signing Above

Mike Brown

Typed Name of Business or Individual

116736 IH10

Address Vidor TX 77662

### BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, BDS Constructors, LLC dba  
MK Constructors as PRINCIPAL, and Hartford Fire Insurance Company, as SURETY are  
 held and firmly bound unto (County) hereinafter called the "Local Public Agency", in the penal sum of  
Five Percent of Amount Bid Dollars, (\$ --5%--), lawful money of the  
 United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs,  
 executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the  
 Accompanying Bid, dated October 24, 2017, for Cheek Phase V - Cheek Community Sewer Improvements  
(Grinder Pump and Force Main Installation) (TxCDBG No. 7216131)

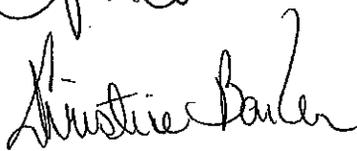
NOW, THEREFORE, the Principal shall not withdraw said Bid within the period specified therein  
 after the opening of the same, or, if no period be specified, within thirty (30) days after the said  
 opening, and shall within the period specified therefor, or if no period be specified, within ten (10)  
 days after the prescribed forms are presented to him for signature, enter into a written contract with the  
 Local Public Agency in accordance with the Bid as accepted, and give bond with good and sufficient  
 surety or sureties, as may be required, for the faithful performance and proper fulfillment of such  
 contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter  
 into such Contract and give such bond within the time specified, if the Principal shall pay the Local  
 Public Agency the difference between the amount specified in said Bid and the amount for which the  
 local Public Agency may procure the required work or supplies or both, if the latter be in excess of the  
 former, then the above obligation shall be void and of no effect, otherwise to remain in full force and  
 virtue.

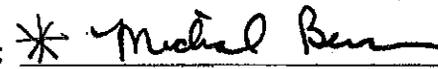
IN WITNESS THEREOF, the above parties have executed this instrument this 24th day of  
October, 2017, the name and corporate seal of each corporate party being hereto  
 affixed and these present signed by its undersigned representative, pursuant to authority of its  
 governing body.

(SEAL)

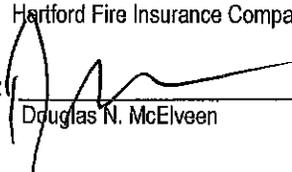
BDS Constructors, LLC dba M K Constructors

(SEAL)

Attest:   
 Attest: 

By: 

Hartford Fire Insurance Company Affix  
Corporate Seal

By:   
Douglas N. McElveen

Affix  
Corporate  
Seal

Attest: [Signature]

By: \* Michael Ben

Countersigned

By [Signature]

\* Attorney-in-Fact, State of Texas

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Mike Brown, certify that I am the Secretary of the Corporation named as Principal in the bid bond; that Mike Brown, who signed the said bond on behalf of the Principal was then V.P. of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to, on behalf of said corporation by authority of its governing body.

Corporate  
Seal

Title: Vice President

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

# POWER OF ATTORNEY

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)

call: 888-266-3488 or fax: 860-767-5836

Agency Name: MCELVEEN INSURANCE LLC

Agency Code: 43-483928

**KNOW ALL PERSONS BY THESE PRESENTS THAT:**

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Christine Baker, Douglas N. McElveen, Amanda McElveen, Kathy Peters of LAKE CHARLES, Louisiana

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*John Gray*

John Gray, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Nora M. Stranko*

Nora M. Stranko  
Notary Public

My Commission Expires March 31, 2018

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **October 24, 2017**. Signed and sealed at the City of Hartford.



*Kevin Heckman*

Kevin Heckman, Assistant Vice President



Completed Jobs  
MK Constructors

Client	Name of Project	Bid \$	Type of Work	Job #
GT Logistics, LLC	Underground Pipeline Project	\$ 884,606.00	Underground Pipeline Project	MK12-0001
Troy Construction	Asphalt Work	\$ 30,100.00	Asphalt Work	MK12-0002
Will Call	Grinding Work	\$ 5,040.00	Grinding Work	MK12-0003
Bredero Shaw	Final Plumbing Connection	\$ 7,775.00	Final Plumbing Connection	MK12-0004
Jefferson County-DD7	Rhodair Gully Laeral 3	\$ 1,110,695.78	Concrete Ditch Liner	MK12-0005
City of Liberty	Boomer-rang	\$ 32,882.32	Meter Vault	MK12-0006
Eagle Rock	Million Dollar Baby	\$ 293,704.00	Pipeline	MK12-0007
Jefferson County-DD7	Rhodair Gully Phase 3	\$ 761,926.02	Drainage Ditch Re-shaping	MK12-0008
Eagle Rock	Panotex Pipeline System	\$ 987,441.25	Pipeline-Rehab-Canadian Tx	MK12-0010
Chambers County	Smith Point	\$ 1,287,350.00	Install of 155 swg grinders	MK12-0011
<b>2012 Completed Jobs</b>				
Sunland	Transcanada Pipeline Project	\$ 1,839,905.30	(9) Valve Site Foundations	MK13-0012
Eagle Rock	Blanket Bid	\$ 2,299,217.00	Pipeline Project	MK13-0013
KAI	Nederland Store	\$ 5,850.00	Concrete Driveway	MK13-0014
Brown and Gay	Clearing and Grubbing	\$ 373,062.21	Clearing and Grubbing	MK13-0015
H.B. Neild	First Baptist Church	\$ 269,725.62	Underground Utilities	MK13-0016
Evergreen	Caldwell Project	\$ 1,153,640.60	3.5 mile dual 20" Gas Pipelines-Marletta Ohio	MK13-0017
EHRA	Sugarland Project	\$ 96,500.00	Clearing and Grubbing	MK13-0018
Chambers County	Turtle Bayou Road and Drainage Rehab	\$ 2,472,941.35	Drainage	MK13-0019
Superior Pipeline	Pipeline ROW	\$ 172,500.00	ROW Clearing & Grubbing	MK13-0020
GT Logistics, LLC	Firewater Project	\$ 128,000.00	Pipeline 10" HDPE Fireline	MK13-0021
Snappy Services	Misc. Welders	\$ 12,600.00	Misc. Welders	MK13-0022
Orange County	Sewer System Install	\$ 134,839.00	Sewer System Install	MK13-0023
City of Port Arthur	(2) 500K Gal Water Storage Tanks	\$ 1,999,454.00	Storage Tank Project	MK13-0024
City of Silsbee	Knuppel Project	\$ 293,088.75	Concrete lined drainage	MK13-0025
Orange County	Sewer System Install	\$ 25,200.00	Sewer System Install	MK13-0026
DD7	Main B Diversion	\$ 3,157,641.03	Drainage Ditch & Overshot Gates	MK13-0027
PA EDC	Misc. Elect.	\$ 9,590.00	Electric Conduit Install	MK13-0028
City of Pinehurst	Lexington Bridge	\$ 209,520.00	Box culvert bridge	MK13-0029
City of Pine Forest	Grinder Station Installation	\$ 185,122.00	Multiple Sewer Grinder Install	MK13-0030
DD7	Lateral 3A Concrete Liner	\$ 1,008,173.00	Concrete Liner	MK13-0031
UPS	Ineos Plant-Victoria, Tx.	\$ 367,605.82	Methane Gas Pipeline	MK13-0032
City of West Orange	Culverts	\$ 424,994.00	Multiple Culvert Crossings	MK13-0033
<b>2013 Completed Jobs</b>				
Eagle Rock	2014 Blanket Bid	\$ 2,085,654.82	Pipeline	MK14-0034
Luca	Baton Rouge Job	\$ 481,300.00	Gas wellpad Tie-In	MK14-0035
City of Pinehurst	Lift Station	\$ 196,520.00	Lift Station Re-hab	MK14-0037
City of China	Lift Station	\$ 638,000.00	Lift Station Re-hab	MK14-0038
Signature Ind.	Conveyor-Replacement International	\$ 59,447.00	Materials conveyor replacement	MK14-0039

Completed Jobs  
MK Constructors

Signature Ind.	Slaker Foundations-IP Paper	\$ 196,595.00	Misc. concrete foundation & elevated sub	MK14-0040
Signature Ind.	Slaker-T&M	\$ 54,619.50	Underground Pipeline Repairs	MK14-0041
Bomac	Transcanada Project	\$ 147,296.00	Bore under existing pipelines	MK14-0042
Signature Ind.	U-Drain- I.P.	\$ 85,724.00	Install concrete drain w/Material grates	MK14-0043
City of Groves	Lift Station	\$ 445,636.00	Lift Station	MK14-0044
City of Sour Lake	Water Line	\$ 108,622.00	Waterline	MK14-0045
WHC	Fire Water Line @ Valero Terminal	\$ 117,600.00	Fire Waterline	MK14-0046
L.D. Construction	POB Ditch Liner	\$ 52,900.00	POB Ditch Liner	MK14-0048
City of Bmt	LOEB	\$ 12,500.00	Water tank facility repair	MK14-0049
Gravity Drainage District	Arch Pipe Drainage	\$ 296,374.00	Install 72" Arch Pipe	MK14-0050
WWD	Water Filter	\$ 243,694.00	Water Filter Gallery Automation	MK14-0052
City of Port Arthur	66" R.C. Pipe repair	\$ 146,154.00	66" R.C. Pipe Repair	MK14-0054
City of Port Arthur	61st Street 2.4 mg Water Tank	\$ 2,825,250.00	Concrete foundation & Steel Tank Install	MK14-0055
Church of Christ	Parking Lot	\$ 14,693.06	Parking Lot	MK14-0056
Ineos Nitriles	Concrete Slab	\$ 14,873.00	Concrete Slab	MK14-0057
Regency Gas	Pipeline ROW	\$ 367,716.00	Pipeline	MK15-0058
City of Port Arthur	9th Street	\$ 769,395.52	Drainage & Street Project	MK15-0060
City of Vidor	Schoolhouse Ditch Xings	\$ 653,595.00	Schoolhouse Ditch Xings	MK15-0061
Bomac	Chevron Civil Work	\$ 453,999.80	Chevron Civil Work	MK14-0062
Carson County	Pipeline	\$ 7,650.00	Pipeline	MK14-0063
AWC	Cheniere Bore Project	\$ 11,702,950.00	12" x 24" Waterline Bores	MK14-0064
STI	Water & Sewer	\$ 203,885.00	Lift Station	MK14-0066
<b>2014 Completed Jobs</b>				
		<b>\$ 22,362,613.70</b>		
<b>Client</b>	<b>Name of Project</b>	<b>Bid \$</b>	<b>Type of Work</b>	<b>Job #</b>
City of Orange	Water Meter Retrofit	\$ 78,500.00	Water Meter Retrofit	MK15-0067
Regency	Panhandle	\$ 202,351.00	Pipelines	MK15-0068
Ineos Nitriles	Concrete Pad	\$ 40,000.00	Concrete Pad	MK15-0071
TGS	Fire Water Line	\$ 20,054.00	Firewater Line Valero Terminal	MK15-0072
Toledo Bend	Relief Wells	\$ 845,348.00	Install 4 Water Wells @ T.B. Dam	MK15-0073
City of Kirbyville	Lift Station Rail	\$ 1,900.00	Liftstation Rail	MK15-0075
Celanese	Fire Water line	\$ 104,570.00	Firewater Line	MK15-0076
Lockwood Holdings	Laydown Yard	\$ 225,435.00	Laydown Yard	MK15-0077
TGS	Pipe Repair	\$ 13,800.00	Pipe Repair	MK15-0080
Church of Christ	Dowlen Road Parking Lot	\$ 72,200.00	Parking lot expansion	MK15-0081
City of Nederland	12th Street	\$ 139,415.00	Drainage	MK15-0083
Orange County	Pine Bluff Pkg II	\$ 1,254,596.28	Arch Span Culvert Road Crossings	MK15-0085
Orange County	Bessie Height Pkg IV	\$ 811,765.96	Arch Span Culvert Road Crossings	MK15-0086
DCP	Pipeline Job Panhandle	\$ 1,624,993.20	Gathering System: Pipelines/Compressor	MK15-0089
City of Bevil Oaks	Sewer Plant/Overflow Pond	\$ 1,377,827.00	Sewer Plant, Earthwork, Underground Utilities	MK15-0090
Matrix Services	Transcanda Bores	\$ 1,205,878.82	Pipeline Bores inside transcanda facility	MK15-0091
City of Anahuac	Detention Pond & Piping	\$ 1,807,789.51	Waterline, Earthwork, Pumps and Piping	MK15-0095

Completed Jobs  
MK Constructors

Client	Name of Project	Bid \$	Type of Work	Job #
Bomac	ICI Bore	\$ 26,815.00	Boring	MK15-0097
Pleasure Island	Water Metering Facility	\$ 705,953.01	Water System Piping & Metering Sta.	MK15-0098
Cheniere	Keith Road Parking Lot	\$ 1,035,000.00	Boat Ramp Parking Lot & Entry Road	MK15-0100
Cheniere	Waterline Extension	\$ 7,398,958.20	12" x 24" Waterline Tie-in to Cheniere	MK15-0101
Excel Mulching	Clearing and Grubbing	\$ 268,180.00	Clearing and Grubbing	MK15-0102
City of Beaumont	Goodhue	\$ 1,177,990.00	Drainage & Sewer	MK15-0103
MPG	Clearing and Grubbing	\$ 21,100.00	Clearing and Grubbing	MK15-0104
County of Sabine	Water Improvements	\$ 105,007.50	Waterline Improvements	MK15-0105
Moore Land Ind	Clearing and Grubbing	\$ 38,910.00	Clearing and Grubbing	MK15-0106
LD Construction	Culvert Replacement	\$ 49,500.00	Culvert Replacement	MK15-0107
Celenese	Concrete Work	\$ 172,500.00	Concrete Work	MK15-0108
G2X	Install Building	\$ 57,908.00	Install Building	MK15-0109
<b>2015 Completed Jobs \$ 30,884,245.48</b>				
Lockwood Holdings	Ditch Regrading	\$ 10,600.30	Ditch Regrading	MK16-0110
WCID 10	Lift Station/Piping	\$ 1,343,986.40	Install 2 new S.S. Lift Stations	MK16-0111
CCI	Clearing and Grubbing	\$ 278,900.00	Grind/Mulch Pipeline R.O.W.	MK16-0112
DCP	Pipeline Job Panhandle	\$ 207,490.00	Pipeline Tie-in	MK16-0114
Mariner's Cove	Concrete Work	\$ 28,600.00	Widen Conc. Drive	MK16-0115
Navitas	Tarzan Project #1	\$ 1,715,058.00	Tarzan Project #1-16' Pipeline	MK16-0116
LD Construction	12TH Street Drainage	\$ 29,900.00	12TH Street Drainage	MK16-0117
City of Beaumont	Avenue A	\$ 854,846.50	Replace Existing waterline	MK16-0118
Navitas	Tarzan Project #2	\$ 2,122,306.24	Tarzan Project #2-16" Pipeline	MK16-0120
Orescom	Electrical Bore #1	\$ 40,700.00	Electrical Bore #1	MK16-0121
Bomac	Cameron LNG	\$ 42,650.00	Cameron LNG	MK16-0122
LNVA	Atlantic Canal Improvement Project	\$ 2,422,351.18	Installed new 72" camp 8 Hobas Pipe Xings	MK16-0123
Kinder Morgan	Iowa Project	\$ 2,413,119.50	50+ Anomaly digs to repair 20" pipeline	MK16-0125
Navitas	Tarzan # 3	\$ 2,653,976.93	16" Pipeline	MK16-0126
Orescom	Electrical Bore #2	\$ 36,000.00	Electrical Condit Bores	MK16-0129
Navitas	Howard County 16"	\$ 5,569,319.82	16" Carbon Steel Pipeline 18mi	MK16-0130
Navitas	Bold Hamman 12"	\$ 109,872.00	12" Pipeline	MK16-0132
WCID No. 2	Airline Relocate	\$ 34,500.00	Drainage	MK16-0134
Orescom	Excel Boring	\$ 71,755.00	Boring Work	MK16-0136
Navitas	20" Project	\$ 9,897,122.99	20" Carbon Steel Pipeline 25 Miles	MK16-0138
City of Pinehurst	Wastewater Treatment	\$ 232,214.00	Wastewater	MK16-0139
Navitas	4" Take up and relay	\$ 847,126.00	RMV/Rplc 4" CS Gas feed line	MK16-0141
Navitas	20" 2 Mile Run	\$ 5,706,937.61	20" Carbon Steel Pipeline 12 Miles	MK16-0143
Navitas	Midway Fue Gas Line	\$ 473,324.00	Polyline 20"	MK16-0144
Navitas	Howard County	\$ 80,835.00	"20" Polyline	MK16-0145
<b>2016 Completed Jobs \$ 37,723,401.47</b>				

Current Projects  
MK Constructors

Client	Name of Project	Bid Amount	Type of Work	Job Number
Landmark	Terminal Road	\$ 618,500.00	Water & Drainage	MK16-0119
Liberty County	Waterline	\$ 346,105.00	Waterline	MK16-0127
City of Beaumont	Lift Station Folsom	\$ 254,463.00	Lift Station	MK16-0131
City of Beaumont	Lift Station Arthur	\$ 594,133.00	Lift Station	MK16-0133
City of Beaumont	Northwest Parkway Major Dr	\$ 12,109,789.38	Drainage	MK16-0140
City of Rose City	Water System Improvement	\$ 95,800.00	Water & Drainage	MK16-0148
City of Beaumont	Manhole Rehab	\$ 1,097,587.00	Manhole Rehab	MK16-0152
City of Orange	Waterline	\$ 129,791.00	Waterline	MK17-0168
		<b>\$ 15,246,168.38</b>		

Company Owned  
Equipment

	EQUIPMENT	
1977	Peterbuilt	18 Wheeler Haul Truck
2005	Mack	Dump Truck
2006	Peterbuilt	18 Wheeler Haul Truck
2006	JLG	6000LB 4X4 Telescopic Forklift
2007	CAT	420EIT Backhoe Loader
2011	Komatsu	D51PX-22 Dozer
2011	Komatsu	PC200LC-8 Excavator
2011	Takeuchi	TL240 Skidsteer
2012	CAT	320EL Excavator W/Fecon Grinder
2012	CAT	320EL Excavator
2012	CAT	320EL Excavator
2012	CAT	329 EL Trackhoe
2013	CAT	336E Excavator with 66' bucket
2013	CAT	336E Excavator
2013	CAT	725 Off Road Dump Truck
2013	CAT	725 Off Road Dump Truck
2013	CAT	329 EL Trackhoe
2013	CAT	329 EL Trackhoe
2013	CAT	329 EL Trackhoe
2013	Takeuchi	TL10R Skidsteer
2013	Komatsu	PC210LC-10 Excavator
2013	Komatsu	D39PX-23
2014	Barco 930	Mulcher
2014	CAT	305E Excavator
2014	Kaaser	375 Air Compressor
2014	Kaaser	210 Air Compressor
2015	CAT	305.5E2 Excavator
2015	CAT	305E2 mini Hydraulic excavator
2015	Peterbuilt	18 Wheeler Haul Truck
2015	ING. Rand	185 Air Compressor
2015	Takauchi	Skidsteer
2015	Takeuchi	TL12R Skidsteer
2015	Vermeer	Boring Machine
2015	Caterpillar	D6K2 Dozer
2016	Komatsu	PC170LC
2016	Komatsu	PC170LC

**KENNETH D. STEWART**  
*5735 Regina Lane*  
*Beaumont, TX 77706*

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**CONSTRUCTION EXPERIENCE:**

*(9/2010 – 3/2011)*

WILLIAMSON CONSTRUCTION & EQUIPMENT  
 2575 Hwy 69 S, Lumberton, Tx 77657

Responsible for estimating and project management of projects in heavy civil(i.e. – roads, bridges, paving, foundations, structures), commercial, drainage, and earthwork.

**PROJECTS:**

Client: Sabine Neches Navigation District  
 Automated, elevated, control building for flood gate structures  
 COST - \$2.5 Mil  
 Client: ShawCorp  
 Installed on-site gravity sewer, gas line bores, and air-line piping  
 COST - \$178K  
 Client: GT Logistics  
 Construction of a Vehicular and Rail Bridge over the LNVA canal  
 COST - \$1.4 Mil

*(11/2008 – 9/2010)*

STEWCON GROUP, LLC dba/ Stewart Homes  
 5735 Regina Lane  
 Beaumont, TX 77706

I started my own company in April of 2008. Residential construction was the focus of the organization in the beginning with the goal of building up large enough to gain bonding and begin moving into civil and commercial markets.

Client: Magnolia Laurel  
 Managed the construction of the Plantation Oaks subdivision on Keith Road in Lumberton  
 COST: \$1.4 Mil  
 Client: Magnolia Laurel  
 Constructed residential offices for their internet business  
 COST: \$425K  
 Client: Peter Morrison  
 Constructed a two-story high end residence with underground vault/basement  
 COST: \$2.1 Mil

KENNETH D. STEWART  
5735 Regina Lane  
Beaumont, TX 77706

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(6/2000 – 11/2008)

ALLCO, INC.  
6720 College Street  
Beaumont, TX 77707

Began in commercial construction from 2000 to 2003 estimating and project managing:

PROJECTS:

Client: BISD

Project manager for construction of Pietzsch-MacArthur Elementary School

COST: \$16.8 Mil

Client: Jefferson County

Project manager for construction of 12-Field Fast-Pitch Softball Complex (Ford Park)

COST: \$5.5 Mil

Client: Beaumont Pediatrics

Estimated and managed construction of office remodel

COST: \$735K

Began estimating and managing the Highway Division from 2003 to 2008:

PROJECTS:

Client: TXDOT(Beaumont)

Estimated and managed the construction of Major Drive between I-10 and Washington Street. Approx 4mi.

COST: \$8.1 Mil

Client: TXDOT(Bryan/College Station)

Estimated and managed a grade separation for Villa Maria Road to go under the UPPR R.O.W. Double Bridge structure with deep storm sewer, drilled shaft retaining walls, and poured-in-place decorative wall panels

COST: \$13 Mil

Client: TXDOT(Beaumont)

Estimated and managed construction of approx 5 mi of 84ft wide 10" paving north of Kirbyville beginning near FM363. I was responsible for procuring our portable concrete batch plant and developing the concrete mix designs required by TXDOT for the project.

COST: \$ 24.1 Mil

**KENNETH D. STEWART**

*5735 Regina Lane  
Beaumont, TX 77706*

---

*(5/1997 – 5/2000)*

Tribble & Stephens General Contracting  
8588 Katy Frwy, Ste. 100  
Houston, TX 77024

After graduating from Texas A&M I began my construction career with Tribble & Stephens in May of 1997. I started off on the jobsite and was responsible for rfi's, submittals, subcontracts, and on-site inspections.

Client: Randall Davis  
Renovation of the 18-Story Rice Hotel – Downtown Houston  
COST: \$18.2 Mil

Project: IL PALAZZO  
New construction of a 6-Story poured-in-place concrete structure to be sold as loft condominiums.  
COST: \$6 Mil

EDUCATION/TRAINING:

Stephen F. Austin H.S. – '91  
Lamar University (Beaumont) – '94 A.A.S. – Computer Drafting Technology  
Texas A&M University – '97 B.S. – Construction Science

*Mike Brown*  
*4340 Hwy 1131*  
*Vidor TX, 77662*

---

**CONSTRUCTION EXPERIENCE:**

(2012 to Present)

MK Constructors  
 16736 I H 10  
 Vidor, Tx. 77662  
 Owner

(2006-2012)

WILLIAMSON CONSTRUCTION & EQUIPMENT  
 2575 Hwy 69 S, Lumberton, TX 77657

Responsible for estimating and managing projects. Managing the entire business.

**PROJECTS:**

**Client: Sabine Neches Navigation District**

Automated, elevated, control building for flood gate structures

COST - \$2.5 Mil

**Client: Sunoco Logistics**

Ethanol Plant

COST- \$1.6 Mil

**Client: GT Logistics**

Construction of a Vehicular and Rail Bridge over the LNVA canal

COST - \$1.4 Mil

**Client: Kinder Hawk**

Construction of Ammne Plant

COST- \$1.1 Mil

**Client: Eagle Rock Energy**

Pipeline

COST- \$1.1 Mil

**Client: ShawCorp**

Installed on-site gravity sewer, gas line bores, and air-line piping

COST - \$178K

*Mike Brown*  
*4340 Hwy 1131*  
*Vidor TX, 77662*

---

(6/1/2001 to 6/1/2006)

Simco Enterprises  
 3101 Main  
 Groves, TX 77651

Responsible for estimating and project management

PROJECTS:

**Client: Arceneaux and Gates**  
 City of Orange River Front Park  
 Cost: \$1.9 Mil

**Client: City of Port Neches**  
 Water Main Project  
 Cost: \$2.1 Mil

(5/1/1996 to 6/1/2001)

F.D. Shay Contractors  
 2108 Hwy 108  
 Sulphur, La

(1991 to 1996)

Pipeline  
 Heavy Equipment Operator  
 Foreman

**Experience:** Estimated and managed projects from \$100,000.00 to 30,000,000.00. Road work, Dirt Work, Utilites and pipe line Projects. Lay pipe sizes from 2" through 120" diometer, from concrete to PVC and steel.

Education and Training

1989	Graduated from Vidor High School
1989-1991	USMC

Mike Brown	Owner
Kenneth Stewart	Owner
Stacy Smith	Safety Coordinator
Mike Kelley	Project Manager
Mike Suire	Project Manager
Rollan Sauls	Superintendent
Jason Stevenson	Superintendent
Deke Simon	Superintendent
Bryon Glenn	Superintendent

Contact Info:

MK Constructors  
16736 IH 10  
Vidor, Tx. 77662  
(409)769-0089 Phone  
(409)769-1288 Fax

CONTRACT DOCUMENTS  
AND  
TECHNICAL SPECIFICATIONS  
FOR  
**JEFFERSON COUNTY**

**CHEEK PHASE V – CHEEK COMMUNITY SEWER IMPROVEMENTS,  
GRINDER PUMP AND FORCE MAIN INSTALLATION**

CHEEK AREA COMMUNITY  
JEFFERSON COUNTY, TEXAS

"Texas Community Development Block Grant Program"  
TXCDBG Contract No. 7216231  
ACE Job No. 115-02



*William V. Larrain*

**Action Civil Engineers, PLLC.**

8460 Central Mall Drive  
Port Arthur, TX. 77642  
Phone: 409-983-6263  
Fax: 409-983-6265  
Firm Registration No.: F-16376  
Email: [ace@vacecivilengineers.com](mailto:ace@vacecivilengineers.com)



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**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
**Deborah L. Clark, Purchasing Agent**

1149 Pearl Street, 1<sup>st</sup> Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

**LEGAL NOTICE**  
**Advertisement for Invitation for Bids**  
**September 25, 2017**

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 17-008/JW, Cheek Phase V – Cheek Community Sewer Improvements (Grinder Pump and Force Main Installation).

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 three (3) 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:** Cheek Phase V – Cheek Community Sewer Improvements  
 (Grinder Pump and Force Main Installation) (TxCDBG No. 7216131)

**BID NO:** IFB 17-008/JW

**DUE DATE/TIME:** 11:00 AM CDT, Tuesday, October 24, 2017

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

**A Mandatory Pre-bid Conference and Walk-through will be held on Thursday, October 12, 2017 at 10:00 AM CDT** in the Jefferson County Engineering Department Conference Room located on the fifth floor of the Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas 77701.

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

**Specifications and plans are available for a non-refundable \$100.00 charge at Action Civil Engineers, PLLC, 8460 Central Mall Dr. Suite J, Port Arthur, Texas 77642. Contact Number 409-983-6263.** Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593 or [jwest@co.jefferson.tx.us](mailto:jwest@co.jefferson.tx.us). Bidders may submit technical questions to: Mark Kelly, with Action Civil Engineers at 409-983-6263 or [mkelly@acecivilengineers.com](mailto:mkelly@acecivilengineers.com)

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

Funding for this project is covered under Section 3 of the Housing and Urban Development Act of 1968. All eligible bidders must comply with Section 3 requirements in regards to meeting or exceeding the required objectives for both hiring and subcontracting. In accordance with these objectives, contractors are required to direct their newly created employment and/or subcontracting opportunities to Section 3 Residents and Business Concerns.

Jefferson County reserves the right to reject any or all bids or to waive any informalities in the bidding. Bids may be held by Jefferson County for a period not to exceed 60 days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidder's qualifications prior to the contract award.

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

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

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 – September 27, 2017 and October 4, 2017

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**IFB 17-008/JW, Cheek Phase V – Cheek Community Sewer Improvements,  
Grinder Pump and Force Main Installation**

**Bids due: 11:00 AM CDT, Tuesday, October 24, 2017**

**Bid Submissions:**

**Bidder is responsible for submitting:**

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

**Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.**

**<http://www.co.jefferson.tx.us/purchasing/main.htm>**

## Bidder Information Form

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

**Bid Name & Number:** Cheek Phase V – Cheek Community Sewer Improvements, Grinder Pump and Force Main Installation BID NO: IFB 17-008/JW

**Bidder's Company/Business Name:** BDS Construction LLC dba MK Construction

**Bidder's TAX ID Number:** 45-3567082

**Contact Person:** Carrie Vincent Title: off mgr

**Phone Number (with area code):** 409-769-0089

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

**Fax Number (with area code):** 409-769-1288

**Email Address:** CarrieV@mkconstruction.com

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

P.O. Box 1208

Address Vidor TX 77670

City, State, Zip Code

16736 IH10  
Vidor TX 77662

## Instructions to Bidders

### 1. Bid Submission

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

Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> 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.

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

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.

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

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

### 2. Bid Modifications Prior to Bid Opening

Any bidder may modify its bid by submitting a modification or supplemental bid at any time prior to the scheduled closing time for receipt of bids, provided such modification or supplemental bid is received by the locality prior to the closing time. The modification or supplemental bid should not reveal the original bid price but should provide only the addition, subtractions or other modifications to the original bid so that the final prices or terms will not be known by the locality until the sealed bid is open.

### 3. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

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

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

#### 4. 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.

#### 5. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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.

#### 6. Signatures

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

#### 7. County Holidays – 2017:

January 16	Monday	Martin Luther King, Jr. Day
February 20	Monday	President's Day
April 14	Friday	Good Friday
May 29	Monday	Memorial Day
July 4	Tuesday	Independence Day
September 4	Monday	Labor Day
November 10	Friday	Veteran's Day
November 23 & 24	Thursday & Friday	Thanksgiving
December 25 & 26	Monday & Tuesday	Christmas
January 1, 2018	Monday	New Year's

#### 8. 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 thirty (30) days after opening date.

#### 9. 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.

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

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

#### **11. 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.

#### **12. 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.

#### **13. 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.

#### **14. 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.

#### **15. 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.

## 16. 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.

## 17. Inspection of Site

Each bidder should visit the site of the proposed work and should become acquainted with the existing conditions and facilities, the difficulties and restrictions pertaining to the performance of the contract. The bidder should thoroughly examine and become familiar with the drawings, technical specifications and all other contract documents. The contractor by the execution of the contract shall in no way be relieved of any obligation under it due to failure to receive or examine any form or legal document or to visit the site or the conditions existing at the site. The County will be justified in rejecting any claim based on lack of inspection of the site prior to the bid.

## 18. Alternate Bid Items

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

## 19. 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.

## 20. 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.

## 21. Currency

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

## 22. 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.

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

**23. Notice to Proceed/Purchase Order**

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

**24. 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.

**25. Definitions**

"County" – Jefferson County, Texas.

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

**26. 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 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 thirty (30) 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 **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.
- 1.9 **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.
- 1.10 **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.
- 1.11 **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.

**1.12 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.

**1.13 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.

**1.14 Interpretations or Addenda**

No oral interpretations will be made to any bidder. Each request for clarification shall be made in writing to the Grant Recipient or engineer no less than seven (7) days prior to the bid opening. Each interpretation made will be in the form of an Addendum to the contract documents and will be distributed to all parties holding contract documents no less than seven (7) days prior to the bid opening. It is, however, the bidder's responsibility to make inquiry as to any addenda issued. All such addenda shall become part of the contract documents and all bidders shall be bound by such addenda, whether or not received by the bidders.

If an addendum to the bid package is necessary, it must be distributed to each potential bidder. The distribution of an addendum shall be verified either by statements of receipt or registered/certified mail receipts, which shall be included in the public works construction file. The addendum shall allow adequate time for consideration in bid preparation (usually at least one week). If adequate time is not available, the bid opening date must be extended and the Grant Recipient must republish the invitation for bids containing the place, time, and date for the new bid opening. Note that any change to the original bid opening date will require republication of the invitation for bids at least once in a locally published newspaper. The republished notice will include the place, time and date for the new bid opening and must be published at least seven days prior to the new bid opening date.

**1.15 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.

**1.16 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.

**1.17 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 nonresponsive. 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.

**1.18 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.

**1.19 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.

- 1.20 **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 the right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

### 3. Purchase Orders and Payment

- 3.1 **Purchase Orders.** A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
- 3.2 **Invoices.** All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.
- 3.3 **Prompt Payment.** In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.
- 3.4 **Funding.** Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

#### 4. Contract

- ~~4.1 **Contract Definition.** The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.~~
- 4.2 **Change Order.** No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.
- 4.3 **Price Re-determination.** A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.
- 4.4 **Termination.** Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.
- 4.5 **Conflict of Interest.** Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.
- 4.6 **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.
- 4.7 **Interest by Public Officials.** No public official shall have interest in this contract, in accordance with Texas Local Government Code.
- 4.8 **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.
- 4.9 **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.
- 4.10 **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.

**4.11 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.

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**4.12 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 ensure that required parts of the bid (included by not limited to a completed specifications packet in its entirety, the bid bond(s), the contractor's certifications, local opportunity plan, and the statement of the bidder's qualifications, shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date and Time of Opening, and Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and three (3) numbered bid *hard copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

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.

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

All bids must be submitted on the forms provided and are subject to all requirements of the Contract Documents, including the Drawings.

All bids must be regular in every respect and no interlineation, excisions or special conditions may be made or included by the bidder.

The County may consider as irregular any bid on which there is an alteration of or departure from the bid form and, at its option, may reject any irregular bid.

If a contract is awarded, it will be awarded to a responsible bidder on the basis of the lowest/best bid and the selected alternate bid items, if any. The contract will require the completion of the work in accordance with the contract documents.

### 2. Bid Bond

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.

The bid bond will be returned to the bidder as soon as practical after the opening of the bids.

### 2. Section 3

Attention is called to the required Section 3 contracting and hiring objectives specified in the Contract Documents. These minimum objectives for hiring and contracting must be enforced. It is therefore the responsibility of the Bidder to inform themselves as to these requirements.

### 3. 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>

Bid Respondents are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

#### 4. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires all awarded vendors to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. Awarded Vendors must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

At the time of award, the Jefferson County Purchasing Department will submit a request to the Awarded Vendor to both:

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.
2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

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

#### 5. Statement of Bidders Qualifications

Each bidder shall submit on the form (Page 61) furnished for that purpose a statement of the bidder's qualifications. The County shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform its obligations under the contract, and the bidder shall furnish the County all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available data does not satisfy the County that the bidder is qualified to carry out properly the terms of the contract.

#### 6. Multiple Vendor Award

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

#### 7. Delivery

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

#### 8. Payment

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

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

Invoices shall be submitted to: **Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7<sup>th</sup> floor, Beaumont, TX 77701.**

## 9. Wages and Salaries

~~Attention is particularly called to the requirement of paying not less than the prevailing Davis Bacon Related Acts (DBRA) wage rates specified in the Contract Documents. These rates are minimums to be paid during the life of the contract. It is therefore the responsibility of the Bidder to inform themselves as to local labor conditions.~~

## 10. Equal Employment Opportunity

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual identity, gender identity, or national origin, and other civil rights requirements. (See Guidelines – Document A1001, Page 18)

## 11. Certification Regarding Lobbying

Contractors who apply or bid for an award shall provide the required certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining a Federal contract, grant or any other award covered by 31 USC § 1352.

## 12. 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.

## 13. Insurance

The contractor (including any and all subcontractors as defined in Section 13.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

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

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

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

### Minimum Insurance Requirements

Public Liability, including Products & Completed Operations	\$1,000,000
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Excess Liability	\$1,000,000
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#### Property Insurance (policy below that is applicable to this project):

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (see Section 13 below)

## 14. Workers' Compensation Insurance

### 14.1 Definitions:

- 14.1.1 **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.
- 14.1.2 **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;
- 14.1.3 **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.
- 14.2 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.
- 14.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 13 above.
- 14.4 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.
- 14.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- 14.5.1 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
- 14.5.2 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.
- 14.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 14.7 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.
- 14.8 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.
- 14.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 14.9.1 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.

- 14.9.2 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.
- 14.9.3 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.
- 14.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
- 14.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
  - 14.9.4.2 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.
- 14.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 14.9.6 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
- 14.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 14.1. – 14.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 14.10 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.
- 14.11 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.

## 15. Execution of Agreement/Performance and Payment Bonds

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.

The failure of the successful bidder to execute the agreement and supply the required bonds within thirty (30) days from the date of the notice of award-or within such extended period as the locality may grant, shall constitute a default and the locality may, at its option, either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either case, the locality may charge against the bidder the difference between the amount of the bid, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against the locality for a refund.

## 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: (CV) City of Pine Forest  
 Address: Pine Forest  
 Contact Person and Title: Nesler (CV) Barraeta  
 Phone: 409-782-7771 Fax: 409-866-0337  
 Email Address: nbarraeta@spi-eng.com Contract Period: 2014  
 Scope of Work: Grinder Station

### REFERENCE TWO

Government/Company Name: City of Beaumont  
 Address: 1350 Langham Rd Bmt TX 77707  
 Contact Person and Title: Molly (CV) Villarreal  
 Phone: 409-785-3016 Fax: 409-861-4836  
 Email Address: Molly.Villarreal@BeaumontTX.com Contract Period: 2015  
 Scope of Work: Grinder Station

### REFERENCE THREE

Government/Company Name: City of Beaumont  
 Address: 1350 Langham Rd Bmt TX 77707  
 Contact Person and Title: Molly Villarreal  
 Phone: 409-785-3016 Fax: 409-861-4836  
 Email Address: Molly.Villarreal@BeaumontTX.com Contract Period: 2016  
 Scope of Work: Grinder Station

**Bidder Shall Return Completed Form with Offer.**

A1001

## Equal Opportunity Guidelines for Construction Contractors

Note: To be included in bid packet and distributed at the preconstruction conference (optional)

1. **What are the responsibilities of the offeror or bidder to ensure equal employment opportunity?**  
For contracts over \$ 10,000, the offeror or bidder must comply with the "Equal Opportunity Clause" and the "Standard Federal Equal Opportunity Construction Contract Specifications."
2. **Are construction contractors required to ensure a legal working environment for all employees?**  
Yes, it is the construction contractor's responsibility to provide an environment free of harassment, intimidation, and coercion to all employees and to notify all foremen and supervisors to carry out this obligation, with specific attention to minority or female individuals.
3. **To alleviate developing separate facilities for men and women on all sites, can a construction contractor place all women employees on one site?**  
No, two or more women should be assigned to each site when possible.
4. **Are construction contractors required to make special outreach efforts to Section 3 or minority and female recruitment sources?**  
Yes, construction contractors must establish a current list of Section 3, minority and female recruitment sources. Notification of employment opportunities, including the availability of on-the-job training and apprenticeship programs, should be given to these sources. The efforts of the construction contractors should be kept in file.
5. **Should records be maintained on the number of Section 3 residents, minority and females applying for positions with construction contractors?**  
Yes, records must be maintained to include a current list of names, addresses and telephone numbers of all Section 3, minority and female applicants. The documentation should also include the results of the applications submitted.
6. **What happens if a woman or minority is sent to the union by the Contractor and is not referred back to the Contractor for employment?**  
If the unions impede the construction contractor's responsibility to provide equal employment opportunity, a written notice should be submitted to TDA.
7. **What efforts are made by construction contractors to create entry-level positions for Section 3 residents, women and minorities?**  
Construction contractors are required to develop on-the-job training programs, or participate in training programs, especially those funded by the Department of Labor, to create positions for Section 3 residents, women and minorities and to meet employment needs.
8. **Are any efforts made by the Contractor to publicize their Equal Employment Opportunity (EEO) policy?**  
Yes, the construction contractor is responsible for notifying unions and sources of training programs of their equal employment opportunity policy. Unions should be requested to cooperate in the effort of equal opportunity. The policy should be included in any appropriate manuals, or collective bargaining agreements. The construction contractor is encouraged to publicize the equal employment opportunity policy in the company newspaper and annual report. The Contractor is also responsible to include the EEO policy in all media advertisement.
9. **Are any in-service training programs provided for staff to update the EEO policy?**  
At least annually a review of the EEO policy and the affirmative action obligations are required of all personnel employees of a decision-making status. A record of the meeting including date, time, location, persons present, subject matter discussed, and disposition of the subject matter should be maintained.

**10. What recruitment efforts are made for Section 3 residents, minorities and women?**

The construction contractor must notify both orally and in writing, Section 3, minority and female recruitment sources one month prior to the date of acceptance for apprenticeship or other training programs.

**11. Are any measures taken to encourage promotions for minorities and women?**

Yes, an annual evaluation should be conducted for all minority and female personnel to encourage these employees to seek higher positions.

**12. What efforts are taken to insure that personnel policies are in accordance with the EEO policy?**

Personnel policies in regard to job practices, work assignments, etc. should be continually monitored to insure that the EEO policy is carried out.

**13. Can women be excluded from utilizing any facilities available to men?**

No, all facilities and company activities are non-segregated except for bathrooms or changing facilities to ensure privacy.

**14. What efforts should be utilized to include minority and female contractors and suppliers?**

Take affirmative steps to ensure that small, minority, and women owned businesses are included on all lists for contractors/service providers. Solicit these businesses when issuing RFPs and RFQs and soliciting construction bids. Divide project activities into small tasks to allow participation. Keep records of all offers to minority and female construction contractors.

**15. If a construction contractor participates in a business related association that does not comply with equal opportunity affirmative action standards, does that show his/her failure to comply?**

No, the construction contractor is responsible for its own compliance.

**16. Can a construction contractor hire a subcontractor who has been debarred from government contracts pursuant to EEO?**

No. The construction contractor must suspend, terminate or cancel its contract with any Subcontractor who is in violation of the EEO policy.

**17. What effort has been taken by the construction contractor to monitor all employment to insure the company EEO policy is being carried out?**

The construction contractor must designate a responsible individual to keep accurate records of all employees that includes specific information required by the government.

## Executed Section 3 Plan (Form A1002)

**A1002**

### Section 3 Policy

In accordance with 12 U.S.C. 1701u the County of Jefferson agrees to implement the following steps, which, to *the greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

- A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
- B. Assign duties related to implementation of this plan to the designated Civil Rights Officer.
- C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by TxCDBG grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.
- D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in TxCDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
- E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
- F. Require that all Prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or TDA to the Grant Recipient.
- G. Submit reports as required by HUD or TDA regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of the federal fiscal year end (by October 20) which identify and quantify Section 3 businesses and employees.
- H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officer and representative of Jefferson County, I the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Signature

JEFF R. BRANICK,  
COUNTY JUDGE

Date: 02-13-2017

09/01/2016

**A1014****RESOLUTION Regarding Civil Rights**

**Whereas**, the County of Jefferson, Texas, has been awarded TxCDBG funding through a TxCDBG - Community Development Grant 7216231 from the Texas Department of Agriculture (hereinafter referred to as "TDA");

**Whereas**, the County of Jefferson, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability;

**Whereas**, the County of Jefferson, in consideration for the receipt and acceptance of federal funding, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

**Whereas**, the County of Jefferson, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135, is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the TxCDBG project area;

**Whereas**, the County of Jefferson, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

**Whereas**, the County of Jefferson, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

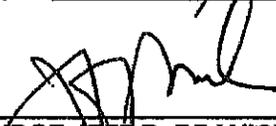
**Whereas**, the County of Jefferson, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period of the TxCDBG contract, to affirmatively further fair housing;

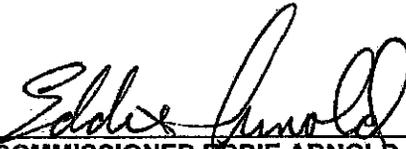
**A1014**

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONERS COURT OF THE COUNTY OF JEFFERSON, TEXAS, that the COUNTY OF JEFFERSON ADOPTS/REAFFIRMS THE FOLLOWING:**

- 1. Citizen Participation Plan and Grievance Procedures (Form A1013);
- 2. Section 3 Policy (Form A1002);
- 3. Excessive Force Policy (Form A1003);
- 4. Section 504 Policy and Grievance Procedures (Form A1004); and
- 5. Fair Housing Policy (Exhibit 1015).

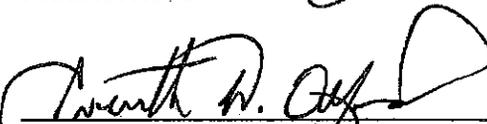
Passed and approved this 13<sup>th</sup> day of February, 2017.

  
 \_\_\_\_\_  
**JUDGE JEFF R. BRANICK**  
 County Judge  
 Jefferson County, Texas

  
 \_\_\_\_\_  
**COMMISSIONER EDDIE ARNOLD**  
 Precinct No. 1

  
 \_\_\_\_\_  
**COMMISSIONER MICHAEL S. SINEGAL**  
 Precinct No. 2

  
 \_\_\_\_\_  
**COMMISSIONER BRENT A. WEAVER**  
 Precinct No. 3

  
 \_\_\_\_\_  
**COMMISSIONER EVERETTE D. ALFRED**  
 Precinct No. 4

**DISCLAIMER: THIS SAMPLE DRAFT DOCUMENT WAS DEVELOPED BY TDA'S OFFICE OF RURAL AFFAIRS AND DOES NOT INCLUDE ALL APPLICABLE PROVISIONS. THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. PLEASE CONSULT WITH YOUR LEGAL COUNSEL WITH RESPECT TO ITS COMPLETION OR MODIFICATION TO INSURE THAT IT IS IN COMPLIANCE WITH ANY APPROPRIATE LOCAL, STATE AND FEDERAL LAWS APPLICABLE.**

## SAMPLE CONSTRUCTION CONTRACT

**Project Number:** (IFB 17-008/JW)

**Project Name:** Cheek Phase V – Cheek Community Sewer Improvements,  
(Grinder Pump and Force Main Installation)

**THIS AGREEMENT** madet his the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ (a corporation organized and existing under the laws of the State of \_\_\_\_\_) (a partnership consisting of \_\_\_\_\_) (an individual trading as \_\_\_\_\_) hereinafter called the "Contractor", and Jefferson County, Texas hereinafter called the "County."

**Scope of Work:** In accordance with Jefferson County Invitation for Bid (IFB 17-008/JW), Cheek Phase V – Cheek Community Sewer Improvements (Grinder Pump and Force Main Installation), CONTRACTOR will: furnish all labor, material and equipment, and perform all work necessary for the installation of twenty-three (23) new Grinder Pump Units and a Low Pressure Sewer Force Main in the Cheek Community; in accordance with drawings, specifications, and addenda-if applicable as prepared by LJA Engineering, Inc. and Action Civil Engineers, PLLC. Funding for this project has been made available by Texas Community Development Block Grant funds from the Texas Department of Agriculture.

**WITNESSETH**, that the Contractor and the County for the considerations stated herein mutually agree as follows:

**ARTICLE 1. Statement of Work.** The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the Project; namely, \_\_\_\_\_ for the \_\_\_\_\_ Texas Community Development Block Grant (TxCDBG) project, all in strict accordance with the contract documents including all addenda thereto, numbered \_\_\_\_\_, dated \_\_\_\_\_ and \_\_\_\_\_, all as prepared by \_\_\_\_\_ acting and in these contract documents preparation, referred to as the "Engineer".

That for and inconsideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER) and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follow: and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the Notice to Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore, as prepared by LJA Engineering, Inc. & Action Civil Engineers, PLLC., herein entitled the ENGINEER, each of which has been identified by the CONTRACTOR and the ENGINEER, together with the CONTRACTOR'S (IFB 17-008/JW), Cheek Phase V – Cheek Community Sewer Improvements (Grinder Pump and Force Main Installation) Page 24 of 161

written proposal, the General Conditions of the Agreement, the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

**ARTICLE 2. The Contract Price.** The County will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the *unit prices* stipulated in the Bid for the several respective items of work completed subject to additions and deductions as provided in \_\_\_\_\_ hereof.

**ARTICLE 3. The Contract.** The executed contract documents shall consist of the following components:

- a. This Agreement (pgs. 1-3)
- b. Addenda
- c. Invitation for Bids
- d. Instructions to Bidders
- f. General Conditions, Part I
- g. Special Conditions
- h. Technical Specifications

i. Drawings

*Drawings)*

e. Signed Copy of Bid

*(as listed in the Schedule of*

j. [Add any applicable documents]

**ARTICLE 4. Performance.** Work, in accordance with the Contract dated \_\_\_\_\_, shall commence on or before \_\_\_\_\_, \_\_\_\_\_, and Contractor shall complete the WORK within \_\_\_\_\_ consecutive calendar days thereafter. The date of completion of all WORK is therefore \_\_\_\_\_.

SAMPLE

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in *triplicate* (Note 3) original copies on the day and year first above written. (Note 3)

\_\_\_\_\_  
(The Contractor)

By \_\_\_\_\_ [Note 4]

Title \_\_\_\_\_

\_\_\_\_\_  
(County)

By \_\_\_\_\_

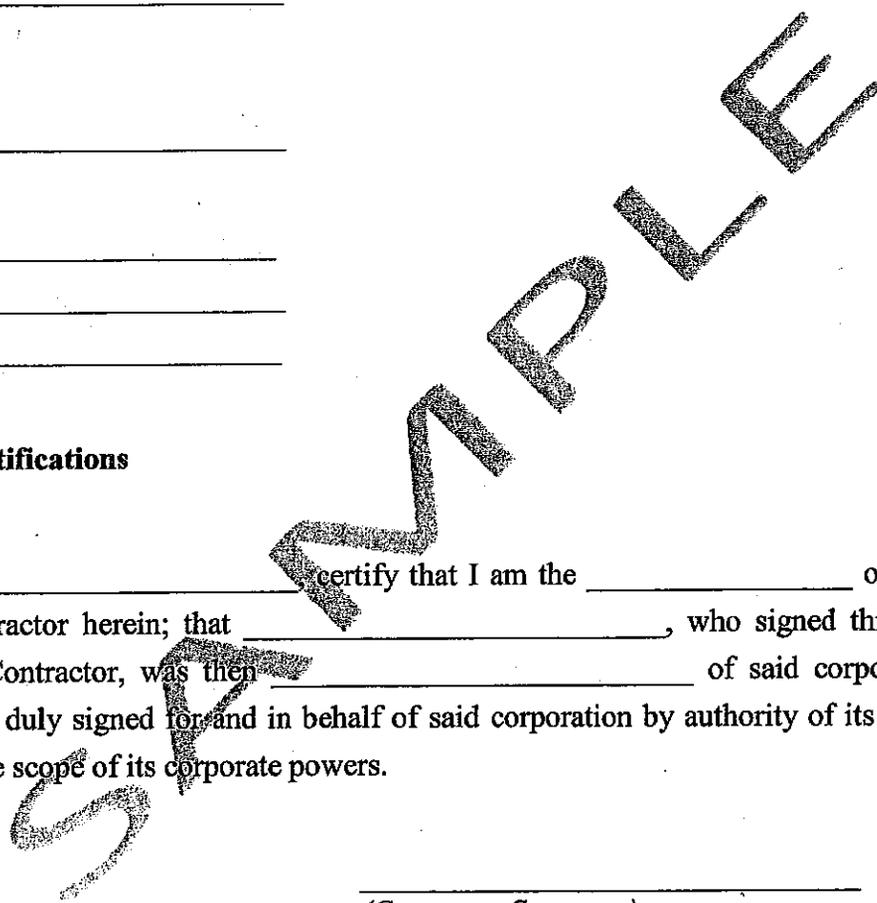
Title \_\_\_\_\_

**Corporate Certifications**

I, \_\_\_\_\_ certify that I am the \_\_\_\_\_ of the corporation named as Contractor herein; that \_\_\_\_\_, who signed this Agreement on behalf of the Contractor, was then \_\_\_\_\_ of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate  
Seal

\_\_\_\_\_  
(Corporate Secretary)



# GENERAL CONDITIONS - PART I FOR CONSTRUCTION

## 1. Contract and Contract Documents

- (a) The project to be constructed pursuant to this contract will be financed with assistance from the Texas Department of Agriculture - Office of Rural Affairs through a Community Development Block Grant (TxCDBG) and is subject to all applicable Federal and State laws and regulations.
- (b) The Plans, Specifications and Addenda shall form part of this contract and the provisions thereof shall be binding upon the parties as if they were herein fully set forth.

## 2. Definitions

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

- (a) The term "Contract" means the Contract executed between (Jefferson County), hereinafter called the "County" and (Name of Construction Co.), hereinafter called "Contractor", of which these GENERAL CONDITIONS, form a part.
- (b) The term "Project Area" means the area within the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.
- (c) The term "Engineer" means (LJA Engineering, Inc.), Engineer in charge, serving the County with architectural or engineering services, his successor, or any other person or persons, employed by the County for the purpose of directing or having in charge the work embraced in this Contract.
- (d) The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings).

## 3. Supervision by Contractor

- (a) Except where the Contractor is an individual and personally supervises the work, the Contractor shall provide a competent superintendent, satisfactory to the Engineer, on the work at all times during working hours with full authority to act as Contractor's agent. The Contractor shall also provide adequate staff for the proper coordination and expediting of his work.
- (b) The Contractor shall be responsible for all work executed under the Contract. Contractor shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

## 4. Subcontracts

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

- (d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work and required compliance by each subcontractor with the applicable provisions of the Contract, including Section 3 requirements.
- (e) Nothing contained in the Contract shall create any contractual relation between any subcontractor and the County.

5. Fitting and Coordination of Work

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

6. Payments to Contractor

(a) Partial Payments

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

(b) Final Payment

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

(c) Payments Subject to Submission of Certificates

Each payment to the Contractor by the County shall be made subject to submission by the Contractor of all written certifications required of it and its subcontractors.

**(d) Withholding Payments**

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

**7. Changes in the Work**

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

**8. Claims for Extra Cost**

- (a) If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the County, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

- (b) Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.
- (c) Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall be reported at once to the County and work shall not proceed except at the Contractor's risk, until written instructions have been received from the County.
- (d) If, on the basis of the available evidence, the County determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

9. Termination, Delays, and Liquidated Damages

(a) Right of the County to Terminate Contract for Convenience

County may at any time and for any reason terminate Contractor's services and work at County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor

shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against County for any additional compensation or damages in the event of such termination and payment.

(b) Right of the County to Terminate Contract for Cause

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

## (c) Liquidated Damages for Delays.

If the work is not completed within the time stipulated in the applicable bid for Lump Sum or Unit Price Contract provided, the Contractor shall pay to the County as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of 500.00 dollars for each calendar day of delay, until the work is completed. The Contractor and Contractor's sureties shall be liable to the County for the amount thereof.

## (d) Excusable Delays.

- 1) The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:
- 2) Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
- 3) Any acts of the County;
- 4) Causes not reasonably foreseeable by the parties to this Contract at the time of execution which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, terrorism, war, acts of another Contractor in the performance of some other contract with the County, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.
- 5) Provided, however, that the Contractor promptly notifies the County within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the County shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the County shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

10. Assignment or Novation

The Contractor shall not assign nor transfer, whether by assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the County. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, Contractors, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

11. Technical Specifications and Drawings

Anything mentioned in the Technical Specifications and not shown on the Drawings or vice versa, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the County for review. Contractor shall be liable for any issues or expenses in the event the discrepancy is not submitted to the County.

12. Disputes – Reserved.13. Shop Drawings

- (a) All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in 6 copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only

at Contractor's own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the contract time shall be granted by reason of his failure in this respect.

- (b) Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time, otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.
- (c) If a shop drawing is in accordance with the contract or involves only minor adjustment in the interest of the County not involving a change in contract price or time, the engineer may approve the drawing. The approval shall not relieve the Contractor from responsibility to adhere to the contract or for any error in the drawing.

#### 14. Requests for Supplementary Information

It shall be the responsibility of the Contractor to make timely requests of the County for any additional information which should be furnished by the County under the terms of this Contract, and which is required in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provision of this section.

#### 15. Materials and Workmanship

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

#### 16. Samples, Certificates and Tests

- (a) The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.
- (b) Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in making a prompt decision regarding the acceptability of the sample. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.
- (c) Approval of any materials shall be general only and shall not constitute a waiver of the County's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.
- (d) Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
- 1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
  - 2) The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;
  - 3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;
  - 4) The County will pay all other expenses.

#### 17. Permits and Codes

- (a) The Contractor shall give all notices required by and comply with all applicable federal and state laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the drawings and technical specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the County. Where the requirements of the drawings and technical specifications fail to comply with such applicable ordinances or codes, the County will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.
- (b) If necessary, the Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time work is commenced until final completion and acceptance.
- (c) Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the drawings and technical specifications), the Contractor shall remove such work without cost to the County.

- (d) The Contractor shall at his own expense, secure and pay for all permits for street pavement, sidewalks, shed, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.
- (e) The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements contained in this Contract.
- (f) The Contractor will be required to make arrangements for and pay the water, electrical power, or any other utilities required during construction.
- (g) During construction of this project, the Contractor shall use every means possible to control the amount of dust created by construction. Prior to the close of a day's work, the Contractor, if directed by the County, shall moisten the surrounding area to prevent a dusty condition.

18. Care of Work

- (a) The Contractor shall be responsible for all damages to person or property that occur as a result of its fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.
- (b) In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the County is authorized to act to prevent such threatened loss or injury. Contractor shall follow all instructions of County.
- (c) The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and shall be responsible for completely repairing any damage thereto caused by the operations.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as maybe necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements included in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the County from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the County may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

19. Accident Prevention

- (a) No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Department of Labor.
- (b) The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.
- (c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the County with reports concerning these matters.

- (d) The Contractor shall indemnify and hold harmless the County from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.
- (e) The Contractor shall provide trench safety for all excavations more than five feet deep prior to excavation. All OSHA Standards for trench safety must be adhered to by the Contractor.
- (f) The contractor shall at all times conduct work in such a manner as to ensure the least possible inconvenience to vehicular and pedestrian traffic. At the close of the work each day, all streets where possible in the opinion of the County, shall be opened to the public in order that persons living in the area may have access to their homes or businesses by the use of the streets. Barricades, warning signs, and necessary lighting shall be provided to the satisfaction of the County at the expense of the Contractor.

## 20. Sanitary Facilities

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

## 21. Use of Premises

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

## 22. Removal of Debris, Cleaning, Etc.

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

## 23. Inspection

- (a) All materials and workmanship shall be subject to inspection, examination, or test by the County and Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The County shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the County may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any Monies which may be due the Contractor, without prejudice to any other rights or remedies of the County.
- (b) The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the County will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the technical specifications.
- (c) The Contractor shall notify the County sufficiently in advance of back filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the County, the

Contractor shall uncover for inspection and recover such facilities at Contractor's expense, when so requested by the County.

- (d) Should it be considered necessary or advisable by the County at any time before final acceptance of the entire work to make an examination of work already completed, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be reimbursable and if completion of the work of the entire Contract has been delayed, a suitable extension of time will be approved.
- (e) Inspection of materials and appurtenances to be incorporated in the improvements included in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the technical specifications, shall be final, except as regards to: (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.
- (f) Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the County or its agents shall relieve the Contractor or its sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

24. Review by County

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

25. Final Inspection

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

26. Deduction for Uncorrected Work

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

27. Insurance

The Contractor shall not commence work under this contract until all required insurance (as specified in Bid Specifications) have been secured and approved by the County.

- (a) **Public Liability (Including Products & Completed Operations), Excess Liability, and Property Insurance:**  
The contractor shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements as specified in the bid specifications. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability. All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

- (b) **Worker's Compensation Insurance:** The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance as required by the State of Texas for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance.
- (c) **Proof of Insurance:** The Contractor shall furnish the County with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the County." The Certificate of Insurance shall name Jefferson County as additional insured, with actual policy wording or endorsement showing as such.

28. Warranty of Title

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

29. Warranty of Workmanship and Materials

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

30. Job Offices

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

31. Partial Use of Site Improvements

The County may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the technical specifications and if in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodation for which it was intended, provided:

- (a) The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.

- (b) The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.
- (c) The period of guarantee stipulated in Section 29 hereof shall not begin to run until the date of final acceptance of all work which the Contractor is required to construct under this Contract.

32. Local Program Liaison

For purposes of this Agreement, the [e.g. County Judge] or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

33. Access to Information

(a) The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to close out the County's TxCDBG contract with TDA.

(b) Contractor shall include the substance of this clause in all subcontracts it awards.

34. Records Retention

(a) The Contractor shall retain all required records for three years after the County makes its final payment and all pending matters are closed.

(b) Contractor shall include the substance of this clause in all subcontracts it awards.

35. Resolution of Program Non-Compliance and Disallowed Costs

In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Contract and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]*

If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

36. Compliance with Davis-Bacon Act

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-

Kickback Act hereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (a copy of which is attached as Attachment and herein incorporated by reference), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the County for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated 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 Section 5.5 (a) (1) (iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

The Contractor and its subcontractors shall not, by any means, induce any person employed in the construction, completion, or repair of public work, give up any part of the compensation to which he or she is otherwise entitled. The County must report all suspected or reported violations to TDA.

### 37. Conflicts of interest.

- (a) Governing Body. No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of TxCDBG award between TDA and the County, shall have any personal financial interest, direct or indirect, in the Contractor or this Contract; and the Firm shall take appropriate steps to assure compliance.
- (b) Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the County, shall have any personal financial interest, direct or indirect, in the Contractor or this Contract; and the Contractor shall take appropriate steps to assure compliance.
- (d) The Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the County or this Contract. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the County or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

### 38. Debarment and Suspension (Executive Orders 12549 and 12689)

The Contractor certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Contract is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

### 39. Anti-Lobbying

Contractor shall file the required certification: The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) 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.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

40. 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, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 40 hours in such work week, as the case may be.

41. Clean Air Act and the Federal Water Pollution Control Act

The Contractor or subcontractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

42. Equal Opportunity Clause [applicable to contracts and subcontracts over \$10,000].

During the performance of this contract, the Contractor agrees as follows:

- (a.) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (b.) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (c.) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other

employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (d.) 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.
- (e.) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (f.) 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.
- (g.) 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.
- (h.) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) 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.

43. Section 109 of the Housing and Community Development Act of 1974.

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

44. Section 504 Rehabilitation Act of 1973, as amended.

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

45. Age Discrimination Act of 1975.

The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

*[If this Contract is greater than \$100,000, include the following Section 3 language:]*

46. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns

- (a) The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low -and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- (c) The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- (e) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
- 24 CFR part 135 establishes the following minimum numerical thresholds:
    - For Hiring: 30% (1 in 3) of the aggregate number of project new hires must be Section 3 Residents.
    - For Contracting: At least 10% of the total dollar amount of all Section 3 covered work must be awarded to Section 3 Business Concerns.
  - A Section 3 Resident is a low- or very-low income individual residing in the County in which project is taking place, and whose annual household income does not exceed specified HUD limits for said County.
  - A Section 3 Business Concern is defined as (1) A business that is 51% or more owned by Section 3 residents; or (2) Whose permanent, full time employees include persons, at least 30% of whom are currently Section 3 Residents, or within three years of date of first employment with business concern were Section 3 Residents; or (3) That provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of

“Section 3 Business Concern.”

(f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

(g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

47. Contract Documents and Drawings

The County will furnish the Contractor without charge 2 copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost.

48. Contract Period

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

49. Liquidated Damages

Since the actual damages for any delay in completion of the work under this contract are impossible to determine, the Contractor and his Sureties shall be liable for and shall pay to the County the sum of Five Hundred Dollars (\$ 500.00) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated time for completion

50. Gender Neutral - Gender References

When necessary, unless the context clearly requires otherwise, any gender-specific or gender-neutral term in this Contract (for example, he, she, it, etc.) is to be read as referring to any other gender or to no gender.

## § 135.38 Section 3 clause.

### ~~§ 135.38 Section 3 clause:~~

All section 3 contracts shall include the following clause (referred to as the section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

# Local Opportunity Plan

LOCAL OPPORTUNITY PLAN  
SECTION 3 PLAN FORMAT  
CONTRACTOR or SUBCONTRACTOR  
(if either contract exceeds \$100,000.00)

BDS Construction LLC  
dba MC Construction agrees to implement the following  
(NAME OF CONTRACTOR)

specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City/County of Jefferson.

- A. To ascertain from the locality's CDBG/DRS program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the City/County the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U. S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. \* To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Plan including utilization goals and the specific steps planned to accomplish these goals.
- E. \* To ensure that subcontracts, which are typically let on a negotiated rather than a bid basis, in areas other than Section 3 covered project areas, are also let on a negotiated basis whenever feasible, if let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
- G. To ensure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as the Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.

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Section 3 Plan, CDBG/DRS Round 1



# Table B

TABLE B

ESTIMATED PROJECT WORKFORCE BREAKDOWN

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Job Category	Total Estimated Positions	No. Positions Currently Occupied By Permanent Employees	No. Positions Not Currently Occupied	No. Positions To Be Filled w/LIPAR*
Officers/Supervisors	2	2	0	0
Professionals				
Technicians				
Housing Sales/Rental/Mgmt.				
Office Clerical				
Service Workers				
Others				

**SPECIFY TRADE CLASSIFICATION:**

Journeyman				
Apprentices				
Maximum No. Trainees				
Others operator	2	2	0	0

**SPECIFY TRADE CLASSIFICATION:**

Journeyman				
Apprentices				
Maximum No. Trainees				
Others skilled labor	4	4	0	0

**SPECIFY TRADE CLASSIFICATION:**

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

\*Lower Income Project Area Residents. Individuals residing within the City/County of \_\_\_\_\_ whose family income does not exceed 80% of the median income in the State.

*[Signature]*  
(EEO Officer's Signature)

*[Signature]*  
BDS Construction LLC  
dba ME Construction  
(COMPANY NAME)

USE ADDITIONAL PAGES IF NECESSARY

SECTION 3 CERTIFICATION OF SELECTED BIDDER

Completed by Prime Contractor Only

BDS CONSTRUCTION LLC dba MK CONSTRUCTORS Cheek Phase V Cheek Community Sewer Improvement  
Name of Prime Contractor Project Name and Number

The undersigned hereby certifies that:

(Complete Section I or II)

I. A. The positions listed under part B that have been filled by (Name of Prime Contractor)

since being notified of contract selection on (Date of Award/Selection)

were not filled to circumvent the contractor's obligations to provide employment opportunities, including training positions, for Section 3 residents, as required by Section 3 residents of the Housing & Urban Development Act of 1968 and the implementing regulations, 24 CFR Part 135.

B. Employment Positions filled since (Date of Contract Award/Selection)

Blank lines for listing employment positions.

OR

II. No employment positions have been filled since 10/20/2017 (Date of Contract Award/Selection)

\* Mike Brown Name of Signatory (print or type)

Vice President Title of Signatory

\* Michael Ben Signature

10/23/17 Date

NOTICE: This certification must be made BEFORE contract execution (24 CFR 135 135.38 (e))

**CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING SECTION 3 AND SEGREGATED FACILITIES**

BDS CONSTRUCTORS LLC  
dba MK Constructors  
Name of Subcontractor

Cheek Phase V  
Cheek Community  
Project Name Sewer Improvements

Contract Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract;
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000);
- (c) Tables A and B were prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000); and
- (d) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Mike Brown V.P.  
Name & Title of Signer (Print or Type)

\* Michael Ben  
Signature

10/20/17  
Date

## Federal Labor Standards Provisions

U.S. Department of Housing  
and Urban Development  
Office of Labor Relations

## Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (I) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made 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 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(II) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona 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 HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(III) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (1) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 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 of the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0148.)

(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;

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(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR §.12.

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 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 Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in 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 who is not registered and participating in a training plan approved by

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the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(III) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 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 will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as 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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (I) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(II) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(III) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; Liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible 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 subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

## TITLE 29--Labor

### Subtitle A--OFFICE OF THE SECRETARY OF LABOR

#### PART 3--CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

##### SEC.

- 3.1 Purpose and Scope
- 3.2 Definitions
- 3.3 Weekly Statement with respect to payment of wages
- 3.4 Submission of weekly statement and the preservation and inspection of weekly payroll records
- 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
- 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
- 3.7 Applications for the approval of the Secretary of Labor
- 3.8 Action by the Secretary of Labor upon applications.
- 3.9 Prohibited payroll deductions
- 3.10 Method of payment of wages
- 3.11 Regulations part of contract

**AUTHORITY:** The provisions of this Part 3 issued under R.S. 161, sec.2, 48 STAT. 548; Reorg. Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

**SOURCE:** The provisions of this Part 3 appear at 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

##### § 3.1 Purpose and scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the

Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. This part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

##### § 3.2 Definitions.

As used in the regulations in this part:

(a) The terms *building* or *work* generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, staking, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a *building* or *work* within the meaning of the regulations in this part.

(b) The terms *construction*, *prosecution*, *completion*, or *repair* mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms *public building* or *public work* include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal

agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term *building or work financed in whole or in part by loans or grants from the United States* includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is *employed* and receiving wages, regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term *any affiliated person* includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term *Federal agency* means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

[29 FR 87, Jan. 4, 1964, as amended at §§ FR 32575, Nov. 27, 1973]

**§ 3.3 Weekly statement with respect to payment of wages.**

(a) As used in this section, the term *employee* shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3

and part 5 of this title during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on the back of Form WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Copies of Form WH 347 may be obtained from the Government contracting or sponsoring agency or from the Wage and Hour Division Web site at <http://www.dol.gov/es/whd/forms/wh347instr.htm> or its successor site.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 FR 97, Jan. 4, 1964, as amended at 33 FR 10188, July 17, 1968; 47 FR 23679, May 28, 1982; 73 FR 77511, Dec. 19, 2008; § 3.4 **Submission of weekly statements and the preservation and inspection of weekly payroll records.**

(a) Each weekly statement required under § 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

(Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215-0017)

[29 FR 97, Jan. 4, 1964, as amended at 47 FR 145, Jan. 5, 1982]

**§ 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.**

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A bona fide prepayment of wages is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees; or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents. *Provided, however, That the following standards are met:*

(1) The deduction is not otherwise prohibited by law;

(2) It is either:

(i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for

the obtaining of or for the continuation of employment, or

(ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;

(3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and

(4) The deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments. *Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.*

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under §516.25(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the

employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either

(1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or

(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

**§ 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.**

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

**§ 3.7 Applications for the approval of the Secretary of Labor.**

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9771, May 28, 1971]

**§ 3.8 Action by the Secretary of Labor upon applications.**

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

**§ 3.9 Prohibited payroll deductions.**

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

**§ 3.10 Methods of payment of wages.**

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

**§ 3.11 Regulations part of contract.**

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

## Statement of Bidders Qualifications Form

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 it desires.

Date: 10/23/17

Bidder (Legal Name of Firm): BDS Construction LLC dba MCK Construction

Date Organized: 10/2011

Address: 16736 JH 10  
Vidor TX 77662

Date Incorporated: 10/2011

Federal ID Number: 45-3567082

Number of Years in contracting business under present name 6 years

List all other names under which your business has operated in the last 10 years:

N/A

**Work Presently Under Contract:**

Contract	Amount \$	Completion Date
<u>See attached</u>		

Type of work performed by your company: Civil - ROW - Underground Utilities

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):

Personnel - 0 See attached

Have you ever failed to complete any work awarded to you?  Yes  No  
(If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract?  Yes  No  
(If yes, please attach summary of details on a separate sheet.)

Continued on Next Page

# Statement of Bidders Qualifications Form (Continued)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five year period or is still in effect?  Yes  No

(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization.)

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

Project	Amount \$	Mo/Yr Completed
<u>See attached</u>		

Major equipment available for this contract: See attached

Are you in compliance with all applicable EEO requirements?  Yes  No  
(If no, please attach summary of details on a separate sheet.)

### Bank References

Address: 229 Dowlen Rd Suite C Contact Name: Joel Foxworth  
 City & State: Bmt NY Zip: 11706 Phone Number: 409-861-2700  
 Credit available: \$ 2m

Has the firm or predecessor firm been involved in a bankruptcy or reorganization?  Yes  No  
(If yes, please attach summary of details on a separate sheet.)

List on a sheet attached hereto all judgements, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

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

Signed this 23 day of Oct, 2017.

\* Michael Ben  
Signature

Mike Brown President  
Printed Name and Title

BDS Constructors LLC  
Company Name dba MK Constructors

Continued on Next Page

# Statement of Bidders Qualifications Form (Continued)

**Notary Statement:**

Mike Brown

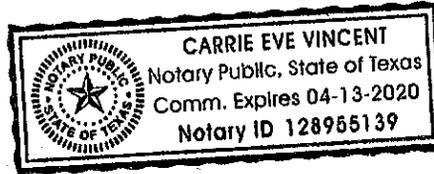
V.P. Position/Title, being duly sworn, says that he/she is the of PPS Construction LLC (Firm Name), and hereby swears that the answers to the foregoing questions and all statements therein contained are true and correct. He/she hereby authorizes and requests any person, firm, or corporation to furnish any information requested County of Jensen in verification of the recitals comprising this Statement of Bidder's Qualifications.

Subscribed and sworn before me this 20 day of Oct, 2017.

Notary Public

\*[Signature]  
Signature

Carrie Vincent  
Printed Name



My Commission Expires: 4/13/20

The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

**Bidder Shall Return Completed Form with Offer.**

# CONTRACTOR CERTIFICATIONS

U.S. Department of Housing and Urban Development

## CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

### INSTRUCTIONS

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

NAME AND ADDRESS OF BIDDER (include ZIP Code)

*BDS Construction LLC dba MK Construction  
116736 I H 10 Vidor LA 70662*

### CERTIFICATION BY BIDDER

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

Yes                       No

The undersigned hereby certifies that:

- The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000).
- The Equal Opportunity clause is included in the Contract (if bid equals or exceeds \$10,000).

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

Yes                       No

NAME AND TITLE OF SIGNER (Please type)

*Mike Brown V.P.*

*\* Michael Ben*  
SIGNATURE

*10/20/17*  
DATE

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
 CONTRACTOR'S CERTIFICATION

**CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

TO (appropriate recipient) <i>Harrison County</i>	DATE <i>10/20/17</i>
C/O	PROJECT NUMBER (if any)
PROJECT NAME <i>Cheek Phase V. Cheek Community Sewer Imp.</i>	

1. The undersigned, having executed a contract with *Harrison County* for the construction of the above-identified project, acknowledges that:

- (a) The Labor Standards provisions are included in the aforesaid contract,
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any subcontractors and any lower tier subcontractors, is Contractor's responsibility.

2. Certifies that:

- (a) Neither Contractor nor any firm, partnership or association in which it has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended.
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. Contractor agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. Certifies that:

(a) The legal name and the business address of the undersigned are:

*BDS CONSTRUCTION LLC  
dba MK CONSTRUCTORS*

(b) The undersigned is (choose one):

(1) A SINGLE PROPRIETORSHIP

(3) A CORPORATION ORGANIZED IN THE STATE OF

*TEXAS*

(2) A PARTNERSHIP

(4) OTHER ORGANIZATION (Describe)

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
<i>Kenneth D. Stewart</i>	<i>President</i>	<i>4615 Regma Ln Bmt Dk 77046</i>
<i>Michael Brown</i>	<i>V.P.</i>	<i>4340 Hwy 1131 Vidor Dk 77062</i>

(d) The names and addresses of all other persons having a substantial interest in the undersigned, and the nature of the interest are:

NAME	ADDRESS	NATURE OF INTEREST
	N/A	

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are:

NAME	ADDRESS	TRADE CLASSIFICATION
	N/A	

BDS CONSTRUCTION LLC  
dba MK CONSTRUCTION  
(Contractor)

Date

10/20/17

By

\* Michael Ben

# NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas

County of Jefferson

Michael Brown being first duly sworn, deposes and says that:

(1) He/She is <sup>(CP)</sup> Vice President of BDS Constructors LLC ALBA MK CONSTRUCTORS, the Bidder that has submitted the attached Bid;

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

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

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

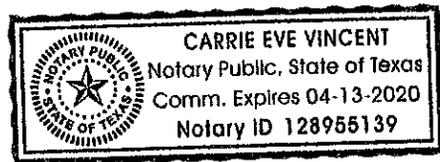
(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \* Michael Brown  
Vice President  
Title

Subscribed and sworn to me this 20 day of Oct

By: [Signature]  
Notary Public

My commission expires 4/13/20



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, \_\_\_\_\_  
\_\_\_\_\_ as PRINCIPAL, and \_\_\_\_\_, as SURETY are  
held and firmly bound unto (County) hereinafter called the "Local Public Agency", in the penal sum of  
\_\_\_\_\_ Dollars, (\$ \_\_\_\_\_), lawful money of the  
United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs,  
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the  
Accompanying Bid, dated \_\_\_\_\_, for \_\_\_\_\_

NOW, THEREFORE, the Principal shall not withdraw said Bid within the period specified therein  
after the opening of the same, or, if no period be specified, within thirty (30) days after the said  
opening, and shall within the period specified therefor, or if no period be specified, within ten (10)  
days after the prescribed forms are presented to him for signature, enter into a written contract with the  
Local Public Agency in accordance with the Bid as accepted, and give bond with good and sufficient  
surety or sureties, as may be required, for the faithful performance and proper fulfillment of such  
contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter  
into such Contract and give such bond within the time specified, if the Principal shall pay the Local  
Public Agency the difference between the amount specified in said Bid and the amount for which the  
local Public Agency may procure the required work or supplies or both, if the latter be in excess of the  
former, then the above obligation shall be void and of no effect, otherwise to remain in full force and  
virtue.

IN WITNESS THEREOF, the above parties have executed this instrument this \_\_\_\_\_ day of  
\_\_\_\_\_, the name and corporate seal of each corporate party being hereto  
affixed and these present signed by its undersigned representative, pursuant to authority of its  
governing body.

(SEAL)

\_\_\_\_\_

(SEAL)

Attest:

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

Affix  
Corporate  
Seal

Attest:

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

Affix  
Corporate  
Seal

Attest:

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

Countersigned

By \_\_\_\_\_

\* Attorney-in-Fact, State of Texas

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the bid bond; that \_\_\_\_\_, who signed the said bond on behalf of the Principal was then \_\_\_\_\_ of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to, on behalf of said corporation by authority of its governing body.

Corporate  
Seal

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

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

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that:

\_\_\_\_\_  
(Name of Contractor or Company)

\_\_\_\_\_  
(Address)

a \_\_\_\_\_, hereinafter called Principal,  
(Corporation / Partnership)

and \_\_\_\_\_  
(Name of Surety Company)

\_\_\_\_\_  
(Address)

hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_  
(Name of Recipient)

\_\_\_\_\_  
(Recipient's Address)

hereinafter called OWNER, in the penal sum of \$ \_\_\_\_\_

Dollars, \$ \_\_\_\_\_ in lawful money of the United States, for this payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONFIDENTIALITY OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_ day of \_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_  
(Project Name)

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUB-CONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUB-CONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counter-parts, each on of (Number) which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_.

ATTEST: \_\_\_\_\_ (Principal) \_\_\_\_\_ By \_\_\_\_\_ (s) (Principal Secretary)

(SEAL)

\_\_\_\_\_  
(Witness as to Principal) (Address)  
\_\_\_\_\_  
(Address)

ATTEST: \_\_\_\_\_ (Surety) \_\_\_\_\_ By \_\_\_\_\_ (Attorney in Fact) (Witness as to Surety) \_\_\_\_\_ (Address) \_\_\_\_\_ (Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

# PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that:

\_\_\_\_\_ (Name of Contractor or Company)

\_\_\_\_\_ (Address)

a \_\_\_\_\_ hereinafter called Principal, and

\_\_\_\_\_ (Name of Surety Company)

\_\_\_\_\_ (Address)

hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_ (Name of Grant Recipient)

\_\_\_\_\_ (Grant Recipient's Address)

hereinafter called OWNER, in the penal sum of \$ \_\_\_\_\_

Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly in these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated the \_\_\_\_ day of \_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

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

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties in all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or (IFB 17-008/JW), Cheek Phase V – Cheek Community Sewer Improvements (Grinder Pump and Force Main Installation) Page 71 of 161

the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_  
counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_

ATTEST: \_\_\_\_\_  
(Principal)  
By \_\_\_\_\_ (s)  
(Principal Secretary)

(SEAL)  
\_\_\_\_\_  
(Witness as to Principal) (Address)  
\_\_\_\_\_  
(Address)

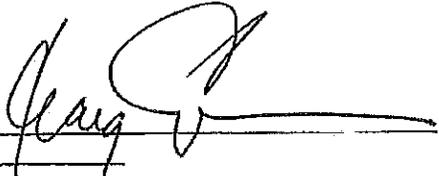
ATTEST: \_\_\_\_\_  
(Surety)  
By \_\_\_\_\_  
(Witness as to Surety) (Attorney in Fact)  
\_\_\_\_\_  
(Address) (Address)

NOTE: Date of BOND must not be prior to date of Contract. If PRINCIPAL/CONTRACTOR is Partnership, all partners should execute BOND.

ATTORNEY'S REVIEW CERTIFICATION

I, the undersigned, CRAIG CLENDENIN, the duly authorized and acting legal representative of the EOS CONTRACTORS, LLC d/b/a MK CONSTRUCTORS, does hereby certify as follows:

I have examined the attached contract(s) and surety bonds and am of the opinion that each of the agreements may be duly executed by the proper parties, acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties; and that the agreements shall constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Attorney's signature:  Date: 10/24/17

Print Attorney's Name: CRAIG CLENDENIN

# ATTORNEY'S REVIEW CERTIFICATION

I, the undersigned, \_\_\_\_\_, the duly authorized and acting legal representative of the \_\_\_\_\_, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and am of the opinion that each of the agreements may be duly executed by the proper parties, acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties; and that the agreements shall constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Attorney's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Attorney's Name: \_\_\_\_\_

Texas State Bar Number: \_\_\_\_\_

## Certification Regarding Lobbying

### Certification Regarding Lobbying

Contract Number: 7216231

Grantee/Locality: JH Cnty

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) 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.
- (c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor BDS CONSTRUCTION LLC certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

\* Michael Brown  
Signature of Contractor's Authorized Official

Michael Brown / Vice President  
Printed Name and Title of Contractor's Authorized Official

10/23/17  
Date

# APPLICABLE DAVIS-BACON WAGES

## Wage Rate Issuance Notice

**A702**

<i>The Davis-Bacon Act requires a valid Wage Decision be included in the bid package and construction contract specifications before bids are opened and be in effect on the date of the construction contract award. Obtain the most current Davis-Bacon wage decisions at <a href="http://www.wdol.gov">www.wdol.gov</a>.</i>	
<b>TxCDBG Contract:</b>	
Grant Recipient Name: <b>County of Jefferson, TX</b>	
TxCDBG Contract #: <b>7216231</b>	
LSO Name:	<b>Wesley McPhail</b>
Detailed Description of Bid Activity:	<small>Installation of first time sewer connections for twenty-three (23) low to moderate income home sites, including replacement of failing septic systems through the installation of approximately two thousand one hundred fifty-six linear feet (2,156 L.F.) of one and one fourth inch (1-1/4") low pressure sanitary service lines, twenty three (23) low pressure sanitary grinder pump units, approximately one hundred fifty linear feet (150 L.F.) of four inch (4") sewer service line from the house connections to the grinder units, mitigation of all existing septic tanks, and all associated appurtenances.</small>
Date LSO Issued Wage Rates:	<b>September 19, 2017</b>
Estimated Bid Opening Date:	<b>October 24, 2017</b>
<b>I have determined that the following General Wage Decision to be applicable for this construction work:</b>	
Wage Decision Number: <b>TX79 M0</b>	Published: <b>1/06/2017</b>
Type of Work (check one): <input checked="" type="checkbox"/> Heavy <input type="checkbox"/> Highway <input type="checkbox"/> Building <input type="checkbox"/> Residential	

**ISSUED BY:**

Name: Wesley McPhail                      Date: September 19, 2017  
 Address: P.O. Drawer 900                      City: Jasper  
 State: Texas                      Zip: 75951                      Phone No: (409) 384 - 3458

**\*\*\*Attach wage decision to this form and retain copy in local files.  
Do not send a copy of this form to TDA\*\*\***

09/01/2016

General Decision Number: TX170079 01/06/2017 TX79

Superseded General Decision Number: TX20160079

State: Texas

Construction Type: Heavy

Counties: Hardin, Jefferson and Orange Counties in Texas.

HEAVY CONSTRUCTION PROJECTS (Including Water and Sewer Lines and Excluding Industrial and Processing Plants, and Refineries)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/06/2017

\* ELEC0479-003 09/26/2016

	Rates	Fringes
ELECTRICIAN.....	\$ 28.50	12.30

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SUTX2000-002 02/11/2000

	Rates	Fringes
Carpenters:		
Form Building/Form Setting..	\$ 13.15	
All Other Work.....	\$ 13.56	
Concrete Finisher.....	\$ 13.50	
Laborers:		
Common.....	\$ 7.41	
Pipelayer.....	\$ 8.29	
Painters:		
Spray and Brush.....	\$ 12.07	
PILEDRIVERMAN.....	\$ 13.65	

PLUMBER.....	\$ 18.28	4.69
Power equipment operators:		
Backhoe.....	\$ 15.55	1.89
Bulldozer.....	\$ 15.00	
Crane.....	\$ 13.77	
Front End Loader.....	\$ 10.63	
Trackhoe.....	\$ 15.60	
Truck drivers:		
Dump.....	\$ 10.00	

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed

in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

#### Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

# CERTIFICATE OF PAYROLL OFFICER

## CERTIFICATE FROM CONTRACTOR APPOINTING OFFICER OR EMPLOYEE TO SUPERVISE PAYMENT OF EMPLOYEES

Note: This certificate must be executed by an authorized officer of a corporation, by a member of a partnership, or the sole owner and submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Copeland Act.

Locality/Grantee: Jefferson County Contract #: 7216231  
 Project Name: Cheek Phase V  
Cheek Community Sewer Improvement  
 Firm: BDS CONSTRUCTORS LLC Date: 10/23/17  
dba MK CONSTRUCTORS

I do hereby certify that I am a contractor on the above-mentioned project and that I have appointed Cassie Vincent whose signature appears below, to supervise the payment of my employees. I further certify that he/she is in the position to have full knowledge of the facts set forth in the payroll documents and in the statement of compliance required by the Copeland "Anti-Kickback" Act which he/she is to execute with my full authority and approval until such time as I submit to the grantee/locality a new certificate appointing some other person for the purposes herein above stated.

Name: Cassie Vincent Insert name, address, phone number & email address of person appointed as payroll officer  
 Address: 116736 IH 10  
 City: Vidor State: TX Zip Code: 77662  
 Telephone No: 409-719-0089 Email Address: Cassie.V@mkconstructors.com  
Cassie Vincent  
 Identifying Signature of Appointee  
Michael Ben ← Title: President ←  
 Signature of Appointing Officer:

# HUD COMPLAINT REGISTER

## Complaint Register

Under Section 3 of the Housing  
And Urban Development Act of 1968

## U.S. Department of Housing and Urban Development

Office of Fair Housing  
and Equal Opportunity

OMB Approval No. 2529-0043 (revised)

(Expires 11/30/2018)

**Instructions:** This form is to be used to report allegations of noncompliance with Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

<b>1. Complainant Information:</b>	
Name of Complainant (Person or organization)	Home Phone
Street Address	Work Phone
City, State, Zip code	
Email Address:	
<b>2. You are: (check all that apply)</b>	
<input type="checkbox"/> Low/Very Low Income Person	<input type="checkbox"/> Section 3 Business
<input type="checkbox"/> Public Housing Resident	<input type="checkbox"/> A Representative of a Section 3 Business
<input type="checkbox"/> HUD Youthbuild Participant	<input type="checkbox"/> Other: _____
<input type="checkbox"/> A Representative of any of the above listed Individuals (Such as: a Low-Income Person or Public Housing Resident)	
<b>3. Basis for alleged noncompliance with Section 3:</b>	
<input type="checkbox"/> Denied Training <input type="checkbox"/> Denied Employment <input type="checkbox"/> Denied Contracting <input type="checkbox"/> Other (see below in item 6)	
<b>4. Complaint is against: (check one or more boxes)</b>	
<input type="checkbox"/> Recipient of HUD Funds (Such: as a PHA, city/county agency, etc.) <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Other (please specify): _____	
<b>5. Who is this complaint being filed against?</b>	
Name of agency, organization, or company:	Business Phone
Street Address	
City, State, Zip code	
Name and identify others (if any) who allegedly violated Section 3 in this case:	

Previous Editions are Obsolete

Page 1 of 9

form HUD-958 (5/2016)

8. How did the HUD recipient, contractor, or subcontractor violate the requirements of Section 3? (Check all that apply – provide documentation, if available)	
HUD Recipient	Contractor and/or Subcontractor
<input type="checkbox"/> Failed to notify Section 3 businesses about contracting opportunities <input type="checkbox"/> Failed to incorporate the Section 3 Clause into covered Section 3 bid solicitations or contracts <input type="checkbox"/> Failed to provide priority consideration to Section 3 businesses for covered contracting opportunities <input type="checkbox"/> Failed to select Section 3 businesses in accordance with the order of priority consideration as set forth in 24 CFR 135.36 <input type="checkbox"/> Failed to award contracts to Section 3 businesses <input type="checkbox"/> Failed to ensure that its contractors/ subcontractors complied with Section 3 requirements <input type="checkbox"/> Knowingly entered into contracts with contractors/ subcontractors that failed to comply with Section 3 requirements <input type="checkbox"/> Failed to notify Section 3 residents about training and/or employment opportunities <input type="checkbox"/> Failed to provide priority consideration to Section 3 residents for employment or training opportunities <input type="checkbox"/> Failed to select Section 3 residents for training or employment opportunities in accordance with the order of priority consideration set forth in 24 CFR 135.34 <input type="checkbox"/> Failed to hire Section 3 residents for new employment opportunities <input type="checkbox"/> Retaliated against the complainant because complainant sought to enforce Section 3 requirements or participated in an investigation or proceeding regarding Section 3 <input type="checkbox"/> Other <hr/>	<input type="checkbox"/> Failed to certify that all employment vacancies filled prior to contract execution were not filled to circumvent Section 3 <input type="checkbox"/> Failed to notify potential subcontractors about Section 3 requirements <input type="checkbox"/> Failed to post notices at the work site regarding Section 3 requirements in accordance with the Section 3 Clause <input type="checkbox"/> Failed to send to each labor organization or representative of workers a notice of Section 3 obligations in accordance with the Section 3 Clause <input type="checkbox"/> Failed to ensure that its subcontractors complied with Section 3 <input type="checkbox"/> Failed to train and/or hire Section 3 residents for new employment opportunities <input type="checkbox"/> Failed to provide priority consideration to Section 3 residents for employment or training opportunities in accordance with 24 CFR Part 135.34 <input type="checkbox"/> Failed to ensure that contracts awarded to subcontractors included the Section 3 Clause <input type="checkbox"/> Failed to award subcontracts to Section 3 businesses <input type="checkbox"/> Failed to award subcontracts to Section 3 businesses in accordance with the order of priority consideration set forth in 24 CFR 135.34 <input type="checkbox"/> Retaliated against the complainant because complainant sought to enforce Section 3 requirements or participated in an investigation or proceeding regarding Section 3 <input type="checkbox"/> Other <hr/>

**7. When did the act(s) checked above occur? (Include the most recent date if several dates are involved):**

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
 Month      Day      Year

\* The date of the last alleged violation or occurrence must be less than 180 days from the date of submission to HUD.

**8. Project name or location where alleged violation occurred? (If applicable):**

Project Name (if applicable): \_\_\_\_\_ Project Number: \_\_\_\_\_

Project Location: \_\_\_\_\_

Local Contracting Agency (LCA): \_\_\_\_\_

**9. Identify the type of HUD funding used by the HUD funding recipient, organization, or contractor that this complaint is filed against: (Check all that apply)**

<input type="checkbox"/> PIH Operating Subsidy	<input type="checkbox"/> Other PIH Assistance	<input type="checkbox"/> Neighborhood Stabilization Program (NSP) Assistance	<input type="checkbox"/> Section 811 Supportive Housing for the Disabled
<input type="checkbox"/> PIH Capital Fund Subsidy	<input type="checkbox"/> Community Development Block Grants (CDBG)	<input type="checkbox"/> Other Community Development Assistance	<input type="checkbox"/> Project Based Housing Vouchers
<input type="checkbox"/> Choice Neighborhood Initiative Grant	<input type="checkbox"/> HOME Investment Partnership Funding	<input type="checkbox"/> Lead-Based Paint	<input type="checkbox"/> Other HUD Housing Assistance
<input type="checkbox"/> HOPE VI Grant	<input type="checkbox"/> McKinney Homeless Assistance	<input type="checkbox"/> Section 202 Supportive Housing for the Elderly	<input type="checkbox"/> Other Covered HUD Funding



### Section 3 of the Housing and Urban Development Act of 1968

Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

The information is given voluntarily and provides the basis for HUD's investigation of the complaint to determine if the allegations of noncompliance are valid. The Department will use the information provided as the basis for its determination of jurisdiction over a complainant's allegations. All information collected complies with the Privacy Act of 1974 and OMB Circular A-108. The information is unique to the processing of complaints alleging noncompliance with the Section 3 statute or implementing regulations. The information collected on this form will only be used by HUD during the investigation and resolution of complaints and will not be shared with persons or parties that are not directly involved with the complaint.

#### What is Section 3 of the Housing and Urban Development Act of 1968?

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 requirements ensure that *when* new jobs or contracts are created during the usage of certain HUD funds, priority consideration is given to low- and very low-income persons residing in the community in which the funds are spent (regardless of race or gender), and to the businesses that substantially employ these persons.

#### Who are Section 3 residents and businesses?

Section 3 residents are:

- Public housing residents; or
- Persons who live in the area where a HUD-assisted project is located and who have a household income that falls below HUD's income limits for low- and very low-income.

Please visit: <http://www.huduser.org/portal/datasets/il.html> to determine the income limits for residents of your community.

A Section 3 business is one that meets one of the following criteria:

- Is 51 percent or more owned by Section 3 residents;
- Employs Section 3 residents for at least 30 percent of its full-time, permanent staff; or
- Provides evidence of a commitment to subcontract to Section 3 business concerns, 25 percent or more of the dollar amount of the awarded contract.

#### What HUD funding does Section 3 cover?

Section 3 applies to any of the following:

- A. Public and Indian Housing programs that receive: (1) Annual contributions for low income housing projects provided pursuant to section 5 of the U.S. Housing Act of 1937, as amended by the Quality Housing and Work Responsibility Act of 1998 (QHWRA); (2) Capital Fund Project assistance provided pursuant to Section 9 of QHWRA; (3) Operating Subsidy assistance provided pursuant to Section 9 of QHWRA.
- B. Housing and community development assistance extended for: (1) housing rehabilitation (including reduction and abatement of lead based paint hazards); (2) housing construction or (3) other public construction projects; and for which the contract and subcontract exceeds \$100,000; and
- C. Certain competitive HUD grant funding, such as: HOPE VI, Choice Neighborhoods, etc.).

### What can you do about violations of the Law?

Remember, Section 3 applies to the awarding of jobs, training programs, and contracts, generated from projects receiving HUD financial assistance. If you believe that, as a low-income person or a Section 3 business concern, the responsibilities to provide economic opportunities under Section 3 have been violated, you have a right to file a complaint within **180 days** of the last alleged occurrences of noncompliance.

Complaints alleging violations of the Section 3 regulatory requirements must be submitted to the appropriate HUD Regional Office of Fair Housing and Equal Opportunity listed below. Please be certain to sign and date this form, where indicated, to ensure prompt complaint processing.

HUD will send the complaint to the appropriate HUD recipient for resolution. If resolution by the recipient fails, HUD will investigate. If HUD finds that the complaint has merit, it will try to end the violation by informal resolution. If conciliation fails, HUD may initiate other steps to enforce the law, including but not limited to suspension and debarment of the recipient or contractors as applicable.

You can obtain assistance in learning about more Section 3 by visiting [www.hud.gov/section3](http://www.hud.gov/section3) or by contacting one of the HUD's Regional Offices of Fair Housing and Equal Opportunity.

**Authority:** Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1968, as amended by the Housing and Community Development Act of 1992, U.S.C. 1701u and implementing regulations at 24 CFR Part 135.

**Purpose:** The information requested on this form is to be used to investigate and process Section 3 complaints.

**Use:** The information requested will be used to process a complaint filed under Part 135. HUD may disclose certain information for Federal, State, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law.

**Penalty:** Failure to provide some or all of the requested information will result in delayed processing or rejection of this complaint for investigation.

### Privacy Act of 1974 (P.L.93-579)

All information collected is provided voluntarily and complies with the Privacy Act of 1974 and OMB Circular A-108. The information is unique to the processing of complaints alleging noncompliance with the Section 3 statute or implementing regulations. The information collected on this form will only be used by HUD during the investigation and resolution of complaints and will not be shared with persons or parties that are not directly involved with the complaint.

## Instructions for completing the Section 3 Complaint Register

- Box 1:** Enter the requested information for the person that is filing the complaint (i.e., the complainant). This person must meet the definition of a Section 3 resident or business.
- Box 2:** Select the appropriate statement that describes your status as a Section 3 resident, businesses, or representative of either.
- Box 3:** Select the appropriate basis for the complaint which you are filing.
- Box 4:** Select the appropriate option that best describes the person or entity that you are filing this complaint against.
- Box 5:** Provide the name, address, and contact information for the person or entity that you are filing this complaint against.
- Box 6:** Select the statement(s) that best describe the alleged actions or omissions undertaken by the person or entity that you are filing this complaint against that are in violation of the requirements of Section 3. If you select "other", please briefly describe the alleged violation on the appropriate line.
- Box 7:** Provide the date that the alleged violation or action occurred. If the alleged act or violation is continuing in nature, please provide the date of the most recent occurrence.
- Box 8:** If this complaint is based upon acts or omissions that occurred at a specific job site, project, or location, please provide information that will allow HUD to identify the specific project that is the subject of the complaint that you are filing.
- Box 9:** Select the appropriate type of covered HUD funding that the recipient, organization, contractor/ subcontractor received or administered.  
**NOTE:** In order for the complaint to be jurisdictional, covered HUD funding must be administered by the recipient, organization, contractor/subcontractor.
- Box 10:** Provide a detailed description of the acts or omissions undertaken by the person or entity that you filing this complaint against. Provide enough specific information to enable HUD to clearly understand the alleged violation and whether it demonstrates noncompliance with the requirements of Section 3.
- Box 11:** Please sign the complaint and enter the current date.  
**NOTE:** By signing and dating this complaint you are affirming that your statements and allegations are true and accurate by penalty of perjury. Complaints must be signed and dated prior to acceptance by HUD for investigation.

**Where to file your complaint:**

Please fax or mail your complaint to the appropriate HUD Regional Office of Fair Housing and Equal Opportunity that has jurisdiction over the state for which you are located or where the alleged violation occurred. Inquiries regarding the status of your complaint should be directed to the appropriate Regional office of FHEO by telephone or email.

<p><b>BOSTON REGIONAL OFFICE</b>            U.S. Department of Housing and Urban Development            New England Office            10 Causeway Street, Suite 308            Boston, MA 02222            (617) 994-8300            (800) 827-5005            Fax: (617) 565-7313            Email: <a href="mailto:complaints_office_01@hud.gov">complaints_office_01@hud.gov</a></p> <p>*Covers the following states: Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont</p>	<p><b>FORT WORTH REGIONAL OFFICE</b>            U.S. Department of Housing and Urban Development            Southwest Office            801 Cherry St., Unit 45, Suite 2500            Fort Worth, TX 76102            (817) 978-5900            (888) 560-8913            Fax: (817) 978-5876            Email: <a href="mailto:complaints_office_06@hud.gov">complaints_office_06@hud.gov</a></p> <p>*Covers the following states: Arkansas, Louisiana, New Mexico, Oklahoma, and Texas</p>
<p><b>NEW YORK REGIONAL OFFICE</b>            U.S. Department of Housing and Urban Development            New York and New Jersey Office            26 Federal Plaza            New York, NY 10278            (212) 264-1290            (800) 496-4294            Fax: (212) 264-9829            Email: <a href="mailto:complaints_office_02@hud.gov">complaints_office_02@hud.gov</a></p> <p>*Covers the following states: New Jersey and New York</p>	<p><b>KANSAS CITY REGIONAL OFFICE</b>            U.S. Department of Housing and Urban Development            Great Plains Office            400 State Avenue            Kansas City, KS 66101            (913) 551-6958            (800) 743-5323            Fax: (913) 551-6856            Email: <a href="mailto:complaints_office_07@hud.gov">complaints_office_07@hud.gov</a></p> <p>*Covers the following states: Iowa, Kansas, Missouri, and Nebraska</p>
<p><b>PHILADELPHIA REGIONAL OFFICE</b>            U.S. Department of Housing and Urban Development            Mid-Atlantic Office            100 Penn Square East,            12<sup>th</sup> Floor            Philadelphia, PA 19107            (215) 861-7646            (888) 799-2085            Fax: (215) 656-3449            Email: <a href="mailto:complaints_office_03@hud.gov">complaints_office_03@hud.gov</a></p> <p>*Covers the following states: Delaware, District of Columbia, Maryland, Pennsylvania, Virginia, and West Virginia</p>	<p><b>DENVER REGIONAL OFFICE</b>            U.S. Department of Housing and Urban Development            Rocky Mountain Office            1670 Broadway            Denver, CO 80202            (303) 672-5437            (800) 877-7353            Fax: (303) 672-5026            Email: <a href="mailto:complaints_office_08@hud.gov">complaints_office_08@hud.gov</a></p> <p>*Covers the following states: Colorado, Montana, North Dakota, South Dakota, Utah, and Wyoming</p>

<p><b>ATLANTA REGIONAL OFFICE</b>  U.S. Department of Housing and Urban Development  Southeast Office  40 Marietta Street  Atlanta, GA 30303  (404) 331-5140  (800) 440-8091  Fax: (404) 331-1021  Email: <a href="mailto:complaints_office_04@hud.gov">complaints_office_04@hud.gov</a></p> <p>*Covers the following states: Alabama, Puerto Rico, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee, and the Virgin Islands</p>	<p><b>SAN FRANCISCO REGIONAL OFFICE</b>  U.S. Department of Housing and Urban Development  Pacific/Hawaii Office  600 Harrison Street  Third Floor  San Francisco, CA 94107  (415) 489-6536  (800) 347-3739  Fax: (415) 489-6560  Email: <a href="mailto:complaints_office_09@hud.gov">complaints_office_09@hud.gov</a></p> <p>*Covers the following states: Arizona, California, Guam, Hawaii, and Nevada</p>
<p><b>CHICAGO REGIONAL OFFICE</b>  U.S. Department of Housing and Urban Development  Midwest Office  77 W. Jackson Boulevard, Suite 2101  Chicago, IL 60604  (312) 353-7776  (800) 765-9372  Fax: (312) 886-2837  Email: <a href="mailto:complaints_office_05@hud.gov">complaints_office_05@hud.gov</a></p> <p>*Covers the following states: Illinois, Indiana, Michigan, Minnesota, Ohio, and Wisconsin</p>	<p><b>SEATTLE REGIONAL OFFICE</b>  U.S. Department of Housing and Urban Development  Northwest/Alaska Office  909 First Avenue  Seattle, WA 98104  (206) 220-5170  (800) 877-0246  Fax: (206) 220-5447  Email: <a href="mailto:complaints_office_03@hud.gov">complaints_office_03@hud.gov</a></p> <p>*Covers the following states: Alaska, Idaho, Oregon, and Washington</p>

### 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 thirty (30) 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.

BDS Constructors LLC  
dba MK Constructors  
Bidder (Entity Name)

\* Michael Brawn  
Signature

116736 I H10  
Street & Mailing Address

Mike Brawn  
Print Name

Vidor TX 77662  
City, State & Zip

10/20/17  
Date Signed

409-769-0089  
Telephone Number

409-769-1288  
Fax Number

CarrieV@mkconstructors.com  
E-mail Address

**Bidder Shall Return Completed Form with Offer.**

# Conflict of Interest Questionnaire

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

Adopted 8/7/2015

**Bidder Shall Return Completed Form with Offer.**

# Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

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

N/A

Adopted 9/7/2015

## 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 contact 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.**

<p><u>Mike Brown</u>                  Printed Name of Authorized Representative</p>	<p><u>Michael Ben</u>                  Signature</p>
<p><u>Vice President</u>                  Title</p>	<p><u>10/24/17</u>                  Date</p>

**Bidder Shall Return Completed Form with Offer.**





# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

## 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

PAGE 3 OF 4

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

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

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

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

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

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

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

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

**Bidder Shall Return Completed Form with Offer.**



## Residence Certification/Tax Form

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

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

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

I certify that \_\_\_\_\_ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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**

\* 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 Mike Brown, who  
(name)

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

"I, Mike Brown am a duly authorized officer of/agent  
(name)  
for BDS Constructors LLC dba MK Constructors and have been duly authorized to execute the  
(name of firm)  
foregoing on behalf of the said BDS Constructors LLC dba MK Constructors  
(name of firm)

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

Name and address of bidder: BDS Constructors LLC dba MK Constructors

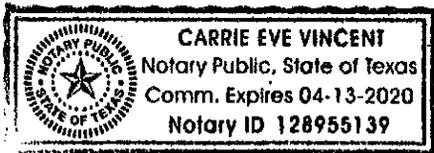
Fax: 409-769-1288 Telephone# 409-769-0089

by: Mike Brown Title: Vice President  
(print name)

Signature: \* Michael Ben

SUBSCRIBED AND SWORN to before me by the above-named Mike Brown on

this the 20 day of Oct, 2017.



[Signature]  
Notary Public in and for  
the State of TX

**Bidder Shall Return Completed Form with Offer.**

**Addendum No. 2 Revised Bid Proposal**  
**Cheek Community Sewer Improvements - Cheek Phase V**  
**Grinder Pump Installation & Force Main**

Jefferson County, Texas  
 TXCDBG Contract No. 7216231/ACE Job No. 115-02

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
1	MOBILIZATION AND DEMOBILIZATION	L.S.	1	Sixteen thousand four hundred fifty		16,450	00	16,450	00
2	FURNISH & INSTALL LPSS GRINDER PUMP STATION INCLUDING PUMP, FIBERGLASS TANK, CONTROLS & HOUSING INCLUDING ELECTRICAL INSTALLATION, AND 4" SEWER CONNECTION FROM HOUSE COMPLETE IN PLACE PER SUMMARY OF WORK	EA.	15	Five thousand five hundred sixty		5560	00	83,400	00
3	ABANDON EXISTING SEPTIC TANK	EA.	15	seventy hundred fifty		750	00	11,250	00
4	1.1/4" HDPE SDR-11 SANITARY SEWER SERVICE LINE, COMPLETE IN PLACE, FROM VALVE BOX TO GRINDER UNIT	L.F.	1,560	Four	hundred	4	50	7,020	00
5	2" PVC SDR-26 SEWER FORCE MAIN COMPLETE IN PLACE INCLUDING SAND ENCASEMENT PER DETAIL	L.F.	532	Thirty Five		35	00	18,620	00
6	DRIVEWAY BORE FOR 2" SEWER FORCE MAIN	L.F.	40	Twenty five		25	00	1,000	00
7	2" 45 DEG. BEND DI-MJ, RESTRAINED W/ MEGA-LUGS	EA.	1	one hundred		150	00	150	00
8	2" GATE VALVE DI-MJ RESTRAINED W/MEGA-LUGS	EA.	1	Four hundred		450	00	450	00
9	6"x2" WYE DI-MJ, RESTRAINED W/MEGA-LUG INSTALLED ON EXISTING FORCE MAIN LOCATED ON BROOKS RD. & DENLEY COMPLETE IN PLACE	EA.	1	Five hundred		500	00	500	00

Bid Proposal

Action Civil Engineers, PLLC. Job # 115-02

**Addendum No. 2 Revised Bid Proposal**  
**Cheek Community Sewer Improvements - Cheek Phase V**  
**Grinder Pump Installation & Force Main**

Jefferson County, Texas  
 TXCDB6 Contract No. 7216231 | ACE Job No. 115-02

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
10	2" TERMINAL CLEANOUT W/VAULT (SEE DETAILS SHEET 5 OF 6) COMPLETE IN PLACE	EA.	1	Four hundred		400	00	400	00
11	LONG SIDE SANITARY SEWER LOW PRESSURE SERVICE LINE FROM FORCE MAIN TO AND INCLUDING VALVE BOX AT PROPERTY LINE INCLUDING TAP SADDLE, 1-1/4" SDR-11 HDPE, FITTINGS, VALVES, & ROADWAY BORE COMPLETE IN PLACE (SEE DETAILS, SHEET 4 OF 6)	EA.	8	Eight hundred		800	00	6,400	00
12	SHORT SIDE SANITARY SEWER LOW PRESSURE SERVICE LINE FROM FORCE MAIN TO AND INCLUDING VALVE BOX AT PROPERTY LINE INCLUDING TAP SADDLE, 1-1/4" SDR-11 HDPE, FITTINGS, & VALVES COMPLETE IN PLACE (SEE DETAILS, SHEET 4 OF 6)	EA.	7	Five hundred		500	00	3,500	00
13	"6.10" ROCK FOR DRIVEWAYS, LOOSE DUMP AND SPREAD MIN. 6" THICK	TON	120	Eighty five		55	00	6,600	00
<b>ITEMS TO BE USED WHEN DIRECTED BY ENGINEER</b>									
14	MAN HOURS WHEN AUTHORIZED BY THE ENGINEER	HOUR	5	Twenty		20	00	100	00
15	TRUCK HOURS WHEN AUTHORIZED BY THE ENGINEER	HOUR	5	Seventy five		75	00	375	00
16	BACK HOE / LOADER HOUR WHEN AUTHORIZED BY THE ENGINEER	HOUR	5	one hundred		100	00	500	00
17	FURNISH & INSTALL 4" PVC FOR ADDITIONAL LINES WHEN AUTHORIZED BY THE ENGINEER.	LF	100	Eight		8	00	800	00

Bid Proposal

Action Civil Engineers, PLLC. Job # 115-02

**Addendum No. 2 Revised Bid Proposal**  
**Cheek Community Sewer Improvements - Cheek Phase V**  
**Grinder Pump Installation & Force Main**

Jefferson County, Texas  
 TXCDBG Contract No. 7216231/ACE Job No. 115-02

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
18	CEMENT STABILIZED SAND BACKFILL 1-1/2 SACK/C.Y. WHEN AUTHORIZED BY THE ENGINEER	TON	5	Ninety		90	00	450	00
19	EXTRA CLASS-A CONCRETE - BULK, COMPLETE IN PLACE WHEN AUTHORIZED BY THE ENGINEER	C.Y.	5	Three hundred		300	00	1,500	00
20	EXTRA CLASS-A CONCRETE - FORMED, COMPLETE IN PLACE WHEN AUTHORIZED BY THE ENGINEER	C.Y.	5	Five hundred		500	00	2,500	00
						TOTAL		1161,965	00
	STATEMENT FOR SEPARATED CONTRACT COMPLIANCE:								
	NON-CONSUMABLE MATERIALS AND EQUIPMENT.....					64,786 <sup>00</sup>		\$ 64,786	00
	SKILLED LABOR, MATERIALS, EQUIPMENT AND TOOLS.....					97,179 <sup>00</sup>		\$ 97,179	00
						TOTAL		\$ 1161,965	00

The undersigned agrees to commence work within ten (10) days after the date of written notice to commence work and to substantially complete the work on which he has bid within 90 calendar days as provided in the General Conditions of the Agreement. Enclosed herewith is a cashier's check, certified check, or bid bond in the sum of 5% of the greatest amount bid which it is agreed shall be collected and retained by the OWNER as liquidating damages in the event this proposal is accepted by the OWNER within sixty (60) days after the date advertised for the reception of bids and the undersigned fails to execute the contract and the required bond with the OWNER, under the conditions hereof, within ten (10) days after the date said proposal is accepted, otherwise said check or bond shall be returned to the undersigned upon demand.

CONTRACTOR: ADS Construction LLC  
Abba MC Construction  
 BY: \* Michael Ben

ADDRESS: 16736 IH 10  
Vidor TX 77602  
 DATE: 10/23/17

Phone: 409-7109-0089

**Addendum No. 2 Revised Alternate Addition Bid Proposal**  
**Cheek Community Sewer Improvements - Cheek Phase V**  
**Grinder Pump Installation & Force Main**

Jefferson County, Texas  
 TXCD86 Contract No. 7216231 (ACE) Job No. 115-02

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
1	FURNISH & INSTALL LFSS GRINDER PUMP STATION INCLUDING PUMP, FIBERGLASS TANK, CONTROLS & HOUSING INCLUDING ELECTRICAL INSTALLATION, AND 4" SEWER CONNECTION FROM HOUSE COMPLETE IN PLACE PER SUMMARY OF WORK	EA.	7	Four thousand three hundred thirty nine		4,339	00	30,373	00
2	ABANDON EXISTING SEPTIC TANK	EA.	7	seven hundred fifty		750	00	5,250	00
3	1 1/4" HDPE SDR-11 SANITARY SEWER SERVICE LINE, COMPLETE IN PLACE, FROM VALVE BOX TO GRINDER UNIT	LF	728	four	FFH	4	50	3,276	00
4	SHORT SIDE SANITARY SEWER-LOW PRESSURE SERVICE LINE FROM FORCE MAIN TO AND INCLUDING VALVE BOX AT PROPERTY LINE INCLUDING TAP SADDLE, 1-1/4" SDR-11 HDPE, FITTINGS, & VALVES COMPLETE IN PLACE (SEE DETAILS, SHEET 4 OF 6)	EA.	2	Five hundred		500	00	1,000	00
5	LONG SIDE SANITARY SEWER LOW PRESSURE SERVICE LINE FROM FORCE MAIN TO AND INCLUDING VALVE BOX AT PROPERTY LINE INCLUDING TAP SADDLE, 1-1/4" SDR-11 HDPE, FITTINGS, VALVES, & ROADWAY BORE COMPLETE IN PLACE (SEE DETAILS, SHEET 4 OF 6)	EA.	5	Eight hundred		800	00	4,000	00
						TOTAL		43,899	00
	STATEMENT FOR SEPARATED CONTRACT COMPLIANCE:								
	NON-CONSUMABLE MATERIALS AND EQUIPMENT .....					17,559	00	17,559	00
	SKILLED LABOR, MATERIALS, EQUIPMENT AND TOOLS.....					24,340	00	24,340	00
						TOTAL		43,899	00

## Special Provisions

Cheek Phase V - Cheek Community Sewer Improvements,  
Grinder Pump and Force Main Installation  
Jefferson County, Texas  
IFB 17-008/JW  
ACE Job No. 115-05

1. The selection of a CONTRACTOR for this project shall be determined by the low responsive, responsible bid for the proposal. The price bid should include the cost of all items outlined in the summary of work to accomplish the respective task.

*Please indicate the number of Calendar Days in the space provided on the PROPOSAL FORMS.*

*Bidders are advised that when an Addendum is issued each Addendum must be recognized by signature and a copy of all signed Addendums must be submitted with Bid.*

It is the intent of these specifications to pay the CONTRACTOR for those items in the proposal, which he performs on. The CONTRACTOR will not be due profit or any other compensation for those items in the proposal, which are not used, not used completely, or for items deleted from this contract.

2. The CONTRACTOR shall provide the OWNER, upon request, with a financial statement and experience record.
3. A mandatory Pre-Bid Conference will be held on Thursday October 12, 2017 at 10:00 AM CST. The conference will be held in the Jefferson County Engineering Department Conference Room located on the fifth floor of the Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas 77701. Any questions should be directed to the ENGINEER, in writing, prior to the bid opening.
4. Where there is conflict of measurement designation between the Specification and the Proposal, the unit of measurement indicated on the Proposal shall prevail.
5. When conflicts exist between the Special Provisions and General Specifications, the Special Provisions shall control.
6. Safety Standards and Accident Prevention

With respect to all work performed under this contract, the CONTRACTOR shall:

- a) Comply with safety standard provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction", published by the

Associated General CONTRACTORS of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of Code Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971.

- b) Exercise every precaution at all times for the prevention of accidents and the protection of person (including employees and property).
7. Any questions arising on the plans and specifications must be submitted to the ENGINEER in writing prior to **BID OPENING**.
8. Regardless of culpability, the CONTRACTOR shall not be allowed to take advantage of any errors or omissions in these plans and specifications or his work orders. The CONTRACTOR is required to notify the ENGINEER of all errors or omissions as soon as he becomes aware of them. Suitable instructions will be given to the CONTRACTOR by the ENGINEER when such errors or omissions are discovered. No compensation for any delay or down time, including time to receive the ENGINEER'S instructions or approval, shall be allowed. Further, any errors and/or omissions contained in the plans and/or specifications do not absolve the CONTRACTOR from ultimate and final responsibility for the successful completion of this project to the satisfaction of the ENGINEER. The degree of detail reflected in the plans or lack of same does not absolve the CONTRACTOR from the necessity of conducting an extensive investigation of the project area prior to submission of his/her bid. The CONTRACTOR will not be due any additional compensation for difficulties arising out of his/her failure to inspect, analyze the actual job site prior to submission of his/her bid.
9. The CONTRACTOR is expected to be completely familiar with the provisions contained in these specifications. The CONTRACTOR will not be allowed any additional payment or extension of time due to difficulties caused by his/her failure to acquaint himself/herself with this document.
10. Any and all work which, in the opinion of the ENGINEER, is necessary to complete the project and which is neither specifically listed and/or identified in the bid proposal items not elsewhere in these specifications, shall be considered incidental to the work and the CONTRACTOR will not be due any additional payment for completion of said required work.
11. Liquidation damages for delay beyond specified time for completion are **\$500.00** per day.

**12. WARRANTY**

The CONTRACTOR and/or his Surety will be required by the OWNER to repair, replace, restore, and/or to make to comply strictly in all things with the contract, and the plans and specifications, and any and all of said work and/or materials which within a period of **One Year** from and after the date of the passing, approval, and/or acceptance of any such work or materials are found to be defective, or to fail in any way to comply with this contract or with the plans and specifications.

13. The OWNER reserves the right to control the sequence of work.
14. Permits, Licenses and Laws
15. The CONTRACTOR shall obtain at his own expenses, all necessary permits and licenses from the proper authorities and shall give all notice required by law or ordinance and shall pay all fees and charges incidental to the due and lawful prosecution for the work and shall comply with all laws, ordinances and regulations relating thereto.
16. Although trade names for materials may have been used in the Proposals and Plans for this project, it is intended that materials of equal quality will be acceptable on approval of the ENGINEER and the OWNER. Approval shall be obtained prior to receiving bids.
17. All materials for this project shall meet AWWA Specifications and requirements.
18. This contract is issued by an organization which qualifies for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise and Use Tax Act as codified in Chapter 151 of the Texas Tax Code.
19. House Bill 1859 provides that retainage can be withheld from payment due the CONTRACTOR, from monthly progress payments for completed work. A 10% retainage will be retained until final payment is made in keeping with the "Texas Community Development Block Grant Program" requirements.
20. Bidders are advised that OWNER reserves the right to reduce any proposal by any amount, in accordance with General Conditions of the Agreement.
21. If a bidder desires to make qualifications in his bid, it shall be done in writing, attached to and submitted with his sealed bid.
22. The CONTRACTOR is responsible for any damage resulting from negligence. The CONTRACTOR will take the necessary steps to prevent these occurrences and damage to OWNERS property or adjacent properties.
23. Utilities: It shall be the CONTRACTOR'S responsibility to contact public and private utility companies in advance of construction, allowing each their respective lead time to locate

and to make adjustment as necessary, of water, electric, telephone and gas mains or service lines. The CONTRACTOR shall also notify various utility companies of proposed work and work schedule. The CONTRACTOR will verify the existing utility or pipelines horizontal and vertical locations prior to initiation of construction. No extra payment will be allowed for any extra excavation incurred or downtime, which results from the required location of existing utilities. CONTRACTOR shall keep a notebook of all location requests. Each notation will contain the following information: **Date, Time, Brief Location Summary, Request ID Number, and Call Back Repair Number.** Any damage to utilities as a result of the CONTRACTOR'S negligence will be repaired to the satisfaction of the OWNER of the damaged utility with no compensation due the CONTRACTOR.

24. All suitable surplus excavated materials will remain the property of the OWNER for use as directed by the engineer. Suitable material may be retained to facilitate site drainage as directed by the ENGINEER.
25. CONTRACTOR shall furnish temporary sanitary facilities at the site, as provided herein, for the needs of all construction workers and others performing work or furnishing services of the project. Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet will be furnished for each 20 workers, and serviced at least once a week. CONTRACTOR shall enforce the use of such sanitary facilities by all personnel at the site.
26. Cement stabilized sand for this Project shall contain 1½ sacks of cement per cubic yard of sand.
27. The cleanup for each respective task shall be included in the unit price bid for each item and shall be full compensation for all labor, materials, equipment, etc., required to complete work as directed by the ENGINEER. This item includes the removal of all surplus materials and debris, final grading as required including the import of material required to raise grade to proper elevation following backfill settlement or excessive soil removal. Any ditches disturbed by the construction shall be restored to their original grade.
28. Ditches along roadways shall be restored to original shape and grade. No additional compensation will be made for restoring ditches rutted during construction.
29. The CONTRACTOR shall notify the Jefferson County Sheriff's Department, Fire Department, prior to closing any existing street or roadway.

30. The CONTRACTOR shall maintain streets and roadways as directed by the ENGINEER. This maintenance shall be limited to that amount required to enable suitable traffic movement. Road shell or other suitable material shall be used to provide suitable surface for traffic on streets, driveways, and shoulders. This task is considered incidental to the work and the CONTRACTOR will not be due any additional payment for this required work.
31. Concrete for this project, when directed, shall be Class A, 4000 psi in 28 days using 1½" maximum size aggregate.
32. Abandon existing septic tanks in place, including plugging all influent and effluent lines, vacuum out wastewater and sludge, hauling and disposal of the wastewater and sludge to an approved facility licensed to receive the waste (contractor will be required to furnish proof of this activity by disposal tickets prior to final payment), break down top and sides one foot (1') below natural ground, backfill and restore surface area to the original shape. Surplus excavated material from Grinder Pump installation, or 1 ¼ Grinder Pump service line may be used for this task.
33. Unit Price Bid for Simplex Grinder Station shall include all the parts and accessories required for fully functional unit and per summary of work and specifications. Control, Electrical Rack and electrical wiring from residents house or service pole to will be included in the Unit Price Bid for Simplex Grinder Station.

All electrical work performed on this project shall be performed by a licensed Electrician. The licensed Electrician shall adhere to all Local and National Electrical Codes.

## Summary of Work

CONTRACTOR shall furnish all labor, materials, equipment, insurance, payroll, taxes, permits and supervision to **Install twenty three (23) new Simplex Grinder Pump Units**. Work task includes but not limited to the following sanitary sewer improvement activities:

### 1. Install Simplex Grinder Pump Units (23 NEW)

Furnish and install **twenty three (23)** fully operational Grinder Pump Units per plans and specifications including but not limited to the following parts and accessories necessary for a complete functional grinder pump unit:

- 1) *One (1)* – Hydromatic HPG200M2-2
- 2) *Four (4)* – Stainless steel pump feet and bolts
- 3) *One (1)* – 24" X 60" fiberglass tank with solid lid and neoprene gasket.
- 4) *One (1)* – Simplex control panel 230 volt 1 phase, with alarm light.
- 5) *Three (3)* – Float switches Conery 21813A302
- 6) *One (1)* – Simplex pipe kit consisting of the following:
  - a) 5' section of schedule 80 PVC 1 ¼"
  - b) PVC elbow 1 ¼".
  - c) PVC check valve TBCD style 1 ¼".
  - d) PVC union. 1 ¼"
  - e) PVC ball valve 1 ¼".
  - f) 1 ¼" male adaptor.
  - g) 1 ¼" adapt-o-flex grommet. (for pump discharge)
  - h) 2" adapt-o-flex grommet. (for electrical conduit)
  - i) 4" adapt-o-flex grommet. (for incoming line)

Work task will also include 1 ¼" SDR-11 HDPE service line from grinder pump to valve box at the property line, connecting 4" gravity line from house plumbing to proposed grinder pump, and abandon existing septic tank.

Contractor is to excavate and install the 24" dia. x 60" deep fiberglass basin, install the grinder pump unit and grinder pump electrical. Contractor is to furnish and place four sacks of sackcrete on the retainer ring and backfill with select material to be provided by the contractor. Set the pump in the basin on existing slide rails, set control box, and 30 amp disconnect (**Contractor Provided**), all necessary electrical conduit, and connect to existing house electrical (contractor may be required to install a separate breaker box to accommodate new grinder pump along with any conduit, wiring and breakers) with a licensed Electrician, all in accordance with National and Local Electrical codes.

Work task will also include 1 ¼" SDR-11 HDPE service line from grinder pump to valve box at the property line, connecting 4" gravity line from house plumbing to proposed grinder pump, and abandon existing septic tank.

Contractor is to excavate and install the 24" dia. x 60" deep fiberglass basin, install the grinder pump unit and grinder pump electrical. Contractor is to furnish and place four sacks of sackcrete on the retainer ring and backfill with select material to be provided by the contractor. Set the pump in the basin on existing slide rails, set control box, and 30 amp disconnect (**Contractor Provided**), necessary electrical conduit and connect to house electrical with a licensed Electrician, all in accordance with National and Local Electrical codes.

## 2. Abandon Existing Septic tanks as Identified

~~Abandon existing septic tanks in place, including plugging all influent and effluent lines, vacuum out wastewater and sludge, hauling and disposal of the wastewater and sludge to an approved facility licensed to receive the waste (contractor will be required to furnish proof of this activity by disposal tickets prior to final payment), break down top and sides one foot (1') below natural ground, backfill and restore surface area to the original shape. Surplus excavated material from Grinder Pump installation, or 1 ¼ Grinder Pump service line may be used for this task.~~

## 3. Residential Grinder Pump Sewage System (LPSS) and Service Lines

Residential Grinder Pump Sewage System (LPSS) Service Lines location will be determined in the field between the contractor, and engineer. The following are the twenty three (23) addresses:

10129 Lawhon	9819 Lawhon	9524 Lawhon
10262 Brooks Road	6602 Boyt Road	7139 Boyt Road
7257 Boyt Road	7446 Boyt Road	7538 Boyt Road
7779 Boyt Road	7948 Boyt Road	8909 MLK
10247 Brooks Road	4408 Denley	7099 Faith
8643 Phillips Street	7145 Faith	

CONTRACTOR shall furnish all labor, materials, equipment, insurance, payroll, taxes, permits and supervision to Install **Low Pressure Sewer Force Main**. Work task includes following sanitary sewer improvement activities:

## 4. Installation of Low Pressure Sewer Force Main

Install approximately 532 L.F. of 2", PVC SDR-26 Class 161 Sewer Force Mains including "Mega-Lug" joint restraints for all valves and fittings. Work task also includes hydrostatic testing of new force main per specifications.

Contractor shall install a detector tape in the same trench as a force main pipe and must be located above and parallel to the force main. The detector tape must bear the label "PRESSURIZED WASTEWATER" continuously repeated in at least 1.5 inch letters. Unit bid price for the force main installation shall include a detector tape. There will be no separate pay item for installing a detector tape.

## 5. Service Lines (See No. 3 Above)

Short side services consist of installing the 1 ¼" FM size Tap Saddle, (Premier), 1 ¼" SDR-11 HDPE, 1 ¼" shut off valve, 1 ¼" check valve and valve box at the property line per Plan Details (See Detail "A" Sheet 4 of 6).

Long sides services will be as noted above but will also include a bore under the roadway. Roadway bore is to be included in price for Long Side Service. Contractor shall take care not to damage the road surface.

**6. Alternate Bid Addition Additional Address**

10307 Brooks Road	9508 Lawhon	8787 MLK
8811 MLK	8567 Landry	7084 Faith
7145 Faith		

# Specifications for Sanitary Sewer Construction

## 1. DEFINITIONS

Whenever the following terms are used in these specifications, their meaning will be construed in accordance with the definitions listed below:

- A. OWNER – Jefferson County (Grantee), acting by and through its duly authorized representative.
- A. ENGINEER – The Director of Public Works and/or authorized firms or individuals.
- B. Inspector – A representative of the Director of Public Works, OWNER or ENGINEER stationed at the site of the work to secure conformity with the plans and specification, to keep a record of the work performed by the CONTRACTOR, and to serve in such other capacities as the ENGINEER may direct.
- C. Plans – The plans shall include all drawings adopted by the OWNER pertaining to the work under this contract and shall include the printed detail drawings, which are a part of these specifications.
- D. Profile – That portion of the plans showing a vertical section along the centerline location of the sewer.
- E. ASTM Specifications – Specifications adopted by the American Society for Testing Materials governing the methods and procedures for manufacturing and testing materials and which bear appropriate alphabetical and numerical designations pertinent to the various items involved.
- F. ASA Specifications – Specifications adopted by the American Standards Association governing the methods and procedures for manufacturing and testing materials and which bear appropriate alphabetical and numerical designations pertinent to various items involved.

## 2. ABBREVIATIONS

The following abbreviations will be used in these specifications and in proposals and contracts:

Cu. Yd. Or C.Y.	Cubic Yards	M.f.b.m.	Thousand feet board meas.
Sq. Yd. Or S.Y.	Square Yards	Lbs.	Pounds Lin. Ft. or
L.F.	Linear Foot	L.S.	Lump Sum
Sq. Ft. or S.F.	Square Foot	R.C.	Reinforced Concrete
Sq. In.	Square Inch	M.R.C.	Monolithic Reinf. Concrete
Min.	Minimum	Max.	Maximum

Other abbreviations, where used, shall be given their generally accepted meaning.

## 3. OTHER SPECIFICATIONS

Special specifications will be furnished where items to be furnished or constructed under the Contract are not covered by these Standard Sewer Specifications. Where provisions of such Special Provisions or Special Specification are in conflict with the Standard Specifications, the Special Specifications shall govern.

#### **4. ACCESS**

The ENGINEER and his duly authorized representatives shall have access to any part of the work at all times.

#### **5. USAGE**

The OWNER shall have the right to use any complete portion of the work at any time prior to the completion of the entire Contract where in the judgment of the ENGINEER, such use will not interfere with the operation of the CONTRACTOR. The use of completed portion of the work by the OWNER does not constitute an acceptance of the work by the OWNER.

#### **6. SITE OF WORK**

The OWNER will furnish all right-of-ways considered necessary by the ENGINEER for the construction of the work under contract as set forth in the General Conditions, however, whenever the CONTRACTOR deems it necessary to make use of private property for field office, space storage yard equipment or materials or for spoiling excess excavated materials, he shall make his own arrangements with OWNERS of such property and shall indemnify and save harmless the OWNER from any damages or claims resulting from such use.

#### **7. TRAFFIC**

- A. The CONTRACTOR is referred to the General Conditions in regard to closing streets to traffic. In general, materials will not be stored in the streets without permission from the ENGINEER, however, when such permission is granted, materials shall be stored so as to obstruct public travel as little as possible and in no case shall there be less than 12 feet width of unobstructed road. Materials and/or parked equipment near the path of traffic shall be protected by warning lights at night. Where sewer trenches are excavated, blocking private driveways, the CONTRACTOR shall provide at his own expense suitable temporary bridges, to permit safe access to the private driveways. Suitable bridges for pedestrians shall be constructed at intersecting walk lines.
- B. Not less than 24 hours before closing any street to traffic, the CONTRACTOR shall notify the Director of the Department of Traffic and Transportation of such necessary closing.
- C. When any sewer trench crosses a dead-end street, the CONTRACTOR shall construct a bridge not less than 16 feet in width to permit ingress and egress to such dead-end street. Such bridge shall be of sufficient strength to carry the traffic normally using such street. The bridge shall be constructed immediately behind the excavating equipment. The start of excavation operations will not be permitted until sufficient material is on hand on the job-site to construct the bridge.

#### **8. BARRICADES, WARNING AND DETOUR SIGNS**

- A. The safety of the public and convenience of traffic shall be regarded as of prime importance during construction. In all respects, public safety and convenience and

provisions therefor, made necessary by the work, shall be the direct responsibility of the CONTRACTOR and shall be performed at his entire expense.

- B. When any section of a street is closed to traffic, the CONTRACTOR shall furnish and maintain at each end of the closed section and at all intersecting streets at a distance of one block on each side of the work, Department of Public Works standard barricades, adequate warning and directing signs, lights, and red flags. All lights shall be kept burning from sunset to sunrise. The CONTRACTOR shall provide and maintain such standard barricades, signs, lights, and flags within the closed portion of the street as may be necessary to protect the work and safeguard local traffic, and only standard signs and barricades shall be used.
- C. The CONTRACTOR will not be permitted to start any operation that will close a street or streets until the required barricades are in place.
- D. Between sunset and sunrise, and at all times when construction operations are not in progress, the CONTRACTOR will provide and maintain a watchman on the site of the work whose prime duty shall be to maintain in a proper position and condition all barricades, warning and directing signs, lights and flags.
- E. No direct compensation will be made to the CONTRACTOR for furnishing watchmen; furnishing, installing and maintaining barricades, warning and detour signs and their subsequent removal; and all other incidentals necessary for the proper direction, safety, and convenience of traffic during the contract period as this work is to be considered subsidiary to the several items for which unit prices are requested in the proposal.

## 9. UNDER-GROUND PIPES, DUCTS AND UTILITIES

- A. It is the intention of the OWNER to show on the plans, the approximate location of all-underground utility lines, and structures except service connections to buildings. Where gas, water and sewer lines exist in the vicinity, the CONTRACTOR should assume that service connections exist to each building.
- B. Where pipes, ducts and other structures are encountered in the excavation, but are not shown on the plans (except service connections as set out above, the ENGINEER will measure in place, all excavation necessary for construction of the sewer that cannot, by reason of the presence of said pipe, duct, or other structure, be performed by the normal trenching machine, or other methods in use on the job. Measurement will be by the cubic yard, in place, without deduction for the space occupied by portions of the pipe, duct or other structure that are left in place across the trench. Payment will be made for the sewer and other installed appurtenances at the contract price in addition to the price paid for the "SPECIAL EXCAVATION".
- C. Payment of the contract price for "SPECIAL EXCAVATION", measured as set out herein, shall be full compensation for all additional expense occasioned by encountering said underground pipe, duct or other structure, including additional equipment, additional work, additional use of equipment, delays, in completion of the work and delays to men and equipment, additional cost of excavation and disposal of excavated materials and of sheeting and shoring and every other item of expense occasioned by encountering said underground pipe, duct or other structure except that where the ENGINEER orders the CONTRACTOR to cut into or patch said pipe, duct or other structure, the CONTRACTOR will be paid for said cutting or patching as extra work.

- D. Where underground pipes, ducts, or other structures are encountered in the excavation for sewer installation the CONTRACTOR shall, at his own expense, take adequate measures to protect them from damage.
- E. Where shown on the plans that the sewer construction will require the removal and replacement of culverts, bridges or other structures, or of excavating beneath such culverts, bridges or other structures, such removal and replacement or otherwise crossing shall be at the CONTRACTOR'S expense, excepting the removal and replacement of surfacing which will be paid for at the contract price.
- F. It shall be the responsibility of the CONTRACTOR to locate such underground installations sufficiently in advance of the trench excavation to preclude damage to same. Sewer pipe crossing trench and carrying small volumes of water may be temporarily disconnected to permit machine excavation at such location provided that any pipe damage in such removal shall be replaced at the expense of the CONTRACTOR with new pipe meeting the same specifications as the old pipe removed. In event pipe removed is not damaged in removal, it shall be reconnected immediately after location is cleared by the excavating machine at no expense to the OWNER. It is the responsibility of the CONTRACTOR to provide and install all necessary bracing, shoring, and sheeting necessary to support all sewer lines or other utilities crossing, projecting into or located near the sewer trench excavation at his own expense. Where it is necessary to plug an existing sewer it shall be the responsibility of the CONTRACTOR to supply suitable plugs on the site before cutting the same.
- G. Where it is considered necessary by the ENGINEER to provide supporting concrete beams for cross sewers due to excessive trench plans or other conditions the CONTRACTOR will make such installation in accordance with detail drawings or instructions issued by the ENGINEER. Payment for such an installation will be made under appropriate items, such as "Extra Reinforcing Steel", "Extra Excavation" and "Extra Concrete".
- H. Payment for "Extra Material", as stated in Specifications – General Conditions, will be made for new material ordered placed in bridges and culverts when the material in the existing structures is not suitable for reuse. Any sound material damaged in removal shall be replaced by the CONTRACTOR and no payment for such material will be made.

## **10. BUILDINGS, POLES, PAVEMENT, TREES, ETC.**

- A. Buildings or other structures along the location of the work shall be fully protected by the CONTRACTOR from damage, which may result from slides or undermining, by adequate underpinning, shoring or bracing as the particular circumstances may require.
- B. Fences located within any permanent or temporary construction easement or along the boundary line between any two adjoining easements may be removed by the CONTRACTOR, but any fences removed shall be replaced in their original conditions and location by men experienced in erecting that type of fence. Unless otherwise specified no additional payment will be made for removing or replacing fences.
- C. Telephone poles, light and power and other poles of similar nature and privately owned signs and similar structures which are not located on private property will be protected and supported by the OWNER, but the CONTRACTOR shall not undermine

or endanger such items until the OWNER has been notified and has taken necessary precautions to protect his interest. ~~Poles within the limits of the required operation will be moved by their OWNERS.~~

- D. Any damage to sidewalks, street pavements, curb and gutter, driveways, drainage structures, street signs, traffic lights or signs, or other public or privately owned property, made by CONTRACTOR'S construction operations and lying outside the normal lines of excavation will be made good by the CONTRACTOR at his own expense. The CONTRACTOR will not be held responsible for damage to the surface of streets resulting from the operation of trucks in connection with the work, provided they are not loaded beyond the legal limit, but he will be held responsible for damage caused by the operation of Crawler type or steel wheeled equipment.
- E. Plants, trees, and shrubbery which are within the right of way within the normal limits of the excavation and between the outside edges of the trenching machine shall, unless otherwise provided, be removed and disposed of by the CONTRACTOR, but the CONTRACTOR shall, where possible, shift the conveyor of the machine from side to side as necessary to avoid cutting plants, trees and shrubbery.
- F. Other plants and trees along the location of the sewer line that may be injured by the trenching operation shall be protected to the satisfactions of the ENGINEER at no expense to the OWNER. Where the plans state the plants, trees and shrubbery shall be removed and replaced, the CONTRACTOR shall employ a competent nurseryman to supervise the removal, care and replanting thereof, and shall replace with equal stock any of the plants, trees, or shrubs that die due to negligence or mishandling. Where the sewer construction is in an easement across private property, the CONTRACTOR may make his own arrangements with the OWNER of the property relative to removal of trees and shrubbery lying outside the limits of the trenching machine.

## 11. FINAL CLEANUP

- A. Upon completion of the work and before acceptance and final payment, the CONTRACTOR shall remove rubbish, unused materials and temporary structures from the limits of the project and restore, in a manner acceptable to the ENGINEER, all property both public and private that has been damaged during the prosecution of the work, and shall level and grade all portions of the work where the surface of the natural ground or street surface has been disturbed during construction, and shall leave the site of the work in a neat and presentable condition, free from ruts or holes.
- B. Materials cleared from the limits of the project shall not be deposited on adjacent property unless prior approval is obtained from the property OWNER involved.
- C. No payment will be made for this work, its cost being included in the unit price bid.

## 12. ORDER OF COMPLETION

- A. Unless otherwise specified or agreed, construction shall start at the lowest point of the sewer and proceed upgrade without gaps so that all completed portions of the sewer will be connected to the outlet and so that any old sewers crossing through the new sewer trench can, if the ENGINEER so orders, be connected to the sewer immediately.

- B. When any portion of the work has been started, the CONTRACTOR shall proceed vigorously with the work through its various phases, including laying of the sewer, manhole construction, backfill, water tamping and cleanup and no extended lapse of time between the completion of one operation and the beginning of the next will be permitted, the various operations being carried on simultaneously where possible.
- C. No more than 900 feet of sewer larger than 24" or 1500 feet of sewer 24" or smaller, within traveled streets, for each trenching machine operation, shall be allowed to remain uncompleted at any one time.
- D. Manhole construction, street replacement, and cleanup are included in these requirements, except that the ENGINEER may order a delay in replacement of street surface material if, in his opinion, the trench is too soft to support same. An authorized delay in one operation does not extend to the other operations, as for example, an authorized delay in setting a manhole casting does not excuse the CONTRACTOR from his obligation to immediately complete cleanup work. The ENGINEER is authorized to refuse to give grades and to stop trenching operations at any time when such additional trench would exceed the 900 foot and 1500 foot limits herein.
- E. Where the work includes a system of sewers on parallel (or nearly parallel) streets in the same area, no excavation shall be started in any street within one block of any parallel street previously excavated, until the said previously excavated street has been backfilled, water tamped and opened to traffic and the order in which the various street are excavated shall otherwise be arranged to minimize interference with fire protection and access to homes and other buildings within the area.

### 13. DAILY REPORTS

Inspectors are required to make daily reports, which, except for the ENGINEER'S record of grades and final measurement, are the sole record of the work performed. The CONTRACTOR shall arrange to have these records signed each day by his authorized representative. It shall be the duty of the CONTRACTOR'S representative to note upon the face of these reports any matter in which his records differ from those of the Inspector. The absence of any such entry CONTRACTOR indicates by the agreement with the Inspector's records, both as to accuracy and as to completeness. All work covered by verbal or written instruction, authorized deviation from the plans or specifications, and a complete record of all regular and extra work performed shall be entered on the daily reports. Should the CONTRACTOR be in complete disagreement with the Daily Report as prepared by the Inspector, he shall so note thereon and make reference thereon to this separate report which shall be submitted to the ENGINEER within two days (Sundays and Legal Holidays excepted).

### 14. TRENCH SAFETY SYSTEMS

- A. DESCRIPTION: This item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project and including all additional excavation and backfill necessitated by the protection system. A trench shall be defined as a narrow excavation (in relation to its length) made below the

surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet.

## **15. CONSTRUCTION METHODS**

- A. Trench safety systems shall be accomplished in accordance with the design set out in the provision of Excavations, Trenching and Shoring, Federal Occupational Safety and Health Administration Standards, 29CFR, Part 1926, Subpart P, as amended, including Proposed Rules published in the Federal Register (Vol. 52, No 72) on Wednesday, April 15, 1987, and any revisions to the "Proposed Rules" issued prior to the bid date. The specifications by reference include Sections 1926-650 through 1926-653. Legislation that has been enacted by the Texas Legislature (H.B. No. 662 and H.B. No. 665) with regard to Trench Safety Systems, is hereby incorporated, by reference, into these specifications.
- B. If the CONTRACTOR elects to use a trench protective system that, in the Proposed Rules, requires "Design by a qualified person or a qualified ENGINEER", (for example, see 1926.652 (b)(3) and 1926.652 (c)(4)), the qualified person or qualified ENGINEER shall be a Professional ENGINEER registered in the State of Texas.

## **16. INSPECTION**

The CONTRACTOR shall make daily inspections of the trench safety systems to ensure that the systems meet OSHA requirements. Daily inspection is to be made by a competent person, provided by the CONTRACTOR. If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the CONTRACTOR to safeguard personnel entering the trench. It is the sole duty, responsibility and prerogative of the CONTRACTOR, not the OWNER or ENGINEER, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The CONTRACTOR shall maintain a permanent record of daily inspections.

## **17. INDEMNIFICATION**

The CONTRACTOR shall indemnify and hold harmless the OWNER, its employees and agents, including the ENGINEER, from any and all damages, costs (including, without limitation, legal fees, court costs, and the cost of investigation), judgements or claims by any one for injury or death of persons resulting from the collapse or failure of trenches constructed under this contract.

## **18. SEWER TRENCHES**

- A. Except as otherwise specified or shown on the plans, all sewers shall be constructed in open cut trenches with vertical slides excavated with a ladder type trenching machine. Excavation for inlet leads and for sewer stubs to be laid transversely across the street may be made with a trench hoe. Excavation, which, because of surface or underground obstruction, would be inaccessible to a ladder type trenching machine, may be made with other suitable types of equipment. Where machines other than ladder-type trenching machines are used, excavated material

composed of large chunks and clods shall not be used for backfilling, and such material shall be disposed of by the CONTRACTOR and other suitable material for backfill shall be provided without additional expense to the OWNER.

- B. Trenches for pipe sewers smaller than 30-inch pipe shall have a width below the top of the pipe bell or other joint of not less than the outside diameter of the pipe plus 12 inches and not more than the outside diameter of the pipe plus 18 inches. Trenches for pipe sewers 30 inches and larger shall have a width below the top of the pipe of not less than the outside diameter of the pipe plus 16 inches and shall be wide enough to permit making up the joints but shall not be wider than the outside diameter of the pipe plus 24 inches.
- C. Where the available right-of-way is not sufficient to permit the use of a trenching machine, the trench may be excavated by other suitable methods. Trenches for sewers 30 inches and larger laid with Class "A" Bedding, having rubber type joints on concrete pipe or joints having resilient properties on clay pipe, made as provided herein under Item 3, 16, per (d) shall have a width below the top of the pipe, of not less than the outside diameter of the pipe, plus 12 inches and not more than the outside diameter of the pipe plus 18 inches. Where test boring logs are shown on the plans, these represent one man's interpretation of borings, usually made by power augers, and were primarily for the ENGINEER'S use in design and in determining approximate quantities of various types of construction. Such information is not in any way guaranteed and the OWNER assumes no responsibility whatever for the accuracy thereof.
- D. Trenches for monolithic sewers shall have a width adjacent to the sewer section equal to the outside diameter of the sewer plus the thickness of any sheathing timber extending below the top of the concrete. Above the tops of pipe bells or monolithic concrete sewers, the width of the trenches may be greater than the limits specified above by an amount sufficient only to permit placing sheathing and bracing timbers and to permit installation of well point headers or manifolds and pumps in the trench where the depth of trench is such as to make it uneconomical to pump from surface installation. Sufficient space must be provided between cross braces to permit handling of forms, pipe, and other materials.
- E. No excavated material shall be deposited on the gravel, shell, asphalt, concrete or other paved area of any roadway or sidewalk, or on any lawn, garden or shrubbery and such material shall be handled in such manner as not to obstruct drainage. Where necessary for compliance with this provision, the material shall be hauled.

## 19. DEWATERING TRENCH

No sewer pipe or monolithic sewer shall be laid in a trench in the presence of water. All water shall be removed from trench sufficiently ahead of the sewer placing operation to insure a dry, firm bed on which to place the sewer, and the trench will continue to be dewatered until after all concrete and mortar is set. Removal of water may be accomplished by bailing, pumping, or pumping in connection with well point installation as the particular situation may warrant.

## 20. SHEETING AND BRACING

- A. Where necessary in the ENGINEER'S opinion, the sides of the trench or other excavation shall be braced and rendered secured to the satisfaction of the ENGINEER.
- B. In sewer trenches and other excavations having vertical sides, sheeting and bracing necessary to support the sides of the excavation in a vertical plane shall be installed. In trenches for monolithic sewers, flooring shall be installed as bracing to support the bottom of the vertical sheeting. Flooring shall be set solidly against undisturbed earth in the bottom of the trench. Where voids are left below the flooring the boards shall be spaced approximately two inches apart to permit the concrete to flow between the boards to fill the voids. In no case shall loose earth be permitted to remain beneath the flooring.
- C. After the excavation has been backfilled and water tamped, steel or other sheeting may be pulled, otherwise sheeting and bracing, once installed may not be removed without the consent of the ENGINEER.

## 21. SURPLUS EXCAVATED MATERIALS

- A. Any surplus excavated material shall be hauled and disposed of as directed by the ENGINEER. If the ENGINEER notifies the CONTRACTOR that the OWNER does not have use for this material, it shall become the property of the CONTRACTOR to dispose of as he wishes without injury to the OWNER or any individual. Where the ENGINEER orders the surplus material removed to some definite place, the CONTRACTOR will be paid for all haul in excess of one quarter mile (1320 feet) at the price bid per yard quarter. No extra compensation will be paid for this work where the haul is within the 1320 limit.
- B. The route over which earth haul is to be made and paid for by the OWNER will be designated by the ENGINEER and shall be the shortest practical route. Earth haul shall be computed by use of cubic yard volume quantities measured in place prior to excavation, and the actual average hauled distance measured to the nearest one-eighth mile from the center of gravity of the site of excavation to the center of gravity of the volume filled and directed. Under conditions of excavation and haul where measurement of volume prior to excavation and haul where measurement of volume prior to excavation is impractical the OWNER may elect to determine such volume quantities by truck measure and the CONTRACTOR will be required to use such methods as necessary to permit obtaining the best practical accuracy.
- C. If excavated material is left on the street, and this material becomes mixed with material excavated by the Water Department, paving CONTRACTORS, the Gas Company, or other public corporations or with that of any other firm, corporation or individual excavating on any of the OWNER'S streets and if the CONTRACTOR does not protect himself by removing his material before anyone else can mix other material with his, or if he does not put up proper partitions or barriers to keep this material separated from the other man's material, then the ENGINEER shall be the sole judge as to who is responsible for this excavated material, and his decision shall be binding on all parties. If the CONTRACTOR does not remove this material when directed by the ENGINEER, the ENGINEER has the right, under this contract and

these specifications to hire trucks and men to remove this material and to deduct the cost of same from any estimate due to the said CONTRACTOR.

## 22. BACKFILLING

- A. Backfilling shall not be started over pipe sewers until all of the steps required under "Pipe Bedding" of "Pipe Sewer, Leads and Stubs" of this specifications, have been completed. Backfilling over pipe sewers with Class "A" bedding shall not be started until the day following the placing of the cement stabilized sand. Backfilling over monolithic reinforced concrete sewers shall not be started until the concrete has a compressive strength of 1000 lbs. per sq. in., for curricular sewer, or 2000 lbs. per sq. in., for box sewers.
- B. Loose earth backfill shall be placed to the top of the existing trench and then the backfill shall be jetted with water by the use of jets from the bottom. These jets shall remain in place until the water appears on the surface. No surface flooding will be allowed for this section of the backfill. After the backfill takes its initial settlement, if the settlement is more than one foot below the proposed or existing pavement or the original ground surface, more earth backfill shall be placed to bring the backfill up to one foot below the proposed or existing pavement. This additional backfill shall be water tamped by surface flooding. The last one foot of backfill up to the existing or proposed pavement or original ground shall be backfilled in layers and compacted by the use of power equipment, tractors, trucks, etc., to not less than 100% of the density of the original undisturbed soil.
- C. The cost of backfilling as described above, together with all work and expense incidental thereto, shall be included in the price of the work constructed and no separate compensation will be made thereof.

## 23. SPECIAL BACKFILL

- A. Where backfill with special materials is included as a pay item ("Special Backfill") the materials used will be paid for as indicated on bid proposal, which shall be full compensation for furnishing and placing the material, for disposal of excess earth displaced thereby and for all other work and expense incident thereto necessary to complete the work.
- B. Where "Special Backfill" is placed in a trench which has been cut wider than is permitted by "SEWER TRENCHES" of "EXCAVATION" in this specification, or has been allowed to cave to a greater width than that specified, the trench shall be backfilled for its entire width with the special material ordered, but no payment will be made for the additional material required on account of the excess trench width.

## 24. EXTRA EXCAVATION

Work performed under this item shall consist of the excavation of material at locations specifically designated by the ENGINEER, and which is not included under other bid items contained in these specifications. "Extra Excavation" will be measured by the cubic yard in its original locations.

## 25. BASIS OF PAYMENT

- A. No direct payment will be made for trench excavation, handling and disposal of excavated material, or backfilling trenches and the cost of such work shall be included in the prices for the sewers, manholes, inlets and other structures and appurtenances. Payment as herein described will be made for "Extra Hauling", "Special Backfill", "Extra Excavation", "Dewatering Trench", "Sheeting and Bracing", and as described under "UNDERGROUND PIPE, DUCTS AND UTILITIES" of "GENERAL" for "Special Excavation" where such work has been ordered by the ENGINEER and performed by the CONTRACTOR. No additional payment will be made for any subsequent additional settlement, which might occur in the backfill after its original completion.
- B. When sewer trenches are excavated through ground that has been previously filled and foreign matter is found in the fill, covered with earth in such a manner as not to be evident from the surface and such foreign matter cannot be removed by the trenching machine, the CONTRACTOR will be paid for necessary removal of such foreign matter, as provided for in extra work. In such cases, no additional payment will be made on account of old trench sheeting or bracing encountered where the excavation crosses old trenches.

## 26. MONOLITHIC REINFORCED CONCRETE SEWERS

- A. DESCRIPTION: The work to be performed under this specification shall consist of the construction of monolithic reinforced concrete sewers complete in place.
- B. Otherwise specified, sewers constructed under this item shall conform to drawings prepared by the OWNER, which drawings are included with these specifications unless pipe sewer or special construction is in accordance with this item.

## 27. CONSTRUCTION METHODS

- A. After the trench has been excavated in accordance with "EXCAVATION" of these specifications, that portion of the sides of the trench that will be in contact with the concrete shall be hand trimmed and shaped to conform to the section of the sewer to be constructed and the bottom of the trench shall be fine-graded to the grade established. Below the grade line so established, no backfill will be permitted. Where time sheathing or flooring is used, proper allowances for time thickness shall be made.
- B. Upon completion of the trench the CONTRACTOR shall place the reinforcing steel and forms and securely brace them in the proper position and place concrete in accordance with "CONCRETE FOR SEWERS AND APPURTENANCES" of this specification. The top of sewer shall be finished by hand with a wooden float, and thickness shall be checked with a wire gauge.
- C. The CONTRACTOR shall, at his own expense, furnish and place in position as directed by the ENGINEER, all necessary stakes, grade and batter boards for locating the work. The grade boards shall be one inch by three inches, and planed on all four sides to truly parallel faces. The boards and all location stakes must be protected from injury or change in location. The sound twilled lines for use in giving lines and grades and the necessary plummets and graduated poles approved by the ENGINEER.

## 28. FORMS

- A. Suitable collapsible centers or forms with smooth surfaces of ample strength shall be provided and rigidly braced. The bracing shall be adequate to prevent deviation from the correct lines. All steel forms shall be neatly and accurately made with all similar parts in each longitudinal section interchangeable with other sections. Bent plates required to fit shall be rolled and fabricated to the correct curves before assembly. Suitable forms shall be provided for bends in the sewer. Steel filler plate shall be furnished. All wooden forms shall be built of clean, sound lumber, reasonable free from knots, dressed on all sides, and neatly fitted. Tongued and grooved material shall be used where required. The form surface shall be watertight, securely fastened to the ribs or supports. No forms built up in the trench not ribs with separated pieces of wooden lagging will be allowed except for specials or curves. No center no form shall be used, which is not clean, is of improper shape or strength or in any way unsuitable. Before placing concrete or reinforcement, the forms shall be coated with lubricants to prevent the adherence of concrete.
- B. Circular forms shall be set on concrete blocks of proper thickness approximately 4" X 6" in dimensions, spread about 5 ft. on centers along the sewer and depth to provide for proper support and cover of reinforcement.
- C. Forms must remain in place until the concrete has set sufficiently to carry its own weight in addition to any external load which shall be applied at the time of removal, or shortly thereafter.
- D. When the prevailing air temperature is above 50° F and for sewers 72 inches and smaller, forms must not be removed in less than 15 hours.
- E. When temperatures are below 50° F or the sewers are larger than 72 inches in diameter forms shall not be removed until concrete has attained a compressive strength of 500 pounds per square inch.
- F. Ranges, struts, or other bracing immediately above the sewer shall not be removed until the concrete has attained a minimum compressive strength of 1000 pounds per square inch.
- G. The strength of the concrete shall be determined by cylinder tests. Cylinders for these tests shall be kept at job temperatures and under job conditions and shall be made and broken by the laboratory designated by the owner's expense.

## 29. REINFORCING STEEL

- A. Reinforcing steel shall comply with the General Specifications for Reinforcing Steel, Item 9, with the exception that the price bid for monolithic reinforced concrete sewer shall include standard reinforcement as shown on the OWNER'S drawings.
- B. Circumferential reinforcement shall be elliptical in shape with the minimum cover of concrete as shown on drawings. Splices in circumferential reinforcement shall be centered on a diameter of 45 degrees from the vertical and shall alternate on each side of the vertical diameter.
- C. Bends shall be reinforced in accordance with Drawings in these Specifications when the type of bend shown thereon is constructed.

### **30. CONCRETE**

Concrete for monolithic reinforced concrete sewers shall conform to Class "A", and shall be placed in accordance with "CONCRETE FOR SEWERS AND APPURTENANCES" and shall be proportioned in accordance with the pertinent specifications.

### **31. JUNCTION OF MONOLITHIC SEWERS**

Unless special structures are approved, junction of monolithic sewers shall be made by fitting the form of the branch sewer to the side of larger diameter sewer. Any additional concrete or reinforcing steel in top or bottom that may be ordered by the ENGINEER shall be paid at the unit price bid for concrete Class "A" and Reinforcing Steel.

### **32. STUBS**

- A. Stubs of monolithic sewers shall consist of short lengths constructed from a trunk or main sewer, or a short length of different size extended for future connection only.
- B. Stubs shall not exceed 75 feet in length and all sewers longer than 75 feet shall be classified as sewer for its length.

### **33. METHOD OF MEASUREMENT**

- A. (Monolithic Sewers and Stubs) Longitudinal measurement shall be made along the centerline of the sewer from face of headwall or outfall structure or inside face of box sewers or special structures and shall continue through manholes to point of change in size. Where no special structures are provided at junctions, measurements shall be made from the centerline of sewers. Where bends are constructed in accordance with drawing measurement will be made to the intersection of the two long tangents if the center tangent is less than two feet. If the center tangent connecting the two long tangents is longer than ten feet, measurement will be made along the center tangent.
- B. Depths shall be measured along the centerline of sewer from the surface of the ground to the flow line of the sewer at intervals not to exceed fifty (50) feet and at break in the profile of the natural ground. The method of measurement across ditches and gullies described in "METHOD OF MEASUREMENT" of "PIPE SEWERS, LEADS AND STUB" of this specification for pipe sewers shall apply also to monolithic sewers.

### **34. BASIS OF PAYMENT**

- A. All monolithic reinforced concrete sewers, laterals, and stubs measured as set out above shall be paid for at the unit price bid by the CONTRACTOR, complete in place, of the type, size, and depth constructed.
- B. The unit price bid for monolithic reinforced concrete sewer shall include full compensation for furnishing all labor, equipment, and material, including all reinforcing steel, and concrete for all excavation, shaping of trench bottoms, bracing, sheeting and excavation, and flooring; for all backfilling, tamping backfill, removed or surplus excavated materials as set out and included under

"EXCAVATION", of these specifications; and for all cleanup and incidentals necessary to construct the sewer complete in place.

### 35. PIPE SEWERS, LEADS AND STUBS

- A. **DESCRIPTION:** The work to be performed under the specifications shall consist of the furnishing and the installation of pipe sewer main, laterals and stubs including all excavation, backfill, and disposal of surplus excavation. The type or types of pipe to be furnished and installed under the contract will conform to the type or types designated on the plans and as set out on the bid proposal sheet.

### 36. PIPES

- A. Pipe shall be furnished in accordance with the sizes and types indicated on the plans and set on the proposal sheets and shall conform to the pertinent specifications listed below or to other specifications that may be on the plans or in the Special Provisions. Where the plans or Special Provisions do not indicate the specification under which the pipe is to be furnished, the pipe supplied shall be in conformity with the ASTM Specification listed below which provides strength requirements not less than those shown in the table herein of "Types of Pipe Required for Various Depths to Flow Line".
- B. Pipe shall be supplied which has been manufactured in accordance with the latest revision published by the American Society for Testing Materials of the following specifications:

Concrete Sewer Pipe (Non-Reinforced, Standard Strength and Extra Strength) shall be ASTM Designation C-14.

Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe (usually referred to on plans and proposals as Reinforced Concrete Pipe or R. C. Pipe) shall be "Classes I, II, III, IV and V, ASTM Designation C-76, Clay Sewer Pipe, ASTM Designation C-700, Extra Strength Clay Sewer Pipe, ASTM Designation C-700.

- C. Reinforced concrete pipe to be used with cold compound joints, as herein described, may have bell and spigot, or tongue and groove joints. Reinforced concrete pipe for use with rubber or neoprene gaskets, and clay pipe with joints using materials having resilient properties shall have joints designed and precision made for use with joint material supplied. Pipe to be used with hot poured compound joints shall have bell and spigot joints.
- D. All reinforced and non-reinforced concrete pipe shall be subject to the requirements of "Hydrostatic Test" as described in ASTM Designation C-700. Other methods of testing that will demonstrate the required water tightness of the pipe may be approved by the ENGINEER. These tests will be made as directed by the ENGINEER by a testing laboratory employed by OWNER. On private contracts, the CONTRACTOR shall supply the OWNER with a Certificate of Compliance with the tests from a recognized testing laboratory. The certificate shall be made available to the Inspector at the time the pipe is delivered on the job, and before the pipe is laid in the trench.

- E. Types of Pipe and Pipe Bedding Required for Various Depths To Flow Line. Pipe shall be laid in trenches in accordance with these flowing specifications: (These requirements govern where the kinds of pipe bedding have been shown on the Plans or in the Special Provisions of Proposal Sheets).

#### FOR WASTEWATER COLLECTION (SANITARY SEWER) LINES

Polyvinyl Chloride (PVC) Pipe SDR ASTM D3034	All available sizes	Class of Bedding and Max. Depth in accordance with current recommendations
Polyvinyl Chloride Truss Pipe ASTM D2680	All available sizes	Class of Bedding and Max. Depth in accordance with current recommendations
Ductile Iron Pipe ANSI/AWWA C150/A21.5	All available sizes	Class of Bedding and Max. Depth in accordance with current recommendations

### 37. TRENCH INSPECTION OF PIPE

Previous to laying the pipes and specials, which have been delivered along the trenches, they shall be subjected to rigid trench inspection, and those which do not meet the requirement set forth in the specifications, will not be used.

### 38. PIPE BEDDING

- A. The pipe shall be bedded in the trench as described herein for the class of bedding required by the plans and specifications. Unless otherwise specified, pipe 15" or less in size shall be laid with Class "B" Bedding and pipe larger than 15" shall be laid with Class "A" Bedding. In every case where trenches have been excavated below the specified depth for Class "B" Bedding, the pipe shall be laid with Class "A" Bedding, Class "A" Bedding shall be done in the following manner:

- 1) The bottom of the trench for the pipe barrel shall be excavated to a line parallel to the flow line of the pipe and to a depth of not less than one (1) inch below the bell when bell and spigot is used, and not less than three (3) inches below the outside surface of the pipe barrel when tongue and groove pipe is used. The cement-stabilized sand shall be spread over the entire bottom of the sewer trench to the flow line grade of the sewer after which a subgrade conforming to the outside shape of the pipe shall be prepared.

- B. Cement stabilized sand shall be composed of San Jacinto sand or bank sand that is free from clay lumps and not less than one and one-half (1½) sacks of Portland cement per cubic yard of mixture, mixed in a mill type mixer. This material will be used to backfill the sewer trench up to the horizontal diameter of the pipe after it loses its moisture content or dries out. This mixture shall be rodded in the trench and the area between the horizontal diameter of the pipe and the bottom of the trench shall be free of cavities.

- C. Loose earth backfill materials shall be placed to a depth of six (6) inches above the pipe before ceasing operations for the day. ~~No backfill in excess of six (6) inches above the top of the pipe shall be placed on the same day the pipe is laid and bedded.~~ Backfill above the pipe shall be done as set out in "SPECIAL BACKFILL" of "EXCAVATION". Where the trench bottom makes water to the extent soft unstable conditions are produced, washed shell must be substituted for cement stabilized sand under the pipe.
- D. Class "B" Bedding shall be done in the following manner:
- 2) The bottom of the sewer trench shall be accurately shaped by hand to conform to the slope of the lowest 90 degrees, 45 degrees on each side of the centerline of the circumference of the pipe taking special care to provide uniform bearing for the entire length of the pipe and to provide depressions for bell ends of each pipe. Clay or other material, free from large lumps, shall be place over and around the pipe in layers and hand tamped up to a minimum of one (1) foot above the top of the pipe, after which the remainder of the trench may be backfilled as set out in "SPECIAL BACKFILL" of "EXCAVATION". Where Class "B" Bedding has been specified, the CONTRACTOR may, at his option, substitute Class "A" Bedding, but no extra compensation will be allowed for the substitution.
- E. Where there is likelihood, because of soil conditions, that various parts of the sewer will be laid with different types of bedding, separate contract items such as "Washed Shell in Trench Bottom", where such items shave been provided, payment for these items, when constructed will be made in addition to the price for "Sewer".
- F. Attention is directed to the fact that the use of well points may be required where Special Section No. 5 is not ordered. The unit price bid for well pointing shall be full compensation for the entire will pointing operation.

### 39. INSTALLATION OF PIPE SEWERS

- A. No pipe shall be installed in the trench until the excavation has been completed, the bottom of the trench shaped, and the trench has been approved for condition, line and grade by the ENGINEER.
- B. The CONTRACTOR shall, at his own expense, furnish and place in position as directed by the ENGINEER, all necessary stakes, grade and batter boards for locating the work. The grade boards shall be of such size timber as the ENGINEER directs and be substantially supported. The batter boards shall be one (1) inch by three (3) inches, planed on all four sides to truly parallel faces. The boards and all location stakes must be protected from injury or change of location. The CONTRACTOR must also furnish, at his own expense, good sounds twilled lines for use in giving lines and grades, the necessary plummets and graduated poles made of a form approved by the ENGINEER.
- C. The pipe and specials shall be so laid in the trench that after the sewer is completed, the interior surface there of shall conform accurately to the grades and alignments fixed and given to the ENGINEER.
- D. All sewers must be laid in perfectly straight lines, so that a light can be seen from one manhole to the other, even for the smaller size of sewers.

- E. The pipe shall be fitted together and matched so that when laid in the work they will form a sewer with a smooth and uniform invert.

**40. WASHED SHELL (OR OTHER SPECIFIED MATERIAL) IN TRENCH BOTTOM**

- A. Where the earth in the trench bottom does not, in the opinion of the ENGINEER, provide a suitable foundation for the sewer, the CONTRACTOR shall, where ordered by the ENGINEER, place washed shell (or other specified material) in the trench bottom under, around and over the sewer. Where this work is ordered, the CONTRACTOR may be provided with a special plan, or will be given special instructions showing the depth of this material to be placed below the grade of the sewer and the height of material to be placed above the grade of the sewer.
- B. Payment of the contract price for "Washed Shell (or other specified material) in Trench Bottom" shall be full compensation for all excavation of additional trench depth (which will in no case exceed twelve (12) inches below the bottom of the pipe) necessary to place the material ordered, disposing of excess excavated material, supplying and placing the material including the necessary compacting and fine grading, and all other work and delay incident to placing the material in the trench as above described. No payment will be made for washed shell substituted for cement stabilized sand in Class "A" Bedding.
- C. Measurement will be based on verified basic quantities indicated for material on Bid Proposal, usually per linear foot of trench for designated sewer size.
- D. When, in the opinion of the ENGINEER, soil conditions in the bottom of the trench are such that "Wet Sand Construction" is necessary, the CONTRACTOR shall, in orders from the ENGINEER, construct the sewer in accordance with the details shown on the drawing for special trench "Wet Sand Construction", which drawing is included in these specifications.
- E. Payment of the contract price per lin. ft. for "Wet Sand Construction" in addition to the price for constructing the sewer, shall be full compensation for all additional work, materials, equipment use, delays, and all other items of expense incident to construction of the "Wet Sand Construction". No payment will be made for "Washed Shell" in trench bottom, where "Wet Sand Construction" is paid for, except that any "Washed Shell" ordered in the trench bottom in excess of that shown on the drawings will be paid for as "Washed Shell" in the trench bottom.
- F. Special plans for other types of construction of sewers in unstable soil will be provided as found necessary during the progress of the work. The CONTRACTOR will be paid for such work at the contract prices for the items involved.

**41. METHOD OF MEASUREMENT**

All pipe installed in accordance with the above specifications and accepted by the ENGINEER shall be measured by linear foot of the size and at the depth installed. The depth shall be measured from the flow line of the pipe to ground surface over the centerline of the pipe at the time of construction.

- A. Depth measurements shall be made at manholes, at intervals not to exceed fifty (50) feet between manholes, and at breaks in the profile of the ground, at the time of construction.
- B. The length of sewer mains and laterals will be measured between centers of manholes where in installation involves the connection of sewer into a manhole at each end of the line being measured.
- C. When the installation involves a connection to an existing stub, the measurement shall be made from the end of the stub to the center of the manhole on the work being measured. Sewer stubs shall be measured from the end of the stub to the center of the manhole to which the stub is connected. Single joints of pipe constructed with a manhole are considered a part of that manhole and no additional payment will be allowed for manhole stub.
- D. Storm sewer leads connecting an inlet with a manhole shall be measured from the center of the manhole to the center of the nearest edge of the inlet grate or plate.
- E. Where the lines of the sewer cross a ditch or gully which is less than fifty (50) feet wide between the breaks of the banks on each side and the average slope of the banks is 1½:1 or steeper, the cuts shall be computed downward from a line drawn between the tops of the two banks at their break points. Where the sewer crosses earth embankments, the OWNER shall have the option of requiring their removal prior to a trenching machine cut, on a labor and equipment rental basis, and paying trench cuts from the new ground line, if such operation would result in an overall savings to the OWNER.

#### 42. BASIS OF PAYMENT

- A. All sewer mains, laterals, stubs, and inlet leads, measured as set out above, shall be paid for at the unit price bid by the CONTRACTOR for "Sewer" or "Inlet Leads" per linear foot complete in place, of the type, size and depth constructed.
- B. The unit price bid for "Sewer" or "Inlet Leads", shall include full compensation for furnishing all labor, for furnishing and installing all pipe, for furnishing all material and equipment, for hauling excavation, for shaping of the trench bottom, and for all backfilling, tamping backfill, and removal of surplus excavated material, all as set out and included under "Excavation" of these specifications, and for all clean-up and incidentals necessary to furnish sewer pipe and inlet leads complete in place.
- C. Payment of the unit price bid for "Extra Sewer Pipe", shall be full compensation for furnishing pipe, hand grading, laying and completing joints in same and hand tamping around same. Any extra excavation involved will be paid for in addition to the price for this item, such payment to be made as "Extra Excavation", or "Excavation" of this specification.

#### 43. SPECIAL STRUCTURES FOR SEWERS

- A. General: Special structures, outfalls, headwalls, and special manholes shall be constructed in accordance with at locations shown on the plans. Before starting work, the CONTRACTOR shall inform the ENGINEER as to the methods and equipment to be used and their adequacy shall be subject to the ENGINEER'S approval.

B. Excavation: Excavation for special structures shall conform to "UNCLASSIFIED STRUCTURAL EXCAVATION" of this specification.

C. Forms: Forms shall be built mortar-tight and of material sufficient in strength to prevent bulging between supports and shall be set and maintained to the lines designated until the concrete is sufficiently hardened to permit form removal. During the elapsed time between the building of the forms and placing of the concrete, the forms shall be maintained in a manner to eliminate warping and shrinking. All details of form construction shall be subject to the approval of the ENGINEER, and permission to place concrete will not be given until all of such work is completed to his satisfaction.

- 1) Forms shall be designed for the pressure exerted by a liquid weighing one hundred fifty (150) pounds per cubic foot. The rate of placing the concrete shall be taken into consideration in determining the depth of equivalent liquid. An additional live load of fifty (50) pounds per square foot shall be allowed on horizontal surfaces. The maximum unit stresses shall not exceed one hundred twenty-five (125) percent of the allowable stress used by the ENGINEER for the design of structures.
- 2) If, at any stage of the work the forms show signs of building or sagging, that portion of the concrete causing such condition shall be immediately removed, and the forms shall be reset and securely braced against further movements.
- 3) Lumber for forms shall be properly seasoned and of good quality. It shall be free from loose or unsound knots, knotholes, twists, shakes, decay and other imperfections, which would affect its strength or impair the finished surface of the concrete. The lumber used for facing of sheathing shall be surfaced on all sides and shall be sized to uniform thickness.
- 4) Nominal one (1) inch thickness lumber will be permitted for general use if backed by a sufficient number of studs and wales. Form for exposed exterior surfaces and for inside walls of pumping stations shall be lined with clean, smooth and plywood, masonite, or other clean, smooth material approved by the ENGINEER as equal to plywood or masonite.
- 5) Forms or form lumber to be reused shall be maintained clean and in good condition as to accuracy, shape, strength, rigidity, tightness and smoothness of surface. Any lumber which is split, warped, bulged, marred, or has defects that may produce work inferior to that resulting from using new material shall not be re-used.
- 6) Studs shall not be less than two (2) inches by four (4) inches nominal section and shall be spaced center to center not more than twenty (2) times the actual thickness of the facing lumber. Wherever, practicable, studs shall be capped at the top with a plate of not less than two (2) inches by six (6) inches nominal size, carefully selected as to straightness. All joints in plates shall be scabbed at least four (4) feet each way to provide continuity.
- 7) Wales shall be spaced at such intervals as to hold forms securely to the designated lines. All wales shall be scabbed at least four (4) feet on each

side of joints to provide continuity. A row of wales shall be placed within six (6) inches of the bottom of each placement.

- 8) Forms for walls or columns shall not be erected on concrete footings until the concrete in the footing has cured at least two curing days.
- 9) Forms shall be rigidly braced to prevent movement while placing the concrete.
- 10) All fact form material shall be fastened to all studs and shall have true horizontal and vertical joints. Facing material on horizontal and other surfaces shall be placed with parallel and square joints.
- 11) Metal form ties of an approved type shall be used to hold forms in place. Such ties shall be of a type especially designed for use in connection with concrete work, and they shall have provisions to permit ease or removal of the metal as hereinafter specified. The use of wire forms ties will not be permitted except for minor or special form areas where the use of rigid type metal ties would be impracticable.
- 12) All metal appliances used inside of forms to hold them in correct alignment shall be removed to a depth of at least one-half (½) inch from the surface of the concrete and shall be so constructed that the metal may be removed without undue injury to the surface by chipping or spalling. Such devices, when removed shall leave a smooth opening in the concrete surface. Burning off of rods, bolts, or ties will not be permitted.
- 13) Metal ties shall be held in place by devices attached to wales. Each device shall be capable of developing the strength of the tie.
- 14) Pipe spreaders will not be permitted.
- 15) Metal and wooden spreaders, which are separate from the forms, shall be entirely removed as the concrete is being replaced.
- 16) Where wires ties are used, all wires, upon removal of the forms shall be entirely removed as the concrete is being replaced.
- 17) All cavities produced by the removal of metal ties shall be carefully cleaned and completely filled with retempered cement-sand mortar mixed in proportion of one to three, and the concrete shall be left smooth and even.
- 18) For narrow walls and other locations where access to the bottom of the forms is not readily attainable otherwise, adequate clean-out openings shall be provided.
- 19) At the time of placing concrete, the forms shall be clean and entirely free from all chips, dirt, sawdust and other extraneous matter.
- 20) The facing of all forms shall be treated with oil before concrete is placed. In hot weather, both sides of fact forms may be required to be treated with oil to prevent warping and to secure tight joints. The oil must be applied before the reinforcement is placed. The oil used for this purpose shall be a light clean oil, which will not discolor or otherwise injuriously affect the concrete surface.
- 21) In general, all forms shall be thoroughly wetted before the concrete is placed therein.
- 22) The foregoing specifications for "Forms" as regards design, mortar-tightness, filleted corners, beveled projections, bracing, alignment,

removal, re-use, oiling and wetting, shall apply with equal force to metal forms.

- 23) The metal used for forms shall be of such thickness that the forms will remain true to shape. All bolts and rivet heads on the facing sides shall be countersunk. Clamps, pins, or other connecting devices shall be designed to hold the forms rigidly together and to allow removal without injury to the concrete. Metal forms, which do not present a smooth surface, shall not be used.

D. Finish: Where surface finish is required on plans the operation of surface finish shall be in accordance with the following provisions:

- 1) As soon as forms are removed, all necessary pointing shall be done. When the pointing has set sufficiently to permit it, all surface requiring surface finish shall be wet with a brush and given a first surface rubbing with a No. 16 Carborundum Stone or an abrasive of equal quality. The rubbing shall be continued sufficiently to bring the surface to a paste, to remove all form marks and projections and to produce a smooth dense surface without pits or irregularities. The use of cement to form a surface past will not be permitted. The material, which has been ground to a paste in this process, shall be carefully spread or brushed uniformly over the surface and allowed to take a reset.
- 2) In general, chamfered corners shall not be rubbed in the first surface rubbing.
- 3) During the process of conditioning the completed structure for final acceptance, the surfaces of the entire structure requiring finish shall be cleaned free from drip marks and discoloration and shall be given a final rubbing with a #30 Carborundum Stone or an abrasive of equal quality. On completion of this rubbing, the surface shall be neatly striped with a brush and the mortar on the surface shall be allowed to take a reset. The surface shall then be washed down with clean water. The entire structure shall be left with a clean, neat and uniform appearing finish and shall be uniform in color.
- 4) The surface of concrete slabs shall be finished by floating.

#### **44. MEASUREMENT OF CONCRETE**

The quantities of concrete of the various classifications, which constitute the completed and accepted structure, will be measured by the cubic yard in place. Only accepted work will be included, and the dimensions used will be those shown on the plans or ordered in writing by the ENGINEER. No deductions in measurement will be made for paneling less than three (3) inches in width by one (1) inch deep, for chamfers less than two (2) inches, for embedded reinforcing steel, or for embedded portions of structural steel members. Deductions will be made for embedded portions of piling.

#### **45. BASIS OF PAYMENT, CONCRETE**

- A. The concrete quantities, measured as provided above will be paid for at the unit price bid per cubic yard for the various classifications of concrete shown, which prices shall be full compensation for furnishing, hauling, and mixing all concrete materials; placing, curing, and finishing all concrete, all grouting and pointing; furnishing and placing all

drains, all manhole steps, except as hereinafter provided; furnishing and placing metal flashing strips, and for all forms and false-work, labor, tools, equipment, and incidentals necessary to complete the work.

- B. The above provisions for payment shall not be interpreted to provide payment for concrete, in railing, pilings, concrete sewer or leads or other concrete items for which provisions is otherwise made in the contract.

#### 46. BASIS OF PAYMENT SPECIAL STRUCTURES

- A. The special structures shall be paid at the unit prices bid for "UNCLASSIFIED STRUCTURAL EXCAVATION", "CONCRETE FOR SEWERS AND APPURTENANCES", "BASIS OF PAYMENT, CONCRETE", of "SPECIAL STRUCTURES FOR SEWERS", "REINFORCING STEEL", "BRICK MASONRY", and "CAST IRON CASTINGS" (except for manhole steps) of this specification.
- B. To avoid the grouping of work and material of widely differenced character into a single bid item, the proposal may show the bid items divided into items relating to individual structures, to parts of structures, or to groups of structures, as for example, "Outfall Structures"; "Junction Chamber", etc., and the unit prices bid for the various items entering the construction of the special structure shall be full compensation for completion of that structure in accordance with plans and specifications.
- C. Where the proposal shows a "Lump Sum" bid item for a structure "Complete in Place", in accordance with plans and specifications, this price shall include all excavation, concrete, reinforcing steel, and all material and labor and backfill in accordance with plans and these specifications.

#### 47. MANHOLES

- A. Description: The work to be performed under this item shall consist of the construction of manholes complete in place, including the furnishing, adjusting to grade, and installation of manhole casting and cover.
- B. Construction Methods: Manholes will be constructed at locations shown on the plans, and of the type and depth indicated thereon. Manholes are to be Fiberglass.
- C. The inverts of the sewer lines or several sewer lines entering the manhole at or near the flow line elevation of the manhole shall be shaped and routed across the floor of the manhole using mortar to obtain the proper contour.

#### 48. CAST IRON

- A. Cast iron for manhole frame, covers, shall conform to the shape and dimensions shown on the drawings and shall be clean, and perfect, free from sand or blowholes, or other defects. Holes in cover must be free from plugs and shall be clean. Bearing surfaces of manhole frames and covers are to be machined so that even bearing may be had in any position in which manhole cover is seated in the frame. Cast iron shall conform to ASTM Specifications A-48 for Class 20 Gray Cast Iron.
- B. Clear Opening of Manholes shall be thirty (30) inches minimum as required by TCEQ §217.55(k).

#### 49. DROP ON SANITARY SEWER MANHOLE

This item consists of constructing one standard drop connection on one side only of a sanitary sewer manhole as shown on drawings in these specifications, being all work shown on the detail of a "Standard Drop Manhole" that is not included on the detail of a "Standard Sanitary Sewer Manhole", consisting of additional footing, sewer pipe vertical riser connecting quarter bend and tee.

#### 50. BLIND DROP-ON SANITARY SEWER MANHOLE

This item is exactly the same as described under the preceding item, "Drop on Sanitary Sewer Manhole", except that the tee at the top of the drop shall be omitted. The vertical pipe riser shall terminate at the top with a plugged bell and the top of the concrete encasement shall be not less than six (6) inches below the top of the bell and not less than one foot above the top of the next lower bell.

#### 51. PRECAST CONCRETE MANHOLE

- A. Description: The work to be performed under this item shall consist of the construction of manholes complete in place, including the furnishing, adjusting to grade, and installation of manhole casting and cover.
- B. Construction Methods: Manholes will be constructed at locations shown on the plans, and of the type and depth indicated thereon. Detailed drawings of the various types of manholes to be employed in the work are included in these specifications and each manhole shall be constructed in strict accordance with these detailed drawings included in these specifications.
- C. Precast Concrete Bases:
- 1) Precast concrete manhole bases to be bedded on a minimum of 8 inches of cement-stabilized sand or crushed aggregate as used for pipe bedding. The dimensions of the bedding to be 12 inches greater than the precast manhole base in all directions. The bedding to be placed to provide a firm foundation for the manhole. CONTRACTOR to level and plumb the base section prior to setting the manhole riser sections on the precast concrete base.
  - 2) All invert channels are to be constructed and shaped accurately so as to be smooth, uniform, and cause minimum resistance to the flow. The bench to be furnished smooth, with a slope of  $\frac{1}{2}$  inch per foot from the manhole walls to the edges of the invert channel. Invert channels to be formed so that with the incoming sewer flowing full, all of the flow will be continued within the invert channel, as shown on plans.
  - 3) All invert channels to be constructed and shaped accurately so as to be smooth, uniform, and cause minimum resistance to flow. The bench to be finished smooth with a slope of 1 inch per foot from the manhole walls to the edges of the invert. Bench to rise vertically from centerline of pipe to crown of pipe. Edges of invert channels to be rounded with 1 inch radius.

- 4) Sewer pipe joints shall not be cast or constructed within the wall sections of manholes.
- 5) Gasket and joint surfaces on recessed O-ring joints to be lubricated with a lubricant suitable for use with confined rubber O-ring concrete pipe joints. Dust, dirt, and foreign matter must be removed from the joint surfaces. Lubricant can be applied with a brush, cloth, pad, sponge or glove. A smooth, round object should be inserted under the gasket and urn around the circumference two or three times to equalize stretch in the gasket.
- 6) Gasket and pipe surfaces at resilient pipe to manhole connections to have a smooth clean finish. Clean and lubricate pipe end a minimum of one-half the pipe diameter in length with a lubricant suitable for use with rubber O-ring concrete pipe joints. Lubricate the entire portion on the pipe, which will slide through the resilient connector. When pipe barrel is lubricated, pipe can be installed in either direction from inside or outside of manhole. If pipe is cut, no sharp edges to be allowed. A slight bevel is preferred, as a lead and this should also be lubricated. No mortar to be placed around the connector on the outside of the structure and no mortar to be placed around the top half of the connector on the inside when completing the invert.
- 7) Backfill must be placed on 12" maximum lifts and compacted evenly around the manhole, one layer at a time, to 90% proctor density.
- 8) Materials – Precast bases shall be constructed in accordance with ASTM C-478 and equal to Moor-Tex.

**D. Method of Measurement:**

Measurement shall be in accordance with paragraph 55.

**52. FIBERGLASS MANHOLES**

Prefabricated Fiberglass Manhole may be constructed in lieu of brick and precast concrete manhole. The unit shall have all joints precast in factory and be capable of supporting AH-20 Dynamic Wheel load with a vertical deflection of less than ¼" when supporting a 24,000 lb. Static load. Cylinder Axial Compressive Strength Min. 18,000 psi and shall be equal to Owens-Corning Reinforced Polyester Manhole.

- Steps are not required for Fiberglass Manhole.
- Ring and cover shall be 30" diameter Iron Casting per plan details.
- Installation shall be in strict accordance with manufacturer's recommendation.

**53. BACKFILL**

The space excavated around manhole location shall be backfilled in accordance with "BACKFILLING" of "EXCAVATION" in this specification.

#### 54. METHOD OF MEASUREMENT - MANHOLES ON PIPE SEWERS

The depth of manholes completed in accordance with these specifications shall be determined by measuring the vertical distance from the flow line of the sewer main to the top of the manhole casting. With the exception of shallow manholes as shown on drawings included in these specifications, all manholes with a depth up to and including eight (8') feet when measured as set out above, shall be designated as Standard Manholes. All manholes exceeding eight (8') feet in depth shall be designated "Extra Depth Manholes". Shallow manholes will be measured as a unit complete in accordance with drawings included in these specifications.

#### 55. SANITARY MANHOLE DROPS

- A. The depth of drop on Type 1 sanitary sewer manholes will be measured from the flow line of the horizontal portion of the Tee to the flow line of the main sewer in the manhole. On Type 2 manholes, the depth of drops will be measured from the flow line of the Tee at the top to the inside top of the monolithic sewer in the manhole. If the depth of a drop exceeds three (3') feet, the CONTRACTOR will be paid for such excess at the unit price for "Extra Depth Manhole Drop".
- B. The depth of "Blind Drop-On Sanitary Sewer Manhole" shall be from the top of the pipe bell down in the same manner as described for regular drop and any depth in excess of three (3') feet, will be paid for at the unit price bid for "Extra Depth Manhole Drop".

#### 56. BASIS OF PAYMENT

- A. All manholes measured as set out above, and not exceeding the dimensions specified for standard manholes of the type constructed, will be paid for at the unit price bid for Standard Manhole of that type. That portion of manhole exceeding the dimensions of "Standard Manhole" of the type constructed will be paid for at the unit price bid per foot for "Extra Depth Manhole" of that type for each foot or fraction thereof exceeding dimensions of "Standard Manhole".
- B. The unit price bid for Standard Manholes, Standard Shallow Manholes, Extra Depth Manholes, Drop-On Sanitary Manhole and Blind Drop-On Sanitary Manholes shall be full compensation for furnishing all labor; furnishing and installing all materials including castings and cast iron manhole steps; and for all excavation, mixing and placing of concrete, brick, mortar and brickwork; pumping, hauling, excavation disposal of surplus earth; backfilling tamping; connection leads, stubs and sewer lines to the manhole, and all other incidentals necessary to complete the manhole.

#### 57. INLETS

- A. Description: The work to be performed under this specification shall consist of the construction of inlets complete in place, including the furnishing, installing, and adjusting cast iron frame and plate, and shall also include the connection of inlet leads to the inlet. Inlets constructed under this item shall be in accordance with detailed drawings in these Specifications and such special details as may be shown on the plans.

**B. Construction Methods:** All inlets shall be constructed to the line and grade at the locations shown on the plans and as established by the ENGINEER. All dimensions of inlets shall be in strict accordance with the drawings mentioned above. The box section of inlets may be constructed of Class "A" concrete or of brick. Brick inlets shall be plastered with one-half inch mortar on inside. The walls for brick inlets shall be aluminum of 8" thick. Regardless of materials used for the box section, the floor slab and beam for the inlet shall be Class "A" concrete. All inlet leads shall be neatly cut off at the inside face of inlet wall, pointed up with mortar. In general, forms will be required for both the outside and inside faces on inlet walls, however, if the nature of the material excavated for the inlet is such that it can be hand trimmed to a smooth vertical face, the outside forms may be omitted, when such omission is approved by the ENGINEER.

- 1) When the box section of the inlet has been completed, the floor of the inlet shall be shaped by filling with mortar to conform to the sections shown on the detailed drawings.
- 2) Cast iron inlet plate frames shall be accurately adjusted to line, grade and slope and grouted in place with mortar.
- 3) Cast iron for inlet frames and plates, bricks and brickwork shall conform to specifications for these items as set out under "MANHOLES" of this specification.
- 4) Mortar used for construction of inlets shall consist of one part Portland Cement and three parts sand meeting the specifications for fine aggregates set out in "METHOD OF MEASUREMENT" of "CONCRETE FOR SEWERS AND APPURTENANCES" of this specification.
- 5) Inlets shall be backfilled in accordance with "BACKFILLING" of "EXCAVATION" of this specification.

## **58. METHOD OF MEASUREMENT**

The depth of inlets completed in accordance with these specifications shall be determined by measuring the vertical distance from the flow line of the inlet lead to the top of the curb-beam. A standard Single "B" type inlet shall have a depth of 3.60 feet (3' - 7¼") and a standard Double "B" type inlet shall have a depth of 4.05 feet (4' - 0"). Inlets exceeding the above depth shall be known as "Extra Depth Inlets" of the type involved.

## **59. BASIS OF PAYMENT**

- A. All inlets measured as set out above, and not exceeding the depth set out for Standard Inlets of the type in questions, shall be paid for at the unit price for Standard Single "B" or Standard Double "B" Inlets as the case may be. That portion of an inlet exceeding the standard depth will be paid for at the unit price per foot for extra depth inlet.
- B. The unit price bid for Standard Inlets or Extra Depth Inlets shall be full compensation for furnishing all labor, tools and equipment, for furnishing and installing all materials including cast iron plate frames and plates for all excavation, mixing and placing of concrete, brick, mortar and brickwork, reinforcing steel,

pumping, hauling, form work, disposal of surplus excavated material, backfilling, compacting backfill and all other incidentals necessary to complete the inlet.

## 60. SEWER TUNNEL CONSTRUCTION

- A. Description: The work to be performed under this item shall consist of the construction of sewer in tunnel of the size and type indicated on the plans.
- B. General: This method of sewer installation will only be permitted at locations indicated on the plans, or where specifically authorized in writing by the ENGINEER. It shall be the responsibility of the CONTRACTOR to satisfy himself as to the soil conditions and types of geological formation in and through which the tunnel is to be installed, prior to submitting a proposal for doing the work. Where test borings are shown on the plans, such information is merely for the guidance of the CONTRACTOR and such information is not to be construed in any manner as a guarantee by the OWNER that such conditions of subsurface strata are infallible.
- C. Construction Methods: Shafts will be excavated at points indicated on the plans or where directed by the ENGINEER, to such depth and location necessary to drive tunnels to the line grade established by the ENGINEER. When a shaft or shafts have been excavated to proper elevation and shored and braced adequately, the horizontal excavation for tunnel shall be started. Bracing, shoring, sheeting, and roofing, or metal tunnel linings, if used, shall be installed immediately upon completion of excavation to proper cross section, and in no circumstances shall the finished section of tunnel precede such installation by more than two feet. Suggested details of timber work for installation in a tunnel may be shown on the plan; however, it shall be the CONTRACTOR'S responsibility to check the same to satisfy himself as to the adequacy of the design prior to use. Any alternate plan proposed by the CONTRACTOR shall be submitted to the ENGINEER for checking.
- 1) Cylindrical metal linings, either tunnel liner plates fabricated in place in the tunnel or corrugated culvert pipe, jacked ahead as the tunnel excavation proceeds will, unless otherwise specified, be approved for use in lieu of timber linings. Liner plates or culvert pipes shall have sufficient strength to provide safe support for all earth and other loads likely to be encountered and shall be equal in every respect to the strength of timber or other supports and linings that may be shown on the plans.
  - 2) The inside diameter of tunnels for pipe sewers shall be ample to permit proper access to making up the joints. The inside diameter of tunnels for monolithic sewers shall be sufficient to provide for the inside diameter for the sewer plus twice the minimum thickness plus any additional diameter necessary to secure minimum wall thickness when forms cannot be placed in the exact center of the tunnel.
  - 3) Where the length of tunnel is in excess of ten (10) feet, the CONTRACTOR shall be required to bore holes from the surface to and through the roof of tunnel for depositing concrete. These holes shall be of such numbers and spaced as directed by the ENGINEER and under no condition shall spacing of holes exceed ten (10) feet. Tremies will be used for depositing concrete as these intermediate points along the sewer tunnel. Where monolithic sewer is required, inside forms shall be carefully placed to true line and grade as

established by the ENGINEER and shall be securely blocked in place to prevent floating or misalignment during the concreting operation. The consistency of concrete placed in the sewer tunnel shall be carefully controlled to insure flow to all parts of sewer barrel without pocketing or honeycombing. Concrete shall be thoroughly puddled at all points. The interior form of the barrel of the sewer shall be thoroughly vibrated to insure monolithic construction.

- 4) In lieu of placing concrete through holes bored from the surface the CONTRACTOR will be permitted to place grout by means of suitable pumping equipment, in tunnels containing pipe sewers. Such methods shall not be used for construction of monolithic sewers.
- 5) The shafts and tunnel shall be maintained in a dry condition during the excavation period, and shall continue to be kept in a dewatered state until after concrete has attained its final set. This shall be accomplished by pumping, bailing, or well pointing at the CONTRACTOR'S own expense. Where precast concrete pipe is placed under this specification, it shall be encased in concrete in accordance with related drawings.
- 6) Where the plans call for cast iron or other pipe in a bored hole the work shall be done as follows: when only one length of pipe is to be installed so that the pipe bell or other joint will not enter the bore, the inside diameter of the bored hole shall not exceed the outside diameter of the pipe by more than one (1) inch. Where pipe bells or other types of joints must enter the bore, the inside diameter of the pipe bell or other type of joint by more than one (1) inch. Leaded joints to be installed in bored holes shall be caulked with extra care with the maximum amount of lead and fully protected against any bending action.
- 7) On gravity lines where leakage tests are not made, the ENGINEER may require that the pipe be plugged and filled with water to reveal any leakage. The tunnel shall be checked by the ENGINEER before the cast iron pipe is placed therein. If the tunnel at any point is more than 0.15 feet above grade, or more than  $\frac{1}{4}$  the inside diameter of the pipe below grade, the hole shall be rebored or otherwise modified as directed by the ENGINEER, to come within these tolerances.

#### D. Materials

- 1) Concrete for work under this specification shall be furnished in accordance with "CONCRETE" of these specifications.
- 2) Where pipe Sewer is specified for installation in a tunnel it shall conform to specifications as set out elsewhere herein for the type required.

### 61. METHOD OF MEASUREMENT

Sewer installed in a tunnel in accordance with these specifications shall be measured by the linear foot between the faces of shafts or portals at the ends of the tunnel. When cast iron pipe is used, no additional payment will be made for cast iron pipe projecting outside of ends of the tunnel, or for concrete collars joining the same to concrete pipe.

## 62. BASIS OF PAYMENT

Sewer in a tunnel measured as set out above and accepted by the ENGINEER shall be paid for at the unit price bid by the CONTRACTOR for "Sewer Tunnel Construction" of the size indicated on the proposal sheet, which price shall be full compensation for furnishing all tools, equipment, labor, and materials; all excavation, disposal of excess excavation; all shoring, bracing and sheeting; all pumping, bailing, and operations used in dewatering; all fine grading and trimming; placing of all forms, mixing, placing, puddling, and finishing of all concrete; furnishing, fabricating, placing of all reinforcing steel, furnishing and placing pipe for sewer where required, all backfilling and other incidentals necessary to furnish complete the sewer installation in tunnel.

## 63. CONCRETE FOR SEWERS AND APPURTENANCES

- A. Description: These specifications shall govern for the materials used for the storing, measuring and handling of materials, for Monolithic Sewers, Outfall Structures, Sewer Appurtenances, and incidental construction.
- B. Concrete: Concrete shall be in accordance with the current ASTM Specifications for each specific method for transportation to the job site (dry batch, transit mix, etc.)
- 1) The OWNER will provide laboratory services to provide initial batch design from one supplier.
  - 2) Batch designs required due to material variance or change in supplier will be performed by a laboratory selected by the OWNER, however, the CONTRACTOR shall be responsible for the costs derived from laboratory work.
- C. Placing Concrete: The CONTRACTOR shall give the ENGINEER sufficient advance notice before starting to place concrete in any unit of the structure to permit the inspection of forms, the reinforcing steel placement, and preparations for casting. Unless authorized by the ENGINEER, no concrete shall be placed in any unit prior to the completion of the formwork and the placement of the reinforcement. No concrete shall be placed before the completion of all adjacent pile driving or other operations, which might prove detrimental to the concrete.
- 1) Whenever it is necessary to continue the mixing, placing, and finishing of the concrete after the daylight hours, the site of the work shall be brilliantly lighted so that all operations are plainly visible. In general, however, concrete placing shall be so regulated as to permit finishing operations to be completed in the daylight hours.
  - 2) The ENGINEER reserves the right to order postponement of the placing operations when, in his opinion, impending whether conditions may result in rainfall or low temperatures which will impair the quality of the finished work. In case rainfall should occur after placing operations are started, the CONTRACTOR shall provide ample covering to protect the work. In case of drop in temperature, the provisions set forth in "PLACING CONCRETE IN COLD WEATHER" of this section of this specification shall be applied.
  - 3) The sequence of placing concrete shall be as provided on the plans or in the specifications. The operation of depositing and compacting the concrete shall

be conducted so as to form a compact, dense, impervious mass of uniform texture, which shall show smooth faces on all surfaces. The placing shall be so regulated that the pressures caused by the plastic concrete shall not exceed the loads used in the design of forms. No more than one (1) hour shall lapse between the placing of successive layers of concrete in any portion of the structure included in a continuous placement.

- 4) The method and manner of placing shall be such as to avoid the possibility of segregation or separation of the aggregate or the displacement of the reinforcement. Concrete will not have a free fall of more than three (3) feet except in the case of thin walls such as culvert walls. The spattering of forms or reinforcement bars shall be prevented if the concrete so spattered will dry or harden before being incorporated in the mass.
- 5) Each part of the forms shall be filled by depositing concrete directly as near its final position as possible. The coarse aggregate shall be worked back from the face and the concrete forced under and around the reinforcement bars without displacing them. Depositing large quantities at one point in the forms and running or working it along the forms will not be allowed.
- 6) After the concrete has taken initial set, the forms shall not be jarred or any strain placed on projecting reinforcement.
- 7) Chutes, troughs, or pipes used as aids in placing concrete shall be arranged and used so that the ingredients of the concrete will not be separated. When steep slopes are necessary, the chutes shall be equipped with baffle boards or be made in short lengths that reverse the direction of movement. Open troughs and chutes shall extend, if necessary, down inside the forms, or the ends of such chutes shall terminate in vertical downspouts. All chutes, troughs, and pipes shall be kept clean and free from coatings of hardened concrete by a thorough flushing with water before and after each placement. Water used for flushing shall be discharged clear of the concrete in place. The use of chutes in excess of thirty-five (35) feet total length for conveying concrete will not be permitted except by specific authorization from the ENGINEER.
- 8) All concrete shall be well compacted and the mortar flushed to the surface of the forms by continuous working with concrete spading implements or mechanical vibrators of an approved type.
- 9) Vibrators of the type, which operate by attachment to forms or reinforcement, will not be permitted. The vibrators shall be applied to the concrete immediately after deposition and shall be moved throughout the mass, thoroughly working the concrete around the reinforcement, embedded fixtures, and into the corners and angles of the forms until it has been reduced to a plastic mass. The mechanical vibrator shall not be operated so that it will penetrate or disturb layers placed previously which have become partially set or hardened. The vibration shall be of sufficient duration to accomplish thorough compaction and complete embedding of reinforcement and fixtures, but shall not be done to an extent that will cause segregation. Vibration shall be supplemented by hand spading if necessary to insure the flushing or mortar to the surface of all forms.

## 64. PLACING CONCRETE IN COLD WEATHER

- A. No concrete shall be placed when the atmospheric temperature is at or below 35°F, (taken in the shade away from artificial heat) unless permission to do so is given in writing by the ENGINEER. When such permission is given, or in cases where the temperature drops below 35°F after concreting operations have been started, the CONTRACTOR shall furnish sufficient canvas and framework or other type of housing to enclose the structure in such a way that the air around the forms and fresh concrete can be kept at a temperature not less than 40°F for a period of seventy two (72) hours after the concrete is placed. Sufficient heating apparatus such as stove, salamanders, or steam equipment and fuel to furnish all required heat shall be supplied. The treatment of mixing water and aggregates used in mixing concrete shall be as specified as follows:
- 1) All water used for mixing shall be heated to a temperature of at least 70°F but not over 150°F. Aggregates shall be heated wither by steam or dry heat to a temperature of at least 70°F but not over 150°F. The heating apparatus shall be such as to heat the mass of aggregates uniformly and preclude the occurrence of hot spots, which will burn the material.
  - 2) Temperatures of mixed concrete shall not be less than 50°F at the time of placing in forms.
  - 3) It is understood that the CONTRACTOR is responsible for the protection of concrete placed under any and all weather conditions. Permission given by the ENGINEER to place concrete during freezing weather will in no way relieve the CONTRACTOR of the responsibility for satisfactory results. Should concrete placed under such conditions prove unsatisfactory, it shall be removed and replaced.

## 65. METHOD OF MEASUREMENT

- A. Unless otherwise specified, concrete furnished under this item, including all work set out herein and incidental to the furnishing, mixing, forming, placing, finishing, and concrete during, will not be paid for directly. The CONTRACTOR will include the cost of this item in the unit price for monolithic sewer, manholes, inlets or other lump sum structure.
- B. Where prices are requested on the proposal sheet for "Extra Concrete" and where it is specifically authorized for use by the ENGINEER, such concrete will be measured by the cubic yard of the acceptable concrete complete in place.
- C. Basis of Payment: "Extra Concrete" measured, as set out above will be paid for at the unit price bid per cubic yard for "Extra Concrete". This price shall be full compensation for furnishing all materials, hauling, mixing, forming, placing, finishing, curing, and for the furnishing of all tools, plant and incidentals necessary to furnish complete on cubic yard of concrete complete in place.

Where the proposal calls for "Extra Concrete Without Forms" and for "Extra Form Work" payment of both of these items shall be full compensation for supplying and placing concrete in forms and for the necessary form work. Class "C" concrete is

intended for use in seal slabs and the price for this item shall include the cost of excavation necessary to place the seal slab.

Timber troughs across trenches for concrete beams to be poured around pipes or ducts crossing the trench will not be considered as form work, such timber being considered as a part of the trench sheeting and bracing and no additional payment will be made for same.

## 66. REINFORCING STEEL

This item shall provide for the furnishing and placing of reinforcing steel of the type, size and quantity designated for use in sewers and appurtenance sewer structures as shown on the plans and in accordance with these specifications.

A. Materials: All bar reinforcement shall be open-hearth new billet steel of structural, intermediate, or hard grade.

- 1) New billet steel shall conform to the requirement of the Standard Specifications for Billet Steel Concrete Reinforcement Bars, ASTM Designation A-615.
- 2) Unless otherwise shown on the plans, all reinforcing bars shall be deformed bars conforming to the requirements of ASTM Specification A-498.
- 3) Wire for fabric reinforcement shall be cold-drawn from rods hot-rolled from open-hearth billets. Wire shall conform to the requirements of the Standard Specification for Cold Drawn Wire for Concrete Reinforcement, ASTM Designation A-185.
- 4) In cases where the provision so this item are in conflict with the provisions of the ASTM Designations, to which reference is made, the provisions of this item shall govern.

- 5) The nominal size and area and the theoretical weight of reinforcing steel bars covered by the specification are as follows:

(Note: Wherever bars of a given diameter or size are specified herein, or shown on the plans, bars other than round or square but providing an equivalent nominal area weight, will be considered acceptable unless specifically noted otherwise on plans.)

No.	Nominal Diameter Inches	Nominal Area Square Inch	Weight per Linear Foot
2	1/4"	0.05	0.167
3	3/8"	0.11	0.376
4	1/2"	0.20	0.668
5	5/8"	0.31	1.043
6	3/4"	0.44	1.502
7	7/8"	0.60	2.044
8	1.000"	0.79	2.670
9	1.128"	1.00	3.400
10	1.270"	1.27	4.303
11	1.410"	1.56	5.313

- B. The weight of any lot (see note) of bars shall not vary more than three and one-half (3½) percent under the theoretical weight for bars three-eighths (1/8) inches and over in nominal size of diameter; not more than five (5) percent under theoretical weight for bars under three eighths (1/8) inch in nominal size or diameter. The weight of any individual bar shall not vary more than six percent under the theoretical weight for bars three-eighths inch in size or diameter. The theoretical weight of deformed bars shall be the same nominal size. Bars or lots which vary more than the above limits shall be rejected.

(Note: The term "lot" used in the above paragraph shall mean all of the bars of the same nominal weight per linear foot in a carload or in a consignment if less than a carload.)

- C. Where wire is ordered by gauge number, the following relation between number and diameter, in inches shall apply unless otherwise specified:

Gauge Number	Equivalent Diameter Inches	Gauge	Equivalent Diameter Inches
0	.3065	8	.1610
1	.2830	9	.1483
2	.2625	10	.1350
3	.2437	11	.1205
4	.2253	12	.1055
5	.2070	13	.0915
6	.1920	14	.0800
7	.1770		

- D. The dimensions of the wire on any diameter shall not vary more than 0.003 inches from the specified nominal diameter. The difference between the maximum diameters as measured on any given cross-section of the wire shall not be greater than 0.003 inches. Wire having a diameter, which varies more than 0.003 inches under the theoretical diameter, shall be rejected.

# Specifications For Low Pressure Sewer System

## 1.0 GENERAL

### 1.1 SUMMARY

- A. **General Description of Equipment:** The Manufacturer shall furnish complete factory-built and tested Residential Grinder Pump Sewage System(s), each consisting of a 2 HP centrifugal grinder pump, a collection basin constructed of fiberglass reinforced polyester resin, pump control float switches, shut off valve, pump disconnect and check valve, discharge pipe assembly and alarm panel. For ease of serviceability, all grinder pumps shall be of like type, impeller and horsepower throughout the system. To ensure single source responsibility for the equipment, the Residential Grinder Pump Sewage System(s) shall be by the single vendor as supplying the pump, collection tank, level control and alarm panel.
- B. **Qualifications:** The Manufacturer shall demonstrate experience in the design, manufacture, and assembly of complete grinder pump systems for specific use in low-pressure sewer systems. The company shall submit detailed installation and user instructions for its product, submit evidence of an established service program including complete parts and service manuals, and be responsible for maintaining a continuing inventory of the grinder pump system replacement parts. The manufacturer shall provide a reference list of five (5) of its grinder pump system installations.

### 1.2 SYSTEM PERFORMANCE REQUIREMENTS

Grinder Pump shall be 2 horsepower, 230 volts, single phase, 60 Hertz, and 3450 RPM. Grinder pump, with three mercury level switches and shall be capable of delivering from 15 gallons per minute (gpm) against a total dynamic head (TDH) of 12 feet. Manufacturer shall provide pump characteristics diagrammed graphically on performance curve. Performance curve shall be established by measuring total dynamic head in feet of water against discharge flow in gallons per minute and shall contain at least 5 measured points. Each pump shall be expected to perform as its curve describes.

### 1.3 SHOP DRAWINGS

After receipt of notice to proceed, the manufacturer shall furnish a minimum of four (4) sets of shop drawings detailing the equipment to be furnished including dimensional data and materials of construction. The Engineer will promptly review this data, and return two (2) copies as accepted shop drawings. The Manufacturer shall proceed immediately with the fabrication of the equipment.

### 1.4 MANUFACTURER QUALITY ASSURANCE

**Qualifications:** Manufacturer shall demonstrate experience in the design, manufacture, and assembly of complete grinder pump systems for specific use in low pressure sewage systems. The company shall submit detailed installation and user instructions for its product, submit evidence of an established service program including complete parts and service manuals, and be responsible for maintaining a continuing inventory of the grinder pump system replacement parts. The manufacturer shall provide a reference list of three (3) local grinder pump systems installations.

## 1.5 DELIVERY, STORAGE, AND HANDLING

- A. **Packing, Shipping, Handling, and Unloading:** Manufacturer shall provide a complete Residential Grinder Pump Sewage System(s) on skid(s) or pallet(s) ready to install. Do not drop or impact the collection tank. If collection tank must be moved, be sure that ground traversed is smooth and free of rocks, debris, etc. When lifting the collection tank, only a pliable strap or rope should contact basin. Do not use chains or steel cables.
- B. **Storage and Protection:** Store Residential Grinder Pump Sewage System(s) away from sun and weather exposure until installation.

## 1.6 WARRANTY

The Manufacturer shall furnish a one year written warranty as follows for the complete package grinder pump sewage system against any and all defects in material and factory workmanship provided product is installed, serviced, and operated under normal conditions according to Manufacturer's instruction. Defects found during the warranty period will be reported to the manufacturer by the owner. Repair or parts replacement required as a result of such defect will be made free of charge during this period upon return of defective parts or equipment to manufacturer.

## 2.0 PRODUCTS

### 2.1 MATERIALS

All components shall be constructed of corrosion resistant materials with proven history in residential sewage service. Painted steel or galvanized steel components exposed to effluent shall not be allowed.

### 2.2 MANUFACTURED UNIT

Vendor shall provide factory built and tested Residential Grinder Pump Sewage System(s) a fiberglass collection basin, shut-off valve, check valve and electrical alarm/disconnect panel, and all necessary internal wiring, piping, and controls.

### 2.3 CORE UNIT

Residential Grinder Pump Sewage System(s) shall have easily removable pump assembly. The pump assembly shall contain pump, motor, grinder, and 1 check valve. A ½" polypropylene lifting rope with knots in 12" increments with a breaking strength of 3750 Lbs. is to be provided to retrieve the pump from the collection basin for repair or replacement. Pump must be serviceable or repairable without special tools.

### 2.4 COMPONENTS

- A. **Grinder Pump:** Grinder pump shall be a centrifugal design with mechanical seal, vertical shaft, motor driven, solids handling pump.
- 1) **Grinder:** Grinder unit shall be on suction side of pump impeller and discharge directly into impeller inlet leaving no exposed shaft to permit packing or wrapping of ground solids. Grinder shall include a stationary hardened, stainless steel, cutter ring spaced in accurate close annular alignment with the driven cutter element. The driven cutter shall carry two (2) hardened and ground type series 440 stainless steel cutters. This assembly shall operate without objectionable noise or vibration over the entire range of operating conditions. The grinder shall be designed and constructed so as to eliminate clogging and jamming under all normal operating conditions including

starting. Stationary cutter shall be reversible to provide new cutting surface without replacing with new material. Cutters shall be hardened to Rockwell 55-60C.

The grinder shall be capable of reducing all components in normal domestic sewage, including a reasonable amount of "foreign objects", such as paper, plastic, diapers, and the like, to finely-divided particles which will pass freely through the passages of the pump and the 1-1/2" diameter piping.

- 2) **Electric Motor:** Motor shall be a 2 HP, 3450 RPM, 230V, 60 Hertz, single phase, ball bearing, with Class F windings. Motor can be mounted in a sealed, dielectric oil filled, submersible housing to provide permanent lubrication and efficient cooling or air cooled with appropriate insulation. Start switch shall be of solid state design. Start and run capacitors shall be mounted inside control panel for ease of replacement. Motor design shall be adequate so that the pump is non-overloading throughout the pump performance curve. Stator windings shall be insulated with moisture resistant Class F or H insulation rated for a minimum 311°F (155°C) with heat sensor. The motor shall be designed for handling residential sewage of 104°F (40°C) and capable of up to thirty (30) evenly spaced starts per hour. Inherent protection against running overloads or locked rotor conditions for the pump motor shall be provided by the use of an automatic-reset, integral thermal and current overload protector incorporated into the motor windings. This motor protection shall have been specifically investigated and recognized by UL and certified by CSA for the application.
- 3) **Pump Cable:** The pumps shall be equipped with 35 feet of 14 AWG 4-conductor cable and shall be sealed at the motor end as it enters the motor casing by a two-part barrier to moisture intrusion. The barrier shall be the compression of the oil and chemical resistant grommet, which shall seal the outer jacket of the power cord. In the event that the outer jacket of the power cord should become damaged, then the second line of defense shall be the epoxy poured isolated conductors within the jacketed cable itself. The insulation shall be removed from the individual conductors and the epoxy shall be allowed to form a leak-proof seal against wicking of the power cable between the outer jacket and the insulation of the individual conductors. The outer jacket of the power cord shall be oil resistant and water-resistant. The power cable shall be rated for NEC type "SOW" or "SOOW".
- 4) **Mechanical Seals:** Grinder pump shall be provided with dual mechanical shaft seals to prevent leakage between the pump and motor. Seal interface shall be held in contact by stainless steel spring and hardware. Seal system shall be cooled and lubricated with dielectric oil from the motor housing. Seal system shall not rely upon the pumped media for lubrication. Seal system shall be protected from solids in pumped media by pump-out vanes on pump impeller back shroud.
- 5) **Pump Construction:** Motor housing, bearing housing and volute shall be of ASTM A-48 gray cast iron, with smooth surfaces devoid of blow holes or other irregularities. All exposed nuts or bolts shall be Type 304 stainless steel or brass construction. All metal surfaces coming into contact with the residential sewage other than stainless steel or brass, shall be protected by an electrocoat paint finish on the interior and exterior of the pump.

- 6) **Pump/Motor Shaft:** Shaft shall be constructed of solid 400 series stainless steel. Shaft length measured from lower ball bearing to end of shaft shall not exceed 2-3/4 inches to minimize deflection and prolong bearing and mechanical seal life.
  - 7) **Bearings:** Pump/motor shaft shall rotate on two single row ball bearings. Motor bearings shall be permanently lubricated by complete submergence in dielectric oil. Bearings shall be designed to compensate for axial thrust and radial forces developed by pump operation at all points on the pump performance curve and a twenty (20) percent grinder duty cycle. Calculations shall be provided by the pump manufacturer upon request. Sleeve or grease packed bearings shall not be acceptable. Bearings which require lubrication according to a prescribed schedule shall not be acceptable.
  - 8) **Mechanical seals:** Motor shall be protected by two mechanical seals mounted in tandem with a seal chamber between the seals. Seal chamber shall be oil filled to lubricate seal face and to transmit heat from shaft to outer shell. The rotor and stator in the motor housing shall be separated and protected from the pumped liquid by an oil filled seal housing incorporating two mechanical seals mounted in tandem. The seal housing shall be equipped with or without a moisture sensing probe installed between the seals, and the sensing of moisture in the seal chamber shall be automatic, continuous, and not require the pump to be stopped or removed from the wet well. Single seal protection will not be considered equal. Seal face shall be as a minimum carbon and ceramic and lapped to a flatness of one light band. All hardware is to 300 series stainless steel and sealing elastomers are to Buna-N Rubber.
  - 9) **Impeller:** The impeller shall be design for rough duty service and shall be of a semi-open design with hydrodynamic pump out vanes on the rear shroud. The impeller may be constructed of (standard) engineered thermoplastic, or bronze. The impeller shall be of a non-overloading design.
- B. Collection basin:** Basin shall be made from a fiberglass reinforced polyester resin 24" diameter and 60" deep.
- 1) Cover is to be a green 900 lb. bearing weight molded polyethylene cover to fit a 24" fiberglass basin with two inch (2") mushroom vent.
- C. Piping and Valves:**
- 1) **Internal Discharge Piping:** Collection tank shall be equipped with schedule 80 PVC discharge piping joined by solvent cement.
  - 2) **Integral Check Valve:** Pump discharge shall be equipped with a vendor supplied, gravity operated, self-cleaning, PVC flap valve to prevent drainage back into the collection tank. Check valve shall provide a full-port passageway and an access port for visual and physical inspection without disassembling the discharge piping. All working parts shall be non-metallic to ensure corrosion resistance.
  - 3) **Isolation Valve:** Discharge piping shall be equipped with a PVC single union ¼ turn ball valve rated at 235 PSI at 73°F (23°C).
  - 4) **Compression Piping Seals:** All pipe penetrations shall be sealed with compression pipe grommets injection molded from DuPont Alcryn®, or equal, thermoplastic.
- D. Primary Level Control:** Pump level control to be a sealed mercury float switch. Pump on, off, and alarm levels shall be controlled by three (3) mercury switches that will activate a

motor contactor in the control panel. Float shall be non-corrosive Polypropylene plastic for use in liquids up to 140° F (60°C). ~~Float cables shall be 18 gauge, 2 conductors, UL/CSA SJOW neoprene, water resistant cord of sufficient length to reach the junction box with no splices.~~

- E. **Seal Failure Indicator:** (If a seal failure probe is used) the control panel shall provide a means for connecting the seal failure probe for the pump. The control panel shall incorporate a seal failure warning light that provides a visual indication of moisture entry into the motor. The seal failure indication light shall not stop the pump.
- F. **High Level Alarm:** Each pump will incorporate a high level pilot duty alarm float. The float will provide notification of main level control failure. If the primary level control should fail, the high level float, when tripped, will signal an external alarm panel.
- G. **Alarm/Disconnect Panel:** Each grinder pump sewage system shall include a NEMA 4X, UL listed, Alarm/Disconnect Panel suitable for wall (indoor or outdoor) or pole mounting. The NEMA 4X enclosure shall be manufactured of thermoplastic or fiberglass to assure corrosion resistance. The enclosure shall include a hinged, lockable cover. The enclosure will act as the junction box for the main wiring coming in from the house and the wiring going to the collection basin.

Electrical specifications for each alarm/disconnect panel are as follows:

#### **Input Voltage**

- 230 VAC 60 Hz Single Phase (Pump)

#### **Current**

- Pump – 20 Amp Max
- Alarm - < 1 Amp

#### **Circuit Breakers**

- Pump – 20 Amp, 2 Pole
- Alarm – 10 Amp, 1 Pole
- Main feed to Alarm/Disconnect Panel – 30 Amp, 2 Pole

The Alarm/Disconnect Panel shall contain separate breakers for the pump and alarm electronics to allow the alarm to still function if the pump breaker has tripped. Power to the unit should be provided via a 30 Amp, 2 pole breaker to allow the provided 20 Amp pump breaker (located inside alarm box enclosure) to trip prior to the breaker in the house.

The Alarm/Disconnect Panel shall include the following features: HOA switch with light, HWA light and buzzer with silence switch, seal failure light (if seal failure probe is used), motor contactor with overload, pump circuit breaker. In the event the high water alarm float is triggered, a horn and light will activate. The Alarm/Disconnect Panel shall include a momentary push button linked to a relay silence circuit that will allow the user to deactivate the horn while keeping the light ON. The visual alarm remains illuminated until the water level in the basin drops below the OFF setting of the alarm float. HOA switch allows for either "Hand" (manual), "Off" or Automatic pump operation. The entire Alarm/Disconnect Panel as manufactured shall be listed by *Underwriters Laboratories, Inc.*

# Specifications for Jacking, Boring or Tunneling of Pipe

## 1. GENERAL

This item shall govern for furnishing and installing of pipe by the methods of jacking, boring or tunneling as shown on the plans and in accordance with this item.

## 2. MATERIALS

Pipe may be either steel pipe, corrugated metal pipe or reinforced concrete pipe, or other types as may be specified by the ENGINEER of shown on the plans. Steel pipe exterior shall be coated with two coats of coal-tar enamel.

## 3. CONSTRUCTION METHODS

- 1) General – If the grade of the pipe at the jacking, boring or tunneling end is below the ground surface, suitable pits or trenches shall be excavated for the purpose of conducting the jacking, boring or tunneling operations and for placing end joints of the pipe. Excavations greater than five (5) feet in depth shall be protected as specified in "Trench Safety Plan".

Where pipe is required to be installed under railroad embankments, highways, streets, or other facilities by jacking, boring or tunneling methods, construction shall be made in such manner that will not interfere with the operation of the railroad, street, highway, or other facility, and shall not weaken or damage any embankment or structure.

Pipe damaged in jacking, boring or tunneling operations shall be repaired in place to the satisfaction of the ENGINEER. Pipe damaged beyond repair will be removed and replaced. Repair or removal and replacement of damaged pipe will be done at the CONTRACTOR'S expense.

The pits or trenches excavated to facilitate jacking, boring or tunneling operations shall be backfilled immediately after the installation of the pipe has been completed.

- 2) Jacking – Heavy-duty jack suitable for forcing the pipe through the embankment shall be provided. In operating jacks, even pressure shall be applied to all jacks used. A suitable jacking head and suitable bracing between the jacks and the jacking head shall be provided so that pressure will be applied to the pipe uniformly around the ring of the pipe. Joint cushioning material of plywood or other material may be used as approved by the ENGINEER. A suitable jacking frame or backstop shall be provided. The pipe to be jacked shall be set on guides, properly braced together, to support the section of the pipe and to direct the pipe in the proper line and grade. The whole jacking assembly shall be placed so as to line up with the direction and grade of the pipe. In general, the embankment material shall be excavated just ahead of the pipe, the material removed through the pipe, and the pipe forced through the embankment with jacks, into the space thus provided.

The excavation for the underside of the pipe, for at least one-third of the circumference of the pipe, shall conform to the contour and grade of the pipe.

Over-excavation to provide not more than two- (2) inches of clearance may be provided for the upper half of the pipe. ~~This clearance shall be tapered to zero at the point where the excavation conforms to the contour of the pipe.~~ Over-excavation in excess of one (1) inch shall be pressure grouted the entire length of the installation.

Preferably, the pipe shall be jacked from the low or downstream end. The final position of the pipe shall not vary from the line and grade shown on the plans, or established by the ENGINEER.

The CONTRACTOR may use a cutting edge of steel plate around the head end of the pipe extending a short distance beyond the end of the pipe with inside angles or lugs to keep the cutting edge from slipping back onto the pipe.

When jacking of pipe has begun, the operation shall be carried on without interruption, insofar as practicable; to prevent the pipe from becoming firmly set in the embankment.

- 3) Boring – The boring shall proceed from a pit provided for the boring equipment and workmen. The location of the pit shall be approved by the ENGINEER. The boring shall be done mechanically either using a pilot hole or by the auger method.

When the pilot hole method is used an approximate two (2) inch pilot hole shall be bored the entire length of the crossing and shall be checked for line and grade on the opposite end of the bore from the work pit. This pilot hole shall serve as the centerline of the larger diameter hole to be bored.

When the auger method is used, a steel encasement pipe of the appropriate diameter equipped with a cutter head to mechanically perform the excavation shall be used. Augers shall be of sufficient diameter to convey the excavated material to the work pit.

Excavated material shall be disposed of by the CONTRACTOR, as approved by the ENGINEER. The use of water or other fluids in connection with the boring operation will be permitted only to the extent necessary to lubricate cuttings; jetting will not be permitted.

In unconsolidated soil formations, a gel-forming colloidal drilling fluid consisting of at least 10 percent of high grade carefully processed bentonite may be used to consolidate cuttings of the bit, seal the walls of the hole, and furnish lubrication for subsequent removal of cuttings and immediate installation of the pipe. Overcutting in excess of one (1) inch shall be remedied by pressure grouting the entire length of the installation.

- 4) Tunneling – Where the characteristics of the soil, the size of the proposed pipe, or the use of monolithic sewer would make the use of tunneling more satisfactory than jacking or boring; or when shown on the plans, a tunneling method may be used, with the approval of the ENGINEER.

When tunneling is permitted, the lining of the tunnel shall be of sufficient strength to support the overburden. The CONTRACTOR shall submit the proposed liner method to the ENGINEER for approval. Approval by the ENGINEER shall not relieve the CONTRACTOR of the responsibility for the adequacy of the liner method.

The space between the liner plate and the limits of excavation shall be pressure-grouted or mud-jacked.

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Access hole for placing concrete shall be spaced at maximum intervals of 10 feet.

- 5) Joints – If corrugated metal pipe is used, joints may be made by field bolting or by connecting bands, whichever is feasible. If reinforced concrete pipe is used, the joints shall be approved by the ENGINEER. Smooth steel pipe shall be welded.
- 6) Carrier Pipe – Carrier Pipe placed in bore or tunnel casing shall be supported with wood (timber) spacers and skids strapped to carrier pipe. The spacer/skids shall support 60% of laying length of carrier pipe and be secured with 3 stainless steel straps for each set of skids, minimum of 3 sets of skids are required for each pipe length. Skids shall be fabricated from hardwood or southern pipe stock.
- 7) Measurement – This item will be measured by the linear foot between the ends of the pipe along the flow line. For casing or tunnel, bores shall be measured by the linear foot from end to end.
- 8) Payment – Payment will be made in accordance with the unit price bid for various items set out in the Bid Proposal, usually as “Bore and Casing” for designated size of water or sewer line, or bore for designated size of water or sewer line. The unit price bid for “Bore and Casing” or bore for specific size line, shall not include the carrying pipe, which will be paid for at the unit price bid for designated size and depth.

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## **Specifications for Hot-Mix Asphaltic Concrete Pavement**

### **1. DESCRIPTION**

This specification shall consist of a surface coat composed of a compacted mixture of mineral aggregate and asphaltic materials. The pavement shall be placed on an approved subgrade; base or wearing surfaces in accordance with details shown on the Plans.

### **2. MATERIALS**

All materials, mineral aggregate, asphaltic materials, prime coat tack coat and additives shall be in accordance with Item 340 Texas Department of Transportation Standard Specification for Construction of Highways, Streets and Bridges.

### **3. PLACING**

Materials shall be placed in accordance with Item 340, TxDOT and compacted as set out in Item 340 and as directed by the ENGINEER.

### **4. MEASUREMENT**

Measurement shall be in units designated on Bid Proposal of specified thickness.

### **5. PAYMENT**

Payment for completed and acceptable surface coat shall be made at the unit price bid on Bid Proposal and the unit price bid shall be full compensation for tack coat, prime coat, materials, rolling, all equipment, labor machinery, supervision required for completion of work.

---

## **Specifications for Cement Stabilized Sand Backfill**

### **1.0 DESCRIPTION**

This item shall govern the material, basis for payment, and measurement of cement stabilized sand.

### **2.0 MATERIALS**

Cement stabilized sand shall be composed of River sand (P.I. of 4 or less) or equal and not less than one and one-half (1½) sacks of Portland Cement per cubic yard thoroughly mixed, in a mill type mixer.

### **3.0 BASIS OF PAYMENT**

Basis of payment shall be at the unit price bid for designated unit as it appears on bid proposal. The unit price bid of specified unit shall be full compensation for all materials, labor, machinery, or other operations required to place cement stabilized sand.

### **4.0 MEASUREMENT**

Measurement will be made by weight ticket showing pounds of material per truckload and shall be acknowledged by the OWNER'S representative on the job.

## **Specifications for Crushed Limestone Flexible Base**

### **4. DESCRIPTION**

This item shall consist of a foundation course for surface course; and shall be composed of crusher-run broken stone; and shall be constructed as herein specified in courses not over 6" thick after compaction in conformity with the typical sections shown on the plans and to lines and grades as established by the ENGINEER.

### **5. MATERIALS**

2.1 The material shall be obtained from an approved source, shall be crushed, shall consist of durable particles of crushed stone graded from coarse to fine; shall be screened or otherwise manipulated prior to crushing to remove all soil, clay, or other objectionable material, and shall contain approved binding material produced in the crushing process.

2.2 When properly slaked and tested by current standard laboratory methods, materials shall meet the following requirements:

Retained on 1 ¾" screen	0%
Retained on ¾" screen	15-45%
Retained on ¼" screen	45-75%
Retained on 40 mesh sieve	60-85%

2.3 When tested by current standard laboratory methods, the soil binder (material passing the 40 mesh sieve) shall meet the following requirement:

The liquid limit shall not exceed	40
The Plasticity index shall not exceed	10

2.4 When tested by the Wet Ball Method for determining disintegration of Flexible Base Material, the material shall not have a wet ball mill wear exceeding 40%.

### **6. CONSTRUCTION METHODS**

3.1 Preparation of Subgrade – The area to be surfaced shall be excavated and shaped to conform with the typical sections shown on the plans and to the lines and grades established by the ENGINEER. All unstable or otherwise objectionable material shall be removed from the subgrade and replaced with approved material. All holes, ruts, and depressions shall be filled with approved material, and if required, the subgrade shall be thoroughly wetted and reshaped and rolled to the extent directed in order to place the subgrade in an acceptable condition to receive the base material. The surface of the subgrade shall be finished to line and grade within a tolerance of ½" in cross section, and ½" in a length of 16" longitudinally. Material excavated in preparing the subgrade shall be utilized in filling adjacent areas, or otherwise disposed of as directed.

3.2 First Course – The material shall be delivered in vehicles of an approved capacity, and it shall be the responsibility of the CONTRACTOR that the required amount of

material shall be delivered and spread to provide the required compacted thickness.

Material deposited on the subgrade shall be spread the same day. The material shall be sprinkled, if the moisture content is less than the optimum required for compaction, and shall then be bladed, and shaped to conform to the typical section shown on the plan. Sufficient moisture shall be added to the material to minimize segregation of the coarse or fine aggregate, and any "nests" of segregated coarse or fine material shall be corrected or removed and replaced with well graded material. If additional binder is necessary after the material is spread and shaped, it shall be furnished and applied in the amounts required to fill the voids of the coarser aggregate. Additional binder material shall be carefully and evenly incorporated with the material in place by blading, scarifying, harrowing, or other approved methods. The course shall be sprinkled as required and rolled until an uniformed compaction is secured. Irregularities, depressions or weak sport which develop shall be corrected immediately by scarifying the areas affected, adding suitable material as required, reshaping and re-compacting by sprinkling and rolling. Blading and rolling shall continue until the base is compacted to a minimum of 95% of Standard Proctor Density.

- 3.3 Rollers shall be pneumatic tired rollers with not less than nine (9) pneumatic tired wheels, running on axles in such a manner that the rear group of tires will not follow in the tracks of the forward group, and mounted in a rigid frame provided with a platform or body suitable for ballast loading. The pneumatic tired roller shall have an effective rolling width of approximately 60" and shall be so designed that by ballast loading, the load may be varied uniformly from 100 pounds to 325 pounds per inch of width of tire tread. The pneumatic tired roller may be either the self-propelled type, or towed type roller drawn by a pneumatic tired tractor. Rollers shall be maintained in good repair and operating condition, and shall be approved by the ENGINEER.
- 3.4 Succeeding Courses – Construction methods and requirements shall be the same for succeeding courses as prescribed for the first course, except that the surface of the final course shall be finish rolled with a steel wheeled roller, if required, to obtain a smooth and uniform surface.

## **7. MEASUREMENT**

Measurement shall be made in the units designated on the bid proposal, usually by the square yard, in place, and compacted.

## **8. PAYMENT**

Payment shall be made at the unit price bid for designated unit on Bid Proposal and the unit price bid and shall be full compensation for all materials, labor, machinery, equipment, preparation shaping, compaction, etc., necessary to meet Plans and Specifications, in accordance with and acceptable to, the ENGINEER.

## **Specifications for Mobilization and Demobilization**

### **1.0 GENERAL**

#### **1.1 MOBILIZATION**

This section covers the mobilization of personnel, equipment, materials and supplies, and their transport to the job site, insurance, payment and, performance bonds. Also included is setting up the CONTRACTOR's complete construction plant, field office and other construction facilities, as required for the CONTRACTOR's operation, all in adequate time for satisfactory performance of all Work under the Contract.

#### **1.2 DEMOBILIZATION**

Demobilization shall include the removal of all construction plant, equipment and accessories, materials, supplies, appurtenances, construction debris and the like from the job site upon completion of the Work.

### **2.0 MEASUREMENT AND PAYMENT**

#### **2.1 MEASUREMENT**

No measurement for Work of this Section will be made.

#### **2.2 PAYMENT**

Payment for Mobilization and Demobilization Work of this Section will be made at the lump sum price for Bid Item No. 1, Mobilization and Demobilization, in the Schedule of Quantities and Prices, which shall not exceed 10 percent of the Bid Subtotal. Payment for mobilization will be made with the first progress payment and will be equal to 90% of the amount bid for Bid Item No. 1. The remaining 10% will be paid with the final project payment and will be proportional to the amount of the CONTRACTOR Use Areas that have been cleaned and restored to their original condition in a total amount of 10 (Ten) % of the amount bid.

## Specifications for Man Hours and Equipment Time

### 1.0 DESCRIPTION

It is the intent and purpose of these specifications to govern the use of man time and equipment time where required and authorized by the ENGINEER.

- 1.1 MAN HOURS: The labor of one able-bodied man working for one (1) hour with tools.
- 1.2 TRUCK HOURS: A truck in good and acceptable repair rated at 2 ½ tons but capable of hauling a minimum of three (3) cubic yards of material, with a competent driver and with all necessary fuel, lubricating oil and grease furnished, operating on the work for one hour.
- 1.3 BULLDOZER HOURS: A bulldozer in good and acceptable repair, having a minimum rated capacity of 35 HP with a competent operator and with all necessary fuel, lubricating oil and grease furnished, operating on the work for one hour.
- 1.4 LOADER/BACKHOE HOURS: A rubber tired or tracked Loader/Backhoe in good and acceptable repair, with a minimum size loader of 1 ¼ C.Y. and backhoe bucket of a minimum size of 24" with a competent operator and with all necessary fuel, lubricating oil and grease furnished, operating on the work for one hour.
- 1.5 MOTOR GRADER HOURS: A motor grader in good and acceptable repair, having a mould-board or blade twelve (12) feet in length, with a competent operator and with all necessary fuel, lubricating oil and grease furnished, operating on the work for one hour.

### 2.0 MEASUREMENT AND PAYMENT

- 2.1 MEASUREMENT: Measurement for the above personnel and equipment will be made by the hour.
- 2.2 PAYMENT: Payment for the above equipment and personnel will be made at the unit price bid per hour for each item which price shall be full compensation for furnishing the above described items, which includes all supervisory personnel, including foremen, all Social Security, Old Age Benefits, Insurance, Overhead, Profit, Fuel, Lubrication, Tools, and Maintenance required to efficiently operate man and equipment. Insurance requirements shall meet or exceed State and other governing agency requirements.

RECEIVED 10:42 AM OCT 24 2017



16736 IH 10-Vidor, Tx 77662  
 (409)769-0089 Phone  
 (409)769-1288-Fax

"Bid Documents For"

Owner: Jefferson County

Address: 1149 Pearl Street, 1<sup>ST</sup> Floor  
 Beaumont, Tx. 77701

Project Title: **Cheek Phase V-Cheek Community Sewer Improvements  
 Grinder Pump and Force Main Installation**

Bid Number: IFB 17-008/JW

Due Date/Time: October 24, 2017  
 11:00 A.M.

Bidder: **BDS Constructors LLC dba MK Constructors**

*"Purchasing"*



## ACTION CIVIL ENGINEERS, PLLC

Firm Registration No. F-16376

October 24, 2017

Jefferson County Purchasing Department  
1149 Pearl Street  
Beaumont, Texas 77701

RE: Recommendation to Award a Contract  
*"Cheek Phase V – Cheek Community Sewer Improvements,  
Grinder Pump and Force Main Installation"*  
Jefferson County  
ACE Job No. ACE Job No. 115-02 Cheek Community - Phase V

Dear Ms. Clark:

We have reviewed bids received from one (1) contractor submitting a bid for the project referenced above. Bids were received until 11:00 A.M. October 24, 2017, opened and read out loud in the Commissioner's Court room, 4th floor of the Old Courthouse. Seven (7) contractors had secured plans and specifications for the above referenced project; but only one (1) elected to submit a bid. Due to the unusual high volume of work going on following the aftermath of hurricane Harvey, the one bid that we received was in line with similar past work, and within our current project budget.

The bid received from **MK Constructors, 2485 North Street, Vidor, Tx. 77662** in the amount of **\$161,965.00**, with ninety (90) calendar days to complete the project is a reasonable cost and time frame in today's construction market for this type of project.

Therefore in conclusion we recommend award of a contract to **MK Constructors, 2485 North Street, Vidor, Tx. 77662** in the amount of **\$161,965.00**, with ninety (90) calendar days for the construction of the *"Cheek Phase V – Cheek Community Sewer Improvements, Grinder Pump and Force Main Installation"*. It is further recommended that the County award the Alternate Bid Proposal of Additional Grinder Units for the additional amount of **\$43,899.00**. With the alternate, the total bid award will be **\$205,864.00**.

Sincerely,

William V. Larrain, P.E.

Manager

Action Civil Engineers PLLC

[wlarrain@acecivilengineers.com](mailto:wlarrain@acecivilengineers.com)



October 23, 2017

PROPOSAL

Ms. Deborah Syphrett-Clark  
Purchasing Agent  
Purchasing Department  
1149 Pearl Street  
Beaumont, Texas 77701

Re: (IFB 17-029/JW) Engineering Services for Jefferson County Sheriff's Department  
Hangar at Jack Brooks Regional Airport – Geotechnical Addendum  
LJA Project No. 079-1013A  
Proposal No. 17-01129 CO1

Dear Ms. Clark:

LJA Engineering, Inc. ("LJA") is pleased to provide this proposal to Jefferson County, Texas, ("Client") for professional engineering services for the referenced project. During the course of this re-bid additional information was discovered about the foundation construction of the adjacent Hangar #7. The original geotechnical report for Hangar #7 was used as the basis for the sheriff's office hanger since the two sites were adjacent to one another. In this report the recommendation was to support the structure on drilled and under reamed footings. It was discovered from a project binder for the hangar structure that during construction the drilled footings could not be installed due to caving in of the shafts. At that time, it was recommended by the geotechnical engineer to convert to a shallow spread footing design.

Based on this discovery, LJA decided to follow suit and design the foundation as a shallow grade supported slab. In order to design this foundation type LJA asked for a report addendum from the original geotechnical engineer for design parameters in order to complete this task.

LJA is requesting reimbursement for these services in the amount of \$1,925. If this proposal meets with your approval, please execute and return a copy to our office. Your signature below will be sufficient authorization to commence the stated work.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you should have any questions, please do not hesitate to call me at 409.291.5362.

Sincerely,

  
Heath E. Reynolds, PE  
Project Manager

  
Robin Warrick, PE  
Project Manager

HER/sp

**APPROVED FOR JEFFERSON COUNTY TEXAS**

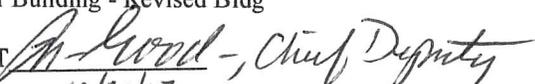
By: 

Name: Jeff R. Branick

Title: Jefferson County Judge

Date: October 30, 2017



ATTEST   
DATE 10/30/17



Mailing Address:  
P.O. Box 20678  
Beaumont, Texas 77720-0678

October 26, 2017

(409) 842-8181  
(409) 842-2274  
setex@setexconstruction.com  
setexconstruction.com

Deborah Clark  
Jefferson County  
1149 Pearl Street  
Beaumont, TX 77701

**Project:** "Ford Park Repairs"

General Contracting

**Subject:** "Proposal"

Construction Management

Dear Mrs. Clark:

Design-Build

We are pleased to submit our proposal utilizing our 15/041JN-11-2015 Choice Partners JOC Texas Contract based on local CCI and our coefficient of .89.

Job Order Contracting

**Proposal Recap:**

Facilities Maintenance

**Rooms 1078**

- Prep floors
- Install LVT flooring
- Install base
- Repair drywall
- Tape, float, texture, and paint
- Replace casework

Commercial

Industrial

Government

**Rooms 1073, 1076, and 1082**

Healthcare

- Prep floors
- Install LVT flooring
- Install base
- Repair drywall
- Tape, float, texture, and paint
- Replace ceiling tile

Infrastructure

Corporate

**Rooms 1066, 1071, 1077, and 1079**

Education

- Prep floors
- Install LVT flooring
- Install base
- Repair drywall
- Tape, float, texture, and paint
- Detach and reset toilet

Performing Arts

Historical

(continued on next page)



Mailing Address:  
P.O. Box 20678  
Beaumont, Texas 77720-0678

Rooms 1067, 1068, 1069, 1070, 1072, 1074, 1075, 1078, 1080, 1081, 1083, 1084, 1085, 1088, 1089, 1092, 1094, 1095, 1096, 1097, 1098, 1099, 1100, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1146, 1147, Home Toilet, and Visitor Toilet.

(409) 842-8181  
(409) 842-2274  
setex@setexconstruction.com  
setexconstruction.com

- Prep floors
- Install LVT flooring
- Install base
- Repair drywall
- Tape, float, texture, and paint

General Contracting

**Loading Dock**

Construction Management

- Repair four (4) columns near back door
- Paint seven (7) columns

Design-Build

**Proposed Exclusions:**

Job Order Contracting

Painting doors and frames, performance and payment bonds, unforeseen items beyond scope.

Facilities Maintenance

Subtotal	\$	107,298.38
Bond	\$	2,682.45
<b>Total Proposed Cost</b>	<b>\$</b>	<b>109,980.83</b>

Commercial

We estimate approximately fifteen (15) working days' total duration, upon material delivery.

Industrial

This pricing is based on normal hours Monday thru Friday 7:00am to 4:00pm. Please contact us at 409-842-8181 at your convenience to go over this estimate.

Government

We trust the proposal meets with your approval and please advise us accordingly.

Healthcare

Respectfully Submitted,  
**SETEX Construction Corp.**

Infrastructure

Corporate

Michael Waidley  
Project Manager

Education

J17-0059

Performing Arts

Historical

**ATTEST:**

*Carolyn L. Guidry*  
Carolyn L. Guidry, County Clerk



JEFFERSON COUNTY, TEXAS

*Jeff R. Branick*  
Jeff R. Branick, County Judge

Date: October 30, 2017

**AGENDA ITEM****October 30, 2017**

Receive and file executed Amendment in Lease Agreement between Jefferson County and Al Judice d/b/a Judice's Restaurant.

**AGENDA ITEM****October 23, 2017**

Consider, possibly approve and authorize the County Judge to execute an Amendment in the Lease Agreement executed between Jefferson County and Al Judice d/b/a Judice's Restaurant to increase the size of the demised premises.

The State of Texas	§	<b>Retail Development (Restaurant)</b>
County of Jefferson	§	<b>Land Lease Agreement</b>

AMENDMENT

<sup>to</sup>  
<sup>October</sup>  
This is a lease Amendment (herein "Amendment" and/or "Lease"), made as of September ~~23~~ <sup>23</sup>, 2017, by and between **Jefferson County, Texas**, ("LESSOR" or "LANDLORD"), a political subdivision of the state of Texas, and **Al Judice, dba Judice's Restaurant, or its authorized assignee**, (herein "LESSEE" or "TENANT") being an individual with a duly filed assumed name certificate within Jefferson County, and as such, authorized to do business in Jefferson County, Texas.

Lease is amended to increase the size of **Demised Premises**, Jefferson County, as LESSOR, hereby lets to LESSEE and LESSEE hereby leases from LESSOR that certain tract of land within the Development Property, which specific tract is generally described as the **Ground Lease for Restaurant Pad Improvements**, which containing approximately **1.38 acres or 60,112.80** square feet more or less detailed in Exhibit "B" attached, located at the Airport; together with the right to use and enjoy all improvements thereon, whether existing or constructed or to be constructed, referred to herein as the "**Property**", "**Leased Premises**" and/or "**Demised Premises.**"

Lease is also amended to read the construction of **Al Judice, dba Judice's Restaurant, or its authorized assignee**, (herein "LESSEE" or "TENANT") will be a two story building instead of a one story building.

EXECUTED in triplicate originals as of the date first above written.

LESSOR:

**Jefferson County**

BY: *Ed Branick*  
*fa*  
Jeff Branick  
Jefferson County Judge

ATTEST:

**Jefferson County**

BY: *Carolyn Guidry*  
Carolyn Guidry  
Jefferson County Clerk

LESSEE:

*Al Judice* **Judice, dba**

**Judice's Restaurant**

BY: *OWNER*

\_\_\_\_\_  
Authorized Representative



**Jack Brooks Regional Airport**

5000 Jerry Ware Drive Suite 100, Beaumont TX 77705  
 Tel 409.719.4900 Fax 409.722.2830  
 Flysetx.com



Judice – Airport Ground Lease  
 Proposed Lease Amendment & Inter-Local with NEDC

Commissioners Court,

I have received two requests from the Nederland EDC regarding the Judice Ground Lease. The original Judice lease is as follows:

Square Feet:		28,000
Initial \$ per SF:		\$0.20
<b>Initial Annual Rent:</b>	<b>\$</b>	<b>5,600</b>
Est FMV SF:	\$	4.00
Est Total FMV:	\$	112,000
Return on Asset/Investment:		5.0%

The current lease of \$0.20 per square foot for the 28,000 square feet will generate \$5,600 in annual rent, escalating 30% after year 6, and then increasing \$0.02 per square foot every five years thereafter. The County will also receive around \$1,666 in annual property taxes. This equals \$7,266 per year for the first 5 years, escalating thereafter commensurate with lease rates and property valuations. For the length of the lease, the County will receive, conservatively \$512,870. Assuming a 1.4% AWY for a discount rate, the Net Present Value of the Cash Flows is around \$360,028. Factoring the square footage to the NPV gives the County a \$12.86 per square foot valuation of the lease. This is exclusive of any sales taxes collected.

**The first request for the Court’s consideration is an Amendment to the Ground Lease to increase the foot print from 28,000 to 60,112 square feet.**

The Amended Judice lease would be as follows:

Square Feet:		60,122
Initial \$ per SF:		\$0.20
<b>Initial Annual Rent:</b>	<b>\$</b>	<b>12,022</b>
Est FMV SF:	\$	4.00
Est Total FMV:	\$	240,448
Return on Asset/Investment:		5.0%

This Amendment more than doubles the footprint requested and financial benefit to the County. The reason Judice wants to increase the lease size is his planned restaurant size has increased and will need the additional space for building and parking.

The second request for the Court’s consideration is to execute an additional Inter-Local to reimburse, to the NEDC, water and sewer utility infrastructure costs directly related to the Judice site.

On the attached Exhibit A, the existing and proposed water and sewer lines are identified, in relation to the Judice Site.

Originally, the plan as conveyed to the Court, was for Judice to tap into the existing water and sewer utilities. Upon further review during the due diligence period, the City of Nederland made the assessment that the distance from the Judice site to the existing sanitary sewer lift station is too great to adequately handle the anticipated volume and a fire hydrant is needed closer to the site as well.

The proposed solution is to install a temporary lift station to collect the sanitary sewer from Judice site and install a fire hydrant. According to the proposed plan, up to 2 additional tenants or 3 total, depending upon size and type, would benefit from the proposed temporary lift station.

Costs for the proposed solution are:

8" Water Line	L.F.	\$ 35.00	480	\$ 16,800.00
Fire Hydrant	EA.	\$ 5,000.00	1	\$ 5,000.00
8" Tee	EA.	\$ 1,750.00	1	\$ 1,750.00
8" Gate Valve	EA.	\$ 2,250.00	1	\$ 2,250.00
8" Plug	EA.	\$ 500.00	1	\$ 500.00
Connection to Existing Water Line	L.S.	\$ 750.00	1	\$ 750.00
Total Water Items				\$ 27,050.00

2" Sanitary Sewer Force Main	L.F.	\$ 20.00	1,300	\$ 26,000.00
8" Sanitary Sewer Collection Line	EA.	\$ 30.00	575	\$ 17,250.00
Sanitary Sewer Manhole	EA.	\$ 5,000.00	3	\$ 15,000.00
Grinder Pump	EA.	\$ 3,000.00	2	\$ 6,000.00
Connection to Existing Lift Station	EA.	\$ 2,500.00	1	\$ 2,500.00
Total Sewer Items				\$ 66,750.00

TOTAL WATER ITEMS \$ 27,050.00

TOTAL SEWER ITEMS \$ 66,750.00

CONTINGENCY \$ 9,500.00

ENGINEERING \$ 15,000.00

---

\$ 118,300.00

According to the NEDC, the GLOW developers will install a main lift station that others can tie into. As this is temporary and Judice’s service will be connected to the “Main Sanitation System” after GLOW installs it. In order to properly evaluate the options, I have run different scenarios below:

	Scenario 1 Original	Scenario 2 Original NEDC Inter-Local	Scenario 3 Lease Amend	Scenario 4 Lease Amend NEDC Inter-Local
Square Feet:	28,000	28,000	60,112	60,112
Initial \$ per SF:	\$0.20	\$0.20	\$0.20	\$0.20
Initial Annual Rent:	\$ 5,600	\$ 5,600	\$ 12,022	\$ 12,022
Est FMV SF:	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00
Est Total FMV:	\$ 112,000	\$ 112,000	\$ 240,448	\$ 240,448
Return on Asset/Investment:	5.0%	5.0%	5.0%	5.0%
<b>Taxes</b>				
Est Taxable Land Value:	\$ 54,762	\$ 54,762	\$ 117,566	\$ 117,566
Est Taxable Improv Value:	\$ 229,600	\$ 229,600	\$ 492,918	\$ 492,918
Est Tangible Pers Prop Value:	\$ 172,200	\$ 172,200	\$ 369,689	\$ 369,689
Est TOTAL PROP:	\$ 456,562	\$ 456,562	\$ 980,173	\$ 980,173
Tax Rate Per \$100:	\$ 0.365	\$ 0.365	\$ 0.365	\$ 0.365
<b>NEDC Infrastructure:</b>	\$ -	\$ 130,000	\$ -	\$ 130,000
Annual "Cash to County"				
NEDC Pay-Back	\$ 0	\$ (6,014)	\$ -	\$ (13,597)
Ground Rents:	\$ 5,600	\$ 5,600	\$ 12,022	\$ 12,022
Property Taxes:	\$ 1,666	\$ 1,666	\$ 3,578	\$ 3,578
	\$ 7,267	\$ 1,252	\$ 15,600	\$ 2,003
Est 49 Year Total Cash Flow:	\$ 512,870	\$ 427,819	\$ 1,101,058	\$ 971,058
Est NPV Cash Flow:	\$ 360,028	\$ 282,682	\$ 772,928	\$ 651,699
NPV per SF:	\$ 12.86	\$ 10.10	\$ 12.86	\$ 10.84
		18.2 Yrs Payback		9.5 Yrs Payback

- **Scenario 1** is the ground lease as currently executed.
- **Scenario 2** is the ground lease as currently executed, with the proposed Inter-Local agreement executed.
  - Since the size of the lease relative to the proposed infrastructure work is small, it is estimated to take almost 19 years to pay-back the \$130,000.
- **Scenario 3** is the ground lease amended to increase the footprint.
  - This is included as a reference point for the addition of the proposed Inter-local.
  - Not a viable scenario since it is unlikely this would come to fruition without the infrastructure work.
- **Scenario 4** is the ground lease amended to increase the footprint, with the proposed Inter-Local agreement executed.
  - Years 1-8: The annual net cash to the County is \$2,003.
  - Year 9: \$8,800 / Years 10-15: \$20,409.
  - Escalating thereafter commensurate with lease rates and property valuations.

Essentially, The NEDC is asking the County to eventually repay the NEDC, out of future rents and ad valorem taxes, the installation costs of a temporary sanitation and water system and fire hydrant for the Judice site. The benefit to the County will be two-fold; 1) almost doubling of the estimated cash flow to the County; and 2) the Airport Frontage Development will finally get a project with shovels in the ground.

**The two items before the Court for the Judice site are contingent upon each other. If the Inter-Local isn't approved and agreed to then the Lease Amendment is not necessary.**

Kathleen Kennedy has reviewed the Inter-Local and the Lease Amendment.

Please let me know if you have any questions.

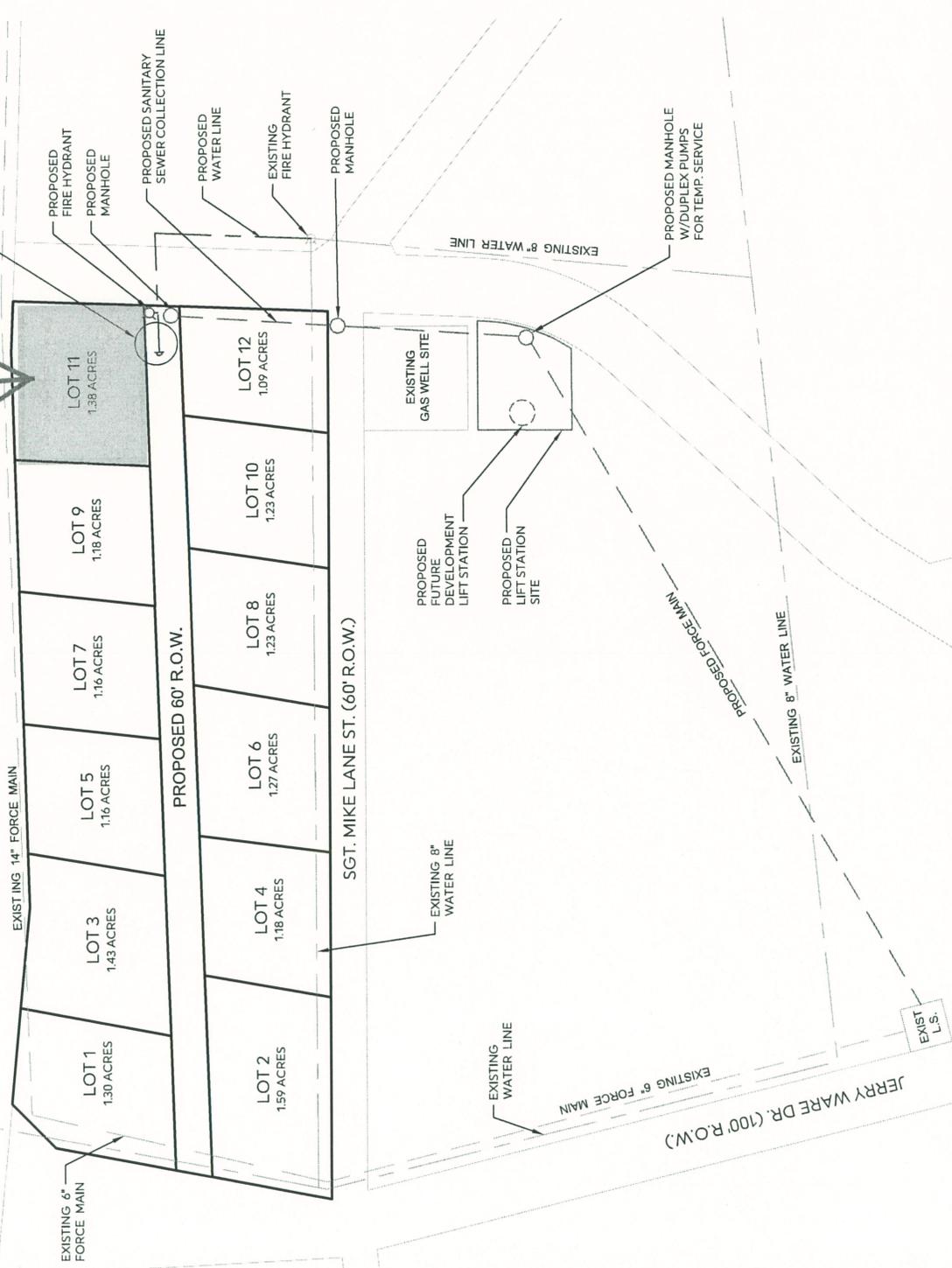
Respectfully,

Alex Rupp  
Airport Director

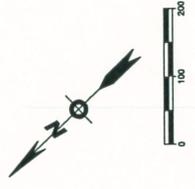
# Exhibit "A"

Proposed Justice Site

U.S. HIGHWAY 69/96/287



WATER LINE DETAIL  
SCALE: NTS



NAME	AMOUNT	CHECK NO.	TOTAL
<b>JURY FUND</b>			
OFFICE DEPOT	28.99	439504	
TRI-CITY COFFEE SERVICE	233.05	439519	
ACCO BRANDS DIRECT	66.99	439613	
			329.03**
<b>ROAD &amp; BRIDGE PCT.#1</b>			
SPIDLE & SPIDLE	879.21	439455	
M&D SUPPLY	152.36	439494	
AT&T	66.28	439511	
SOUTHERN TIRE MART, LLC	365.00	439527	
ADVANCE AUTO PARTS	604.67	439608	
GULF COAST	443.65	439631	
			2,511.17**
<b>ROAD &amp; BRIDGE PCT.#2</b>			
SUPERIOR TIRE & SERVICE	179.63	439457	
MUNRO'S	20.00	439499	
RITTER @ HOME	7.78	439506	
DEPARTMENT OF INFORMATION RESOURCES	.10	439534	
NEW WAVE WELDING TECHNOLOGY	6.60	439578	
MEMBER'S BUILDING MAINTENANCE LLC	149.50	439615	
GULF COAST	112.49	439631	
			476.10**
<b>ROAD &amp; BRIDGE PCT. # 3</b>			
AUDILET TRACTOR SALES	448.70	439461	
CARQUEST AUTO PARTS # 96	37.98	439465	
FARM & HOME SUPPLY	15.12	439476	
STRATTON INC.	67.27	439523	
HOWARD'S AUTO SUPPLY	115.78	439531	
DEPARTMENT OF INFORMATION RESOURCES	.07	439534	
MUNRO'S SAFETY APPAREL	23.40	439554	
ON TIME TIRE	116.99	439601	
TRINITY VALLEY TRACTORS INC	149.50	439629	
			974.81**
<b>ROAD &amp; BRIDGE PCT.#4</b>			
ENTERGY	22.05	439481	
M&D SUPPLY	6.32	439494	
MUNRO'S	147.66	439499	
WHOLESALE ELECTRIC SUPPLY CO.	74.40	439525	
DEPARTMENT OF INFORMATION RESOURCES	.01	439534	
MARTIN PRODUCT SALES LLC	5,505.28	439569	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	100.50	439616	
TRINITY VALLEY TRACTORS INC	625.62	439629	
			6,469.20**
<b>ENGINEERING FUND</b>			
OFFICE DEPOT	266.77	439504	
WHITE REPROGRAPHICS	2,542.50	439524	
BRADLEY STAFFORD	1,176.91	439605	
			3,986.18**
<b>PARKS &amp; RECREATION</b>			
ENTERGY	440.47	439481	
			440.47**
<b>GENERAL FUND</b>			
<b>JEFFERSON CTY. TAX DEPARTMENT</b>			
TAX OFFICE	13.00	439484	
			13.00*
<b>OFFICE DEPOT</b>			
ACE IMAGEWEAR	847.24	439504	
DEPARTMENT OF INFORMATION RESOURCES	20.74	439509	
UNITED STATES POSTAL SERVICE	.17	439534	
ROCHESTER ARMORED CAR CO INC	549.28	439544	
	352.00	439591	
			1,769.43*
<b>COUNTY HUMAN RESOURCES</b>			

NAME	AMOUNT	CHECK NO.	TOTAL
PRE CHECK, INC.	115.50	439536	
UNITED STATES POSTAL SERVICE	10.60	439544	126.10*
AUDITOR'S OFFICE			
OFFICE DEPOT	309.29	439504	
UNITED STATES POSTAL SERVICE	11.68	439544	320.97*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	253.13	439544	253.13*
COUNTY JUDGE			
THE EXAMINER	270.00	439475	
ROCKY LAWDERMILK	2,400.00	439551	
KATY LEIGH DELAHOUSSAYE	500.00	439582	
FRANCES BLAIR BETHEA	500.00	439586	
HARVEY L WARREN III	1,600.00	439587	
JAN GIROUARD & ASSOCIATES LLC	400.00	439624	5,670.00*
RISK MANAGEMENT			
OFFICE DEPOT	80.36	439504	
UNITED STATES POSTAL SERVICE	20.48	439544	100.84*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	160.60	439544	160.60*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	5.90	439544	5.90*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	50.00	439489	
SPINDLETOP MHMR	32,990.75	439492	
TIME WARNER COMMUNICATIONS	610.90	439515	
ADVANCED STAFFING	252.00	439529	
ROCHESTER ARMORED CAR CO INC	3,888.69	439591	
COLIN'S KITCHEN LLC	68.77	439620	37,861.11*
DATA PROCESSING			
DLT SOLUTIONS LLC	300.78	439459	
OFFICE DEPOT	120.39	439504	
CDW COMPUTER CENTERS, INC.	147.68	439532	
FAITH TECHNOLOGIES INC	5,145.00	439619	5,713.85*
VOTERS REGISTRATION DEPT			
OFFICE DEPOT	812.77	439504	
UNITED STATES POSTAL SERVICE	228.09	439544	1,040.86*
ELECTIONS DEPARTMENT			
UNITED STATES POSTAL SERVICE	3.57	439544	3.57*
DISTRICT ATTORNEY			
NATIONAL DISTRICT ATTORNEY'S ASSN.	380.00	439500	
UNITED STATES POSTAL SERVICE	97.36	439544	
MICHAEL MORGAN	1,025.52	439627	
AMANDA HAWKINS	847.95	439628	2,350.83*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	211.27	439544	211.27*
CRIMINAL DISTRICT COURT			
JEFFERSON CTY. BAR ASSOCIATION	100.00	439485	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE 58TH DISTRICT COURT	.86	439544	100.86*
UNITED STATES POSTAL SERVICE ACCO BRANDS DIRECT 136TH DISTRICT COURT	.40 64.99	439544 439613	65.39*
UNITED STATES POSTAL SERVICE 252ND DISTRICT COURT	.40	439544	.40*
JOHN D WEST UNITED STATES POSTAL SERVICE LANGSTON ADAMS SUMMER TANNER KIMBERLY R. BROUSSARD JAMES R. MAKIN, P.C. 279TH DISTRICT COURT	800.00 31.11 1,700.00 1,566.55 130.95 3,525.00	439535 439544 439553 439570 439580 439594	7,753.61*
PHILLIP DOWDEN LAIRON DOWDEN, JR. OFFICE DEPOT NATHAN REYNOLDS, JR. LEXIS-NEXIS P DEAN BRINKLEY REALTIME REPORTING SERVICES INC. WILLIAM MARCUS WILKERSON 317TH DISTRICT COURT	325.00 325.00 172.79 75.00 56.00 75.00 267.60 75.00	439460 439472 439504 439505 439545 439590 439593 439606	1,371.39*
TRACEY D. BURK JUDY PAASCH JUSTICE COURT-PCT 1 PL 1	2,603.90 2,393.61	439463 439562	4,997.51*
UNITED STATES POSTAL SERVICE JUSTICE COURT-PCT 4	84.05	439544	84.05*
DEPARTMENT OF INFORMATION RESOURCES JUSTICE COURT-PCT 6	.19	439534	.19*
UNITED STATES POSTAL SERVICE SIERRA SPRING WATER CO. - BT JUSTICE COURT-PCT 7	41.49 22.17	439544 439546	63.66*
BEAUMONT ENTERPRISE AT&T DEPARTMENT OF INFORMATION RESOURCES JUSTICE OF PEACE PCT. 8	319.80 32.03 .12	439474 439511 439534	351.95*
CASH ADVANCE ACCOUNT OFFICE DEPOT COUNTY COURT AT LAW NO.1	810.72 171.61	439489 439504	639.11*
UNITED STATES POSTAL SERVICE SIERRA SPRING WATER CO. - BT COUNTY COURT AT LAW NO. 2	.92 88.12	439544 439546	89.04*
JOHN D WEST UNITED STATES POSTAL SERVICE JANSON ELLIOTT BAILEY COUNTY COURT AT LAW NO. 3	250.00 1.61 250.00	439535 439544 439625	501.61*

NAME	AMOUNT	CHECK NO.	TOTAL
CHARLES ROJAS	250.00	439533	
UNITED STATES POSTAL SERVICE	2.42	439544	
ANTOINE FREEMAN	250.00	439575	502.42*
COURT MASTER			
OFFICE DEPOT	16.89	439504	
UNITED STATES POSTAL SERVICE	1.21	439544	18.10*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	17.73	439544	17.73*
SHERIFF'S DEPARTMENT			
JEFFERSON CTY. SHERIFF'S DEPARTMENT	1,120.00	439483	
MCNEILL INSURANCE AGENCY	142.00	439497	
OFFICE DEPOT	1,298.06	439504	
CDW COMPUTER CENTERS, INC.	1,308.58	439532	
DEPARTMENT OF INFORMATION RESOURCES	537.56	439534	
VERIZON WIRELESS	3,191.32	439541	
UNITED STATES POSTAL SERVICE	1,262.39	439544	
FIVE STAR FEED	143.97	439556	
TEXAS CODE BLUE LLC	369.00	439561	
GUIDANCE SOFTWARE	674.18	439589	
TEXAS ASSOC OF HOSTAGE NEGOTIATORS	400.00	439596	
TND WORKWEAR CO LLC	504.00	439633	10,951.06*
CRIME LABORATORY			
MIRELES TECHNOLOGIES, INC.	535.00	439549	
AIRGAS SOUTHWEST	79.64	439577	614.64*
JAIL - NO. 2			
AAA LOCK & SAFE	126.00	439453	
BRIGGS EQUIPMENT	607.60	439454	
BEAUMONT TRACTOR COMPANY	200.91	439462	
CITY OF BEAUMONT - WATER DEPT.	15,122.69	439466	
ECOLAB	399.90	439473	
JACK BROOKS REGIONAL AIRPORT	1,571.70	439487	
M&D SUPPLY	296.08	439494	
OFFICE DEPOT	26.89	439504	
SYSCO FOOD SERVICES, INC.	11,575.97	439513	
WHOLESALE ELECTRIC SUPPLY CO.	3.55	439525	
SERVICE GRAPHICS	182.00	439528	
DEPARTMENT OF INFORMATION RESOURCES	2.01	439534	
LOWE'S HOME CENTERS, INC.	543.73	439548	
NORTH SHORE SUPPLY COMPANY	101.85	439558	
BELT SOURCE	10.90	439568	
ICS	6,876.00	439574	
WORLD FUEL SERVICES	823.58	439585	
CONMED INC	264,223.90	439609	
KROPP HOLDINGS INC	306.00	439614	
WASTEWATER TRANSPORT SERVICES LLC	2,003.00	439617	
TURBINE AIRCRAFT COMPONENTS LLC	514.25	439632	
TND WORKWEAR CO LLC	20.00	439633	
THE MONOGRAM SHOP	153.00	439634	
FOOD MARKETING CONCEPTS INC	6,164.25	439637	
HARDIE'S FRESH FOODS	1,789.23	439638	313,644.99*
JUVENILE PROBATION DEPT.			
FED EX	60.52	439477	
OFFICE DEPOT	68.20	439504	
UNITED STATES POSTAL SERVICE	26.95	439544	155.67*
JUVENILE DETENTION HOME			
ALL STAR PLUMBING	190.00	439458	
CITY OF BEAUMONT - WATER DEPT.	2,793.16	439466	
SANITARY SUPPLY, INC.	2,117.96	439508	
FLOWERS FOODS	79.40	439559	

NAME	AMOUNT	CHECK NO.	TOTAL
BEN E KEITH FOODS	2,214.20	439560	
ATTABOY TERMITE & PEST CONTROL	80.00	439583	
ADVANTAGE INTEREST INC	1,077.75	439640	8,552.47*
CONSTABLE PCT 1			
CASH ADVANCE ACCOUNT	838.74	439489	
MOTOROLA SOLUTIONS INC	428.20	439530	
UNITED STATES POSTAL SERVICE	35.77	439544	1,302.71*
CONSTABLE-PCT 4			
DECATUR ELECTRONICS, INC.	1,783.77	439470	
GT DISTRIBUTORS, INC.	134.85	439478	1,918.62*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	10.55	439544	10.55*
CONSTABLE PCT. 7			
AT&T	32.01	439511	
DEPARTMENT OF INFORMATION RESOURCES	.05	439534	
RITA HURT	275.00	439598	307.06*
AGRICULTURE EXTENSION SVC			
UNITED STATES POSTAL SERVICE	5.64	439544	5.64*
HEALTH AND WELFARE NO. 1			
CALVARY MORTUARY	1,500.00	439464	
CLAYBAR FUNERAL HOME, INC.	1,998.00	439467	
MERCY FUNERAL HOME	1,500.00	439498	
AUSTIN CECIL WALKES MD PA	312.50	439521	
AUSTIN CECIL WALKES MD PA	2,932.58	439522	
UNITED STATES POSTAL SERVICE	94.91	439544	
CENTERPOINT ENERGY RESOURCES CORP	217.21	439563	
PROCTOR'S MORTUARY INC	3,000.00	439588	11,555.20*
HEALTH AND WELFARE NO. 2			
CLAYBAR FUNERAL HOME, INC.	2,499.00	439468	
GRAMMIER-OBERLE FUNERAL HOME	1,500.00	439480	
AT&T	32.03	439511	
TIME WARNER COMMUNICATIONS	117.14	439517	
AUSTIN CECIL WALKES MD PA	312.50	439521	
AUSTIN CECIL WALKES MD PA	2,932.58	439522	
EQUIFAX WORKFORCE SOLUTIONS	261.75	439630	7,655.00*
NURSE PRACTITIONER			
GEORGE V. ZUZUKIN, M.D.	1,000.00	439456	
SIERRA SPRING WATER CO. - BT	9.34	439546	1,009.34*
ENVIRONMENTAL CONTROL			
OFFICE DEPOT	445.01	439504	
DEPARTMENT OF INFORMATION RESOURCES	.26	439534	445.27*
MAINTENANCE-BEAUMONT			
AAA LOCK & SAFE	216.50	439453	
CITY OF BEAUMONT - WATER DEPT.	10,457.18	439466	
W.W. GRAINGER, INC.	573.97	439479	
ENTERGY	51,009.78	439481	
OFFICE DEPOT	88.76	439504	
SANITARY SUPPLY, INC.	283.83	439508	
ACE IMAGEWEAR	167.90	439509	
AT&T	4,952.39	439511	
DEPARTMENT OF INFORMATION RESOURCES	620.47	439534	
OTIS ELEVATOR COMPANY	2,808.46	439557	
FIRETROL PROTECTION SYSTEMS, INC.	2,210.00	439581	73,389.24*
MAINTENANCE-PORT ARTHUR			

NAME	AMOUNT	CHECK NO.	TOTAL
NOACK LOCKSMITH	14.25	439501	
AT&T	61.92	439511	
DEPARTMENT OF INFORMATION RESOURCES	.62	439534	
TEXAS GAS SERVICE	329.78	439555	406.57*
MAINTENANCE-MID COUNTY			
ACE IMAGEWEAR	30.76	439509	
MEMBER'S BUILDING MAINTENANCE LLC	1,925.52	439615	1,956.28*
SERVICE CENTER			
JEFFERSON CTY. TAX OFFICE	7.50	439537	
JEFFERSON CTY. TAX OFFICE	7.50	439538	
JEFFERSON CTY. TAX OFFICE	7.50	439539	22.50*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	5.74	439544	5.74*
MOSQUITO CONTROL FUND			506,067.03**
JACK BROOKS REGIONAL AIRPORT	503.43	439487	
KAY ELECTRONICS, INC.	51.00	439490	
GREG MARCINIAK	366.14	439495	
MUNRO'S	82.20	439499	
TIME WARNER COMMUNICATIONS	79.75	439516	
DEPARTMENT OF INFORMATION RESOURCES	.24	439534	
FIRST CALL	19.12	439552	
LJA ENGINEERING INC	833.33	439602	
PRO CHEM INC	144.95	439603	
TEXAS A&M AGRILIFE EXTENSION SERVIC	150.00	439621	
TARGET SPECIALTY PRODUCTS	407.00	439635	2,637.16**
FEMA EMERGENCY			
UNITED RENTALS	1,380.30	439565	
UNITED RENTALS	5,293.95	439566	
UNITED RENTALS	3,718.58	439567	
ASCO	644.88	439610	11,037.71**
J.C. FAMILY TREATMENT			
BEAUMONT OCCUPATIONAL SERVICE, INC.	82.95	439547	
JUDY PAASCH	50.00	439562	
PATRICIA VELASCO	20.00	439622	152.95**
LAW LIBRARY FUND			
LEXISNEXIS MATTHEW BENDER	407.62	439550	
THOMSON REUTERS-WEST	5,177.07	439612	
O'CONNOR'S	219.00	439623	5,803.69**
EMPG GRANT			
TIME WARNER COMMUNICATIONS	85.43	439518	85.43**
GRANT A STATE AID			
KIRKSEY'S SPRINT PRINTING	24.95	439491	
TJJD	510.97	439599	535.92**
COMMUNITY SUPERVISION FND			
OFFICE DEPOT	2,810.47	439504	
PAMELA G. STEWART	21.62	439512	
DEPARTMENT OF INFORMATION RESOURCES	.59	439534	
UNITED STATES POSTAL SERVICE	76.85	439544	
JCCSC	425.00	439592	3,334.53**
JEFF. CO. WOMEN'S CENTER			

NAME	AMOUNT	CHECK NO.	TOTAL
ENTERGY	2,398.54	439481	
HYDRO-CLEAN SERVICES, INC.	385.00	439482	
LUBE SHOP	44.48	439493	
M&D SUPPLY	25.52	439494	
KIM MCKINNEY, LPC, LMFT	450.00	439496	
OFFICE DEPOT	206.74	439504	
SOUTHEAST TEXAS MEDICAL ASSOCIATES	80.00	439510	
SYSCO FOOD SERVICES, INC.	1,098.02	439513	
BURT WALKER PARTNERS, LTD	4,500.00	439520	
DEPARTMENT OF INFORMATION RESOURCES	.36	439534	
BEN E KEITH FOODS	1,258.77	439560	
SAM'S CLUB DIRECT	38.82	439604	
MATERA PAPER COMPANY INC	356.47	439611	
SOUTHERN SUPPLY	149.60	439626	
COMMUNITY CORRECTIONS PRG			10,992.32**
CASH ADVANCE ACCOUNT	943.80	439489	
M&D SUPPLY	28.23	439494	
COUNTY CLERK - RECORD MGT			972.03**
KOFILE TECHNOLOGIES INC	59,381.96	439597	
DRUG INTERVENTION COURT			59,381.96**
SOUTHEAST TEXAS COUNCIL ON ALCOHOL	600.00	439488	
COUNTY RECORDS MANAGEMENT			600.00**
CDW COMPUTER CENTERS, INC.	166.80	439532	
HOTEL OCCUPANCY TAX FUND			166.80**
ENTERGY	1,562.28	439481	
MUNRO'S	112.61	439499	
DEPARTMENT OF INFORMATION RESOURCES	5.20	439534	
STARS OVER TEXAS SOFTBALL	750.00	439571	
STARS OVER TEXAS SOFTBALL	1,550.00	439572	
STARS OVER TEXAS SOFTBALL	2,700.00	439573	
TOP DOG SOFTBALL CLUB	1,075.00	439579	
LANDSCAPER'S WHOLESALE MARKET	97.90	439595	
STARS OVER TX	725.00	439636	
CAPITAL PROJECTS FUND			8,577.99**
LJA ENGINEERING INC	1,301.50	439602	
AIRPORT FUND			1,301.50**
COASTAL WELDING SUPPLY	121.22	439469	
DELTA FASTENER, INC.	51.70	439471	
RALPH'S INDUSTRIAL ELECTRONICS	238.66	439507	
TIME WARNER COMMUNICATIONS	84.15	439514	
BUBBA'S AIR CONDITIONING	259.00	439526	
DEPARTMENT OF INFORMATION RESOURCES	.13	439534	
LOWE'S HOME CENTERS, INC.	83.67	439548	
UNIFIRST HOLDINGS INC	145.18	439584	
CRAWFORD ELECTRIC SUPPLY COMPANY	631.80	439607	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	256.33	439616	
EASTERN AVIATION FUELS INC	18,010.79	439618	
AIRPORT IMPROVE. GRANTS			19,882.63**
ALLCO, INC.	154,883.10	439542	
LIABILITY CLAIMS ACCOUNT			154,883.10**
STEVENS BALDO & LIGHTY PLLC	87.50	439639	
WORKER'S COMPENSATION FD			87.50**
TRISTAR RISK MANAGEMENT	11,590.64	439564	
SHERIFF'S FORFEITURE FUND			11,590.64**

NAME	AMOUNT	CHECK NO.	TOTAL
VERIZON WIRELESS	75.98	439541	75.98**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	2,255.00	439576	2,255.00**
DISTRICT CRT RECORDS TECH			
WESTERN MICROGRAPHICS & IMAGING	795.00	439600	795.00**
MARINE DIVISION			
ENTERGY	14.24	439481	
JACK BROOKS REGIONAL AIRPORT	1,728.36	439487	
RITTER @ HOME	49.71	439506	
VERIZON WIRELESS	341.91	439540	
STITCH N STITCH LLC	157.78	439641	
			2,292.00**
			818,695.83***

# ARTICLES OF AGREEMENT

Between  
Jefferson County, Texas  
And  
The Jefferson County Sheriff's Association

October 31, 2017 - September 30, 2021

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**ARTICLE I  
PREAMBLE**

**Section I**

This Agreement is made and entered into by and between the County of Jefferson, the Sheriff of said County, in the State of Texas, and the Jefferson County Sheriff's Association hereinafter referred to as the "Association," in accordance with all applicable state and federal statutes, including Chapter 174 of the Texas Local Government Code, otherwise known as the Fire and Police Employee Relations Act.

**Section II**

The general purpose of this Agreement is to promote the mutual interests of the County and the Sheriff; to provide for equitable and peaceful adjustments of differences that may arise; to establish proper standards of wages, hours and other terms and conditions of employment for "policemen" as defined in the Fire and Police Employee Relations Act, with the objective of providing a sound basis for the efficient and effective delivery of police services to the public. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

**Section III**

The County, the Sheriff, and the Association, acknowledge and agree to their mutual obligation to bargain in good faith as set forth in Chapter 174 of the Local Government Code and all other applicable statutes.

## ARTICLE 2 DEFINITIONS

1. "Agreement" means the Collective Bargaining Agreement negotiated by and between the County and the Sheriff, and the Jefferson County Sheriff's Association.
2. "Association" means the Jefferson County Sheriff's Association.
3. "Bargaining Unit" means all Correction Officers and Deputies who are employed by the Jefferson County Sheriff's Office, as defined in the Texas Local Government Code, Chapter 174, Section 174.003, (3).
4. "Base Pay" means the salary or wages paid to an employee, exclusive of longevity pay or any other supplemental pay or benefits.
5. "Board of Directors" mean those members of the Association who are elected or appointed and serve as members of the Board of Directors of that organization pursuant to the Constitution and By-Laws of the Association.
6. "Corrections Department" means any work unit within the Sheriff's Office where officers are assigned to or work on security of the detention center and/or inmates, and are carried under the Corrections Department Budget.
7. "Correction Officer" means any sworn, full-time paid employee of the Corrections Department of the Sheriff's Office who is certified by the Texas Commission on Law Enforcement Standards and Education, except for the Sheriff.
8. "County" means the County of Jefferson, Texas.
9. "County Commissioner" means the duly elected or appointed commissioner for each of the four (4) precincts of Jefferson County, Texas.
10. "County Judge" means the duly elected or appointed County Judge who is charged primarily with the administration of Jefferson County, Texas.
11. "County Sheriff (or Sheriff)" means the duly elected or appointed Sheriff of Jefferson County, Texas.
12. "Office" means the Sheriff's Office of Jefferson County, Texas.

13. "Deputy Chiefs" and "Assistant Deputy Chiefs" means that employee in positions and/or job classifications one and two ranks, respectively, immediately below the Sheriff.

14. "Deputy" means any sworn, full time, paid employee of the Law Enforcement Department of the Sheriff's Office, who is certified by the Texas Commission on Law Enforcement Standards and Education, except for the Sheriff.

15. "Demotion" means reduction from a higher rank to a lower rank within the office.

16. "Dispute": means any and all disputes arising under the Contract, Dispute Resolution Procedure in Article 18.

17. "Emergency" means an unexpected happening or event, or an unforeseen situation or a crisis that calls for immediate action.

18. "Law Enforcement Department" means any working unit within the Sheriff's Office where officers are assigned to or work in duties that involve the use of Texas peace officer powers, and are carried on the Law Enforcement Department Budget, to include the Marine unit and Youth Academy.

19. "Negotiating Committee" means the bargaining unit member appointed by the Association President whose primary responsibility is contract negotiations with the County. This committee comprised of the Association President and equal amounts of members from both budgeted departments.

20. "Officer" means any Correction Officer or Deputy of Jefferson County as defined in this contract.

21. "Promotion" means advancement from a lower rank to higher rank within the Department.

22. "Regular Pay" means the total salary or wages paid to an employee, exclusive of overtime pay, but including longevity pay, and any other types of pay supplements that may be included in this agreement relating to education, specialized training or certification that are provided to an employee on a recurring basis.

23. "Standby" means that an off-duty officer has received an order from a superior officer to remain at home or other specific, known location awaiting a call to be immediately available for duty when called. The order must substantially interfere with the officer's freedom to use his/her time off as desired. It does not include any requirement to wear a cell phone or other such device and does not include any rule or regulation requiring response to a cell phone.

24. "Strike" means, whether done in concert or individually, a failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment (including, but not limited to, "slowdowns", "sickouts", and the intentional failure to make arrests or to perform other usual and customary duties), for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment.

25. "Suspension" means a person is suspended if, for any reason, he/she is relieved of duty by the Sheriff. A person who is suspended remains an employee of the Department, but may not perform any official act unless so directed by the Sheriff. The Sheriff may suspend an employee with or without pay.

26. "Termination" Means an employee is no longer employed by the Office as a result of disciplinary action.

27. "Disciplinary Action" means termination, suspension, and demotion, probation as defined under Article 28-Section III, written reprimand, or oral reprimand.

28. "Disciplinary Probation" means probation given an officer for a serious offense, as set forth by the Sheriff, not to exceed six months.

## **ARTICLE 3 DURATION**

### **SECTION I**

This Agreement shall be effective as of the 31st day of October 2017, and shall remain in full force and effect until the 30th day of September 2021, unless the parties mutually agree on an extension to some other date after September 30. In the event that the parties reach an impasse in collective bargaining negotiations as defined in Chapter 174, Local Government Code prior to September 30, then this contract shall remain in effect thereafter until the impasse is resolved, but in no event later than September 30, 2023.

### **SECTION II**

In the event that a Sheriff other than the signatory to this Agreement takes office during the term of this Agreement, said new Sheriff may, no later than thirty (30) days after taking office, give the Association written notice of his intention to re-open negotiations with respect to those parts of this Agreement applicable to his rights and authority. The failure by the new Sheriff to give written notice within thirty (30) days, shall give implied consent that the terms and conditions of this Agreement shall continue in full force and effect. In the event that negotiations are reopened between the new Sheriff and the Association, and the parties reach an impasse in collective bargaining negotiations as defined in Chapter 174, Local Government Code, then all parts of this contract applicable to the Sheriff's rights and authority shall remain in effect thereafter until the impasse is resolved, but in no event later than September 30.

### **SECTION III**

Nothing in this Article shall preclude the parties, upon mutual agreement and in writing, from reopening negotiations at any time during this agreement to negotiate and amend, modify or otherwise change any provisions set forth in this agreement.

**ARTICLE 4  
RECOGNITION**

**SECTION I**

The County and the Sheriff hereby recognize the Association as the sole and exclusive collective bargaining agent for the unit consisting of all Officers as defined herein. This right of recognition includes the sole and exclusive right to negotiate on behalf of all members of the bargaining unit over wages, hours and terms and conditions of employment.

**SECTION II**

The County, the Sheriff and the Association recognize their joint responsibility to a reasonable, fair and consistent interpretation and application of this Agreement, Department Rules and Regulations, and Special Directives and Administrative Orders which may govern the conduct of members in the Bargaining Unit.

**ARTICLE 5  
PAYROLL DEDUCTIONS**

**SECTION I**

The Association shall have the sole and exclusive right to payroll deductions of all matters set forth in this Section.

**SECTION II**

The County agrees to deduct each payday on a prorated basis the monthly Association dues from the pay of members of the bargaining unit who submit written individual requests for such deductions to be made. Dues timely deducted shall be paid to the legally designated representative of the Association.

**SECTION III**

The authorization form shall provide that the deduction shall remain in full force and effect until the receipt by the County of a written termination request from the member of the bargaining unit. The authorization form shall also authorize the County, without further notice from the member of the bargaining unit, to change the amount of the deduction for Association dues to the amount specified in a written notice for Association dues change provided to the County by the Association. The County shall begin making deductions in that amount within thirty (30) days of receipt of written notice. Only one change in the amount of the deduction shall be authorized in a twelve month period.

**SECTION IV**

The deduction authorization is completely voluntary, and may be terminated by any member of the bargaining unit in writing at any time. The County shall provide a list of those members of the bargaining unit from whom dues were deducted each payday when payment is made to the Association.

**SECTION V**

The County shall deduct special, one-time assessments upon written request of the Association signed by the President for social, benevolent or fraternal purposes of the Association; except that the County per Fiscal Year shall deduct no more than one special assessment.

## SECTION VI

The Association shall indemnify the County, and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the County for the purpose of complying with the provisions of this Article.

**ARTICLE 6  
CONDUCT OF ASSOCIATION BUSINESS**

**SECTION I**

The Association shall have the sole and exclusive right to all time off rights set forth in this Section.

**SECTION II**

Any member of the Board of Directors shall have the right to visit the premises of the Sheriff's Office for the purpose of administering this Agreement. Such visits shall be conducted in a manner so as not to interfere with the functions of the Office. A member of the Board of Directors shall provide a written request to the Sheriff about any visitation of the premises. The Sheriff shall not unreasonably deny any request to visit the premises.

**SECTION III**

Consistent with the Association leave pool provisions in Section 4 Herein, the Association's negotiating team will be of equal number of members to that of the County. The members shall be permitted time off to attend negotiating sessions with County representatives, where such sessions or meetings are scheduled during working hours; or shall be given time off for the scheduled night shift immediately preceding or succeeding such negotiating sessions. In the event of an emergency, lack of manpower or other operational contingency, time off for negotiations shall not be permitted. The county agrees not to have a negotiating team that exceeds five (5) members. The parties may by mutual agreement waive this restriction.

**SECTION IV**

Association business shall not be conducted at the expense of the County or on County time. All Association business conducted by any individual shall be done on the following basis:

A. All Association business conducted by a member of the Board of Directors in lieu of work time shall be on the Board member's own leave time or paid for by the Association leave pool as provided herein; except that any attendance by a Board member that is required by the County or Sheriff shall not be construed as Association business. All Association

business paid for by the Association leave pool must be accounted for in the leave pool records maintained as required herein.

B. Each member of the Association shall donate four (4) hours per year at the beginning of each new Calendar Year from vacation time to an Association leave pool. Any accumulated Association leave time remaining as of December 31, shall be carried over into the next year.

C. Any pool days taken by a member of the Board of Directors shall be recorded on a form containing the following information: (1) the officer's name; (2) the officer's job assignment; (3) the nature of the Association business being taken; (4) how much time is being taken; and (5) the signature of the Association President or his designee authorizing such leave. The County Auditor will maintain a record of such leave accrued and taken.

D. The Association business leave may be suspended by the Sheriff for the following: in times of emergency; for lack of manpower; or for an operational contingency.

E. The Association President shall notify the Sheriff in writing at least five (5) days in advance of any Board members attending any Association business, which is outside the boundary of Jefferson County. Such notice shall state the nature of the business to be attended, the date, time and place of said business, and the name of the Board member(s) attending, and how long the Board member(s) will be on business outside the boundary of Jefferson County.

F. One member of the Board shall be permitted to speak at shift roll-call meetings about any matter pertaining to Association business for a period not to exceed a total of five (5) minutes. Prior to speaking at such roll calls, the Association representative shall notify the on duty shift supervisor prior to roll call that he/she intends to speak; and the subject matter to be discussed.

**ARTICLE 7  
BULLETIN BOARDS**

**SECTION I**

The Association shall have the sole and exclusive right to maintain bulletin boards as set forth in this Section. The Association may maintain at least four (4) bulletin boards at the Office. One bulletin board shall be located in each of the following locations: the patrol squad room, Sub-County Court House, Jefferson County Narcotics Office, and the main detention centers.

The boards may be used for the following notices:

- (1) Recreation and social affairs of the Association.
- (2) Association meetings.
- (3) Association elections.
- (4) Reports of Association committees.
- (5) Rulings or policies of the State or National Association.
- (6) Legislative enactments and judicial decisions affecting public employee labor relations.
- (7) Notices or announcements pertaining to the political activities of this Association. Posting of these notices shall be in compliance with the Texas Election Code and any other applicable laws.

**ARTICLE 8  
DISALLOWED PRACTICES**

**SECTION I**

The County, Sheriff or the Association, as applicable, shall not engage in the following practices:

A. Interfere with, restrain, or coerce employees in the exercise of rights granted in this Agreement.

B. Dominate, interfere, or assist in the formation, existence or administration of any employee organization; or contribute financial support to any such organization. This practice shall include any assistance, either direct or indirect, which interferes with any of the Association's sole and exclusive rights as described in this Agreement to another labor organization that can possibly be certified under Chapter 174 of the Local Government Code as an exclusive bargaining representative.

C. Encourage or discourage membership in any employee organization by discrimination in hiring, tenure, training or other terms or conditions of employment.

D. Discharge or discriminate against any employee because he has filed any good faith affidavit, petition, grievance, or complaint; or given any information or testimony alleging violations of this Agreement; or because he has formed, joined, or chosen to be represented by the Association.

E. Make or permit any agreement, understanding, or contract with any person, including a member of the bargaining unit, which in any manner circumvents, alters, amends, modifies, or contradicts any provision of this Agreement.

F. Coerce or intimidate officers in the enjoyment of any legal rights guaranteed under Chapter 174 of the Local Government Code Fire and Police Employee Relations Act.

G. Coerce or intimidate officers in the enjoyment of any legal rights guaranteed under this Agreement.

H. Coerce, intimidate or induce any elected official or agent of the County to interfere with any officers in the enjoyment of their legal rights guaranteed under the Fire and Police Employee Relations Act or under this Agreement.

**ARTICLE 9  
OFFICER EXCLUSIONS AND SPECIAL PROVISIONS**

**SECTION I**

Any civilian employee appointed to the position of Administrative Assistant to the Sheriff, is specifically excluded from the bargaining unit and such employee's compensation, hours, and other conditions of employment are not determined by this Agreement.

**SECTION II**

All officers shall serve an initial probationary period of one year from the date of employment.

Any probationary officer shall have benefit of all wages, hours and terms and conditions set forth in this Agreement, except that such officer shall be excluded from coverage under Article 28, "Disciplinary Actions"; specifically, the Sheriff may terminate a probationary officer with or without cause, and no probationary officer may appeal his or her termination pursuant to Article 28. Except that an officer on "Disciplinary Probation" who is facing possible termination shall have all rights afforded them under Article 28, Sections I, II, III and IV. In addition, an officer on "Disciplinary Probation" may not promote or transfer to another position.

**ARTICLE 10  
NO STRIKE CLAUSE**

**SECTION I**

The Association agrees that during the term of this Agreement, it will not authorize, ratify, encourage, or otherwise support any strikes, slow downs or any other form of work stoppage or interference with business of the County or Sheriff Department, and will cooperate with the County and Sheriff in preventing and/or halting any such actions.

**SECTION II**

Subject to Article 28, "Disciplinary Actions," the Sheriff may discipline and/or discharge any employee who instigates, participates, or gives leadership to any act or conduct prohibited by Section I of this Article. The Sheriff may also invoke any and all remedies at law in the event of any strike, work stoppage or slow-down.

**ARTICLE 11  
MANAGEMENT RIGHTS**

Subject to the terms of this Agreement and the Maintenance of Standards Clause set forth in Article 12, the Association recognizes the prerogative of the Jefferson County Commissioners' Court and the Sheriff to operate and manage their affairs in all respect and in accordance with their responsibilities, rights and duties. Subject to the Maintenance of Standards Clause set forth in Article 12, all power and authority which has not been abridged, delegated, granted or expressly limited by some written provision of this Agreement is retained by the County and by the Sheriff.

**ARTICLE 12**  
**MAINTENANCE OF STANDARDS**

All standards, economic benefits, or other conditions of employment enjoyed by members of the Bargaining Unit at the effective date of this Agreement, which are not specifically included as a part of this Agreement, shall remain unchanged for the duration of the Agreement. Provided, however, that any such standards, economic benefits or other conditions of employment shall have previously been established by a specific written and signed directive of the Sheriff or by Commissioner's Court, or have been mandated by (and consistent with) all State or Federal laws or regulations; and shall have been applied uniformly throughout the Office to all members of the Bargaining Unit, and any required funds shall specifically have been provided in the budget for such standards, economic benefits or other conditions of employment.

## **ARTICLE 13 UNIFORMS, SAFETY AND EQUIPMENT**

The Sheriff, his designee and the Association Board Members in agreement to better the safety of the Jefferson County Sheriff's Office employees shall requisition such needed equipment within 10 days of request submittal. This agreement insures accountability and cooperative management of Sheriff's Office equipment.

### **SECTION I**

#### **Uniforms**

The County shall issue five (5) uniform short sleeve shirts, five (5) uniform long sleeve shirts and five (5) pairs of uniform pants and a belt to each correction officer and deputy whose assignment requires that a uniform be worn. The County on an as needed basis as determined by the Sheriff will replace uniforms. Uniforms that have been damaged due to abuse, misuse or neglect shall be replaced at the expense of the officer.

### **SECTION II**

#### **Uniform Gear**

The County shall issue a jacket to each correctional officer. The County shall issue: a windbreaker with liner, reflective traffic vest, and slickers to each deputy; and for each deputy assigned to the Patrol Division, also issue a winter jacket. The County on an as needed basis as determined by the Sheriff shall replace all uniform gear in this Section. Any uniform gear herein that has been damaged due to abuse, misuse or neglect shall be replaced at the expense of the officer.

### **SECTION III**

#### **Uniform Equipment**

The County shall issue one pair of handcuffs with holder to each correctional officer. The County shall issue the following to each deputy assigned to the Law Enforcement Department, and officers assigned to Law Enforcement duties: a full Sam Browne, including keepers, holster, clip holders, bullet holders, flashlight holders, stick holder, (2) sets of handcuffs, (2) handcuff cases and portable radio holder. All equipment in this Section shall be replaced when it has been damaged or excessively worn. Any item that has been damaged or excessively worn due to abuse, misuse or neglect shall be replaced at the expense of the officer.

### **SECTION IV**

#### **Radios**

The County shall provide each sworn officer with a portable radio for use while on-duty. Said radios shall be maintained in good operating

condition; and shall be replaced if not in working condition. The Sheriff shall determine if a deputy or correctional officer does not need a portable radio.

## **SECTION V**

### **Protective Body Armor**

The County shall provide each Deputy assigned to the Law Enforcement Department and each deputy performing an enforcement duty with protective body armor. The minimum specification for the protective body armor will be a threat level IIIA or higher determined by the Sheriff and the Association. The County shall issue budgeted funding upon request from the Law Enforcement Deputy and approval of the Sheriff, no later than 10 business days. The Deputy will pay for the body armor with a purchase order received from the County. The funding shall be no more than \$750.00 with cost adjustments for market increases. The County shall replace any of the protective body armor that has sustained job-related damage that renders the vest unsafe for continued use; or that does not meet the minimum specifications; and/or that exceeds a usage time recommended by the manufacturer.

## **SECTION VI**

### **Department Vehicles**

The County shall furnish every Patrol and Warrants deputy with the following equipment: two-way radio; pump shotgun; flashlight; gunshot trauma kit for officer's use only, narcotics field test kits. Each Patrol and Warrants vehicle shall be equipped with a cage, shotgun or rifle rack, first aid kit, flashlight charger, and a fire extinguisher.

The County shall provide the following equipment for each criminal investigation deputy: two-way radio and flashlight. A fire extinguisher and flashlight charger will be provided in every criminal investigation vehicle. This equipment shall be maintained in good working condition, and shall be replaced on an as needed basis. Any item that has been damaged due to abuse, misuse, or neglect shall be replaced at the expense of the officer causing the damage.

The gunshot trauma will include but not limited to scissors, latex gloves, rolled gauze, and pressure bandage. The kit shall be located in the same place in every vehicle as agreed upon by the Sheriff and the Association Safety Committee.

## SECTION VII

### **Penal/Traffic Codes**

The County shall provide the following in either digital or hard copy format: the Detention Center Desk with an updated Penal Code and Traffic Code; each deputy in law enforcement with an updated Penal Code and Traffic Code; and each deputy assigned to duties involving traffic enforcement with an updated Traffic Code.

## SECTION VIII

### **Officer Safety and Security Issues**

A. Bargaining unit manning. The Sheriff shall have the right at all times to set manning and staffing levels for all Divisions, shifts and units. The first three (3) vehicles assigned to a shift in the Patrol Division shall be manned by at least one (1) full-time Deputy from the Law Enforcement Department having one of the job titles set forth in Article 19, "Wages"; and any vacancies for these three (3) vehicles shall be filled pursuant to Subsection B of this Section. The Sheriff shall implement a written policy for transportation of an inmate outside the detention center.

B. Vacancies. Each Division, shift or unit, as applicable, shall establish a seniority list of full-time officers assigned to that Division, shift or unit by rank. In the event of a job vacancy due to vacation, sickness, holiday, compensatory time use or other reason, then a full-time officer, if filled, shall fill the vacancy, only.

The method for filling the vacancy shall be that said vacancy shall be offered to the highest officer on the seniority list, and then consecutively offered to the next senior officers until the assignment is accepted. At the next vacancy, the most senior officer after the one who accepted the previous assignment shall first be offered the vacancy, ad infinitum. In the event that no full-time officer accepts the assignment or in the event of an emergency, then the Sheriff shall have the option of either assigning a reserve deputy to fill the vacancy; or appointing the least senior full-time officer on a mandatory basis, and thereafter, the next least senior full-time officer, ad infinitum.

When a vacancy occurs in either the sergeant or lieutenant's position, the overtime vacancy, if filled, shall be filled by offering the vacancy to the most senior, full time officer of the same rank as the person whose vacancy is being filled. Should the officer of the same rank decline or not be available to work the overtime position, the vacancy shall be offered to the most senior officer in the other rank, either lieutenant or sergeant, as the case may be, proceeding down the seniority list in the rank until the overtime position is filled. In the event no Sergeant or Lieutenant fills the

vacancy. A Captain or Major of that Division can fill the overtime. No Deputy will be assigned to supervise other Deputies on any shift. There shall be a rebuttal presumption that any supervisor responsible for filling vacancies pursuant to this subsection made a good faith effort to contact officers on the applicable seniority list.

C. Outside employment. Officers in the bargaining unit shall have preference over reserve deputies at all times with respect to the assignment of outside employment. No officer shall be eligible to work any outside employment until they have completed a Departmental approved FTO program.

Other than assignment to official Sheriff's Office law enforcement activity, reserve deputies shall not be offered any outside employment or unpaid assignment in their status as peace officers by other organizations and/or offered security assignments to events sponsored by a non-profit organization or event, where there are no deputies available to perform such security assignments as certified by the Association President or his designee.

Officers shall not use the Association Leave Pool set forth in Article 6, Section 4, of this Agreement for working such security assignments sponsored by a non-profit organization or event.

**ARTICLE 14**  
**PROMOTIONS/Appointments**

**Promotions**  
**SECTION I**

A. Promotional Examinations: A competitive promotional examination shall be given by the Sheriff's Office for promotion to the classifications of Sergeant and Lieutenant.

B. Temporary Duties in Higher Classifications: An Officer from the next lower classification may be designated to temporarily fill a position in a higher classification. The temporary performance of the duties of a higher position by an officer who has not been promoted as prescribed by this Agreement may not be construed as a promotion. An officer may not be temporarily assigned to duties in a higher classification for no more than ninety (90) consecutive calendar days annually.

**SECTION II**

Any officer working in a classification immediately preceding the vacancy shall be eligible for the promotional examination, subject to the following requirements:

A. Deputy Vacancy: Open to anyone who is certified as a peace officer in the Corrections Department of the JCSO. This does not apply to the Sheriff's right to hire a certified peace officer not presently in the bargaining unit. Regardless of job assignment the Deputy paid out of the Law Enforcement Budget will be required to complete the FTO program within one year of the transfer. The Sheriff shall retain the right to wave this requirement if the Deputy has been through a previous Certified FTO program with another Texas Law Enforcement Agency. The Sheriff may still require the Deputy to be placed into a modified FTO Program for policy and procedure training.

B. Corrections Department Sergeant Vacancy: Open to any officer who is certified as a jailer and who has served a minimum of three Consecutive (3) years in the Corrections Department of the Jefferson County Sheriff's Office.

C. Law Enforcement Department Sergeant Vacancy: Open to any officer who has served a minimum of three (3) consecutive years in the Law Enforcement Division of the Jefferson County Sheriff's Office.

D. Law Enforcement Department Lieutenant Vacancy: Open to any Sergeant certified as a peace officer who has served a minimum of two (2) consecutive years in the Law Enforcement Department in the Sergeant classification of the Jefferson County Sheriff's Office.

E. Corrections Department Lieutenant Vacancy: Open to any Sergeant who has served a minimum of two (2) consecutive years in the Corrections Department in the Sergeant classification. In the event that there is only one (1) person competing for a promotional vacancy, then the time requirement for that promotional position shall be waived and the Sheriff shall establish, for that promotional examination only, lesser time requirements in six month intervals that will allow at least two (2) officers to be eligible for the examination (e.g.: if only one officer applies for a Sergeant vacancy in the Law Enforcement Department, then the 2-year requirement will be waived, and the Sheriff may readjust the requirement to a lesser time period, so that at least two (2) officers may compete for this particular examination in six month intervals).

F. Departmental lateral Transfers. The Sheriff reserves the right to transfer anyone, to any position at any time that he deems necessary so long as the individual meets the minimum criteria that the job requires and will not suffer a deduction in wages within their own budgeted Department.

### **Appointments**

The Sheriff reserves the unfettered right to appoint, at her discretion, persons to the rank of Captain, Major, Deputy Chief, Assistant Chief, and Administrative Assistant. Bargaining unit members holding the position of Captain and Major shall receive pay and benefits in compliance with the appropriate section of Article 19, Wages. The appointed positions not referenced in Article 19, Wages, shall have wages and benefits set by Commissioners Court.

## **SECTION III**

### **Posting Notice**

In the event that a vacancy exists for a position in a classification where a competitive examination is required, the Sheriff's Department shall post a notice of the examination on all Association bulletin boards no less than thirty (30) days prior to the examination. The notice shall include the following: name the position and the division in which the opening occurs; state the requirements for the position; state the category of Officer who is eligible to apply for the position (subject to Section 2, above); advise prospective applicants that a written test and oral board exam will determine the awarding of the position; state where to apply for testing

procedures and the deadline for applications; state the testing date; advise which materials need to be studied and of the availability of these materials.

**Study Material.**

The sheriff shall make available the study material required for the promotional examination to each applicant who applies for the examination. The applicant shall be required to return the study material in good condition before being allowed to take the examination.

**SECTION IV**

The procedure for all competitive examinations given by the Sheriff's Department under this Article shall be as follows:

A. The written examination shall be administered by Training Division Personnel and consist of multiple choice and/or true/false questions. Each candidate must score 70% or higher on the written test in order to participate in the remainder of the promotional examination procedure. The written examination shall be worth fifty (50) points of the total examination score; i.e.; written, oral. The written examination shall be graded in the presence of the officer taking the examination. The officer shall be given the right to review the questions and the answers of the test before leaving the testing area to determine if any questions need to be challenged. If needed an officer has two (2) working days to file a written appeal with the Sheriff challenging any question in the written examination. The Sheriff or his designee shall review all written appeals and make a final binding decision within five (5) working days.

B. No oral board member shall know the results of the written examination prior to the totaling.

C. The oral board shall consist of three (3) members, who shall be randomly selected by the drawing of names with an Association Board Member and Sheriff's representative from a pool consisting of all persons of equal rank or higher from the same department from which a vacancy exists. No individual shall serve on the board after having served on the board within the last six months.

D. The oral board examination shall consist of 5 questions, and shall be worth fifty (50) points of the total examination score. Clarifications questions may be asked by any board member.

E. The oral board shall question applicants as to areas pertinent to the open position. All applicants shall be asked the same questions. Responses shall be scored from 1-8 and recorded on a score sheet.

F. The score assigned to each answer shall not be discussed among the members of the board. Each board member shall determine scores individually. All score sheets shall be submitted to the Chair for totaling.

G. After all applicants have been examined; scores will be averaged on each question to determine the final score of the oral board. The oral board score, and written examination score shall be added to determine the applicant's final overall score. Within twenty-four (24) hours after completion of the oral board, the averaged score of each officer shall be posted on the Association-approved bulletin.

H. The top five highest scoring candidates shall have their names submitted to the Sheriff for consideration. A tie for any position among the candidates shall be broken by seniority; the candidate with the highest Departmental seniority shall be given the higher position. The Sheriff may select any one of the five candidates for the promotion.

There shall be no appeal from the Sheriff's decision to promote under this Article. In the case of deputy promotions pursuant to Sec. 2 above only, the Sheriff shall have the right to alternatively promote from the five (5) highest correctional officers; or hire a person from outside the bargaining unit.

Test scores for all promotional examinations shall remain valid for one year from the date that the final scores are established or until all candidates who scored 70 points or more are promoted, whichever occurs first.

I. All final results shall be submitted to the Chair of the Oral Board, and each candidate may look at the results of his or her written and oral board examinations.

J. There shall be a six (6) month probationary period for any officer promoted under this Article from the effective date of the promotion. The Sheriff may demote any such officer during the probationary period, and shall give written reasons for the demotion. Any officer demoted pursuant to this subsection shall have no right to appeal under Article 28, "Disciplinary Actions."

## **SECTION V**

Assignment to the Internal Affairs Division (I.A.D.) is not subject to the provisions of this Article; and shall not be a tested position. An I.A.D. position shall not be considered in any respects a promotional position; but instead, shall be an assignment into or reassignment out of I.A.D. at the discretion of the Sheriff, with no application of Article 18, "Contract Dispute Resolution," or Article 28, "Disciplinary Actions," when such assignments or reassignments are made.

## **ARTICLE 15 SENIORITY**

### **SECTION I**

#### **Definition**

Seniority, for the purposes of this Article, shall be defined as "time in grade" by an officer with the Sheriff's Office. Time in grade is the amount of time the officer has spent at the officer's current position (i.e., Corrections Officer, Deputy, Sergeant, etc.). Time in grade is the measure by which all seniority questions are considered except where the word "overall time of employment" is specifically referred to.

### **SECTION II**

#### **Applicability**

Consistent with the Sections of this Article, seniority shall apply in the selection of days off, vacation days, shifts for non-supervisors and layoff/recall.

### **SECTION III**

#### **Days Off/Vacations**

Seniority shall be the sole factor in the selection of vacations, and based upon "overall time of employment" with the Sheriff's Office. Seniority shall be the sole factor in the selection of days off. Between November 1st and 15th of each year, bids shall be submitted for vacation days for the following 12 months, to take effect on January 1. Between November 1st and 15th of each year, bids shall be submitted for shift assignments with notice to the officer on or before December 1 for shift assignments to be effective on or before January 1. The Sheriff reserves the right to deny a non-supervisory seniority shift bid if he believes the shift has too many or too few senior officers.

If an officer transfers from one shift, facility, unit, or division to another, (Either voluntary or mandatory and whether the result of an individual reassignment or a major shift change) that/those officer(s) shall bid on the days off that are then open on the new assignment, and may not "bump" any other officer for days off or vacation.

### **SECTION IV**

#### **Lay-off/Recall**

Seniority shall be the sole factor in layoff and recall, with layoff being accomplished beginning with the least senior officer in a Division; and recall beginning with the most senior officer in a Division.

## SECTION V

### **Promotion Sergeant/Lieutenant/Captain/Major time in grade**

In the event that a person(s) is being promoted to the rank of Sergeant, Lieutenant, Captain or Major on the same day, their seniority shall be determined by their overall Sheriff's Department seniority.

Individuals promoted to the rank of Sergeant, Lieutenant, Captain or Major shall maintain divisional seniority.

**ARTICLE 16**  
**DETENTION CENTER JOB ASSIGNMENTS**

**SECTION I**

Detention Center job assignments shall be determined by the Sheriff. Members interested in filling the position may express that interest on a form approved by the Sheriff.

**SECTION II**

If a position, requires an additional license mandated by some other governmental agency, those individuals bidding for that position must possess the required license(s).

**SECTION III**

Removal from a detention center assignment cannot be appealed pursuant to Article 28, "Disciplinary Actions."

**SECTION IV**

Each section, unit and division shall have a posted chain of command for his or her particular area.

**ARTICLE 17  
RETIREMENT**

**SECTION I**

Members of the bargaining unit shall continue to participate in the Texas County and District Retirement System in accordance with the statutes of the State of Texas now applicable, or as they may hereafter be amended.

**SECTION II**

The members of the bargaining unit shall contribute seven percent (7%) of the gross earnings, by payroll deduction, into the System each month. The County shall provide contributions to the System on the same basis as other county employees, with the actual contribution rate being actuarially determined annually by the plan administrator.

**ARTICLE 18  
CONTRACT DISPUTE RESOLUTION**

**SECTION I**

**Scope**

All disputes concerning the proper interpretation and application of this Agreement, or alleged violations of this Agreement, except matters involving discipline, which are subject to the procedure as set forth in Article 28, and except matters covered in Article 19, shall be resolved by the provisions in this article. A copy of all arbitration awards or grievance settlements shall be sent to the sheriff, county judge and county auditor.

**SECTION II**

**Time Limits**

The parties shall adhere to the time limits as set forth in this Article. In the event that an officer or the Association fails to meet the time limits at Step 1 or Step 2 of the procedure, the grievance shall be considered satisfied and no further action shall be taken. Failure by an officer, the Association, the Sheriff or the County to meet the time limits at any other Step shall be considered an unsatisfactory response and shall automatically allow the grievance to proceed to the next step. Any time restrictions in this Article may be waived by written mutual agreement of the parties.

**SECTION III**

**Process**

A dispute as defined in Section 1 above shall be handled as follows:

**Step 1**

Each officer who alleges that a dispute exists shall, within fourteen (14) calendar days of the date the officer knew or should have known of the existence of the alleged dispute, submit a copy of the written grievance to the Association Grievance Committee. The Association Grievance Committee shall notify the Sheriff in writing of the grievance in order to establish the timeliness of the grievance. An Association Grievance Committee created for that purpose shall make a determination as to the validity of the grievance. The Association Grievance Committee shall meet and render its decision within fourteen (14) calendar days after receipt of the grievance. In the event that the Association Grievance Committee decides that a valid grievance exists, the Association (and

officer, if applicable) shall proceed to Step 2. In the event that the Association Grievance Committee decides that no grievance exists, then there shall be no further action under this procedure.

## **Step 2**

If the Association Grievance Committee in Step 1 determines that a grievance exists, the Association (and the officer, if applicable) shall submit the grievance in writing within fourteen (14) calendar days of the decision by the Association Grievance Committee to the Sheriff. The Sheriff or his/her designee shall provide a written response within fourteen (14) calendar days after receipt of the grievance. Grievances involving economic issues shall be filed with the County Judge. The County Judge shall provide a written response within fourteen (14) calendar days after receipt of the grievance. The President of the Association, or his/her designee, may file a class action grievance with the Association on behalf of any Bargaining Unit member(s) similarly situated within thirty (30) calendar days of the Association President's actual or constructive knowledge of the occurrence or event causing the grievance. The grievance by an individual officer or by the President of the Association shall include: (1) a statement of the grievance and all facts on which it is based; (2) any and all sections of the Agreement which have allegedly been violated; (3) the remedy or adjustment, if any, sought; and (4) the signature of the officer or Association President, as applicable.

## **Step 3**

If the grievance has not been settled at Step 2, the Association President, the Sheriff or the County Judge may request within thirty (30) calendar days after receipt of the Sheriff's or County Judges' decision, that the grievance be submitted to negotiation. If a request for negotiation is made, the parties shall meet and confer concerning the grievance for a period not to exceed thirty (30) calendar days from the date of the request in an effort to resolve the grievance. If the parties cannot resolve the grievance with thirty (30) calendar days, then they shall certify in writing that no resolution has been made.

## **Step 4**

If the grievance has not been settled at Step 2, or no request is made by any party pursuant to Step 3 to submit the grievance to negotiation, then the Association shall have thirty (30) calendar days from the date that the Sheriff and/or County Judge declined the grievance in Step 2 to give notice of its intention to submit the grievance to final, binding arbitration

as hereinafter provided. If the grievance is submitted for resolution at Step 3, then the Association shall have twenty (20) calendar days from the date that the parties certify that they cannot resolve the grievance to give notice of its intention to submit the grievance to final, binding arbitration is hereinafter provided. The parties shall arbitrate consistent with the provisions set forth in Attachment 2, which is incorporated by reference into this Article. Failure to adhere to any time limits in this Article may be pled in bar to either arbitration or any legal action.

#### **Section IV.**

Arbitration Hearing: As soon after selection as is reasonably practicable, the neutral arbitrator shall set a time and place for hearing the parties, in Beaumont, Texas, and at said hearing both the County and the Association shall be permitted to have representatives present and to present evidence and argument to the neutral arbitrator. Each party shall have the privilege of cross examining witnesses presented by the opposite party. The neutral arbitrator shall render a decision in writing within thirty (30) calendar days after completion of the hearing unless an extension of time is mutually agreed to by the parties. A decision by the neutral arbitrator shall be final and binding upon both parties.

#### **Section V.**

Authority of Arbitrator: The sole function of the neutral arbitrator shall be to interpret the provisions of this Agreement and apply them to the specific facts of a grievance which is subject to arbitration. The arbitrator shall have no power or authority to change, amend, modify, supplement, fill in or otherwise alter this Agreement in any respect, to render any decision or provide any remedy with respect to any grievance or alleged contract violation arising after this Agreement; or to substitute his judgment for that of the County in the absence of, violation of this Agreement, of abuse of discretion or discrimination by the County. The express terms of this Agreement shall be the sole source of rights and/or obligations adjudicated or declared by the arbitrator. In no event shall any award be made retroactive beyond the time period referred to in Step 1.

**ARTICLE 19  
WAGES\***

**SECTION I**

Appointed positions not specifically referenced in this Article, shall have wages, benefits, and hours of work determined by the Commissioners Court.

Officers shall be compensated on the basis of working 2,080 hours annually; and shall be compensated on a bi-weekly basis. The wage tables on the following pages are effective on October 31, 2017 and shall remain in effect until September 30, 2021. If the county grants an across-the-board wage increase to non-bargaining unit employees that is greater than that granted to the bargaining unit, the members of the bargaining unit shall receive the additional percentage increase above and beyond the contractual agreed wages. The base salaries for the term of this Agreement shall be in accordance with the following schedule:

**A Sergeant or Lieutenant shall be required to have five (5) continuous years of service in rank in the Sheriff's Department to qualify for the step of Sergeant II or Lieutenant II. Such step shall be an automatic adjustment upon the Officer reaching his anniversary date.**

<b>LAW ENFORCEMENT DIVISION</b> <b>EFFECTIVE OCTOBER 31, 2017</b> Rate of Increase (3.50%)				<b>CORRECTIONS CENTER DIVISION</b> <b>EFFECTIVE OCTOBER 31, 2017</b> Rate of Increase (3.50%)			
<b>Sheriff</b>	<b>Hourly</b>	<b>Monthly</b>	<b>Yearly</b>	<b>Jail</b>	<b>Hourly</b>	<b>Monthly</b>	<b>Yearly</b>
Deputy CLE 1 (0-12)	23.9720	4,155.15	49,861.76	Corrections CL2 CO-1 (0-12)	17.5542	3,042.73	36,512.74
Deputy CLE 2 (12-24)	26.6142	4,613.13	55,357.54	Corrections CL2 CO-2 (12-24)	20.0301	3,471.88	41,662.61
Deputy CLE 3 (24-48)	27.7585	4,811.47	57,737.68	Corrections CL2 CO-3 (24-36)	21.4009	3,709.49	44,513.87
Deputy CLE 4 (48-72)	28.9025	5,009.77	60,117.20	Corrections CL2 CO-4 (36-48)	22.446	3,890.64	46,687.68
Deputy CLE 5 (72-96)	29.9162	5,185.48	62,225.70	Corrections CL2 CO-5 (48-60)	24.0224	4,163.88	49,966.59
Deputy CLE 6 (96-120)	30.9488	5,364.46	64,373.50	Corrections CL2 CO-6 (60-84)	24.5108	4,248.54	50,982.46
Deputy CLE 7 (120-180)	31.8793	5,525.75	66,308.94	Corrections CL2 CO-7 (84-120)	25.2475	4,376.23	52,514.80
Deputy CLE 8 (180 +)	32.3536	5,607.96	67,295.49	Corrections CL2 CO-8 (120 +)	25.6245	4,441.58	53,298.96
Sergeant CLE Rate 45	33.8701	5,870.82	70,449.81	Corrections CL2 Sergeant - Rate 45	31.1931	5,406.80	64,881.65
Lieutenant CLE Rate 46	35.5255	6,157.75	73,893.04	Corrections CL2 Lieutenant – Rate 46	32.7179	5,671.10	68,053.23
Captain CLE Rate 47	39.9721	6,928.50	83,141.97	Corrections CL2 Captain – Rate 47	36.8129	6,380.90	76,570.83
Major CLE Rate 48	43.8514	7,600.91	91,210.91	Corrections CL2 Major – Rate 48	40.3857	7,000.19	84,002.26
Sergeant II CLE Rate 65	34.5475	5,988.23	71,858.80	Corrections CL2 Sergeant II - Rate 65	31.817	5,514.95	66,179.36
Lieutenant II CLE Rate 66	36.2361	6,280.92	75,371.09	Corrections CL2 Lieutenant II – Rate 66	33.3722	5,784.52	69,414.18

<b>LAW ENFORCEMENT DIVISION EFFECTIVE OCTOBER 1, 2018 Rate of Increase (3.00%)</b>				<b>CORRECTIONS CENTER DIVISION EFFECTIVE OCTOBER 1, 2018 Rate of Increase (3.00%)</b>			
<b>Sheriff</b>	<b>Hourly</b>	<b>Monthly</b>	<b>Yearly</b>	<b>Jail</b>	<b>Hourly</b>	<b>Monthly</b>	<b>Yearly</b>
Deputy CLE 1 (0-12)	24.6912	4,279.81	51,357.70	Corrections CL2 CO-1 (0-12)	18.0808	3,134.01	37,608.06
Deputy CLE 2 (12-24)	27.4126	4,751.52	57,018.21	Corrections CL2 CO-2 (12-24)	20.631	3,576.04	42,912.48
Deputy CLE 3 (24-48)	28.5913	4,955.83	59,469.90	Corrections CL2 CO-3 (24-36)	22.0429	3,820.77	45,849.23
Deputy CLE 4 (48-72)	29.7696	5,160.06	61,920.77	Corrections CL2 CO-4 (36-48)	23.1194	4,007.36	48,088.35
Deputy CLE 5 (72-96)	30.8137	5,341.04	64,092.50	Corrections CL2 CO-5 (48-60)	24.7431	4,288.80	51,465.65
Deputy CLE 6 (96-120)	31.8773	5,525.40	66,304.78	Corrections CL2 CO-6 (60-84)	25.2461	4,375.99	52,511.89
Deputy CLE 7 (120-180)	32.8357	5,691.52	68,298.26	Corrections CL2 CO-7 (84-120)	26.0049	4,507.52	54,090.19
Deputy CLE 8 (180 +)	33.3242	5,776.20	69,314.34	Corrections CL2 CO-8 (120 +)	26.3932	4,574.82	54,897.86
Sergeant CLE Rate 45	34.8862	6,046.94	72,563.30	Corrections CL2 Sergeant - Rate 45	32.1289	5,569.01	66,828.11
Lieutenant CLE Rate 46	36.5913	6,342.49	76,109.90	Corrections CL2 Lieutenant – Rate 46	33.6994	5,841.23	70,094.75
Captain CLE Rate 47	41.1713	7,136.36	85,636.30	Corrections CL2 Captain – Rate 47	37.9173	6,572.33	78,867.98
Major CLE Rate 48	45.1669	7,828.93	93,947.15	Corrections CL2 Major – Rate 48	41.5972	7,210.18	86,522.18
Sergeant II CLE Rate 65	35.5839	6,167.88	74,014.51	Corrections CL2 Sergeant II - Rate 65	32.7715	5,680.39	68,164.72
Lieutenant II CLE Rate 66	37.3232	6,469.36	77,632.26	Corrections CL2 Lieutenant II – Rate 66	34.3734	5,958.06	71,496.67

<b>LAW ENFORCEMENT DIVISION EFFECTIVE OCTOBER 1, 2019 Rate of Increase (3.50%)</b>				<b>CORRECTIONS CENTER DIVISION EFFECTIVE OCTOBER 1, 2019 Rate of Increase (3.50%)</b>			
<b>Sheriff</b>	<b>Hourly</b>	<b>Monthly</b>	<b>Yearly</b>	<b>Jail</b>	<b>Hourly</b>	<b>Monthly</b>	<b>Yearly</b>
Deputy CLE 1 (0-12)	25.5554	4,429.60	53,155.23	Corrections CL2 CO-1 (0-12)	18.7136	3,243.69	38,924.29
Deputy CLE 2 (12-24)	28.3720	4,917.81	59,013.76	Corrections CL2 CO-2 (12-24)	21.3531	3,701.20	44,414.45
Deputy CLE 3 (24-48)	29.5920	5,129.28	61,551.36	Corrections CL2 CO-3 (24-36)	22.8144	3,954.50	47,453.95
Deputy CLE 4 (48-72)	30.8115	5,340.66	64,087.92	Corrections CL2 CO-4 (36-48)	23.9286	4,147.62	49,771.49
Deputy CLE 5 (72-96)	31.8922	5,527.98	66,335.78	Corrections CL2 CO-5 (48-60)	25.6091	4,438.91	53,266.93
Deputy CLE 6 (96-120)	32.9930	5,718.79	68,625.44	Corrections CL2 CO-6 (60-84)	26.1297	4,529.15	54,349.78
Deputy CLE 7 (120-180)	33.9849	5,890.72	70,688.59	Corrections CL2 CO-7 (84-120)	26.9151	4,665.28	55,983.41
Deputy CLE 8 (180 +)	34.4905	5,978.35	71,740.24	Corrections CL2 CO-8 (120 +)	27.317	4,734.95	56,819.36
Sergeant CLE Rate 45	36.1072	6,258.58	75,102.98	Corrections CL2 Sergeant - Rate 45	33.2534	5,763.92	69,167.07
Lieutenant CLE Rate 46	37.8720	6,564.48	78,773.76	Corrections CL2 Lieutenant – Rate 46	34.8789	6,045.68	72,548.11
Captain CLE Rate 47	42.6123	7,386.13	88,633.58	Corrections CL2 Captain – Rate 47	39.2444	6,802.36	81,628.35
Major CLE Rate 48	46.7477	8,102.94	97,235.22	Corrections CL2 Major – Rate 48	43.0531	7,462.54	89,550.45
Sergeant II CLE Rate 65	36.8293	6,383.75	76,604.94	Corrections CL2 Sergeant II - Rate 65	33.9185	5,879.21	70,550.48
Lieutenant II CLE Rate 66	38.6295	6,695.78	80,349.36	Corrections CL2 Lieutenant II – Rate 66	35.5765	6,166.59	73,999.12

<b>LAW ENFORCEMENT DIVISION EFFECTIVE OCTOBER 1, 2020 Rate of Increase (3.00%)</b>				<b>CORRECTIONS CENTER DIVISION EFFECTIVE OCTOBER 1, 2020 Rate of Increase (3.00%)</b>			
<b>Sheriff</b>	<b>Hourly</b>	<b>Monthly</b>	<b>Yearly</b>	<b>Jail</b>	<b>Hourly</b>	<b>Monthly</b>	<b>Yearly</b>
Deputy CLE 1 (0-12)	26.3221	4,562.50	54,749.97	Corrections CL2 CO-1 (0-12)	19.275	3,341.00	40,092.00
Deputy CLE 2 (12-24)	29.2232	5,065.36	60,784.26	Corrections CL2 CO-2 (12-24)	21.9937	3,812.24	45,746.90
Deputy CLE 3 (24-48)	30.4798	5,283.17	63,397.98	Corrections CL2 CO-3 (24-36)	23.4988	4,073.13	48,877.50
Deputy CLE 4 (48-72)	31.7358	5,500.87	66,010.46	Corrections CL2 CO-4 (36-48)	24.6465	4,272.06	51,264.72
Deputy CLE 5 (72-96)	32.8490	5,693.83	68,325.92	Corrections CL2 CO-5 (48-60)	26.3774	4,572.08	54,864.99
Deputy CLE 6 (96-120)	33.9828	5,890.35	70,684.22	Corrections CL2 CO-6 (60-84)	26.9136	4,665.02	55,980.29
Deputy CLE 7 (120-180)	35.0044	6,067.43	72,809.15	Corrections CL2 CO-7 (84-120)	27.7226	4,805.25	57,663.01
Deputy CLE 8 (180 +)	35.5252	6,157.70	73,892.42	Corrections CL2 CO-8 (120 +)	28.1365	4,876.99	58,523.92
Sergeant CLE Rate 45	37.1904	6,446.34	77,356.03	Corrections CL2 Sergeant - Rate 45	34.251	5,936.84	71,242.08
Lieutenant CLE Rate 46	39.0082	6,761.42	81,137.06	Corrections CL2 Lieutenant – Rate 46	35.9253	6,227.05	74,724.62
Captain CLE Rate 47	43.8907	7,607.72	91,292.66	Corrections CL2 Captain – Rate 47	40.4217	7,006.43	84,077.14
Major CLE Rate 48	48.1501	8,346.02	100,152.21	Corrections CL2 Major – Rate 48	44.3447	7,686.42	92,236.98
Sergeant II CLE Rate 65	37.9342	6,575.26	78,903.14	Corrections CL2 Sergeant II - Rate 65	34.9361	6,055.59	72,667.09
Lieutenant II CLE Rate 66	39.7884	6,896.66	82,759.87	Corrections CL2 Lieutenant II – Rate 66	36.6438	6,351.59	76,219.10

45	Sergeant
46	Lieutenant
47	Captain
48	Major
65	Sergeant II
66	Lieutenant II

For the purposes of this Article, the average across the board wage increase given to non-bargaining unit county employees shall be calculated by averaging the percentage wage increase in that fiscal year of each non-bargaining unit county employee and determining the average wage increase of all non-bargaining unit county employees. The county may use cost of living adjustments, market surveys, reclassifications, or merit pay to determine the percentage increase of each non-bargaining county employee. The calculation of an across-the-

board increase to non-bargaining unit county employees shall exclude the percentage of a wage increase of an employee based upon a promotion. The Deputy LE and Corrections Officer positions in the Law Enforcement and Corrections Center Divisions are pay grades only. Movement between all pay grades is based upon time in grade and pay grades are not subject to Article 14, "Promotions".

Any Corrections Officer may be assigned to the position of Maintenance Officer. Maintenance Officers shall be paid at the salary set by the County for the position or at their appropriate pay step as a Corrections Officer, which is greater.

## **SECTION II**

### **Certificate/Education Pay**

Officers will be provided \$75.00 monthly, in addition to the base rate, whenever the officer attains either an Intermediate Certification through TCLEOSE, or an Associate Degree in Criminal Justice.

An Officer who attains an Advanced Certification through TCLEOSE, or a Baccalaureate Degree in Criminal Justice, or other four (4) year degree from an accredited college or university that is adjudged by the Sheriff to closely relate to Law Enforcement work, shall be provided \$100.00 per month in addition to the base rate, and in addition to the \$75.00 that is being provided for the Intermediate Certification or Associate Degree.

An officer who attains a Masters Certification through TCLEOSE or a Master's Degree adjudged by the Sheriff to closely relate to Law Enforcement work shall be provided \$125.00 per month in addition to the base rate, and in addition to the payment that is being provided for Advanced Certification and the payment that is being provided for the Intermediate Certification.

No officer in the Department compensated pursuant to Section A of this Article shall receive more than a total of \$300.00 monthly for the Certification/Education pay.

## **SECTION III**

### **Transfer Officer/ Work Release Pay/Court Officers**

Any officer assigned to perform duties as a Transfer Officer or Work Release Officer shall be filled by correctional officers from within the Correctional Division. Correctional Officers currently assigned as a transfer Officer or Work Release Officer shall be grandfathered for wages only and

shall show no reduction in salary so long as he or she is performing such duties. Any assignment as a Transfer Officer or Work release Officer after the ratification of this agreement shall be paid in accordance with applicable Correctional Officer pay scale. For the purposes of this Section, the term "Transfer Officer" shall mean an officer whose primary duty is the transfer of prisoners to and from Jefferson County detention center and other detention centers either within or outside Texas.

Correctional Officers currently assigned as Court Officers shall be required to successfully complete the Department's FTO program in order to maintain the position of Court Officer. Upon ratification of this agreement, current Court Officers shall begin to accumulate seniority in the Law Enforcement Division. All future Court Officer positions shall be filled by Deputies from the Law Enforcement Division.

#### **SECTION IV**

##### **Longevity Pay**

In addition to the base wage rates, officers shall be compensated longevity pay at the rate of (\$6.26) per month per year of service, to a maximum of twenty-five (25) years of service (\$156.50 Monthly Maximum) by the County.

#### **SECTION V**

##### **Increased Pay for Prior Experience**

Any officer with five (5) or more years of experience who hires into the Sheriff's Office from another agency may at the Sheriff's discretion begin pay at up to the step four level, as set out in Article 19, Section 1, above. For the purpose of this section, experience shall be defined as full-time paid employment as a corrections officer or peace officer certified by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE).

The Association Shall indemnify the County and the Sheriff and hold them harmless against any and all claims, demands suits or other forms of liability that may arise out of, or by reason of, any action taken by the County and/or the Sheriff for the purpose of complying with the provisions of this section.

## **SECTION VI**

### **Divisional Transfers**

An Officer who transfers from one division to another, shall, for the purposes of time in step, begin at the lowest pay step. However, in no event shall any transferring officer suffer a reduction in pay, except for disciplinary actions, failure to complete the FTO program or voluntary reassignment. Any other transferring officers shall maintain their current pay rate until they have accrued enough time in their new division that would entitle them to an increase in pay. At such time, the transferring officer's step shall henceforth conform to the normal pay step procedures spelled out in Article 19, Section 1, above. Provided, however, that any supervisor (sergeant, lieutenant, captain or major) who voluntarily transfers and is required by the transfer to give up his rank, shall enter the new division at the highest non-supervisory pay the transferor earned before he or she became a supervisor.

## **Section VII**

### **Specialty Pay**

In addition to base wage rates, Deputies assigned to the SWAT team shall receive an additional \$50.00 a month.

Deputies and Correction Officers assigned as a Field Training Officer shall receive an additional \$50.00 a month, only while actively training.

Deputies and Corrections Officers designated by the Sheriff as translators shall receive an additional \$50.00 a month. The Sheriff shall set the criteria for recognition for bilingual/translator designation.

**ARTICLE 20  
HOURS OF WORK AND OVERTIME COMPENSATION**

**SECTION I**

**Work Day/Work Week**

Officers assigned to 8 or 10 hour shifts shall work forty (40) hours per week. The work period for those officers shall consist of eighty (80) hours per fourteen (14) day work cycle. Bargaining unit members assigned to 12 or 24 hour shifts, shall have a 14 day, 80 hour work cycle. The work day for all officers shall include any shift briefings and training required by the Department.

**SECTION II**

**Meal Period**

All officers shall have no more than a thirty (30) minute meal period and no less than a twenty (20) minute meal period on any shift. Officers shall not be paid for the meal period unless called to duty during the meal period. An officer shall be completely relieved from duty during the meal period and may not be called to duty during the meal period except in an emergency. In the event that an officer is called to duty during the meal period then the meal period shall be rescheduled during the same shift or the meal period shall be subject to compensation as time worked at the option of the affected officer.

**SECTION III**

**Overtime**

A. All work performed by Officers working a 8 or 10 hour shift, holding the rank of Major and below, in excess of his/her regularly scheduled 40 hour work week shall be deemed overtime; and shall be compensated on the basis of time-and one half the officer's regular rate of pay. When overtime occurs as a result of a shift assignment change, an officer may elect to be paid at the straight time rate for the time worked, or an equal amount of compensatory time. Excused absences with pay (specifically vacation, holiday, compensatory time and funeral leave) shall be deemed as time worked for the purpose of computing hours worked.

B. All work performed by Officers assigned to 12 or 24 hour shifts shall be calculated in accordance with 29USC section 207K , in that no overtime compensation is required until the number of hours worked exceeds 86 hours in a 14 day work period. All hours in excess of 80 hours worked in a work period shall be deemed overtime and administered with all other consideration as dictated under Article 20, Section III, Subsection A.

## SECTION IV

### **Court time**

Officers attending court shall be treated as on-duty for time attend in court as a witness in a duty-related matter and the provisions of Section V shall apply. This provision applies to the following courts and hearings:

- A. Federal Court
- B. Grand Juries
- C. State District Court
- D. Justice Of The Peace Court
- E. County Courts at Law
- F. Municipal Courts
- G. Juvenile Court Proceedings of any kind
- H. Texas Alcoholic Beverage Commission Hearings
- I. Parole Revocation Hearings
- J. Any hearing conducted by an administrative law judge

## SECTION V

### **Call Back**

Any officer called back to duty from off-duty or on a regularly scheduled day off shall be compensated at a minimum of two (2) hours pay at the rate of time-and-one-half the officer's regular rate of pay.

## SECTION VI

### **Standby**

In the event that an officer is ordered to standby by a supervisor authorized to order such standby at least forty-eight (48) hours prior to the commencement of duty, the officer shall receive one hour of pay at the straight time rate per eight hours of standby, or any fraction thereof. In the event that the officer is ordered to standby less than forty-eight (48) hours prior to the commencement of duty, the officer shall receive two (2) hours of pay the straight time rate per eight hours of standby, or any fraction thereof.

## SECTION VII

### **Schedule Changes**

Days off, schedules, shifts, tours of duty or assignments shall not be changed solely for the purpose of avoiding the payment of overtime to individual officers.

## SECTION VIII

### **Election**

An officer may elect to receive payment of any overtime accumulated pursuant to this Article in cash or compensatory time. An officer may not

accrue more than 480 hours of compensatory time. The County may elect to pay all or part of any accumulated compensatory time that exceeds 240 hours. However, by mutual agreement with the officer, the County may elect to pay all or part of any accumulated compensatory time.

#### **SECTION IX**

##### **STEP Program**

Overtime assignments to the STEP program shall be made consistent with current practices in effect in the Sheriff's Office as of the effective date of this Agreement.

#### **SECTION X**

##### **Training time**

Any training time required by the Sheriff's Office or by any State of Texas agency that takes place outside of regular work hours shall be treated as time worked as defined in this Article. The Sheriff's Office may adjust days off, schedules, tours of duty or assignments for the purpose of reducing overtime payments under this subsection.

#### **SECTION XI**

##### **Emergency Closure**

Bargaining unit members will be compensated during emergency closures in accordance with County policy in effect on October 31, 2017.

**ARTICLE 21  
VACATIONS**

**SECTION I**

Vacation time shall not be taken until the member of the bargaining unit has been employed at least twelve (12) consecutive months. Upon completion of twelve (12) consecutive months, an officer shall be entitled to accrue vacation based on the following schedule during the remainder of the calendar year:

**MONTH OF EMPLOYMENT DAYS/HOURS OF VACATION**

January 10 days/80 hours  
 February 9 days/72 hours  
 March 8 days/64 hours  
 April 7.5 days/60 hours  
 May 7 days/56 hours  
 June 6 days/48 hours  
 July 5 days/40 hours  
 August 4 days/32 hours  
 September 3 days/24 hours  
 October 2.5 days/20 hours  
 November 2 days/16 hours  
 December 1 day/8 hours

**SECTION II**

All members of the Bargaining Unit shall be provided vacation time based on the schedule below. "Completed Years of Service" shall be measured from January 1 of the calendar year in which the employee was first employed. Vacation days shall be credited as of January 1 of each calendar year.

**COMPLETED YEARS OF SERVICE DAYS/HOURS OF VACATION**

1 through 4	10 days/80 hours
5 through 9	15 days/120 hours
10 through 14	20 days/160 hours
15 through 25	25 days/200 hours

### **SECTION III**

Members of the bargaining unit who separate from the County's employment prior to completing twelve (12) consecutive months of service shall not be entitled to payment for accrued vacation. Members of the bargaining unit who separate after having completed at least twelve (12) consecutive months of service with the County shall be paid upon separation for any accrued, unused vacation to which they are entitled.

### **SECTION IV**

Members of the bargaining unit who have at least fifteen (15) consecutive years of service may receive pay-in-lieu of no more than eighty (80) hours vacation annually, subject to funds being available in the budget for this benefit. Any such pay for vacation shall be at the straight time rate; and shall be uniformly applied in any calendar year to all officers making the request for the benefit.

### **SECTION V**

In documented cases of hospitalization, serious illness or other unexpected emergency, a member of the bargaining unit who has commenced his/her vacation may submit a request to the Sheriff for the rescheduling of the affected vacation time. The granting of such request shall not be unreasonably withheld

### **SECTION VI**

Any unused vacation shall be carried forward in whole or in part to the following calendar year; except that any vacation carried over must be taken by March 15 of the following year. Reasonable accommodation must be given to officers so that such vacation carried over may be used prior to March 15th. Members of the bargaining unit who carry vacation forward, but who terminate employment with the County prior to March 15 shall not receive payment for any unused vacation time carried forward that remains at the time of termination. Employees will not receive payment for vacation carried forward.

## **ARTICLE 22 HOLIDAYS**

### **SECTION I**

The following twelve (12) holidays shall be provided by the County.

New Year's Day, M.L. King Day,  
Presidents Day, Good Friday  
Memorial Day, July 4<sup>th</sup>, Labor Day  
Veteran's Day, Thanksgiving and Day after Thanksgiving  
Christmas Eve\*, Christmas Day

\*Depending on the particular day of the week upon which Christmas occurs, the day after Christmas may sometimes be designated as the holiday in lieu of Christmas Eve.

### **SECTION II**

If a holiday falls on an Officer's regular day off, the County shall pay the Officer eight (8) hours at straight time, in addition to the Officer's regular pay. If an Officer works on a holiday, the Officer shall be paid at the rate of time and one half, in addition to the Officer's regular pay for actual hours worked. The Officers shall have the option of choosing compensatory time in lieu of pay.

For Officers assigned to the Marine Unit, if a holiday falls on an Officer's regular day off, the County shall pay the Officer eight (8) hours at straight time, in addition to the Officer's regular pay. If an Officer works on a holiday, the Officer shall be paid at the rate of time and one half, in addition to the Officer's regular pay for 8 hours, and all other hours in said shift shall be paid at regular pay rate. The Officers shall have the option of choosing compensatory time in lieu of pay.

### **SECTION III**

In order to receive pay for a holiday, a bargaining unit member must work (if scheduled) the working day before and the working day after the holiday. In the event of illness on either the day before or after the holiday, the bargaining unit member must provide a doctor's excuse for the day(s) absent in order to receive pay for the holiday.

## **ARTICLE 23 SICK LEAVE**

Members of the bargaining unit shall be allowed sick leave with full pay in accordance with the following provisions:

### **SECTION I**

Four (4) hours of sick leave shall be accumulated per pay period. The maximum hours that may be accumulated is 1440. Sick leave pay shall be at the regular rate of pay.

### **SECTION II**

Sick leave accrual starts with the date of employment, but sick leave may not be used until the member of the bargaining unit completes 90 days service with the County. Sick leave does not accrue while using sick leave, and only that sick leave that has been accrued prior to the time of illness may be used.

### **SECTION III**

Sick leave may be used for absence from duty because of personal illness, pregnancy, legal quarantine, illness in the immediate family, or for any reason covered under the Family and Medical Leave Act. Immediate family for the purpose of this subsection shall include spouse, parent, guardian or dependent child.

### **SECTION IV**

The Sheriff may request and obtain verification of the circumstances surrounding any use of sick leave, and documentation of all sick leaves shall be provided to the Auditor's office by the Sheriff. Failure to provide appropriate documentation for the use of sick leave may result in disciplinary action. While out on sick leave, an officer must maintain regular contact with the appropriate supervisor. Sick leave benefits are contingent upon maintenance of regular contact.

### **SECTION V**

Sick leave may be used for elective surgery only when the procedure is recognized as an allowable, reimbursable expense under the County's Health Insurance Plan.

## SECTION VI

Members of the bargaining unit employed prior to **October 1, 2012**, with at least eight (8) years of continuous service who terminate employment shall receive payment for one-half of their unused, accrued sick leave up to a maximum of 720 hours.

Members of the bargaining unit employed after **October 1, 2012**, with at least eight (8) years of continuous service who terminate employment shall receive payment for 10 % of their unused, accrued sick leave.

However, any member of the bargaining unit who is re-employed by the County and who was previously paid for terminal sick leave shall not be entitled to any pay for sick leave upon his/her subsequent termination of employment.

## SECTION VII

### Funeral Leave

In the event that an officer suffers a death in the family, the officer may take up to three (3) days off with pay. The word "family" shall include spouse, child, grandchild, parent, guardian, brother, sister, grandfather or grandmother of the officer, or of the officer's spouse.

## SECTION VIII

Officers who complete one (1) calendar year of service without using any sick leave during such year shall be granted one (1) day of vacation time in addition to the amount of vacation time that the Officer is entitled to under Article 21 of this Agreement.

## SECTION IX

### Personal Leave

Subject to the approval of the Supervisor, officers may be granted personal time off with pay for a period not to exceed two (2) days (16 hours). These 16 hours are to be used for non-medical appointments, such as, parent-teacher conferences, personal business that employees are unable to conduct during or because of normal working hours. Employees must schedule personal time off at least 24 hours in advance. Personal leave does not accrue from year to year and unused personal leave will not be paid upon separation from the County. Personal leave will not be counted as hours worked for the purposes of calculating overtime. Personal leave may not be used until the employee successfully

completes 90 days of employment. Each officer shall be credited with 16 hours of Personal Leave each January 1 or upon employment.

**ARTICLE 24  
INJURY LEAVE**

**SECTION I**

An officer who is injured on the job shall receive temporary income benefits as prescribed by the Texas Worker's Compensation Act.

**SECTION II**

Injury leave shall accrue at the same rate as sick leave. Injury leave may not be charged against sick leave or vacation, but may be charged to FMLA leave if applicable. Employees off on injury leave will not receive holiday pay.

**SECTION III**

The Commissioner's Court will review each Worker's Compensation case at the time the County supplement ends, and may extend supplemental benefits if desired.

**ARTICLE 25  
LEAVE OF ABSENCE**

**SECTION I**

After an officer's sick leave and all other available accrued leave have been exhausted and the officer has been absent for 80 hours without pay, the Sheriff shall recommend to the Commissioner's Court for approval to:

A. Dismiss the officer; or

B. Place the officer upon leave of absence without pay or benefits for a period of time not to exceed three (3) calendar months.

**SECTION II**

A leave of absence without pay may be granted at the discretion of the Sheriff, but not to exceed ten (10) calendar days per year. Additional days may be granted at the discretion of the Commissioner's Court.

**SECTION III**

No vacation, sick leave or credit for retirement service shall accrue while an officer is on leave of absence without pay, for any reason.

**SECTION IV**

An officer shall exhaust all other available forms of accrued leave before any unpaid leave can be granted.

## ARTICLE 26 MILITARY LEAVE

1. Leave with full pay shall be granted for Reserve Training or National Guard duty for a period of up to one hundred twenty hours per year. The employee should notify the Auditor's Office in writing of such dates of service. Where the necessity for military leave is foreseeable, an employee must provide at least thirty (30) days' notice of intention to take military leave. When need for military leave is unforeseeable, notice as soon as practicable is required.

2. A Department Head/Elected Official must reschedule an affected employee's work schedule, if at all possible, to avoid conflicts between work and Reserve or National Guard duty to ensure that the employee works a full week.

3. Employees having a minimum of one year of service, ordered to: 1) active military conflict duty during a conflict; 2) state active military service; 3) service supporting the Department of Emergency Management operations; 4) service supporting the Department of Homeland Security or 5) any other official activity as required by State or Federal Government, shall be entitled to the following:

A. Compensation if the military pay is less than their base salary, the County pays the difference for a period not to exceed five (5) years. Military pay consists of base pay, plus allowance for longevity, subsistence, quarters, and dependents, plus pay for sea, flight, foreign, and hazardous pay. Military pay does not include reimbursement for travel expense. When military pay exceeds the employee's County pay, there will be no additional pay from the County. To receive supplemental pay from the County, the employee must furnish a certified statement of the military pay and allowances for the time off. The employee must either: 1) endorse and forward his/her military paycheck to the County Auditor or 2) through any other method approved by the County Auditor. If the employee fails to turn in the military pay or fails to adhere to the agreed upon method, he/she will not receive payments from the County.

B. Benefits During the military leave, there is no accrual of sick leave, injury leave, or vacation. While vacation, injury leave and sick leave do not accrue for employees on military leave, military leave does count towards longevity of employment for purposes of vacation and sick leave entitlement. Time while on military leave is also counted as service credit in determining the eligibility for those benefits that are dependent upon length of service such as retirement, days off (Sheriff's Department), and

shift assignments. During the period of military leave, employees shall be extended the option of continuing dependent insurance coverage under the County Health and Life Insurance Programs, with the employer contribution paid by the County and the employee contribution paid by the employee. The County Health and Life Insurance Programs contain exclusions for acts of war. Employees who are called to:

- 1) Active military duty during a conflict;
- 2) State active military service;
- 3) Service supporting the Department of Emergency Management operations;
- 4) Service supporting the Department of Homeland Security or
- 5) Any other official activity as required by State or Federal Government should consult with the Insurance and Risk Management Department if they have questions about the advantages of continuing the County Health and Life Insurance coverage during periods of military leave. If the employee discontinues coverage for dependents, he/she may re-enroll dependents consistent with the guidelines and benefits for the existing medical plan document. The employee must also contact the Payroll Department to continue or discontinue other deductions he/she might have.

Upon their return, such employee will be restored to their former position, or to a position of like seniority, status and pay in accordance with the Uniformed Services Employment and Re-employment Rights Act of 1994.

**ARTICLE 27  
JURY DUTY**

Officers shall be granted leave with pay when required by court order to attend a court either as a prospective juror, juror or witness. Officers shall return to work during the time not retained by the court. Court duty that is a result of an action taken by the employee which is unrelated to their employment with the County or that will personally affect him/her shall not be entitled to regular pay. In these instances, the employee will be required to use vacation, personal leave, or leave without pay.

## **ARTICLE 28 DISCIPLINARY ACTIONS**

### **SECTION I**

The purpose of this Article is to establish a procedure for the fair, expeditious and orderly adjustment of disciplinary actions taken by the Sheriff. For purposes of this Article, all disciplinary actions taken by the Sheriff are final except insofar as exempted hereinafter. For purposes of appeal of a disciplinary action, only the affected member of the bargaining unit may appeal a disciplinary action taken by the Sheriff. For purposes of this Article, only disciplinary action resulting in termination of a member of the bargaining unit may be appealed to the Citizens Advisory Panel set forth in Section 5. Other disciplinary actions imposed by the Sheriff (suspensions, demotions, written reprimands, oral reprimands) are subject to Sections 2, 3 and 4 herein; and any disciplinary actions imposed by the Sheriff are final and non-appeal able.

### **SECTION II**

Upon notification of a complaint filed by any person, such complaint shall be referred to the Internal Affairs Division (hereinafter referred to as "I.A.D.") for investigation. The I.A.D. shall thoroughly investigate all complaints submitted to it and shall do so within a reasonable period of time consistent with the nature of the complaint being investigated. However, disciplinary action shall be taken on or before 180 calendar days from occurrence for misconduct, involving non-criminal related acts. Disciplinary action shall be taken on or before 180 calendar days from discovery for misconduct involving criminal related acts. Nothing herein requires that an officer be charged with a criminal offense for the misconduct to be involving criminal related acts. Investigations shall be conducted pursuant to the procedure set forth in Attachment 4 and incorporated by reference herein.

### **SECTION III**

Upon the completion of the hearing before the D.R.B., such Board shall by majority vote render its recommendation as to the merit of the accusation, which it believes should be imposed. The Board may find the case is Sustained (the complaint was supported), Not sustained (insufficient evidence to either prove or disprove the complaint), Unfounded (the complaint was false or didn't occur) or Exonerated (the act occurred but was legal, justified and proper under the circumstances). If the Board finds that a case is sustained, it shall then

recommend the discipline, which it believes, should be imposed, including termination.

Upon completion of its investigation, I.A.D. may, without recommendation, forward the results thereof to the Disciplinary Review Board (hereinafter referred to as the "D.R.B."). The Law Enforcement D.R.B will hear disciplinary cases of Law Enforcement Division bargaining members. The Corrections D.R.B will hear disciplinary cases of the Corrections Division bargaining members. Each D.R.B shall be composed of six (6) persons selected as follows:

A. Two members of the D.R.B. shall be assigned from the bargaining unit and from the Division in which the affected employee is assigned. These two members must have completed probation at least 2 years before appointment and will be selected randomly.

B. Two members shall be citizens of Jefferson County, Texas, one of which shall be selected by the Association and the other by the Sheriff. Both citizens shall be vetted and approved by the Association and the Sheriff, however, if one party rejects the other's first selection, the party whose selection was rejected may submit 3 names to the other party, who must agree to one of the three.

C. Two members shall be appointed by the Sheriff from the bargaining unit holding the rank of at least Sergeant and no higher than major.

Six alternate D.R.B. members shall also be selected in the same manner as above and shall serve in the absence of any serving board member. The Sheriff shall appoint the Chairman of the D.R.B for a term of one (1) year and serve on both the Law Enforcement and Corrections Boards. The D.R.B. shall serve in cases involving deputies, correctional officers and supervisors.

Members chosen to serve on the D.R.B shall serve a term of one (1) year. The chairman shall be appointed at the beginning of each year and serve concurrent term with the other members of each board. A person who has served on the D.R.B may not serve another term for a period of two (2) years. Any person, who has had a disciplinary case that's proven to be sustained, cannot serve on the D.R.B for a period of twelve (12) months from the date the case was found to have been sustained.

Any person, who has had a disciplinary case proven to have merit, cannot serve on the D.R.B. for a period of 12 months from the date the case was found to have merit. Upon referral of a complaint from I.A.D., the D.R.B. shall hear the matter within ten (10) days of receipt of the complaint from I.A.D. At the hearing before the D.R.B., the affected member may consult with a representative (who may not be present at

the hearing) and present testimony; the complainants may present testimony; and I.A.D. may present the evidence obtained during its investigation. The hearing shall be tape-recorded and a copy shall be made available upon request to the affected member. Deliberations of the D.R.B. shall not be recorded. Within seven (7) days of completion of the hearing before the D.R.B., such Board shall by majority vote render its recommendation as to the discipline, which it believes should be imposed. The D.R.B. may find the complaint is without merit; that the complaint has merit and recommend the disciplinary action to be taken; or that the complaint has merit and recommend termination.

#### **SECTION IV**

Upon determination of its recommendation on disciplinary action to be, the D.R.B. shall notify the Sheriff in writing of its decision. Within ten (10) work days of receipt of the written recommendation by the D.R.B., the Sheriff shall determine the disciplinary action to be taken against the affected member. The Sheriff may accept or reject either in whole or in part the recommendation of the D.R.B. If the D.R.B. recommends termination, the affected employee shall be placed on suspension with pay and relieved of duty until the Sheriff renders a decision.

#### **SECTION V**

In the event that the D.R.B. recommends termination of the disciplined officer, or the Sheriff terminates an officer by rejecting a lesser recommendation by the D.R.B. pursuant to Section 4 herein, the matter shall then be referred to a Citizens Advisory Panel (hereinafter referred to as "the Panel") unless the affected members signs a waiver. If the Sheriff's decision is to terminate the employee, he/she shall be placed on leave without pay until the Panel convenes and renders an opinion for the Sheriff to consider. The employee will remain on leave without pay until the Sheriff makes a final decision, at which time the employee shall either be terminated or reinstated. The Panel shall be comprised of three (3) residents of Jefferson County, Texas, unless otherwise agreed; and three alternates who shall also be residents of Jefferson County, Texas, unless otherwise agreed. The Panel members and alternates are named in Attachment 5, attached hereto and incorporated by reference into this Agreement. The Panel members and alternates shall serve a term that runs concurrent with the effective and termination dates of this Agreement. Within two (2) weeks of receipt of the recommendation for termination of the D.R.B. or the Sheriff's rejection of a D.R.B. recommendation for less than termination, the Panel shall hear the facts and circumstances surrounding the matter involving the disciplined

employee. The time limit for any such hearing by the Panel shall not exceed eight (8) hours, except that by a majority vote of the Panel, the hearing time may be extended. The disciplined employee may have a representative to speak on his/her behalf. The Panel may hear testimony from the disciplined employee, the Association or the Sheriff or his designated representative. The Panel may rely in whole or in part on the testimony presented to the D.R.B. The disciplined employee and any complaining witness(s) may be examined and cross-examined. By a majority vote, the Panel may admit other relevant oral or documentary evidence. The Rules of Civil Procedure and Civil Evidence shall not apply. The proceeding shall not be recorded. Any matter admitted to this hearing may not be used for any subsequent purposes. The parties agree that members of the Panel will not in any subsequent proceeding be called as witnesses to testify regarding matter presented to the Panel. After its hearing, the Panel shall convene in private and by majority vote determine if it recommends that the termination be reconsidered and lesser discipline imposed; or if the termination should stand. The recommendation of the Panel shall be forwarded to the Sheriff for a decision based upon that recommendation.

Within ten (10) days of receipt of the written recommendation of the Panel, the Sheriff shall determine if the officer should be terminated, or whether a lesser disciplinary action should be taken. The decision of the Sheriff shall be based upon whether or not just cause exists for the termination. For the purposes of this Section, the term "just cause" means that the discharge action of the Sheriff's Department was reasonable in light of all circumstances; or was done for good and sufficient reasons.

## **SECTION VI**

Any affected member of the bargaining unit may elect to have the Sheriff, determine the merit of a complaint. The Sheriff may, in his discretion, elect to determine the discipline to be imposed. In the event an election is made by the Sheriff to not determine the merit, then the Officer may appeal pursuant to Section 3, 4, and 5 of this Article. In the event that such election is made by the Sheriff to determine the merit, the D.R.B. will not be convened to hear the complaint; but rather, the Sheriff may hear such evidence, as he deems appropriate. If the affected member notifies the Sheriff that he would like a personal conference, the Sheriff shall personally meet and discuss the incident with the affected officer before any disciplinary action is taken. The Sheriff, if he finds the complaint is sustained, will then determine the discipline to be imposed. The determination by the Sheriff shall be final.

## SECTION VII

The Sheriff shall establish procedures and forms to be used by I.A.D., and the D.R.B. in their investigation of complaints and recommendations as to disciplinary matters.

**ARTICLE 29  
INSURANCE**

**SECTION I**

The County agrees to provide health, dental and term life insurance under the County's Group Insurance Plan at the same specifications provided to all other County employees. The premium for bargaining unit members shall be paid entirely by the Employer.

**SECTION II**

At the option of a bargaining unit member, qualified dependents may also be insured under the Group Plan. A member of the bargaining unit shall pay one-half of the additional premiums for the claims portion of dependent coverage. However, in the event that the dependent matching ratio for non-bargaining unit employees is changed to some ratio other than a half match, the dependent matching ratio for bargaining unit employees shall automatically be set at the same ratio as is applicable to non-bargaining unit employees, unless otherwise agreed upon by the parties.

**ARTICLE 30  
MISCELLANEOUS PROVISIONS**

**SECTION I**

The County shall reimburse any officer for personal items stolen or damaged as a result of a work-related incident up to a maximum amount of \$700.00 per occurrence; provided that the officer files a written report of the incident within 24 hours of the occurrence; provided that the subject property of the loss was not of the type provided by the County for the officer's work; and provided further that the officer provides documentation acceptable to the County of the value of the item or cost of repair, if repairable, within 30 days of the occurrence. The County may, at its option, replace the item with an item of comparable worth and quality. Excluded from this provision are any items that are prohibited by the Sheriff for use on the job, or any non-essential item that is used exclusively for the comfort or enjoyment of the Officer that does not aid in the furtherance of the job duties.

**SECTION II**

Officers may at any time review their personnel files consistent with the provisions of VTCS Article 6252-17, Section 3. Said review of personnel files shall take place during the regular business hours of the custodian of personnel records in the Department; and shall be under the supervision of the custodian of personnel records.

**SECTION III**

Officers shall only perform bargaining unit work; specifically, that work which is normally and customarily related to the performance of duties. The County shall not request or order any officer to perform non-bargaining unit work. In the event of exigent circumstances, such as a natural disaster, the Sheriff may require officers to perform work other than that normally and customarily related to the performance of duties.

**SECTION IV**

The Correctional Department shall be staffed by correctional officers as required and/or approved by the Texas Commission on Jail Standards.

**SECTION V**

Members of the bargaining unit shall have the following political rights:

A. Members of the bargaining unit shall be permitted to take an active part in any political campaign so long as they are:

(1) Not in uniform;

(2) Not displaying any badge, insignia or equipment of the Department;  
or

(3) Not on duty.

B. Members of the bargaining unit shall not be required to contribute to any political fund or render any political service to any person or political party. No member shall be terminated, reduced in classification or salary, or otherwise adversely affected solely for making a political contribution or rendering political service to any person or political party; or by refusing to do so.

C. Members of the bargaining unit retain their constitutional right to support any candidate or measure of their choice. No member shall be terminated, reduced in classification or salary, or otherwise adversely affected solely for supporting or refusing to support any candidate or measure.

D. Members of the bargaining unit retain their constitutional right to Demonstrate in public so long as they are (1) not in uniform; (2) not displaying any badge, insignia or equipment of the Department; or (3) not on duty.

#### **SECTION VI**

If at any time during the term of this Agreement, and any extension thereof, the electorate of Jefferson County, Texas subjects the government of the County to a rollback election; and as result of such rollback election, the government of the County suffers a reduction in revenues due to a reduction in the tax rate, then the Association agrees to reopen the salary provisions of this Agreement set forth in Article 19 for the purpose of renegotiating such salaries.

#### **SECTION VII**

The Sheriff and/or County shall provide to every officer a copy, either digital or hard copy of all county personnel policies, Department operations manual and rules and regulations.

An electronic copy of this Agreement will be available to the Association for distribution.

**SECTION VIII**

Any bargaining unit member may be required to live within a fifty (50) mile radius of the Jefferson County Courthouse; however, residency within Jefferson County shall not be mandatory.

**ARTICLE 31  
CLOSING STATEMENTS**

**SECTION I**

**Savings Clause**

Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

**SECTION II**

**Full and Final Scope of the Agreement**

The parties agree that each has had the full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the province of collective bargaining. Subject to the Maintenance of Standards clause (Article 12), the above and foregoing Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as herein contained. Subject to the Maintenance of Standards clause (Article 12), each party for the term of this Agreement specifically waives the right to demand or petition for changes herein, whether or not the subjects were known to the parties at the time of execution hereof as proper subjects for collective bargaining.

SECTION III

Approval

This Agreement was approved by the Jefferson County Commissioner's Court at a regular meeting held on the 30th day of October 2017, and has been approved by the Sheriff by his signature being affixed hereto, and has been ratified by the Jefferson County Association of Deputy Sheriffs and Correction Officers on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

FOR THE COMMISSIONER'S COURT:

FOR THE SHERIFF:

\_\_\_\_\_  
Jeff Branick  
County Judge

\_\_\_\_\_  
Zena Stephens  
Sheriff

FOR THE ASSOCIATION:

\_\_\_\_\_  
William "Ike" Eichelberger  
President

**ATTACHMENT 1**  
**Binding Arbitration**

A. If a grievance is submitted to final, binding arbitration by the parties, the Sheriff and/or County and the Association shall attempt to agree within five (5) calendar days upon an arbitrator. For this purpose, the parties may agree in writing to utilize one or more arbitrators for a specified period of time. In the event that an arbitrator is not selected by the parties within five (5) calendar days, a list of seven (7) qualified neutrals shall be requested jointly by the parties from the American Arbitration Association (AAA); or may be requested by one of the parties. Within five (5) working days from receipt of the list, the parties shall alternately strike names on the list and the remaining name shall be the arbitrator.

B. The conduct of the hearing shall be governed by the standard rules of the American Arbitration Association. The parties, by mutual agreement, may request that the hearing be held in accordance with the AAA Expedited Labor Arbitration Rules.

C. The Arbitrator shall not have the power to add to, amend, modify, or subtract from the provisions of this Agreement in arriving at his decision on the issue or issues presented and shall confine his decision to the interpretation of this Agreement. The Arbitrator shall be final and binding upon the County, the Sheriff and the Association.

D. The Sheriff and/or County shall bear the expense of any witnesses called by the County. The Association shall bear the expense of any witnesses called by the Association, except that employees of the County who are called as witnesses for either side shall not be penalized for attendance at a hearing while on duty. The Sheriff and/or County and the Association shall share equally the fees and expenses of the arbitrator.

## **ATTACHMENT 2**

### **Internal Affairs Procedures**

#### **Section 1.**

##### **Conduct of Interview**

An interview of an officer under investigation shall take place at the Sheriff's Office. The officer may bring his supervisor with him to the interview. The officer shall be informed of the rank, name and command of the investigator and the identity of all persons present during the interrogation. The officer shall be informed of the general nature of the investigation, and sufficient information to reasonably apprise the officer of the allegations shall be provided. The interview shall be completed with reasonable dispatch and may include allowing the officer to give a voluntary verbal synopsis of events when involved in major incidents. Reasonable respites shall be allowed. Time shall be provided also for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary. The officer shall not be subjected to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment, except that the investigator may inform the officer that his/her conduct or his/her failure to cooperate with IAD and its investigation can become the subject of disciplinary action resulting in disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

#### **Section 2.**

##### **Right to Contact Attorney.**

In all cases where an officer is to be interviewed concerning an alleged act which, if proven, may result in his temporary suspension or dismissal from the service, he shall be afforded a reasonable opportunity, but not to exceed forty-eight (48) hours, and facilities to contact and consult privately with an attorney of his own choosing and/or a representative of the Association (or CLEAT) before being interviewed. An attorney of his own choosing and/or a representative of the Association (or CLEAT) may be present during the interview. In the event that an officer appears with an Association representative or attorney, the Sheriff or other interrogating officer shall have the option of continuing or terminating the interview. In lieu of an interview, the Sheriff may provide the affected officer with written notification of the complaint, written notice requiring a response to said complaint, and if applicable, notice of right to appeal. Such statement shall require a written response sworn to and notarized under oath.

If an officer is under arrest or is likely to be, or is a suspect or the target of a criminal investigation, the officer shall be given his/her rights pursuant to

the Miranda Decision. The officer shall be given an exact copy of any written statement he may execute.

### **Section 3.**

#### **Recording of Interview.**

IAD shall tape record any interview of an officer under investigation pursuant to Section 1 herein; and shall make a copy of said tape recording available to the officer being interviewed.

### **Section 4.**

#### **Notification of Findings.**

The Sheriff shall provide written notice in a sealed envelope to the individual officer of the final status of any complaint filed with the Sheriff's Office, by mailing said written notice to the officer's last known address by certified, return receipt mail.

### **Section 5.**

#### **Use of Polygraph.**

No polygraph shall be used to question an officer in an IAD investigation.

**ATTACHMENT 3**  
**Citizens' Advisory Panel**

The Citizens' Advisory Panel, hereinafter referred to as "the Panel", shall be constituted for all purposes set forth in Article 25 of the Agreement. The following three residents of Jefferson County are designated to serve on the Panel as permanent members for the duration of this Agreement:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

In the event that any permanent Panel member, above, withdraws as a Panel member, is unable to complete his term as a Panel member, or is unavailable for a specific hearing, then one of the alternates, below, will be selected by the parties. The selection of an alternate will either be for one specific hearing (in which case the permanent Panel member will return to his duties at the next hearing); or in the event that the permanent member withdraws or is otherwise unable to complete his term, then for the duration of this Agreement. Any alternate will be selected by drawing an alternate panel member's name at random. The alternate members shall be:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

**ATTACHMENT 4  
Wavier of the Citizens Advisory Panel**

**Jefferson County Sheriff's Office  
Internal Affairs Division**

**Waiver of the Citizens Advisory Panel**

**Date:  
Re:**

I hereby waive any further actions of the disciplinary process, defined in Article 28, Section V of the Articles of Agreement between Sheriff Stephens and The Jefferson County Sheriffs Association.

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

\_\_\_\_\_  
Witness

**End of Contract**

**AGENDA ITEM****October 30, 2017**

Receive and file Certified Appraisal Roll Value as an exhibit to the executed Tax Abatement between Colonial Pipeline Co. and Jefferson County, TX.

# 2017

## Certified Appraisal Roll

### As of Supplement: 1

**Title: COLONIAL PIPELINE 2017 BASE YEAR VALUE**

#### Report Specifications:

Sort Order: Alpha  
 Property Types:  
 Property Group Codes:  
 Entities: 901

Alpha Range: Like:  
 From: To:

Geo Range: Like:  
 From: To:

Acreage Range: Like:  
 From: To:

Custom Query: `SELECT PV.PROP_ID FROM PROPERTY_VAL PV  
 WITH (NOLOCK) WHERE PV.PROP_ID IN  
 (389214, 389223, 390093, 390131, 390230,  
 390549, 391039, 394644, 394645, 394646)`

2017 CERTIFIED APPRAISAL ROLL

As of Supplement # 1
901 - JEFFERSON COUNTY

Alpha Order

08/22/2017 14:12PM

Table with columns: Prop ID, Owner, % Legal Description, Values (Imp HS, Imp NHS, Land HS, Land NHS, Prod Use, Prod Mkt, Market, Prod Loss, Appraised, Cap, Assessed, Exemptions, Taxable). Includes summary rows for each property entry.

**2017 CERTIFIED APPRAISAL ROLL**

**As of Supplement # 1  
901 - JEFFERSON COUNTY**

Alpha Order

08/22/2017 14:12PM

Prop ID	Owner	%	Legal Description	Values			
<b>394644</b>	480737	100.00	R <b>Geo: 504700-000-000510-00000</b>	Effective Acres: 0.000000	Imp HS: 0	Market: 3,178,600	
COLONIAL PIPELINE CO	TANKS PAPS SEG 7	504700-000-000510-00000	AGENT: COL 002141 R	Imp NHS: 3,178,600	Prod Loss: 0		
PROPERTY TAX DEPT	Use: F2			Land HS: 0	Appraised: 3,178,600		
1185 SANCTUARY PKWY STE	Acres: 0.0000			Land NHS: 0	Cap: 0		
ALPHARETTA, GA 30009-4765	State Codes: F2			Prod Use: 0	Assessed: 3,178,600		
Agent: COLONIAL PIPELINE	Situs:			Mtg Cd: 0	Exemptions: 0		
				DBA:			

Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable
901	JEFFERSON COUNTY				3,178,600	0	3,178,600

<b>394645</b>	480737	100.00	R <b>Geo: 504700-000-000520-00000</b>	Effective Acres: 0.000000	Imp HS: 0	Market: 5,000	
COLONIAL PIPELINE CO	BUILDS PAPS SEG 7	504700-000-000520-00000	AGENT: COL 002141 R	Imp NHS: 5,000	Prod Loss: 0		
PROPERTY TAX DEPT	Use: F2			Land HS: 0	Appraised: 5,000		
1185 SANCTUARY PKWY STE	Acres: 0.0000			Land NHS: 0	Cap: 0		
ALPHARETTA, GA 30009-4765	State Codes: F2			Prod Use: 0	Assessed: 5,000		
Agent: COLONIAL PIPELINE	Situs:			Mtg Cd: 0	Exemptions: 0		
				DBA:			

Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable
901	JEFFERSON COUNTY				5,000	0	5,000

<b>394646</b>	480737	100.00	R <b>Geo: 504700-000-000530-00000</b>	Effective Acres: 0.000000	Imp HS: 0	Market: 30,000	
COLONIAL PIPELINE CO	WATER TREATMENT PAPS SEG 28	504700-000-000530-00000	AGENT:	Imp NHS: 30,000	Prod Loss: 0		
PROPERTY TAX DEPT	COL 002141 R Use: F2			Land HS: 0	Appraised: 30,000		
1185 SANCTUARY PKWY STE	Acres: 0.0000			Land NHS: 0	Cap: 0		
ALPHARETTA, GA 30009-4765	State Codes: F2			Prod Use: 0	Assessed: 30,000		
Agent: COLONIAL PIPELINE	Situs:			Mtg Cd: 0	Exemptions: 0		
				DBA:			

Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable
901	JEFFERSON COUNTY				30,000	0	30,000

# CERTIFIED APPRAISAL ROLL

## As of Supplement # 1 901 - JEFFERSON COUNTY

SUBTOTAL FOR 2017

-

	Totals		
	Current	Previous	Gain/Loss
Assessed	14,995,800	0	14,995,800
Exemptions	0	0	0
Taxable	14,995,800	0	14,995,800
Tax Amount	0.00	0.00	0.00

**CERTIFIED APPRAISAL ROLL**

**As of Supplement # 1  
901 - JEFFERSON COUNTY**

Alpha Order

08/22/2017 14:12PM

GRAND TOTALS

-

	Totals		
	Current	Previous	Gain/Loss
Assessed	14,995,800	0	14,995,800
Exemptions	0	0	0
Taxable	14,995,800	0	14,995,800
Tax Amount	0.00	0.00	0.00

**AGENDA ITEM****October 30, 2017**

Receive and file Certified Appraisal Roll Value as an exhibit to the executed Tax Abatement between Coastal Caverns 1 & 2 LP and Jefferson County, TX.

# 2017

## Certified Appraisal Roll

### As of Supplement: 1

**Title: COASTAL CAVERNS 2017 BASE YEAR VALUE**

#### Report Specifications:

Sort Order: Geo ID  
 Property Types:  
 Property Group Codes:  
 Entities: 901

Alpha Range: Like:  
 From: To:

Geo Range: Like:  
 From: To:

Acreage Range: Like:  
 From: To:

Custom Query: `SELECT PV.PROP_ID FROM PROPERTY_VAL PV  
 WITH (NOLOCK) WHERE PV.PROP_ID IN  
 (341893, 385856, 341894)`

**2017 CERTIFIED APPRAISAL ROLL**

**As of Supplement # 1  
901 - JEFFERSON COUNTY**

Geo ID Order

08/22/2017 15:59PM

Prop ID	Owner	%	Legal Description	Values
<b>341893</b>	480991	100.00	R <b>Geo: 531280-000-000015-00000</b>	Effective Acres: 0.000000 Imp HS: 0 Market: 27,082,450
COASTAL CAVERNS INC U/G STOR. FACILITY TANKS, BUILDING AND PIPEING SULPHUR RD.				Imp NHS: 27,082,450 Prod Loss: 0
2925 RICHMOND AVE STE 11 531280-000-000015-00000 AGENT: JGM 002096 R Use: F2				Land HS: 0 Appraised: 27,082,450
HOUSTON, TX 77098-3138 Acres: 0.0000 Land NHS: 0 Cap: 0				
Agent: MYSKA & VANDERVOOR State Codes: F2 Map ID: Prod Use: 0 Assessed: 27,082,450				
Situs: Mitg Cd: Prod Mkt: 0 Exemptions:				
DBA:				

Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable
901	JEFFERSON COUNTY				27,082,450	0	27,082,450

<b>385856</b>	480991	100.00	R <b>Geo: 531280-000-000030-00000</b>	Effective Acres: 0.000000 Imp HS: 0 Market: 19,020
COASTAL CAVERNS INC U/G STOR. FACILITY VEHICLES SULPHUR RD. 531280-000-000030-00000				Imp NHS: 19,020 Prod Loss: 0
2925 RICHMOND AVE STE 11 AGENT: JGM 002096 R Use: F2				Land HS: 0 Appraised: 19,020
HOUSTON, TX 77098-3138 Acres: 0.0000 Land NHS: 0 Cap: 0				
Agent: MYSKA & VANDERVOOR State Codes: F2 Map ID: Prod Use: 0 Assessed: 19,020				
Situs: Mitg Cd: Prod Mkt: 0 Exemptions:				
DBA:				

Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable
901	JEFFERSON COUNTY				19,020	0	19,020

<b>341894</b>	480991	100.00	R <b>Geo: 531280-000-000070-00000</b>	Effective Acres: 0.000000 Imp HS: 0 Market: 1,643,000
COASTAL CAVERNS INC ELECTRICAL EQUIPMENT SULPHUR RD. 531280-000-000070-00000				Imp NHS: 1,643,000 Prod Loss: 0
2925 RICHMOND AVE STE 11 AGENT: JGM 002096 R Use: F2				Land HS: 0 Appraised: 1,643,000
HOUSTON, TX 77098-3138 Acres: 0.0000 Land NHS: 0 Cap: 0				
Agent: MYSKA & VANDERVOOR State Codes: F2 Map ID: Prod Use: 0 Assessed: 1,643,000				
Situs: Mitg Cd: Prod Mkt: 0 Exemptions:				
DBA:				

Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable
901	JEFFERSON COUNTY				1,643,000	0	1,643,000

# CERTIFIED APPRAISAL ROLL

## As of Supplement # 1 901 - JEFFERSON COUNTY

SUBTOTAL FOR 2017

-

	Totals		
	Current	Previous	Gain/Loss
Assessed	28,744,470	0	28,744,470
Exemptions	0	0	0
Taxable	28,744,470	0	28,744,470
Tax Amount	0.00	0.00	0.00

**CERTIFIED APPRAISAL ROLL**

**As of Supplement # 1  
901 - JEFFERSON COUNTY**

GRAND TOTALS

-

	Totals		
	Current	Previous	Gain/Loss
Assessed	28,744,470	0	28,744,470
Exemptions	0	0	0
Taxable	28,744,470	0	28,744,470
Tax Amount	0.00	0.00	0.00

**AGENDA ITEM****October 30, 2017**

Consider, possibly approve, authorize the County Judge to execute and receive and file a Letter of Agreement between Lamar University and Jefferson County Commissioners Court for the taping of Commissioner Court meetings. (This is a renewal of prior agreement with 3% increase.)

## Letter of Agreement Between Lamar University and the Jefferson County Commissioners Court for the Taping of Jefferson County Commissioners Court Meetings

The Lamar University Department of Communication will provide video production services to the Jefferson County Commissioners Court for the production of videotapes of each regular meeting of the Commissioners Court from September 1, 2017 to August 31, 2018.

The services provided by the Lamar University Department of Communication for the Jefferson County Commissioners Court shall include, but not be limited to, the following:

- a) the videotaping of each regular meeting of the Jefferson County Commissioners Court,
  - b) any post production work needed to broadcast the videotapes,
  - c) the delivery of the DVD's to the proper site for their broadcast,
  - d) supplying all equipment and supplies needed to produce DVD's of the meetings.
- a) Copies of all Jefferson County Commissioners Court meetings.

The Jefferson County Commissioners Court will provide:

- a) a schedule of and agenda for all regular Commissioners Court meetings to the Lamar University Department of Communication,
- b) a location in the meeting room for the camera operator to setup the equipment needed to tape the meeting,
- c) an audio outlet for the camera operator to plug into the meeting room sound system,
- d) a payment of \$12,499 to the Lamar University Department of Communication for video production services provided from September 1, 2017 to August 31, 2018. The payment is to be made on or before October 30, 2017.

For Lamar University,

  
\_\_\_\_\_  
Ashley Scott, Assistant Director  
for Contract Management

10/18/17  
\_\_\_\_\_  
Date

For Jefferson County Commissioners Court

  
\_\_\_\_\_  
Jeff Branick, County Judge – Jefferson County  
Commissioners Court

10/30/17  
\_\_\_\_\_  
Date

**Lamar University***Lamar University Department of Communication - SETCAST***INVOICE**

P.O. BOX 10050  
 Beaumont, TX 77710  
 Phone 409-880-8153 Fax 409-880-8760

INVOICE #1005  
 DATE: OCTOBER 13, 2017

**TO:**  
 JEFFERSON COUNTY COMMISSIONERS COURT  
 P.O. BOX 4025  
 Beaumont, TX 77704

**FOR:**  
 SETCAST videotaping services

DESCRIPTION	AMOUNT
Videotapes/DVD's of JEFFERSON COUNTY COMMISSIONERS COURT meetings from 9/1/2017 to 8/31/2018 [This invoice reflects a 3% increase in SETCAST services for 2017-2018.]	\$12,499.00
<b>TOTAL</b>	<b>\$12,499.00</b>

Make all checks payable to: *Lamar University Department of Communication - SETCAST*

Payment is due within 30 days.

If you have any questions concerning this invoice, contact the Communication Dept. at 880-8153

**Thank you for your business!**

**AGENDA ITEM****October 30, 2017**

Consider, possibly approve and authorize the County Judge to execute and Amended Agreement between Tim Richardson, Consultant, and Jefferson for his services in seeking BP Deepwater Horizon restoration funding for October 1, 2017 through September 30, 2018.

## AMENDED AGREEMENT

This Amended Agreement ("Agreement") is entered into by and between the **Jefferson County** (County), and **Tim Richardson** ("Consultant"). This agreement is intended to replace the agreement previously executed between the parties and, upon execution of this agreement, the previous agreement is declared null and void.

In consideration of the mutual promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the County and Consultant agree as follows:

### **I. SCOPE OF AGREEMENT**

This Agreement shall cover the rights, duties and obligations of the parties hereto with regard to consulting work related to County activities associated with seeking BP *Deepwater Horizon* (DWH) restoration funding for a variety of purposes determined by the County including environmental infrastructure improvements.

### **II. RESPONSIBILITIES OF THE PARTIES**

#### Consultant shall:

- Assist County with organizing and coordinating the County's approach to developing a priority project list for which DWH restoration funds will be sought;
- Identify key federal and state DWH restoration officials, non-profit, corporate, stakeholder, and other audiences, including specific people/contacts at each, that need to be informed about the County's restoration goals and priorities, and communicate with them on an ongoing basis, including making introductions for the County officials so that they can establish relationships with these entities;
- Draft a strategy and timeline for communicating with these groups for the County's review to ensure that the County's efforts are comprehensive and coordinated;
- Identify key people at BP who need to be educated about the restoration benefits available to Restore the Gulf by working the County and communicate with them; make introductions for County officials and participate in meetings with these contacts;
- Draft a strategy for Congressional outreach, including specific Representatives and staff that need to be briefed;
- Take the lead with preparation of materials for these groups;
- Help in drafting a strategy for the County to be recognized for environmental restoration leadership among Gulf of Mexico states, counties and cities;
- Serve as the "eyes and ears" of the County in Washington, D.C. and Austin, Texas with regard to updates on progress on the BP settlement, and development and

implementation of DWH restoration, alerting the County to any specific actions that need to be taken to ensure that its interests are represented.

B. The County shall:

1. Provide overall project direction and day-to-day coordination/clarification about the County's goals and objectives in DWH restoration.

**III. PERSONNEL**

A. All of the work performed under this Agreement shall be performed by Tim Richardson. If for any reason Tim Richardson becomes unable to provide his expertise, the County reserves the right to immediately terminate this Agreement unless Consultant provides a suitable replacement, agreed upon by the parties in writing.

B. Consultant is solely responsible for all employee-related salary and applicable benefits to Consultant's personnel performing under this Agreement and all actions or inactions performed by Consultant and Consultant's personnel in connection with this Agreement.

**IV. TERM OF AGREEMENT AND TERMINATION**

A. This Agreement shall begin October 1, 2017 and expire on September 30, 2018 unless earlier terminated in accordance with Section B. or C. below or by mutual agreement.

B. This Agreement may be terminated by any party upon fifteen (15) days advance written notice in the event of: (i) a material breach of this Agreement by any party; (ii) fraud by any party; (iii) insolvency, bankruptcy, reorganization or receivership of one of the parties; (iv) breach of fiduciary duties by any of parties; (v) the County's dissatisfaction with the quality of the Project; (vi) Consultant's failure to complete the Project in a timely manner; or (vii) gross or willful negligence, persistent or prolonged neglect or misconduct by the other party.

C. If the County is dissatisfied with any of the services rendered under this Agreement, it may notify Consultant and provide Consultant a reasonable time within which to remedy any unsatisfactory performance of services or it may terminate this Agreement pursuant to Section B above.

D. Any party may terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other parties. Any terms of this Agreement that extend beyond its termination shall remain in effect until fulfilled, and apply to respective successors and assigns.

E. Upon termination of this Agreement, Consultant shall immediately, within seven days, deliver all work performed pursuant to this Agreement to the County (including documents provided to Consultant by the County and any work in progress, such as notes, drafts and sketches) and shall, upon the County's written request, document on a time and materials basis, in detail, the status of the services that have been terminated and the delivered work. If requested by the County, Consultant shall, after termination, cooperate on a time and materials basis with the County in its or another's efforts on the County's behalf to complete any services or deliverables set forth in writing and to provide for an orderly transition.

**V. COMPENSATION/TERMS OF PAYMENT**

A. During the term of this Agreement the County shall pay Consultant \$126,000 annually at \$10,500 per month which payments will be made upon receipt of a monthly invoice.

B. All payments to sub-contractors used by the Consultant shall be the responsibility of the Consultant, unless otherwise agreed to in advance by the County.

C. If the Agreement is terminated pursuant to Paragraph IV above, Consultant shall be paid on a pro rata basis for satisfactory services rendered to the date of termination.

D. The County shall not be liable for any federal, state or local taxes, social security payments, sick pay, vacation pay, severance pay, bonuses or other social or welfare payments to Consultant. The County's liability to Consultant is limited to the dollar amounts set forth in Section A and for reasonable expenses incurred by Consultant as set forth in Section B and D. In no case shall the County be liable for the other costs or damages that may result from Consultant's normal course of doing business.

E. All routine travel expenses shall be paid for by Consultant with an understanding that any extraordinary travel requested and pre-approved in advance by the County and shall be coach, 14 day advance purchase, unless agreed to otherwise, in writing (email is an acceptable communication), by the County.

F. All invoices for fees/expenses to be paid by the County pursuant to this Agreement must be received by the County within thirty (30) days from the date the fee / expense is incurred. Any invoice received from Consultant more than thirty (30) days after termination or expiration of this Agreement will not be paid.

- G. In the event of a dispute over the terms of this Agreement, including the provision of satisfactory services by Consultant, the County reserves the right to withhold payment of monies owed until the dispute is resolved.

## VI. OWNERSHIP OF MATERIALS AND RESULTS

A. All materials provided to the County and all work performed under this Agreement, either by Consultant or by any sub-contractor hereunder, shall remain the property of the County. However, County shall grant full authority to Consultant to use all specific non-proprietary, non-confidential materials produced for any purpose, without prior approval.

### B. Joint Copyright Ownership

1. It is understood and agreed that the County has the right to use or not use the Work Product and to use, assign to a third party, reproduce, re-use, alter, modify, edit, or change the Work Product as it sees fit and for any purpose, and that the Work Product shall not be returned except for pre-existing copyrighted or proprietary materials used by Consultant as a tool to develop the Work Product.

2. County and Consultant shall have joint rights, title and interests in the Work Product, as well as any license to use, sell, exploit, copy, or further develop such Work Product.

3. Consultant represents and warrants that the Work Product shall be original, and shall not infringe on the rights of any other person or party. In the event of a breach of this representation and warranty, Consultant shall immediately return to the County all monies received under this Agreement and shall be liable for any consequential damages resulting therefrom. The County and Consultant shall jointly retain all right, title and ownership in and to all work, including without limitation to all copyright, patent, trade secret and other intellectual property rights pertaining thereto, including but not limited to, the complete right to modify text, print, publish, copy, distribute, transfer, display and prepare derivative works based upon work prepared under this Agreement.

## VII. AUTHORIZED CONTACTS

The following County employees are authorized contacts under this Agreement:

**Jeff Branick**, Judge, **Jefferson County**; [jbranick@co.jefferson.tx.us](mailto:jbranick@co.jefferson.tx.us) ; office: 409-835-8466.

**Tim Richardson**, consultant, [tlrs@rcn.com](mailto:tlrs@rcn.com); office: 301-770-6496; mobile 202-352-1269.

### **VIII. NONDISCLOSURE OF PROPRIETARY INFORMATION**

During the course of the term of this Agreement, Consultant may have access to information of a confidential and proprietary nature. Such confidential information may include, without limitation, lists, corporate or facility data regarding the County's legal strategies, policy goals and objectives, various plans for future development and any other development, and any other information of a similar nature pertaining to the County. Consultant hereby expressly covenants and agrees that, anytime during the term or after termination or expiration of this Agreement, Consultant shall not use, furnish, or disclose any confidential or proprietary information to any other person, corporation, association, or other entity without the prior written consent of the County, as applicable. This section shall survive termination of this Agreement.

### **IX. TAXES**

It is understood and agreed that Consultant is an independent contractor, not an employee. Any compensation, therefore, will not be subject to withholding of either income taxes or Social Security taxes. It is understood that in the event that such payments should be deemed taxable, Consultant shall be solely responsible for the payment of those taxes; and Consultant shall indemnify the County against any claims for taxes or other payroll deductions, including penalties, provided the County promptly notify Consultant of any such claim.

### **X. TRANSFER OF INTEREST**

Neither this Agreement, nor any of the rights and obligations stated herein or resulting therefrom, may be assigned, transferred or otherwise disposed of by Consultant without the prior written consent the County.

### **XI. NOTICE**

Any legal notice or report required or permitted to be given under provisions of this Agreement shall be in writing and be delivered either by mail or by personal delivery. If delivered by mail, notices shall be sent by Federal Express or a similar type delivery service, or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices shall be addressed to the individuals in the capacities indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

a) If to the County, to:  
 Honorable Jeff Branick  
 Jefferson County  
 County Court House  
 1149 Pearl Street  
 Beaumont, Texas 77701

b) If to Consultant, to:

Tim Richardson  
6707 Old Stage Road  
Rockville, MD 20852

A. Consultant agrees to indemnify, defend, and hold harmless the County, its officers, directors, employees, volunteers, agents, successors, and assigns, from any and all liability, losses, claims, demands, suits, costs, expenses and damages, including the cost of defense, investigation and reasonable attorneys' fees, of whatever nature and description, arising from or in connection with Consultant's breach of this Agreement or Consultant's negligence or willful misconduct, or a third-party claim arising out of Consultant's performance under this Agreement.

B. Consultant shall indemnify and hold the County harmless from any proceedings or claims asserted against the County resulting from materials solely furnished by Consultant involving copyright infringement, violations of personal rights of privacy, misappropriation of ideas or rights and literary piracy or plagiarism, excepting claims arising from materials or information furnished by the County or from matters with respect to which Consultant has advised the County, in writing, of the legal risks involved and the County, by their specific written approval, have assumed the risks thereof, in which cases the County shall so indemnify Consultant.

C. This section shall survive termination of this Agreement.

## **XII. GOVERNING LAW / VENUE**

This Agreement shall be exclusively governed by and pursuant to the laws of the State of Texas. Any and all suits or claims by either party shall be brought exclusively in the State of Texas.

## **XIII. AGENCY**

The parties agree that this Agreement is not intended to create any agency, subcontractor, or employer-employee relationship of any kind between the County and Consultant, or between the County and any other party with whom Consultant has contracted regarding this Agreement. The parties agree not to contract any obligation in the name of the other, to use each other's credit in conducting any activities under this Agreement, or to

represent that the County is in the business of providing the products and/or services provided by Consultant.

**XIV. ENTIRE AGREEMENT / SEVERABILITY**

This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior understandings and writings, and may be amended or modified only by a writing signed by the parties. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be void, invalid, unenforceable or illegal for any reason, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**XV. WAIVER**

The failure of any Party to insist upon strict performance of any of the terms or provisions of this Agreement or to exercise any right or remedy contained in this Agreement shall not be construed as a waiver or as a relinquishment for the future of such term, provision, right or remedy. Neither this Agreement nor any provisions thereof may be changed, waived, or discharged, except by an instrument in writing signed by both parties.

**XVI. EQUAL OPPORTUNITY**

The County acknowledges that it is an Equal Employment Opportunity Employer, M/F/D/V. Consultant agrees that he is in compliance with Executive Order 11246 and Revised Order No. 4, the Vietnam-Era Veterans Readjustment Assistance Act of 1974, the Vocational Rehabilitation Act of 1973 and other federal and state anti-discrimination laws.

**XVII. MISCELLANEOUS**

A. The captions of each paragraph of this Agreement are inserted solely for the reader's convenience and are not to be construed as part of or in interpreting this Agreement.

B. During the term of this Agreement, upon reasonable notice and during regular business hours, the County shall have the right to audit all books and records of Consultant relating to the amounts payable by either party under this Agreement.

C. None of the Parties shall be liable for any failure or delay in the performance of its obligations due to a fire, flood, earthquake, elements of nature or acts of God, acts of war, acts or threats of terrorism, riots, civil disorder, rebellions, epidemics, governmental travel advisories, or other similar cause beyond the reasonable control of the party affected, provided such default or delay could not have been prevented by reasonable precautions and

cannot reasonably be circumvented, and provided further that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay.

D. All attachments to this Agreement are incorporated herein by reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

**Jefferson County**

By \_\_\_\_\_  
Name: Jeff Branick  
Title: Judge  
EIN \_\_\_\_\_

Date \_\_\_\_\_

**Tim Richardson, Consultant**

By \_\_\_\_\_  
Name: Tim Richardson  
EIN 370-60-3504

Date \_\_\_\_\_

I, Tim Richardson, Consultant, certify that, to the best of my knowledge, there is no conflict of interest between the issues/services that I provide for other clients and the County.

Signed:

\_\_\_\_\_  
Signature of Consultant

\_\_\_\_\_  
Date

Permit No. 02-P-17

Precinct No. 2, 3

**APPLICATION FOR PIPE LINE PERMIT**

022058652  
022058653 BOND

(2003 revision)

Date: October 17, 2017

HONORABLE COMMISSIONERS' COURT

JEFFERSON COUNTY

BEAUMONT, TEXAS 77701

Gentlemen:

Florida Gas Transmission Company, LLC (Company) does hereby make application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a pipe line for the distribution of natural gas, location of which is fully described as follows:

2 pages of drawings attached.

Construction will begin on or after January 8 2018.

It is understood that all work will comply with the requirements of the Pipe Line Policy Adopted by Jefferson County Commissioners Court on 2011, and all Subsequent revisions thereof to date.

Enclosed, please find the required permit fee:

2 road crossing @ \$100.00 \$ 200.00

       miles parallel @ \$150.00/mile or fraction \$       

Total \$ 200.00

We understate that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5000.00 per crossing and \$50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has

been furnished such bonds as Jefferson County Commissioners' Court may choose to require.

Permit issued for a period of twenty-five years, at which time, the permit must be renewed.

Company Florida Gas Transmission Company

By 

David E. Halvorson

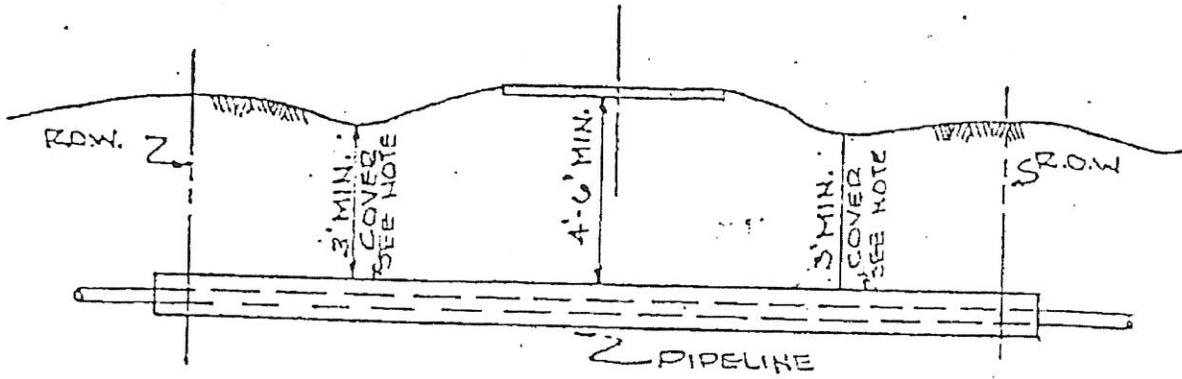
Title Sr. Right of Way Agent

Address 86 South Archwycke Circle

The Woodlands, TX 77382

Phone No. 281.924.6650

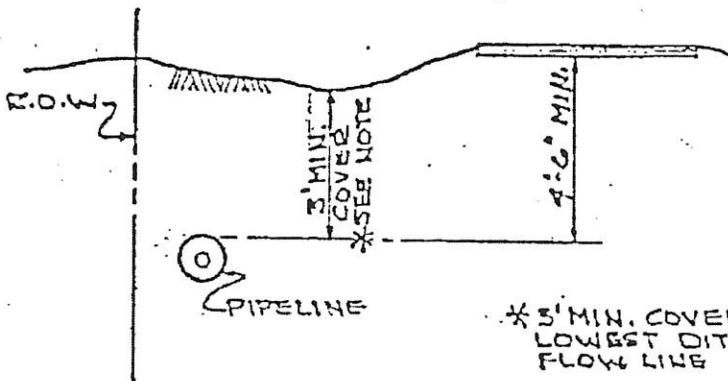
Fax No. \_\_\_\_\_



3' MIN. COVER AT  
LOWEST DITCH  
FLOW LINE ELEV.

NOTE: CASING TO EXTEND  
1'-0\"/>

# 1. STANDARD PIPELINE CROSSING



\* 3' MIN. COVER AT  
LOWEST DITCH  
FLOW LINE ELEV.

# 2. STANDARD PARALLEL LINE

JEFFERSON COUNTY ENGINEERING DEPARTMENT. PIPELINE DETAILS (STD.)
--

## ENGINEERING ACTION FORM

The minimum standard bond required is \$10,000.00 (2 CROSSINGS)

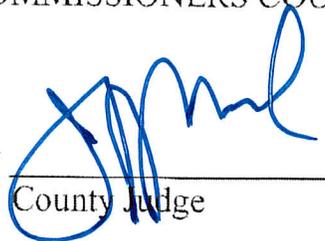
Samuel M. Rao  
Director of Engineering

10/30/17  
Date

## COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$10,000.00. Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

By   
County Judge



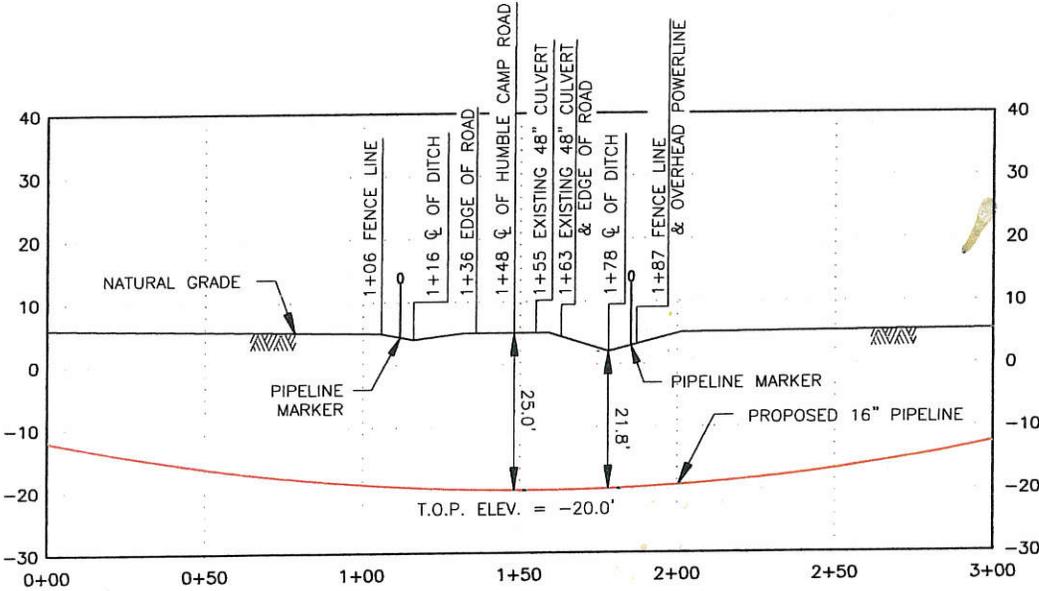
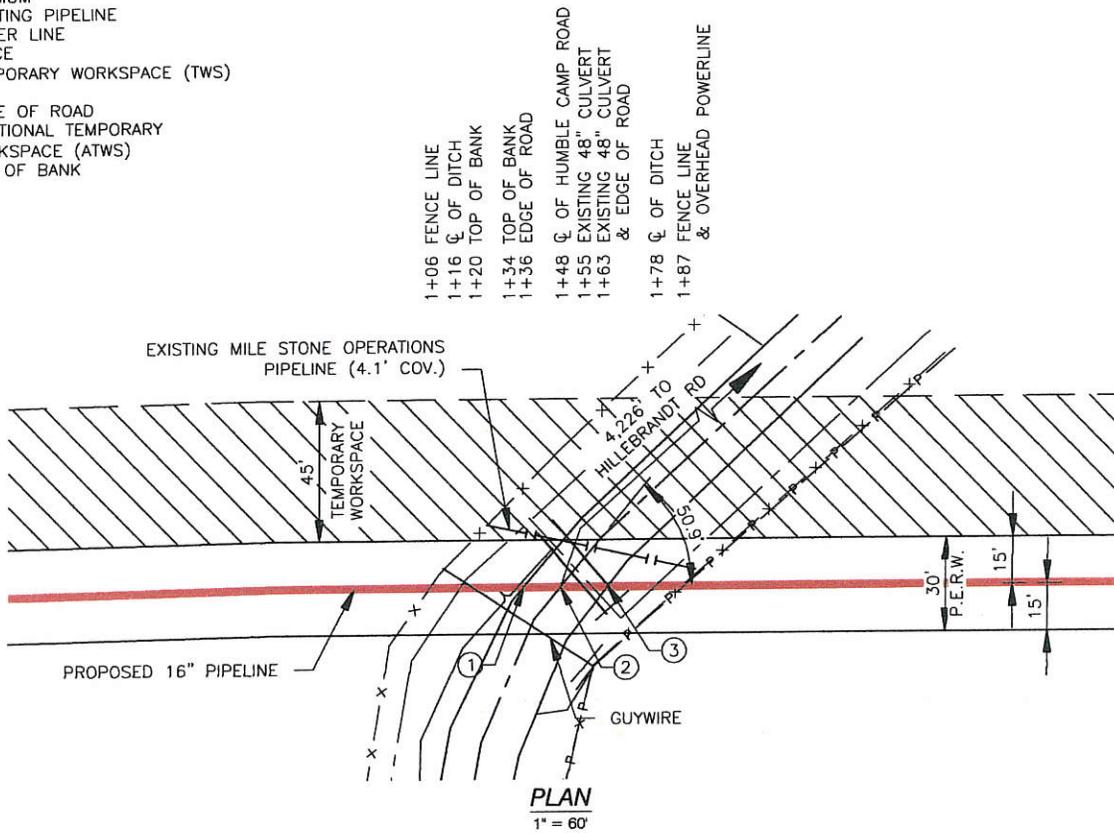
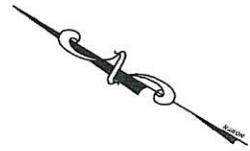
THE CONTRACTOR MUST NOTIFY JEFFERSON COUNTY 48 HOURS PRIOR TO CONSTRUCTION GIVING THE NAME OF THE CONSTRUCTION COMPANY, THE NAME AND NUMBER OF AN ON SITE SUPERVISOR, AND THE INTENDED START DATE. THE CONTRACTOR MUST NOTIFY THE PERMIT AGENT 48 HOURS PRIOR TO CONSTRUCTION.

**LEGEND**

- P.E.R.W. PERMANENT EASEMENT & RIGHT OF WAY
- ROW RIGHT OF WAY
- HWY HIGHWAY
- TOB TOP OF BANK
- MIN. MINIMUM
- |— EXISTING PIPELINE
- P— POWER LINE
- X— FENCE
- TEMPORARY WORKSPACE (TWS)
- EDGE OF ROAD
- ADDITIONAL TEMPORARY WORKSPACE (ATWS)
- TOP OF BANK

**(X) LOCATION COORDINATES**

1. X=3513325.84  
Y=13922528.22
2. X=3513331.91  
Y=13922518.21
3. X=3513339.65  
Y=13922505.43



- NOTE:**
1. DATUM BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE, US FOOT.
  2. EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-344-8377 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
  3. ALL MINIMUM DEPTH REQUIREMENTS MEASURED AT THE TOP OF PIPE.

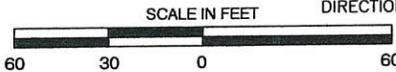
IMPROVED ROAD - HDD METHOD  
CROSSING LENGTH 582.3'

**PROFILE**

1" = 60' H  
1" = 30' V

**PIPE SPECIFICATIONS**

CONTENTS: NATURAL GAS  
DESIGN FACTOR: 0.6  
CARRIER PIPE: 16" O.D., 0.375" W.T., API 5L X70  
COATING: 30-40 mils ARO over 14-16 mils FBE  
M.A.O.P.: 975 PSIG  
PIPELINE CATHODICALLY PROTECTED  
METHOD OF INSTALLATION: HORIZONTAL  
DIRECTIONAL DRILL



NO.	DATE	REVISION	BY	CHK	APPR	APPR	APPR
A	05/08/17	ISSUED FOR REVIEW	SD	RF	SK		

DRAWING ISSUES	CONSTRUCTION	LAST ORIG.			
	BIDS	LAST ORIG.			
	APPROVAL	LAST ORIG.			
	INFORMATION	LAST ORIG.			
DRAWING APPROVALS	ISSUED FOR:	SIGNATURE	DATE	REV.	
	DRAWN:	SD	DATE: 05/04/17		
	CHECKED:	RF	DATE: 05/08/17		
	ENGINEER:		DATE:		
	TRC:		DATE:		
	CLIENT:		DATE:		
	CLIENT:		DATE:		

## ROAD CROSSING PERMIT

FLORIDA GAS TRANSMISSION COMPANY  
HUMBLE CAMP ROAD  
JEFFERSON COUNTY, TEXAS

SCALE	PROJECT NO.	DRAWING NO.	SHEET	REV.
AS SHOWN	260575	P8-112	1 OF 1	A

16350 PARK TEN PLACE, SUITE 101  
HOUSTON, TX 77084  
PH: (281) 616-0100  
TRC PROJ. #260575, LC. No. TX-F-02

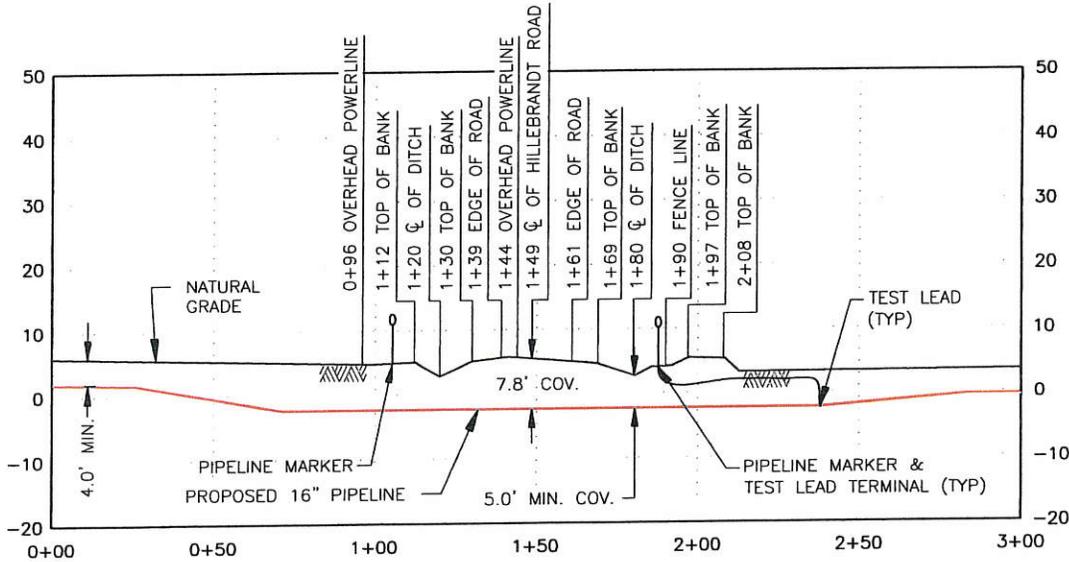
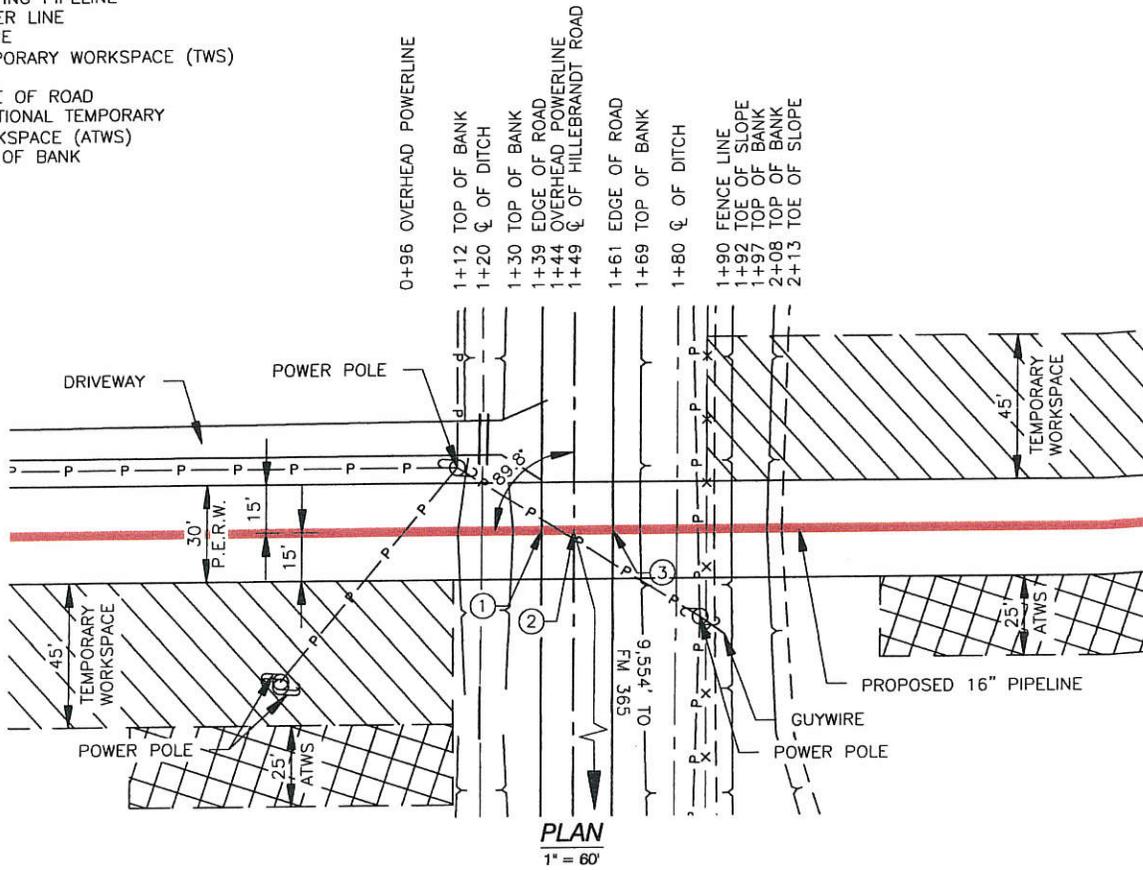
THE CONTRACTOR MUST NOTIFY JEFFERSON COUNTY 48 HOURS PRIOR TO CONSTRUCTION GIVING THE NAME OF THE CONSTRUCTION COMPANY, THE NAME AND NUMBER OF AN ON SITE SUPERVISOR, AND THE INTENDED START DATE. THE CONTRACTOR MUST NOTIFY THE PERMIT AGENT 48 HOURS PRIOR TO CONSTRUCTION.

LEGEND

- P.E.R.W. PERMANENT EASEMENT & RIGHT OF WAY
- ROW RIGHT OF WAY
- HWY HIGHWAY
- TOB TOP OF BANK
- MIN. MINIMUM
- EXISTING PIPELINE
- P POWER LINE
- X FENCE
- TEMPORARY WORKSPACE (TWS)
- EDGE OF ROAD
- ADDITIONAL TEMPORARY WORKSPACE (ATWS)
- TOP OF BANK

(X) LOCATION COORDINATES

1. X=3517500.76  
Y=13921064.12
2. X=3517510.79  
Y=13921064.68
3. X=3517522.87  
Y=13921065.35



NOTE:

1. DATUM BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE, US FOOT.
2. EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-344-8377 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
3. ALL MINIMUM DEPTH REQUIREMENTS MEASURED AT THE TOP OF PIPE.

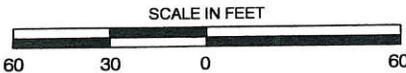
IMPROVED ROAD CROSSING LENGTH 157'

PROFILE

1" = 60' H  
1" = 30' V

PIPE SPECIFICATIONS

CONTENTS: NATURAL GAS  
DESIGN FACTOR: 0.6  
CARRIER PIPE: 16" O.D., 0.375" W.T., API 5L X70  
COATING: 30-40 mils ARO over 14-16 mils FBE  
M.A.O.P.: 975 PSIG  
PIPELINE CATHODICALLY PROTECTED



NO.	DATE	REVISION	BY	CHK	APPR	APPR	APPR
B	06/29/17	ISSUED FOR REVIEW	MEH	RF	SK		
A	05/08/17	ISSUED FOR REVIEW	SD	RF	SK		

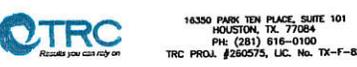


DRAWING ISSUES	CONSTRUCTION	LAST ORIG.			
	BIDS	LAST ORIG.			
	APPROVAL	LAST ORIG.			
	INFORMATION	LAST ORIG.			
DRAWING APPROVALS	ISSUED FOR:	SIGNATURE	DATE	REV.	
	DRAWN:	SD	DATE: 05/04/17		
	CHECKED:	RF	DATE: 05/08/17		
	ENGINEER:		DATE:		
	TRC:		DATE:		
	CLIENT:		DATE:		

ROAD CROSSING PERMIT

FLORIDA GAS TRANSMISSION COMPANY  
HILLEBRANDT ROAD  
JEFFERSON COUNTY, TEXAS

SCALE	PROJECT NO.	DRAWING NO.	SHEET	REV.
AS SHOWN	260575	P8-113	1 OF 1	B





0081

LICENSE OR PERMIT BOND

Bond 022058652

LICENSE OR PERMIT BOND

KNOW ALL BY THESE PRESENTS, That we, FLORIDA GAS TRANSMISSION COMPANY, LLC  
1300 Main Street, Houston, TX 77002  
as Principal, and the Liberty Mutual Insurance Company, a MA corporation,  
as Surety, are held and firmly bound unto JEFFERSON COUNTY  
1149 Pearl Street, 5th Floor, Beaumont, TX 77701, as Obligee,  
in the sum of \_\_\_\_\_  
Five Thousand and 00/100 Dollars ( 5,000.00 )

for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and sealed this 11th day of October, 2017.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has been or is about to be granted a license or permit to do business as pipeline construction; installing pipe under county roads by the Obligee.

NOW, Therefore, if the Principal well and truly comply with applicable local ordinances, and conduct business in conformity therewith, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER; 1. This bond shall continue in force:

Until October 11, 2019, or until the date of expiration of any Continuation Certificate executed by the Surety

OR

Until canceled as herein provided.

2 This bond may be canceled by the Surety by the sending of notice in writing to the Obligee, stating when, not less than thirty days thereafter, liability hereunder shall terminate as to subsequent acts or omissions of the Principal.

FLORIDA GAS TRANSMISSION COMPANY, LLC  
Principal

By [Signature]  
Vice President, Land and Right of Way



Liberty Mutual Insurance Company  
By [Signature]  
Vanessa Dominguez Attorney-in-Fact

**POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**  
Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7366104

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

### POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Camille M. Cruz; Claudette Alexander Hunt; Jacqueline Jordan Hampton

all of the city of Miami, state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of May, 2016.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 17th day of May, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS** - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, 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 11th day of October, 2017.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



Copy

LICENSE OR PERMIT BOND

Bond 022058653

LICENSE OR PERMIT BOND

KNOW ALL BY THESE PRESENTS, That we, FLORIDA GAS TRANSMISSION COMPANY, LLC
1300 Main Street, Houston, TX 77002
as Principal, and the Liberty Mutual Insurance Company, a MA corporation,
as Surety, are held and firmly bound unto JEFFERSON COUNTY
1149 Pearl Street, 5th Floor, Beaumont, TX 77701, as Obligee,
in the sum of Five Thousand and 00/100 Dollars ( 5,000.00 )

for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and sealed this 11th day of October, 2017.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has been or is about to be granted a license or permit to do business as pipeline construction; installing pipe under county roads by the Obligee.

NOW, Therefore, if the Principal well and truly comply with applicable local ordinances, and conduct business in conformity therewith, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER; 1. This bond shall continue in force:

[X] Until October 11, 2019, or until the date of expiration of any Continuation Certificate executed by the Surety

OR

[ ] Until canceled as herein provided.

2 This bond may be canceled by the Surety by the sending of notice in writing to the Obligee, stating when, not less than thirty days thereafter, liability hereunder shall terminate as to subsequent acts or omissions of the Principal.

FLORIDA GAS TRANSMISSION COMPANY, LLC
Principal

By [Signature]
Vice President, Land and Right of Way

Liberty Mutual Insurance Company

By [Signature]
Vanessa Dominguez Attorney-in-Fact



**POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7846799

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Donna L. Williams; Lisa A. Ward; Lupe Tyler; Melissa L. Fortier; Michael J. Herrod; Misty Wright; Nancy Thomas; Vanessa Dominguez; Wendy W. Stuckey

all of the city of Houston, state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of July, 2017.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 28th day of July, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, 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 11th day of October, 20 17.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



3. Grantee shall have the right to install, maintain and use gates in all fences which now cross or may cross the Permanent Easement or which provide access to the Property; and Grantor shall allow Grantee to install its own lock if Grantee so chooses and Grantee shall have access (i.e., interlocking locks) through such gates. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder of the Property cannot stray from the fenced pastures. Grantee shall have no right to fence or enclose the Permanent Easement. Grantee shall, during the initial construction operations, maintain suitable crossings on, over, and across the Permanent Easement.

4. Grantor may use the Property within the Permanent Easement for any and all purposes not inconsistent with the Grantee's easement rights and so as not to interfere with Grantee's Facilities. Grantor's uses may include, but shall not be limited to, using the Permanent Easement and the Temporary Construction Easement for agricultural, open space, set-back, density, street, utility and roadway purposes. Grantor is permitted, after review and approval by Grantee, which will not be unreasonably withheld, to construct and install any and all streets and roadways, at any angle of not less than forty-five degrees (45°) to Grantee's Facilities, across the Permanent Easement which do not interfere with, damage, destroy or alter the operation of the Facilities, and Grantor may also construct and/or install water, sewer, gas, electric, cable TV, telephone or other utility lines across the Permanent Easement at any angle of not less than forty-five degrees (45°) to Grantee's Facilities, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Permanent Easement and Temporary Construction Easement (while in effect) by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of any governmental entity having authority over the Permanent Easement and the Temporary Construction Easement. Grantor must notify Grantee in writing before the construction or installation of any streets, roadways, utilities or other encroachments on the Permanent Easement. "Grantor shall be responsible for complying with any state or local "one call" requirements in the event of construction on or near the Permanent Easement."

5. Notwithstanding anything to the contrary, Grantor may not use any part of the Permanent Easement if such use may damage, destroy, injure, and/or interfere with the Grantee's use of the Permanent Easement or its Facilities. Grantor is not permitted to conduct any of the following activities on the Permanent Easement without the prior written permission of Grantee: (i) construct any temporary or permanent building or site improvements, other than streets and roads as provided above; (ii) drill or operate any well; (iii) remove soil or change the grade or slope; (iv) impound surface water; or (v) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the Facilities may be placed, erected, installed or permitted within or upon the Permanent Easement without the prior written permission of Grantee. In the event the terms of this paragraph are violated, Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor.

6. Grantee has the right from time to time on the Permanent Easement, and without liability or compensation to Grantor, to trim, cut down or eliminate trees or shrubbery as may be necessary to prevent possible interference with the operation of the Facilities and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Permanent Easement which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the Facilities. From and after the completion of initial construction, Grantee shall pay any damages that may arise to growing crops, timber, fences and other improvements from the construction, maintenance and operation of the Pipeline, provided that Grantee shall not be responsible for paying damages for its removal of any trees or brush (but not growing crops) from the Permanent Easement as part of its routine operations to maintain the Permanent Easement free from obstructions. Grantee will maintain the Easements (the Temporary Construction Easement only during the Initial Construction Period) clear of all litter and trash during periods of construction, operation, maintenance, repair or removal.

7. Grantor shall, to the extent owned by Grantor, retain all the oil, gas, and other minerals in, on and under the Property, including within the Permanent Easement; provided,

\_\_\_\_\_ Grantor Initials

however, Grantor shall not be permitted to drill or operate equipment for the production or development of minerals within or on the Permanent Easement, but Grantor will be permitted to extract the oil and other minerals from and under the Permanent Easement by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use, operation and maintenance of the Facilities or Grantee's use of the Permanent Easement for the purposes for which the Permanent Easement is sought by Grantee.

8. Upon completion of the project construction and permanent fencing destroyed or disturbed by project construction activities shall be repaired and, or re-installed by Grantee, at its sole expense, along substantially the same alignment, configuration and approximate location of the Grantor's existing fences.

9. Grantee agrees that it will fully and timely comply with all Federal laws, regulations, certificates, plans and procedures as approved by a Federal agency or any other Federal rules that apply to construction and operation of the pipeline.

10. Grantee shall have the right to adequately mark the Pipeline with permanent line markers, ground placards and test leads in order to promote public safety and the future safe operation of said pipeline, and to meet applicable governmental regulations.

11. Notwithstanding anything to the contrary herein, Grantee (except for pipeline markers and cathodic test leads, which will be placed within the Permanent Easement at road crossings, property boundaries or existing fence lines intersected by the Pipeline, unless required by applicable Department of Transportation Code regulations to be placed at other locations within the Permanent Easement, and pipeline vents which will be placed within the Permanent Easement at road crossings where required), will not construct, build, install, maintain or have any above ground structures, installations, equipment or apparatus of any kind on or within the boundaries of the Permanent Easement, unless an easement is granted herein for a valve site, in which case Grantee's valve and related facilities can be above and below ground.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its contractors, servants, agents or invitees, excepting, however, any and all claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall comply in all respects, at its sole cost, with all applicable federal, state, and local laws, rules, and regulations which are applicable to Grantee's activities hereunder, including, without limitation, the construction, use, operation, maintenance, repair and service of the Facilities.

14. Grantee shall have the right to assign this Agreement to the extent allowed by applicable law, and the rights granted hereunder, in whole or in part, to one or more assignees. All Easements, except temporary ones, shall be in perpetuity, and the provisions of this Agreement, including all benefits and burdens, shall be a covenant running with the land and shall be binding on Grantor and grantee and their respective successors and assigns.

15. All equipment, fixtures, and facilities placed on the Easements by Grantee shall be and remain the property of Grantee. Grantee shall have the right to terminate this Agreement or any portion thereof by filing a release in the same public records in which it is recorded. In the event that Grantee terminates this Agreement, in whole or part, Grantee shall have a reasonable time afterward at its sole option to either remove all of its equipment, fixtures, and facilities or to remove surface facilities and abandon subsurface facilities in-place. Following removal of its equipment and fixtures, Grantee shall restore the lands, as nearly as practicable, to the condition existing prior to termination.

16. Grantee agrees that, during the construction of the Pipeline, Grantee will bury its pipeline to provide a minimum cover of forty-eight inches (48".)

\_\_\_\_\_ Grantor Initials



# EXHIBIT "A"

FLORIDA GAS TRANSMISSION COMPANY, LLC  
PORT ARTHUR LATERAL  
COUNTY OF JEFFERSON  
TRACT NO. PAL-JF-0025.000

## PERMANENT EASEMENT & RIGHT OF WAY

Description of a thirty (30) feet wide Permanent Easement & Right of Way (P.E.R.W.) situated the T & NO RR CO Survey, Section 7, Abstract 239 Jefferson County, Texas and being over, through and across Tract 1, the remainder of the County of Jefferson's a called 33.343 acre tract of land described by an instrument recorded under County Clerk File Number (C.C.F. No.) 2001006798, of the Official Public Records of Jefferson County, Texas (O.P.R.J.C.T.), said thirty (30) feet wide Permanent Easement & Right of Way being situated fifteen (15) feet on each side of the herein described baseline, the sidelines of said Permanent Easement & Right of Way being lengthened or shortened to meet the boundary lines of said Tract 1, said baseline being more particularly described as follows:

**COMMENCING** at a ½ inch iron rod found marking a northeast interior corner of said Tract 1 and the most eastern corner of a called 4.985 acre tract of land described by an instrument, recorded under C.C.F. No. 2014005622, of the O.P.R.J.C.T.; **THENCE** North 36° 32' 51" East, along the common line of said Tract 1 and said 4.985 acre tract, a distance of 16.00 feet to the **POINT OF BEGINNING**;

**THENCE** North 53° 23' 08" West, a distance of 787.43 feet, to the **POINT OF TERMINATION** on the northwest line of said Tract 1 and a the southeast line of a called 1.874 acre tract of land described by an instrument recorded under C.C.F. No. 1055895 (Volume 2248, Page 158) of the O.P.R.J.C.T., from which a ½ iron rod found marking a northwest corner of said 1.874 acre tract bears North 32° 10' 23" East, a distance of 373.92 feet, said baseline having a total distance of 787.43 feet (47.72 rods), said Permanent Easement & Right of Way containing 0.542 acre of land.

All bearings and distances shown herein are grid, based upon Texas State Plane Coordinates, South Central Zone 4204, North American Datum of 1983, U.S. Survey Feet, as derived from an on the ground survey performed by TRC Pipeline Services LLC, conducted in August of 2016.

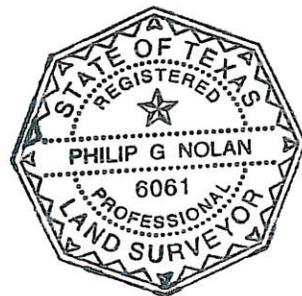
For reference and further information see Exhibit "B", drawing number PAL-JF-0025.000, Rev. 1, same date.

*Philip G. Nolan*

*7-18-17*

Philip G. Nolan  
Registered Professional Land Surveyor  
Texas Registration No. 6061  
Survey Firm License No. 10193802

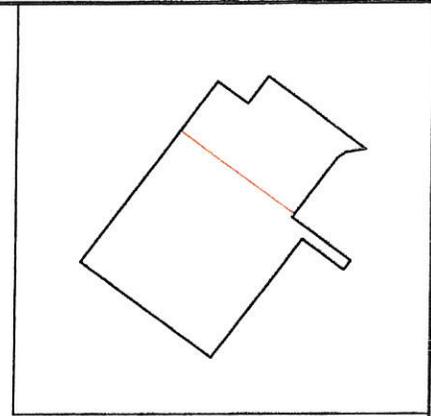
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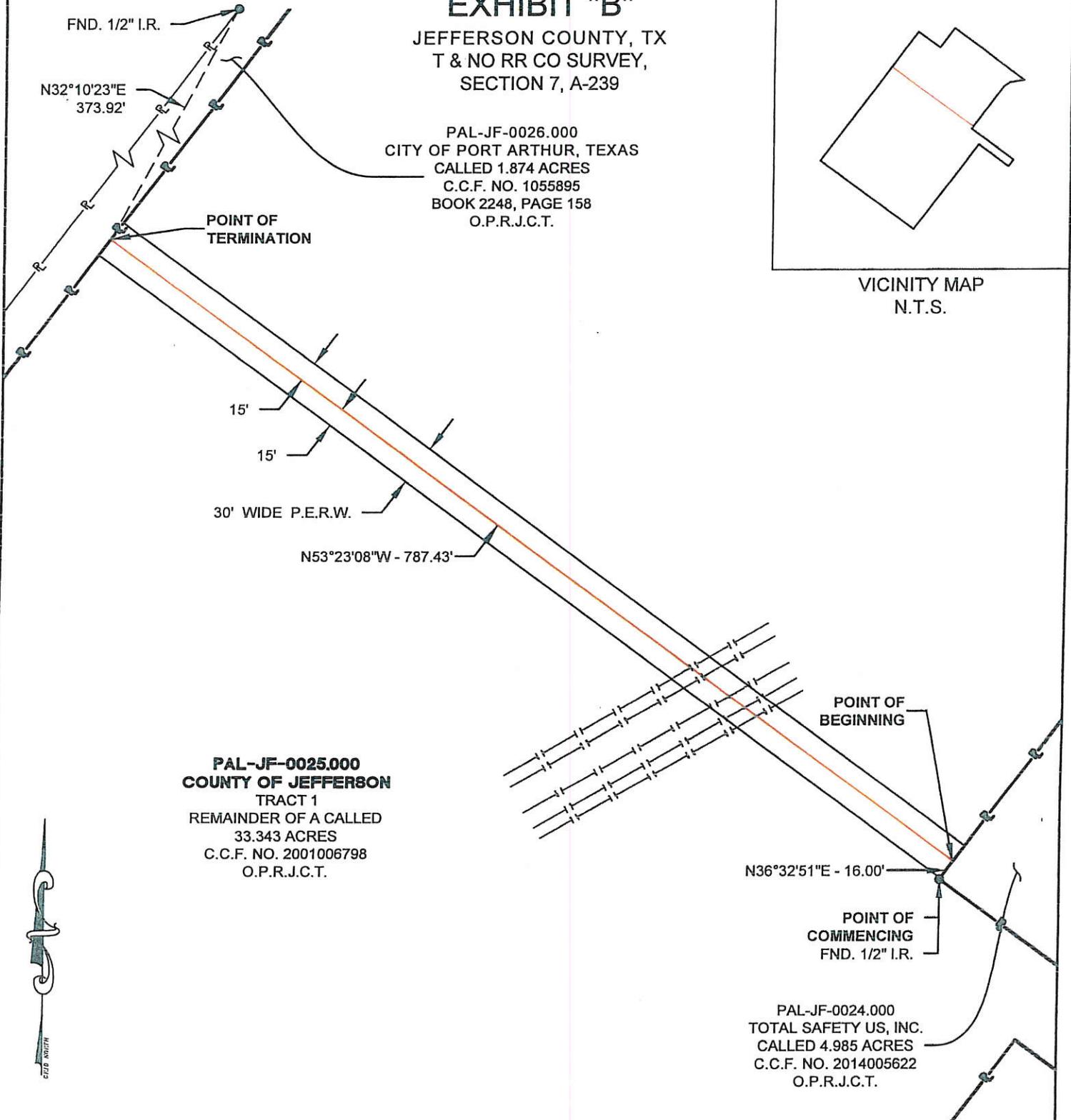
# EXHIBIT "B"

JEFFERSON COUNTY, TX  
T & NO RR CO SURVEY,  
SECTION 7, A-239

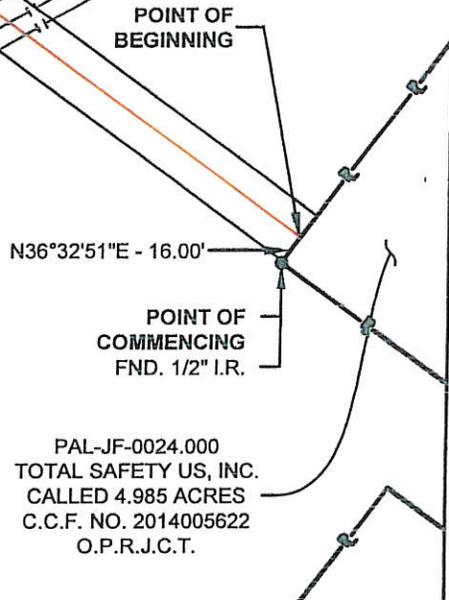
PAL-JF-0026.000  
CITY OF PORT ARTHUR, TEXAS  
CALLED 1.874 ACRES  
C.C.F. NO. 1055895  
BOOK 2248, PAGE 158  
O.P.R.J.C.T.



VICINITY MAP  
N.T.S.



**PAL-JF-0025.000**  
**COUNTY OF JEFFERSON**  
TRACT 1  
REMAINDER OF A CALLED  
33.343 ACRES  
C.C.F. NO. 2001006798  
O.P.R.J.C.T.



PAL-JF-0024.000  
TOTAL SAFETY US, INC.  
CALLED 4.985 ACRES  
C.C.F. NO. 2014005622  
O.P.R.J.C.T.

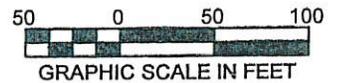
**NOTES**

- ALL BEARINGS & DISTANCES SHOWN HEREON ARE GRID BASED UPON TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM OF 1983 [NAD83(2011)(EPOCH:2010.0000)], U.S. SURVEY FEET, AS DERIVED FROM AN ON THE GROUND SURVEY PERFORMED BY TRC PIPELINE SERVICES LLC IN AUGUST 2016.
- THE OWNERSHIP OF THE SUBJECT TRACT, SHOWN HEREIN, IS BASED UPON A LIMITED TITLE CERTIFICATE (L.T.C.) PREPARED FOR TRACT NO. PAL-JF-0025.000, DATED 08/03/2016 CONDUCTED BY REPRESENTATIVES OF FLORIDA GAS TRANSMISSION COMPANY, LLC. THE L.T.C. LISTED ABOVE LISTS ONLY THOSE EASEMENTS OF RECORD THAT WERE EXECUTED DURING THE TIME OF THE LIMITED SEARCH PERIOD (30 YEARS), WHICH ARE NOT SHOWN HEREON. NO OTHER TITLE WORK WAS PERFORMED BY THE UNDERSIGNED SURVEYOR.
- SEE EXHIBIT "A" FOR DESCRIPTION.
- ADDITIONAL TEMPORARY WORKSPACE IS FOR CONSTRUCTION-RELATED ACTIVITIES FOR THIS PIPELINE.
- THIS SURVEY WAS PERFORMED FOR THE SPECIFIC PURPOSE OF ESTABLISHING A BASELINE, MAPPING SELECTED FEATURES, AND LOCATING NECESSARY LAND LINES FOR EASEMENT ACQUISITION FOR A PIPELINE AND TO IDENTIFY THE LOCATION OF THE EASEMENT(S).
- IF THIS PLAT AND ACCOMPANYING DESCRIPTION ARE NOT SIGNED AND SEALED BY THE SURVEYOR WHOSE NAME APPEARS BELOW, IT SHOULD BE CONSIDERED AS A COPY AND NOT THE ORIGINAL.

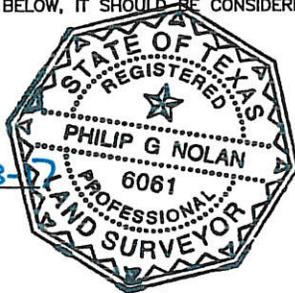
TOTAL DISTANCE ACROSS PROPERTY: 787.43 FEET  
OR 47.72 RODS  
TOTAL AREA OF P.E.R.W.: 0.542 ACRE

**LEGEND**

- I.R. IRON ROD
- I.P. IRON PIPE
- FND. FOUND
- N.T.S. NOT TO SCALE
- T.W.S. TEMPORARY WORKSPACE
- A.T.W.S. ADDITIONAL TEMPORARY WORKSPACE
- P.E.R.W. PERMANENT EASEMENT & RIGHT OF WAY
- C.C.F. NO. COUNTY CLERK FILE NUMBER
- O.P.R.J.C.T. OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TX
- BROKEN LINE NOT SCALABLE
- PROPERTY LINE
- BASELINE
- EXISTING PIPELINE
- R/W RIGHT OF WAY



*Philip G. Nolan 7-18-17*  
PHILIP G. NOLAN  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 6061  
SURVEY FIRM LICENSE NO. 10193802



16350 Park Ten Place  
Houston, TX 77084  
(281) 616-0100

**FLORIDA GAS TRANSMISSION COMPANY, LLC**

DWG BY:	RMC	PORT ARTHUR LATERAL PERMANENT EASEMENT & RIGHT OF WAY ACROSS THE PROPERTY OF COUNTY OF JEFFERSON JEFFERSON COUNTY, TX
CKD BY:	TRC	
MAP DATE:	7/17/17	
SCALE:	1"=100'	
REV#	DATE	DESCRIPTION
0	04/12/17	CERTIFIED
1	7/17/17	REMOVED WORKSPACE
DRAWING:	PAL-JF-0025.000	SHEET NO. 2 OF 2

# EXHIBIT "A"

FLORIDA GAS TRANSMISSION COMPANY, LLC  
PORT ARTHUR LATERAL  
JEFFERSON COUNTY  
TRACT NO. PAL-JF-0027.000

## PERMANENT EASEMENT & RIGHT OF WAY

Description of a thirty (30) feet wide Permanent Easement & Right of Way (P.E.R.W.) in the T. & NO. RR. Co. Survey, Abstract 239, Jefferson County, Texas and being over, through and across Parcel 5A, the Jefferson County called 138.568 acre tract of land described by an instrument recorded under County Clerk File Number (C.C.F. No.) 2001008588, of the Official Public Records of Jefferson County, Texas (O.P.R.J.C.T.), said thirty (30) feet wide Permanent Easement & Right of Way being situated fifteen (15) feet on each side of the herein described baseline, the sidelines of said Permanent Easement & Right of Way being lengthened or shortened to meet the boundary lines of said Parcel 5A, said baseline being more particularly described as follows:

**COMMENCING** at a 1/2 inch iron rod found on the southeast line of said Parcel 5A, marking a north corner of a called 1.874 acre tract of land described by an instrument recorded under C.C.F.No. 1055895 in Book 2248, Page 158 of the O.P.R.J.C.T.; **THENCE** South 36° 46' 05" West, along the common line of said Parcel 5A and said 1.874 acre tract, a distance of 372.80 feet to the **POINT OF BEGINNING**;

**THENCE** North 53° 23' 08" West, a distance of 365.53 feet to a point;

**THENCE** South 73° 46' 46" West, a distance of 365.96 feet, to the **POINT OF TERMINATION** on the westerly line of said Parcel 5A and the easterly line of Tract I, a called 90.000 acre tract of land described by an instrument recorded under C.C.F. No. 2007020217 of the O.P.R.J.C.T., from which a 1/2 inch iron rod found marking the south corner of said Parcel 5A bears South 16° 28' 56" East, a distance of 731.13 feet, said baseline having a total distance of 731.49 feet (44.33 rods), said Permanent Easement & Right of Way containing 0.504 acre of land.

All bearings and distances shown herein are grid, based upon Texas State Plane Coordinates, South Central Zone 4204, North American Datum of 1983, U.S. Survey Feet, as derived from an on the ground survey performed by TRC Pipeline Services LLC, conducted in August of 2016.

For reference and further information see Exhibit "B", drawing number PAL-JF-0027.000, Rev. 1, same date.

*Philip G. Nolan*

*7-18-17*

Philip G. Nolan  
Registered Professional Land Surveyor  
Texas Registration No. 6061  
Survey Firm License No. 10193802

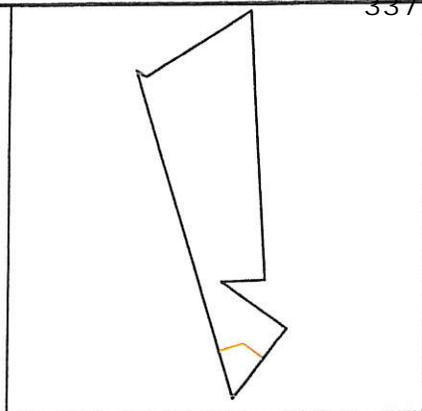
Date:



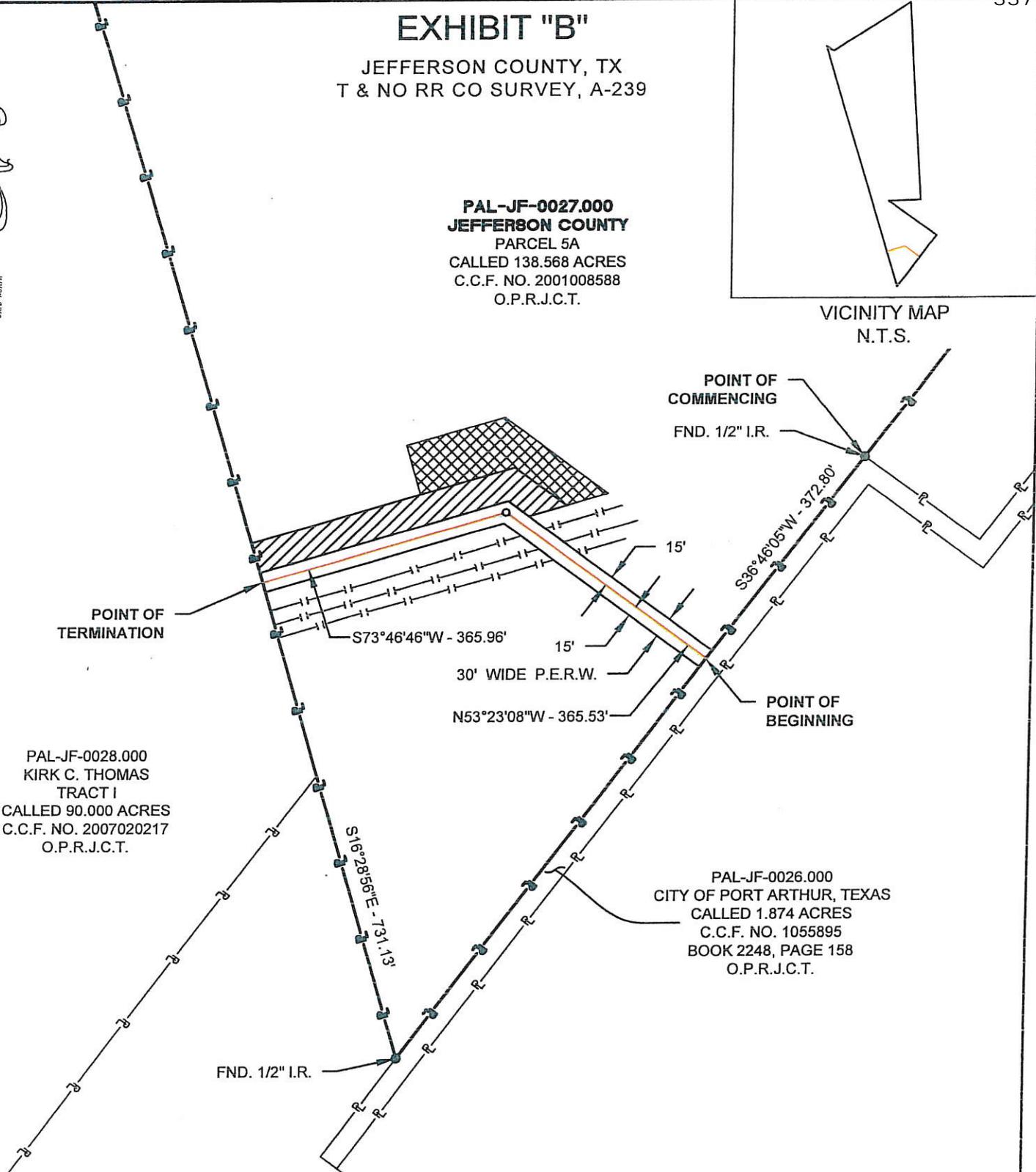
# EXHIBIT "B"

JEFFERSON COUNTY, TX  
T & NO RR CO SURVEY, A-239

**PAL-JF-0027.000**  
**JEFFERSON COUNTY**  
PARCEL 5A  
CALLED 138.568 ACRES  
C.C.F. NO. 2001008588  
O.P.R.J.C.T.



VICINITY MAP  
N.T.S.



**PAL-JF-0028.000**  
**KIRK C. THOMAS**  
TRACT I  
CALLED 90.000 ACRES  
C.C.F. NO. 2007020217  
O.P.R.J.C.T.

**PAL-JF-0026.000**  
**CITY OF PORT ARTHUR, TEXAS**  
CALLED 1.874 ACRES  
C.C.F. NO. 1055895  
BOOK 2248, PAGE 158  
O.P.R.J.C.T.

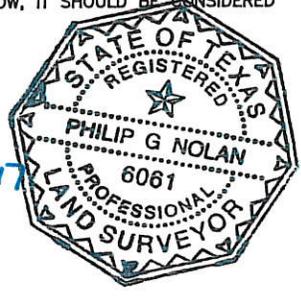
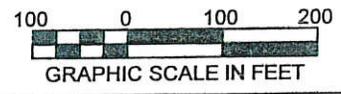
**NOTES**

1. ALL BEARINGS & DISTANCES SHOWN HEREON ARE GRID BASED UPON TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM OF 1983 [NAD83(2011)(EPOCH:2010.0000)], U.S. SURVEY FEET, AS DERIVED FROM AN ON THE GROUND SURVEY PERFORMED BY TRC PIPELINE SERVICES LLC IN AUGUST 2016.
2. THE OWNERSHIP OF THE SUBJECT TRACT, SHOWN HEREIN, IS BASED UPON A LIMITED TITLE CERTIFICATE (L.T.C.) PREPARED FOR TRACT NO. PAL-JF-0027.000, DATED 4/8/17 CONDUCTED BY REPRESENTATIVES OF FLORIDA GAS TRANSMISSION COMPANY, LLC. THE L.T.C. LISTED ABOVE LISTS ONLY THOSE EASEMENTS OF RECORD THAT WERE EXECUTED DURING THE TIME OF THE LIMITED SEARCH PERIOD (30 YEARS), WHICH ARE NOT SHOWN HEREON. NO OTHER TITLE WORK WAS PERFORMED BY THE UNDERSIGNED SURVEYOR.
3. SEE EXHIBIT "A" FOR DESCRIPTION.
4. ADDITIONAL TEMPORARY WORKSPACE IS FOR CONSTRUCTION-RELATED ACTIVITIES FOR THIS PIPELINE.
5. THIS SURVEY WAS PERFORMED FOR THE SPECIFIC PURPOSE OF ESTABLISHING A BASELINE, MAPPING SELECTED FEATURES, AND LOCATING NECESSARY LAND LINES FOR EASEMENT ACQUISITION FOR A PIPELINE AND TO IDENTIFY THE LOCATION OF THE EASEMENT(S).
6. IF THIS PLAT AND ACCOMPANYING DESCRIPTION ARE NOT SIGNED AND SEALED BY THE SURVEYOR WHOSE NAME APPEARS BELOW, IT SHOULD BE CONSIDERED AS A COPY AND NOT THE ORIGINAL.

TOTAL DISTANCE ACROSS PROPERTY: 731.49 FEET  
OR 44.33 RODS  
TOTAL AREA OF P.E.R.W.: 0.504 ACRE  
TOTAL AREA OF T.W.S.: 0.466 ACRE  
TOTAL AREA OF A.T.W.S.: 0.413 ACRE

**LEGEND**

- I.R. IRON ROD
- I.P. IRON PIPE
- FND. FOUND
- N.T.S. NOT TO SCALE
- T.W.S. TEMPORARY WORKSPACE
- A.T.W.S. ADDITIONAL TEMPORARY WORKSPACE
- P.E.R.W. PERMANENT EASEMENT & RIGHT OF WAY
- C.C.F. NO. COUNTY CLERK FILE NUMBER
- O.P.R.J.C.T. OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TX
- D.R.J.C.T. DEED RECORDS OF JEFFERSON COUNTY, TX
- BROKEN LINE NOT SCALABLE
- PROPERTY LINE
- BASELINE
- EXISTING PIPELINE
- R/W RIGHT OF WAY



PHILIP G. NOLAN  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 6061  
SURVEY FIRM LICENSE NO. 10193802

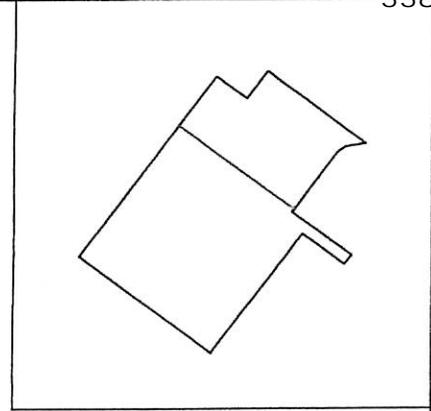
**TRC** 16350 Park Ten Place  
Houston, TX 77084  
(281) 616-0100

FLORIDA GAS TRANSMISSION COMPANY, LLC		
DWG BY:	JCL	PORT ARTHUR LATERAL PERMANENT EASEMENT & RIGHT OF WAY ACROSS THE PROPERTY OF JEFFERSON COUNTY JEFFERSON COUNTY, TX
CKD BY:	TRC	
MAP DATE:	7/18/17	
SCALE:	1"=200'	
REV#	DATE	DESCRIPTION
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1	7/17/17	REVISED WORKSPACE
DRAWING:		PAL-JF-0027.000 SHEET NO. 2 OF 2

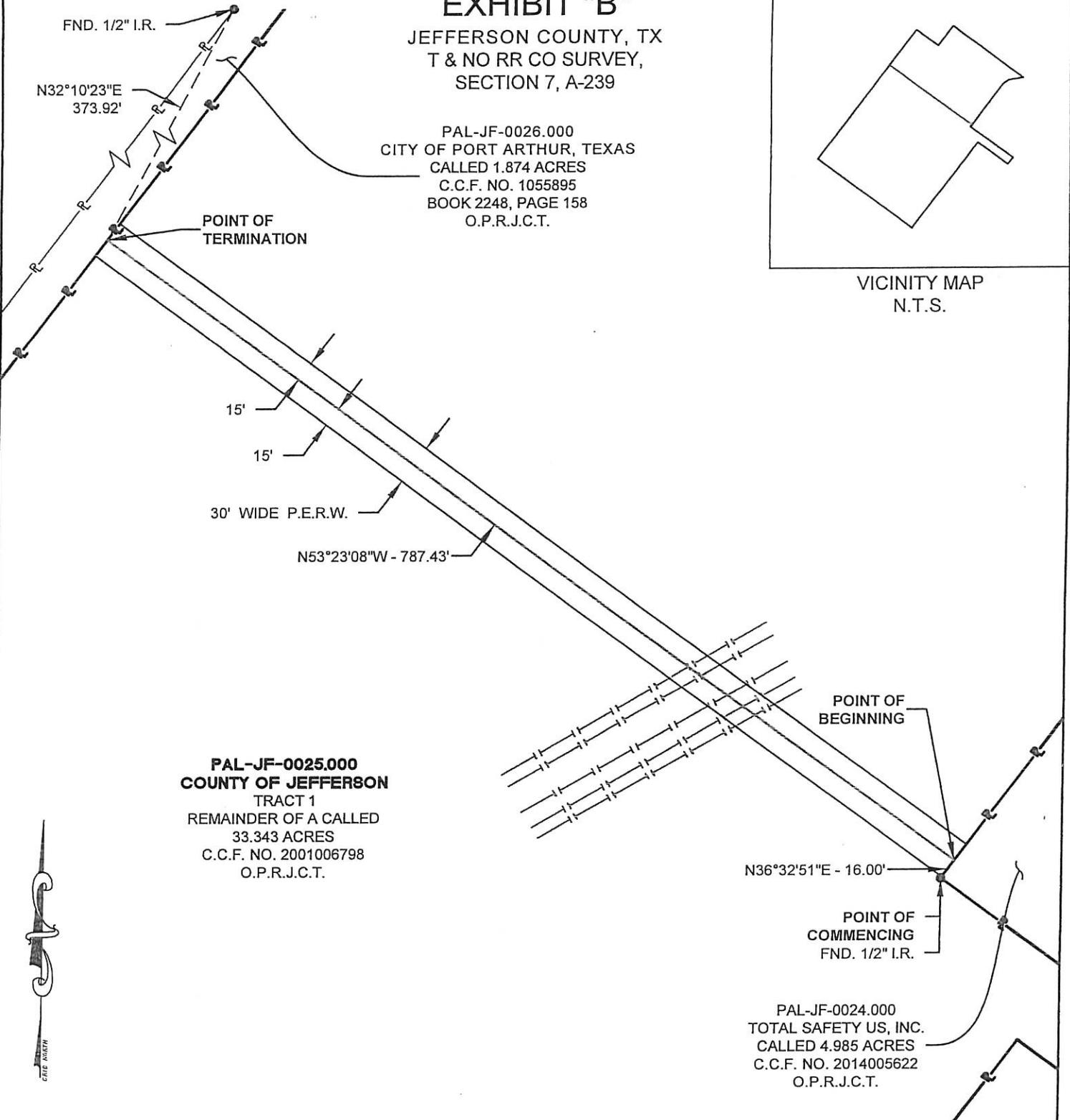
# EXHIBIT "B"

JEFFERSON COUNTY, TX  
T & NO RR CO SURVEY,  
SECTION 7, A-239

PAL-JF-0026.000  
CITY OF PORT ARTHUR, TEXAS  
CALLED 1.874 ACRES  
C.C.F. NO. 1055895  
BOOK 2248, PAGE 158  
O.P.R.J.C.T.



VICINITY MAP  
N.T.S.



**PAL-JF-0025.000**  
**COUNTY OF JEFFERSON**  
TRACT 1  
REMAINDER OF A CALLED  
33.343 ACRES  
C.C.F. NO. 2001006798  
O.P.R.J.C.T.

PAL-JF-0024.000  
TOTAL SAFETY US, INC.  
CALLED 4.985 ACRES  
C.C.F. NO. 2014005622  
O.P.R.J.C.T.

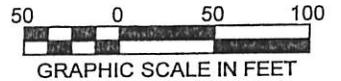
### NOTES

- ALL BEARINGS & DISTANCES SHOWN HEREON ARE GRID BASED UPON TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM OF 1983 [NAD83(2011)(EPOCH:2010.0000)], U.S. SURVEY FEET, AS DERIVED FROM AN ON THE GROUND SURVEY PERFORMED BY TRC PIPELINE SERVICES LLC IN AUGUST 2016.
- THE OWNERSHIP OF THE SUBJECT TRACT, SHOWN HEREIN, IS BASED UPON A LIMITED TITLE CERTIFICATE (L.T.C.) PREPARED FOR TRACT NO. PAL-JF-0025.000, DATED 08/03/2016 CONDUCTED BY REPRESENTATIVES OF FLORIDA GAS TRANSMISSION COMPANY, LLC. THE L.T.C. LISTED ABOVE LISTS ONLY THOSE EASEMENTS OF RECORD THAT WERE EXECUTED DURING THE TIME OF THE LIMITED SEARCH PERIOD (30 YEARS), WHICH ARE NOT SHOWN HEREON. NO OTHER TITLE WORK WAS PERFORMED BY THE UNDERSIGNED SURVEYOR.
- SEE EXHIBIT "A" FOR DESCRIPTION.
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- IF THIS PLAT AND ACCOMPANYING DESCRIPTION ARE NOT SIGNED AND SEALED BY THE SURVEYOR WHOSE NAME APPEARS BELOW, IT SHOULD BE CONSIDERED AS A COPY AND NOT THE ORIGINAL.

TOTAL DISTANCE ACROSS PROPERTY: 787.43 FEET  
OR 47.72 RODS  
TOTAL AREA OF P.E.R.W.: 0.542 ACRE

### LEGEND

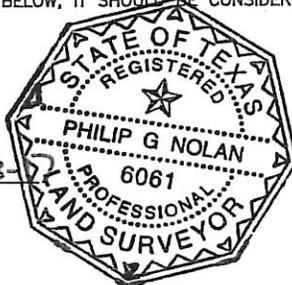
- I.R. IRON ROD
- I.P. IRON PIPE
- FND. FOUND
- N.T.S. NOT TO SCALE
- T.W.S. TEMPORARY WORKSPACE
- A.T.W.S. ADDITIONAL TEMPORARY WORKSPACE
- P.E.R.W. PERMANENT EASEMENT & RIGHT OF WAY
- C.C.F. NO. COUNTY CLERK FILE NUMBER
- O.P.R.J.C.T. OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TX
- |— BROKEN LINE NOT SCALABLE
- P— PROPERTY LINE
- |— BASELINE
- +— EXISTING PIPELINE
- R/W— RIGHT OF WAY



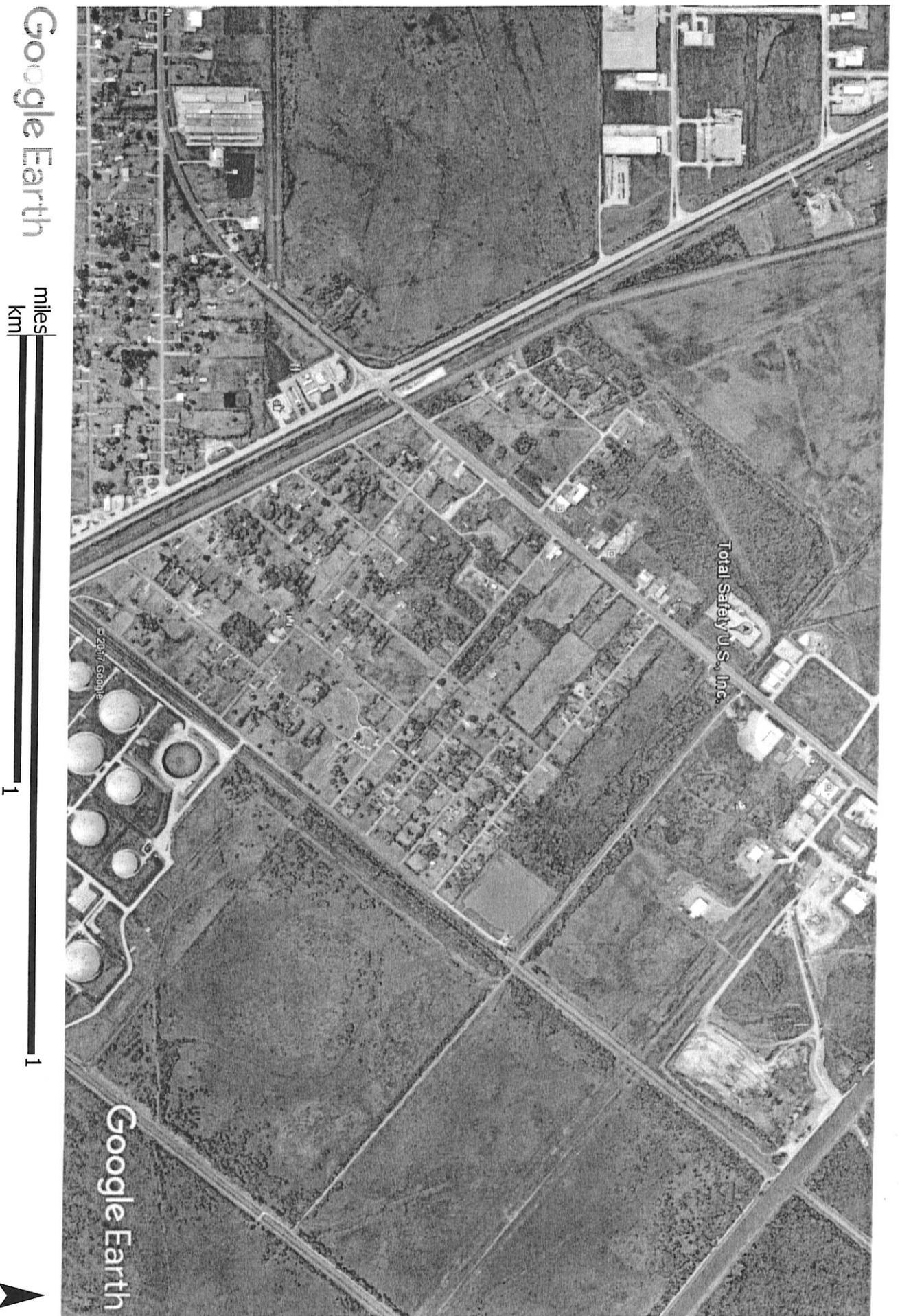
### FLORIDA GAS TRANSMISSION COMPANY, LLC

DWG BY: RMC	PORT ARTHUR LATERAL PERMANENT EASEMENT & RIGHT OF WAY ACROSS THE PROPERTY OF COUNTY OF JEFFERSON JEFFERSON COUNTY, TX	
CKD BY: TRC		
MAP DATE: 7/17/17		
SCALE: 1"=100'		
REV#	DATE	DESCRIPTION
0	04/12/17	CERTIFIED
1	7/17/17	REMOVED WORKSPACE
DRAWING: PAL-JF-0025.000		SHEET NO. 2 OF 2

PHILIP G. NOLAN  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 6061  
SURVEY FIRM LICENSE NO. 10193802



16350 Park Ten Place  
Houston, TX 77084  
(281) 616-0100



**Pepe Dominguez**

---

**From:** Pepe Dominguez <peped@co.jefferson.tx.us>  
**Sent:** Thursday, October 19, 2017 3:03 PM  
**To:** 'Commissioner Arnold' (eddiarnold@co.jefferson.tx.us)  
**Cc:** Don Rao (drao@co.jefferson.tx.us); 'Commissioner Weaver' (bweaver@co.jefferson.tx.us); 'Commissioner Sinegal' (msinegal@co.jefferson.tx.us); 'Commissioner Alfred' (ealfred@co.jefferson.tx.us); 'Judge Branick' (jbranick@co.jefferson.tx.us); 'Ronda Conlin' (rconlin@co.jefferson.tx.us); Steve Stafford [sstafford@co.jefferson.tx.us] (sstafford@co.jefferson.tx.us)  
**Subject:** Replat of 28A & 28B of the Garden Villas Being all of Lot 28, Block No.2 of the Garden Villas  
**Attachments:** Replat of 28A & 28B of the Garden Villas.pdf

Commissioner Arnold ,

Attached is a PDF of a Replat of 28A & 28B of the Garden Villas Being all of Lot 28, Block No.2 of the Garden Villas, located off Shady Lane in Precinct #1. This plat is not within any ETJ and has met all of our platting requirements.

I will be placing this plat on the Agenda for Monday, October 30, 2017.

If you have any questions please contact either Don or myself.

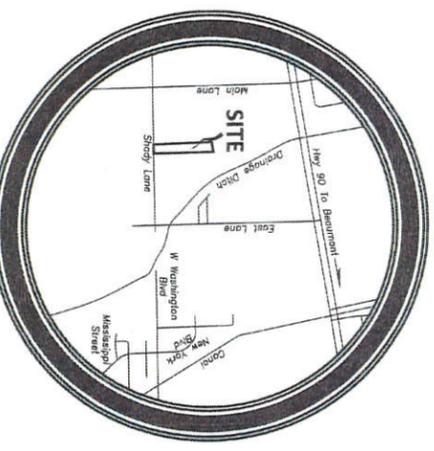
Pepe Dominguez

*Pepe Dominguez*  
Jefferson County Engineering  
1149 Pearl 5th Floor  
Beaumont, TX 77701  
Offc. 409 835-8584  
Fax. 409 835-8718  
email: [peped@co.jefferson.tx.us](mailto:peped@co.jefferson.tx.us)

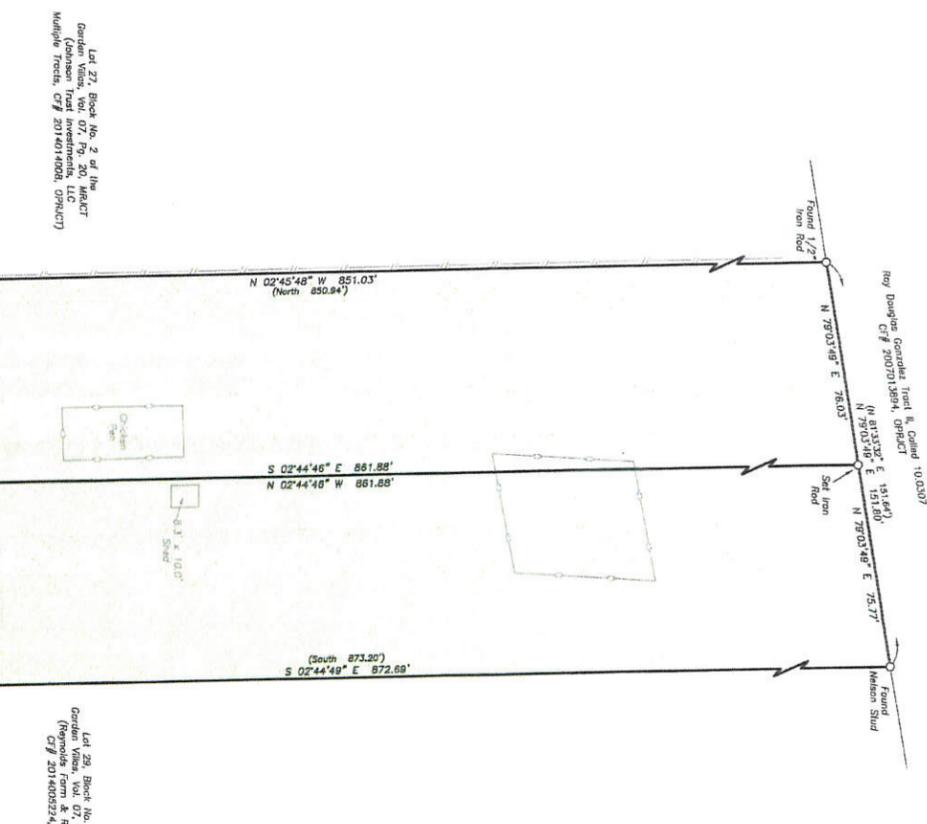
Replat of 28A and 28B  
Of The Garden Villas  
being all of Lot 28, Block No. 2, of the Garden Villas  
described in Clerk's File No. 2015008874, MRCT, out of The  
Asabel Savery League, Abstract No. 46  
Jefferson County, Texas

- SUBMITTER'S NOTES:**
- (1) The survey was completed without the benefit of a title commitment, and not all easements or servitudes were researched or shown.
  - (2) All bearings referenced herein are based on the Texas State Plane Coordinate System - 4204 - Texas South Central Zone, of errors and omissions are based on surface measurements.
  - (3) No underground utility lines are shown.
  - (4) All elevations are based on the datum of the National Mean Sea Level.
  - (5) All elevations are based on the datum of the National Mean Sea Level.

**DEVELOPER'S REGULATIONS:**  
NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THE MAJOR PLAT MAY BEGAIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.  
**SCENIC DISTRICT LAWS:**  
THIS REPLAT IS WITHIN THE BOUNDARIES OF THE BEAUMONT EOL UTILITY ZONES:  
ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY: ENTURGE.  
TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY: AT&T.  
GAS UTILITY SERVICE WILL BE PROVIDED BY: BURNHEIM ENERGY SERVICES.  
SEWER UTILITY SERVICE WILL BE PROVIDED BY: SEWER WORKS, INC.  
CABLE UTILITY SERVICE WILL BE PROVIDED BY: SATELLITE LINK.  
**SEWERAGE DISPOSAL LAWS:**  
NO STRUCTURE IN THIS REPLAT SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY JEFFERSON COUNTY.  
**INDIVIDUAL WATER SUPPLY LAWS:**  
NO STRUCTURE IN THIS REPLAT SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY, STATE APPROVED COMMUNITY WATER SYSTEM, OR ENGINEERED HANDMADE COLLECTION SYSTEM.  
**PERMITS:**  
ALL USABLE PERMITS ESSENTIALS WITHIN THE LIMITS OF THE MAJOR PLAT HERE SHOWN.  
**DRAINAGE ESSENTIAL LAWS:**  
ALL DRAINAGE ESSENTIALS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDING, PLANTINGS, AND OTHER OBSTRUCTION TO THE OPERATION AND DRAINAGE OF THE DRAINAGE FACILITIES.



VICINITY MAP  
(NOT TO SCALE)



Lot 27, Block No. 2 of the Garden Villas, Vol. 07, Pgs. 20, MRCT (Johnson Trust Investments, LLC Multiple Tracts, C# 2014014008, 09/16/17)

Lot 29, Block No. 2 of the Garden Villas, Vol. 07, Pgs. 20, MRCT (Johnson Trust Investments, LLC Multiple Tracts, C# 201403224, 09/16/17)

Lot 28A, Block No. 2 of the Garden Villas, Vol. 07, Pgs. 20, MRCT (Address: 7344)

Lot 28B, Block No. 2 of the Garden Villas, Vol. 07, Pgs. 20, MRCT (Address: 7330)

**Final Plat Description:** Lot 28 (2821 Acres)  
Being a 2.871 acre tract of land lying in the Second Survey League, Abstract No. 46, being being all of Lot 28, Block No. 2 of the Garden Villas recorded in Volume 7, Page 20 of the Map Records of Jefferson County, Texas, and being more particularly described by metes and bounds as follows:  
Beginning at a plat for pipe found in the North right-of-way line of Shady Lane (C# 2014014008), at the Southeast corner of Lot 27, being the Southwest corner of the herein described tract (from which a copied iron rod bears S 87°17'24" W 874.32';  
THENCE N 02°43'48" W along and with the East line of Lot 27, being the West line of the herein described tract for a distance of 851.03 feet (North 850.94') to a 1/2" iron rod in the South line of that called 10.0007 acre tract (Tract B) described in an instrument of conveyance recorded in Clerk's File No. 2007013884 of the Official Public Records of Jefferson County, Texas, at the Northwest corner of Lot 27, the Southeast corner of the herein described tract;  
THENCE N 79°03'49" E along and with the South line of said 10.0007 acre tract, being the North line of the herein described tract for a distance of 151.88 feet (N 81°33'32" E 151.84') to a Nelson iron found of the Northwest corner of Lot 28, being the Northwest corner of the herein described tract;  
THENCE S 02°44'46" E along and with the West line of Lot 28, the East line of the herein described tract distance of 872.68 feet (South 873.20') to a copied 7/64" iron rod found in the North right-of-way line of Shady Lane, the Southeast corner of Lot 28, the Southeast corner of the herein described tract;  
THENCE S 87°16'07" W along and with the North right-of-way line of Shady Lane, the South line of the herein described tract for a distance of 150.02 feet (West 150.07') to the POINT AND PLACE OF BEGINNING, containing 1,480 square feet, more or less.

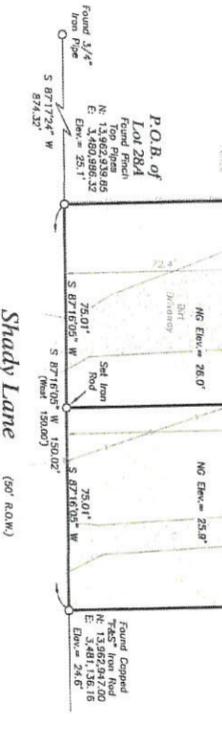
STATE OF TEXAS COUNTY OF JEFFERSON  
County Clerk of Jefferson County, Texas, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ m., and duly recorded on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ m., in the Plat Records of Jefferson County, Texas, in Clerk's File No. \_\_\_\_\_  
COUNTY CLERK, JEFFERSON COUNTY, TEXAS

**CERTIFICATE OF COUNTY APPROVAL, TOLINE**  
STATE OF TEXAS  
COUNTY OF JEFFERSON  
Approved by the Commissioners Court of Jefferson County, Texas on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ m., and duly recorded on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ m., in the Plat Records of Jefferson County, Texas, in Clerk's File No. \_\_\_\_\_  
COMMISSIONER, PRECINCT No. 1  
JEFFERSON COUNTY, TEXAS  
COMMISSIONER, PRECINCT No. 2  
JEFFERSON COUNTY, TEXAS  
COMMISSIONER, PRECINCT No. 3  
JEFFERSON COUNTY, TEXAS  
COMMISSIONER, PRECINCT No. 4  
JEFFERSON COUNTY, TEXAS  
COUNTY CLERK  
JEFFERSON COUNTY, TEXAS

**On-Site Wastewater Treatment**  
Minimum Application Area Required for Surface Application Systems  
Avg. = Daily Usage Rate gal/day

Type of Facility	Usage Rate (gallons water saving device)	Surface Application Rate gal/ft <sup>2</sup> /day	Surface Area Required ft <sup>2</sup>	Area Required ft <sup>2</sup>
Single Family Dwelling (1 or 2 bedrooms) - 1500 gal. ft.	225	0.035	6423.57	3261.00
Single Family Dwelling (3 bedrooms) - 2500 gal. ft.	300	0.035	8571.43	3750.00
Single Family Dwelling (4 bedrooms) - 3500 gal. ft.	375	0.035	10714.29	4900.00
Single Family Dwelling (5 bedrooms) - 4500 gal. ft.	450	0.035	13857.14	6400.00
Single Family Dwelling (6 bedrooms) - 5500 gal. ft.	525	0.035	15500.00	7250.00

\* per TCEQ Chapter 395-01-101 Sewerage Facilities \*\* den type with



**EMAL FLOOD DAMAGE WAIVER:**  
Flooded portion(s) of this subdivision map within the boundaries of Flood Zone X as delineated on the FEMA Flood Insurance Rate Map of Jefferson County, Community Panel # 483830224, dated August 6, 2002, FEMA Flood # 2 and # 3, as shown on the map, are hereby determined to be subject to 500 year flood protection.

**CORRECTOR'S CERTIFICATE:**  
STATE OF TEXAS  
COUNTY OF JEFFERSON  
I, JOE A. MATTOX, a REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, CERTIFY THAT THIS REPLAT HAS BEEN PREPARED FROM AN ACTUAL STANDARD LAND SURVEY. PRESENTS SAID SURVEY BY ME AND IS IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF JEFFERSON COUNTY, TEXAS.  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5035  
JOE A. MATTOX  
REPLAT PUBLIC IN AND FOR THE STATE OF TEXAS  
COMMISSION EXPIRES 08-10-2028

**DEVELOPER'S CERTIFICATE:**  
I, JOE A. MATTOX, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, CERTIFY THAT THIS REPLAT HAS BEEN PREPARED FROM AN ACTUAL STANDARD LAND SURVEY. PRESENTS SAID SURVEY BY ME AND IS IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF JEFFERSON COUNTY, TEXAS.  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5035  
JOE A. MATTOX  
REPLAT PUBLIC IN AND FOR THE STATE OF TEXAS  
COMMISSION EXPIRES 08-10-2028

**OWNER'S CERTIFICATE:**  
STATE OF TEXAS  
COUNTY OF JEFFERSON  
I, CAROL BIRN SIME, owner of Lot 28, Block 2 of the Garden Villas (Volume 07, Page 20, MRCT) in Clerk's File No. 2015008874, of the Asabel Savery League, Abstract No. 46, Jefferson County, Texas, as conveyed to me by deed dated March 20, 2015, DO HEREBY SUBMITTER THIS REPLAT IN ACCORDANCE WITH THE plat shown herein, subject to any and all easements or restrictions hereto now granted and do hereby dedicate to the public the streets and easements shown herein.  
WITNESS MY HAND, this 19th day of October, A.D. 2017.  
CAROL BIRN SIME  
REPLAT PUBLIC IN AND FOR THE STATE OF TEXAS



Access Surveyors  
1105 Old Web Road - Beaverton, Texas 77713  
Commercial - Industrial - Residential  
Telephone (409) 838-4323 Facsimile 838-4122  
www.access-surveyors.com f 7915102800.com  
TX 201713

**Pepe Dominguez**

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**From:** Pepe Dominguez <peped@co.jefferson.tx.us>  
**Sent:** Tuesday, October 24, 2017 7:08 AM  
**To:** 'Commissioner Sinegal' (msinegal@co.jefferson.tx.us)  
**Cc:** Don Rao (drao@co.jefferson.tx.us); 'Commissioner Arnold' (eddiarnold@co.jefferson.tx.us); 'Commissioner Weaver' (bweaver@co.jefferson.tx.us); 'Commissioner Alfred' (ealfred@co.jefferson.tx.us); 'Judge Branick' (jbranick@co.jefferson.tx.us); 'Ronda Conlin' (rconlin@co.jefferson.tx.us); Steve Stafford [sstafford@co.jefferson.tx.us] (sstafford@co.jefferson.tx.us)  
**Subject:** Minor Plat Linzy Subdivision  
**Attachments:** Linzy Subdivision Minor Plat Prelim.pdf

Commissioner Sinegal ,

Attached is a PDF of a Minor Plat Of Linzy Subdivision, located at the corner of East Hampshire Road and Wilber Road in Precinct #3. This plat is not within any ETJ and has met all of our platting requirements.

I will be placing this plat on the Agenda for Monday, October 30, 2017.

If you have any questions please contact either Don or myself.

Pepe Dominguez

*Pepe Dominguez*  
Jefferson County Engineering  
1149 Pearl 5th Floor  
Beaumont, TX 77701  
Offc. 409 835-8584  
Fax. 409 835-8718  
email: [peped@co.jefferson.tx.us](mailto:peped@co.jefferson.tx.us)



**Special, October 30, 2017**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, October 30, 2017